

In the Matter of Alleged Major Corruption Offenses under the:

TENNIS ANTI-CORRUPTION PROGRAM

(hereinafter the “TACP”)

Simon Ivanov

(hereinafter the “Player or Covered Person”)

- and -

International Tennis Integrity Agency

(hereinafter the “ITIA”)

Covered Person:

Self-Represented

(In Absentia at Hearing)

Representing the ITIA:

Mr. Tiran Gunawardena

Ms. Lauren Page

Mr. Magnus Wallsten

Anti-Corruption Hearing Officer
O.C.

Tennis Anti-Corruption Program

Professor Richard H. McLaren,

(hereinafter “AHO”)

DISPOSITION SUMMARY

The summary of determinations found at the end of this Decision are.

ORDERS

- I. Simon Ivanov is a Player and Covered Person within the meaning of the Definitions in Sections B.28 and B.10 of the 2025 TACP.
- II. The Covered Person is found to have committed Corruption Offenses and breached Sections: D.1.a, of the 2022 TACP, and F.2.b. of the 2024 TACP.
- III. As a result of the foregoing breaches of the 2022 and 2024 TACP, the Covered Person, pursuant to Section H.1.a.(ii) & (iii) of the 2025 TACP, is declared ineligible to Participate in any Sanctioned Events for a period of five years.
- IV. The period of ineligibility ordered herein is effective on the day after the present final Decision, in accordance with Section F.6.h.(ii) of the 2025 TACP. The period of ineligibility will commence on the 16th day of August 2025 and ending upon the 15th day of August 2030.
- V. The Covered Person, pursuant to Section H.1.a.(i) of the 2025 TACP is to pay a fine of USD \$25,000. In accordance with Section J.1. of the 2025 TACP, the fine must be paid in full by the Player prior to being reinstated.
- VI. The present Decision is the *“full, final and complete”* disposition of the matter and is binding on all Parties by Section G.4.d. of the 2025 TACP. In accordance with Section I.1. of the 2025 TACP there may be a right of

DISPOSITION SUMMARY

appeal to the Court of Arbitration for Sport (CAS). The expiry of a filing of an appeal to CAS is twenty Business Days from the date of receipt of the herein Decision in accordance with section I.4 of the 2025 TACP.

- VII. Regardless of any appeal to CAS, the Decision herein will remain in effect while under appeal in accordance with Section I.2. of the 2025 TACP, unless CAS orders otherwise.
- VIII. In accordance with Section G.4.e of the 2025 TACP the ITIA will publicly report this Decision in full.
- IX. All 42 email requests and supporting annexes A to AC issued between 12 May and 30 July 2025 are hereby dismissed.

DECISION OF THE AHO

PARTIES

1. Simon Ivanov is a 24 year old Bulgarian professional tennis player with a career-high ATP Singles Ranking of 598 on 29 May 2023, and an ITF¹ career-high Singles Ranking of 359 on 25 April 2022. The Player registered for an ITF International Player Identification Number (“IPIN”) and signed the ITF Player Welfare Statement (“PWS”) every year from 2015 to 2024 except for the Covid year of 2020. As part of that registration process, the Player expressly agreed in the PWS to be bound by, and to comply with the TACP. The 2025 TACP Section B.10 definition of Covered Persons includes Players. Section B.28 of the 2025 TACP defines a Player as someone who entered or participated in any Event. Event is also a term of art, defined to include ITF World Tennis Tour Tournaments (see TACP Section B.14 and Appendix 1). The Covered Person played in such Events in the relevant periods being 2022 and 2024. The Player is, therefore, bound by the TACP through participation in such tournaments.
2. The International Tennis Integrity Agency (“ITIA”) is the successor to the Tennis Integrity Unit (“TIU”). The ITIA is an independent body established in 2021 by seven tennis governing bodies (ITF, ATP, WTA, Australian Open,

¹ All capitalised words take their meaning from the definitions in the TACP or, defined in the text of this Decision; or, required by proper English grammar.

French Open, Wimbledon and US Open). It took over responsibility for enforcing the Tennis Anti-Corruption Program (the “TACP”) from the TIU on 1 January 2022. The ITIA’s role is to promote, encourage, enhance, and safeguard the integrity of professional tennis worldwide. They have the responsibility to administer the TACP for Governing Bodies of tennis through the Tennis Integrity Supervisory Board (“SB”). In 2008 following the adoption of the inaugural TACP, the Tennis Integrity Protection Programme (“TIPP”) was established to educate players regarding the dangers of corruption in tennis.

3. Professor Richard H. McLaren, O.C., holds an appointment as an Anti-Corruption Hearing Officer (the “AHO”) under Section F.1.a of the 2025 TACP and is the Chair of the AHO Panel.

OVERVIEW of ALLEGED CORRUPTION OFFENSES

4. The ITIA receives reports from betting industry integrity operators who follow suspicious betting patterns on tennis matches, referred to as match alerts or matches of concern. Receipt of such reports triggered the first of four interviews of the Covered Person. The first interview was conducted on 4 October 2022 (“1st Interview”); followed by a second one on 16 March 2023 (“2nd Interview”); and a third one on 22 May 2024 (“3rd Interview”). Information obtained as a result of the first three interviews along with

investigation intelligence was the subject of a fourth interview on 3 December 2024 (“4th Interview”).

5. The Charges against the Player pertain to alleged breaches of the Tennis Anti-Corruption Program (“TACP”) in calendar years 2022 and 2024. The ITIA received multiple betting alerts from the International Betting Integrity Agency (“IBIA”) in relation to thirteen matches the Covered Person played in between November 2019 and April 2024. The ITIA launched an investigation. It is alleged that the Covered Person breached Section F.2.b. of the 2024 TACP, the duty to co-operate in an investigation.
6. It is further alleged that between 13 February and October 2022 EUR 196,275.64 was staked on professional tennis matches returning for a loss of EUR 3,366.15. The bets were placed in an account in the Covered Person’s name. It is alleged that directly or indirectly, the Covered Person wagered on professional tennis matches in breach of Section D.1.a. of the 2022 TACP.

Procedural History

7. On 25 April 2025, the ITIA sent a Notice of Major Offense (“the Notice”) to the Player pursuant to Section G.1.a of the TACP 2025. Following receipt of the Notice, the Covered Person engaged in extensive email correspondence with annexes attached raising preliminary matters of jurisdiction and arbitrability, European Law and allegations of bias, conflict of interest and

lack of independence and impartiality. The AHO in correspondence of 28 May 2025 invited the Covered Person to raise the matters at a Hearing where both sides could discuss the matters contained in the correspondence and annexes.

8. The Player responded to the Notice on 12 May 2025 neither explicitly accepting nor denying the two Major Offenses contained in the Notice. Instead, the Player stated that unless the ITIA provided "*immediate and complete resolution*" of the case, he would pursue legal action against the "*ITIA and all individuals responsible*", before various jurisdictions (including civil, criminal, and European courts) and "*seek damages for financial, emotional, and reputational harm via all available legal avenues*". It was also stated that this legal action "*will include mass action litigation alongside other athletes similarly affected.*" This response was effectively considered to be a request for Hearing within Section G.1.d.ii and G.1.f. of the 2025 TACP.
9. Subsequent to the above initial response, the Player sent a series of more than 20 unsolicited communications to the ITIA and the AHO, challenging various aspects of the proceedings and threatening various legal action against the ITIA, AHO, and ITIA investigators.

10. The AHO was appointed in accordance with the TACP on 22 May 2025 to determine if there had been breaches of the 2022 and 2024 TACP rules, upon proof of the alleged infractions contained in the Notice.
11. The Covered Person, on 26 May 2025, requested that the AHO recuse himself from adjudicating the proceeding. The request was with reasons denied by the AHO on 28 May 2025.
12. On 31 May 2025, following further correspondence from the Covered Person, the AHO confirmed that he had already issued his decision in relation to the recusal request. The Player was advised by the AHO that he could raise any other legal challenges or arguments in his legal submissions under the TACP procedure. The AHO requested confirmation of availability to attend a case management directions call to agree on a timetable to meet the steps required by the TACP to process the case.
13. On 2 June 2025, the Player informed the AHO that he would not participate in any procedural case management directions call. The AHO held the call on 4 June 2025. Procedural Order No. #1 (“PO No. #1”) was issued on 6 June 2025.
14. On 4 June 2025, a directions pre-hearing conference call (“the Call”) occurred. Despite an invitation to do so, the Covered Person did not provide the details of any counsel representing him nor did any attend the Call on his

behalf. The Covered Person did not participate in the Call. The Covered Person indicated in correspondence on 3 June 2025 that he had no intention of being on the Call despite being advised of the date, time and how to join. He also indicated that he would not participate in any part of the procedure or Hearing.

15. Throughout the proceedings, starting with the Call, the Covered Person was kept informed as to the progress of the matter. The Covered Person was given an opportunity to join at every stage of the proceedings to represent himself or have a legal representative present. At no time was there any participation by the Covered Person or of a legal representative on his behalf.
16. Following further correspondence from the Covered Person, a summary letter was sent on 30 June 2025 to the AHO and the ITIA Case Management. That letter summarised all the prior correspondence containing the objections of the Covered Person. The heading summaries listed were: Objections to jurisdiction; [alleged] Violations of Fundamental Rights; and Institutional Bias and Conflict of Interest. The conclusions from the summary were stated as:
 - 1. "Reject the legitimacy of this disciplinary procedure;*
 - 2. Preserve all rights to challenge any decision resulting from it before national courts, EU Institutions, and the European Court of Human Rights;*

3. Demand immediate suspension of these proceeding until jurisdictional objections and pending legal actions are resolved.”

The correspondence stated, “***This Answer Brief is submitted strictly under protest and does not constitute acceptance of ITIA’s authority.***”

17. The AHO accepted the correspondence of the 30th of June as being the Covered Person’s Answering Brief in accordance with the TACP and under the limitations stated in the correspondence.
18. On 14 July 2025, the AHO sent a letter to the Covered Person advising how the procedure would be conducted leading to the Hearing referred to in PO No. #1. That letter offered to permit the Covered Person to file further information as an Answering Brief as described in the TACP. The opportunity to attend the Hearing was also referenced. In accordance with the reply of the Covered Person and the provisions of PO No. #1, the Hearing was to be scheduled for 29 July 2025.
19. On the same date, the Covered Person replied stating:
 - “1. I will not file any further material in this illegitimate process, as it would amount to tacit recognition of a proceeding that has no legal authority under EU or national law.*
 - 2. I will not attend any hearing on 29 July or 14 August 2025. Any attempt to proceed in my absence will be documented and presented*

to the national court as further proof of disregard for judicial comity and due process.

*3. **All rights are expressly reserved**, including the right to seek personal accountability of AHO McLaren for procedural violations, should this process continue in defiance of the pending litigation.”*

20. In accordance with PO No. #1 and as provided for in Section G.1.f.ii.4 of the 2025 TACP, the Answering Brief of the Player was due to be filed on 23 July 2025. Despite the request by the case management secretariat to do so, none was filed.
21. PO No. #1 provided that in the event that no Answering Brief was filed by the Player or his legal representative, then the Hearing date would be advanced to 29 July 2025. The Player could still have been involved but chose not to do so. The AHO conducted the Hearing in the absence of the Player or a legal representative.
22. The Covered Person wrote the following to the AHO and the counsel for the ITIA, the day before and the day after the Hearing as well as the Hearing day. Some of the contents is as follows:

*“Please find attached **Annex AC – Criminal Notice and Evidence of Organised Criminal Grouping**, formally submitted today as part of the evidentiary record before the Varna District Court (Case No.*

██████████) and also transmitted to relevant EU, Greek, and Serbian authorities.

This document serves as a final, unequivocal warning that any disciplinary hearing or decision scheduled for 29 July 2025, or thereafter, will be considered a deliberate violation of EU law, Bulgarian constitutional jurisdiction, and criminal law. Such actions will trigger coordinated criminal proceedings not only in Bulgaria but also in Greece and Serbia, for participation in organised criminal activities, abuse of office, and unlawful processing of personal data.

I urge you to reconsider proceeding with any hearing under these unlawful conditions, as continuing will expose all involved parties to personal and institutional criminal liability and legal consequences before national and international courts.

All rights are expressly reserved.”

23. The Covered Person was given proper notice of the Call to plan the procedure leading to the Hearing. Section G.1.f of the 2025 TACP provides that the non-attendance of the Covered Person or their representatives on the Call does not prevent the AHO from proceeding with the Call and issuing PO No. #1.

24. By Section G.2.b. of the 2025 TACP, the Covered Person had a right to attend the Hearing. The Covered Person had proper notice of the date, time, and method of Hearing. Section G.2.b. provides that the non-attendance by the Covered Person does not prevent the AHO from proceeding with the Hearing in "... their absence, whether or not any written submissions are made on their behalf." Nevertheless, the ITIA must prove their case. In accordance with the TACP, the burden of proof is on the ITIA who must prove the Corruption Offences charged have been committed. They must do so by the preponderance of the evidence as set out in Sections G.3.a. and G.3.b.
25. By Section G.2.c. of the 2025 TACP the written witness statements of ITIA Investigator, Denise Bain, and ITIA Analyst, Glen Shackel, "...shall stand as the evidence of that witness without the need for direct examination at the Hearing." The AHO asked questions concerning both witnesses' statements.

JURISDICTION, ADMISSIBILITY AND APPLICABLE LAW

(i) Jurisdiction of the AHO

(a) Player submissions

26. The Player wrote a considerable amount of material to both the AHO and the ITIA over the period of the AHO's appointment until the final correspondence

of 30 July 2025, the day after the Hearing. Some of that correspondence was framed in terms of a cumulative annex. On 26 May 2025, the Player sent an email to the ITIA attaching **Annex H**, in which an objection to the AHO's jurisdiction was raised. It was asserted that the:

"procedural structure imposed by the ITIA, through the appointment of an Anti-Corruption Hearing Officer (AHO), is not legally legitimate when applied to actions conducted on EU soil that infringe upon fundamental rights protected by EU and international law. Therefore, I formally object to the continuation of any proceedings governed by a jurisdiction outside the European Union."

The Player requested that *"the proceedings be halted or re-routed to a competent legal forum within the EU, where the applicable fundamental rights standards can be upheld."*

27. The reasons provided by the Player for the requested procedural halt were:
1. The AHO's jurisdiction *"is derived from private contractual arrangements (TACP), which cannot override binding public law protections applicable within the EU."*
 2. The ITIA's disciplinary mechanisms *"lack the independent judicial status required to adjudicate fundamental rights violations occurring in EU territory."*
 3. The alleged violations by the Player *"were not committed in the UK or Canada, but within the European Union, and as such fall under the jurisdiction of European courts and data protection authorities."*
 4. Article 6 of the European Convention on Human Rights (**ECHR**) and Articles 47-48 of the EU Charter of Fundamental Rights (**EU Charter**) *"guarantee access to an independent and impartial tribunal established*

by law – not a privately appointed hearing officer operating under internal regulations.”

(b) ITIA Response

28. The Player, by obtaining an IPIN in 2022 and 2024 (see paragraph 1) and signing the PWS, expressly agreed to be bound by, and to comply with, the TACP, thereby expressly agreeing to submit to the jurisdiction of the applicable body (in this matter, the AHO), as set out in the applicable regulations (the TACP).
29. Through the binding effect of the TACP, the Player agreed to the dispute resolution framework set out therein. The jurisdictional challenge based on territoriality is misplaced. The submissions relating to the need for adjudication within the EU do not override the binding procedure leading to a Hearing under the TACP. The Covered Person voluntarily accepted this procedure. Section I of the 2025 TACP provides for a right to appeal an AHO Decision to the CAS. There is then a further appeal right to the Swiss Federal Tribunal (SFT), being the highest court of Switzerland.

(c) AHO Ruling

30. In essence, the Player made an agreement that in order to be able to play ITF tennis and other Governing Bodies' tournaments, he would comply with all

the applicable Rules and Regulations. The tournaments are played in accordance with the Rules and Regulations, thereby enabling the Player to play in competitions for which the Player had registered. The TACP is part of the Rules and Regulations of the sport of tennis.

31. The TACP has a binding dispute resolution framework for any disciplinary matter arising out of the TACP. The TACP provides for a matter to be referred to an AHO pursuant to Section F.4., which stipulates that the matter shall proceed to a Hearing before an AHO in accordance with Section G.
32. For all the foregoing reasons, the AHO finds that the TACP applies to the Player. Through the TACP, the AHO has jurisdiction over the Player and jurisdiction to render a Decision in the present matter, in accordance with Section G.4 of the TACP. Therefore, the objections with regard to the TACP not applying to the Player and the AHO's lack of jurisdiction are hereby dismissed.

(ii) Admissibility

33. The charges in the Notice have been brought within the limitation period set out in the 2025 TACP in Section C.2. The ITIA opening brief was filed in accordance with the deadline set out in the procedural directions issued on 6 June 2025 (PO No. #1). Therefore, the AHO concludes the matter is admissible.

(iii) Applicable law

34. This matter is governed by the TACP and subsidiarily by the laws of the State of Florida, without reference to the conflict of laws principles. (See Section K.2. of the 2025 TACP.) In Section G.3.d. there is an exception to the application of Florida law under the TACP which relates to the admissibility of evidence.
35. In accordance with Section K.6. the “procedural aspects of the proceedings” are governed by the 2025 TACP. The applicable TACP on the substantive merits will be the one in force at the time of the relevant alleged conduct in 2022 and 2024. (See Section K.5).
36. In this case, the AHO must consider circumstantial evidence. In contrast to direct evidence, circumstantial evidence does not directly prove a fact but leads to an inference that it is more likely than not that the fact is established. As suggested in AHO Cavalieros’ decision²:
- “...it [is] particularly relevant to take circumstantial evidence into account in cases involving allegations of corruption such as the present one, due to the secretive nature of corrupt practices, where parties typically ensure that evidence is concealed...”*

² *Bensoussan v. ITIA* issued 22 May 2025 at paragraph 59.

37. The CAS has a number of rulings³ which while not stating that a Player has a duty to refute the evidence of the ITIA; does suggest that a Covered Person *“has a certain duty to contribute to the administration of proof”* by presenting evidence in support of the line of defence. In this case, that line of defence is outlined in the 4 interviews undertaken by the ITIA. Instead of participating in the procedure, the Covered Person has provided a barrage of correspondence from the time of the Notice right up to the Hearing. Then on the day before and after as well as the Hearing day, made threatening emails to the ITIA witnesses, the AHO and the ITIA counsel, suggesting that if the individuals proceeded to participate in the Hearing, they may be subpoenaed, investigated, or prosecuted under Bulgarin, Greek or Serbian criminal law. All this material is entirely groundless. It is an attempt at intimidating individuals and it is completely improper in light of the commitments of the Player to be bound by the TACP. The earlier line of correspondence raised various procedural complaint allegations of EU law violations and threatening legal action without any supporting analysis or facts against the AHO and others. The threats and submissions are rejected and dismissed without further response as baseless and entirely improper and a failure to uphold the obligations to which the Player was bound by the TACP.

³ CAS 2024/A/10295 and CAS 2024/A/10313, Leny Mitjana v. ITIA and ITIA v. Leny Mitjana, para. 168; and CAS 2021/A/8531 Mohamed Zakaria Khalil & Soufiane El Mesbahi & Yassir Kilani v. ITIA, para. 76.

FINDINGS of FACT

(i) Background: Interviews & Two Witness Statements

38. Following four match alerts and two matches of concern, an initial investigation was launched in Bulgaria by the ITIA Investigators, Gee and Bain, holding an interview with the Player on 4 October 2022 (the “1st Interview”). A Demand to provide a mobile phone was made. The Player explained in the interview that “...*his phone broke down one and a half/two months before the interview and he was using his brother’s phone in the meantime*”. The explanation was that he spilled juice on the phone which had damaged the device. The Player identified it as being an iPhone 13. That allegedly damaged phone was never produced.
39. On 16 March 2023 in Greece, a follow up interview was held with the Player (the “2nd Interview”) by ITIA Investigators, Gee and Fletcher. Another Demand for mobile devices was made prior to the interview and the Player signed the Demand.
40. Leading up to the 3rd Interview in Serbia with the Player by Investigators, Rice, and Calton, on 22 May 2024, there had been three further match alerts and two matches of concern in which the Player had played tennis. A further Demand for a mobile device of the Player was made the day before the interview.

41. On 3 December 2024 in Bulgaria, Investigators, Gee and Bain, conducted a follow up interview of the Player, putting together the information from the first three interviews, combined with intelligence gathered from downloads and other intelligence sources.
42. Three other interviews were conducted. ITIA Investigators, Gee and Bain, interviewed two professional tennis players on 29 November and 4 December 2024. The other interview was with a person whose boyfriend was the best friend of the Player and who was interviewed by Investigators, Palul, and Boyd, on 23 October 2024. Collectively referred to as ("Other Interviewees").
43. Investigator Bain provided a witness statement. Analyst Shackel also provided a witness statement. Both individuals answered the Arbitrator's questions during the Hearing. In accordance with Section G.2.c. *"the written witness evidence submitted, ... shall stand as the evidence of that witness without the need for direct examination at the Hearing"*.

(ii) Phones

44. In response to the Demand at the time of the 2nd Interview, the Player provided the investigators with an iPhone 6 ("Phone #1"). During the interview, the Player confirmed that Phone #1 was his only mobile device which was purchased after his 1st Interview.

45. In response to the Demand before the 3rd Interview, the Player provided the investigators with an iPhone X (“Phone #2”). The Player confirmed it was his only phone. He confirmed the point on signing the Demand and stating in the interview, it was the only device he was using when asked if he had more than one phone. The ITIA understood that this Phone #2 replaced the Phone #1 at some point between the 2nd and 3rd Interviews. Phone #2 was subsequently analyzed by ITIA Analyst, Shackel. The phone number [REDACTED] (“phone number XXXX [REDACTED] was associated with Phone #2.
46. The ITIA investigators in the 3rd Interview, having conducted a forensic extraction of data from Phone #2, combined with a download of the Player’s Instagram account, identified that both an Apple iPhone 13 Pro Max and Phone #2 had access to a secret message function on Instagram. The inference was that the Player had access to a further device, that being the iPhone 13 Pro Max, and that device was linked to [REDACTED] (“phone number ##### identified on the Player’s Instagram account, referred to herein as (“Phone #3”).
47. During the 3rd Interview, the Player was asked if he also had another phone newer than Phone #2 which was an iPhone X model. He denied having another phone. He expanded on the denial, indicating that his mother has an iPhone 13 Pro Max. The ITIA asserts that this other phone is Phone #3, and is submitted to be the Player’s device not his mother’s phone. Therefore,

it ought to have been produced at the 1st Interview. Phone #3 was never produced.

48. In the 1st Interview, the Player said he originally had a phone model which was an iPhone 13 but never produced it because it was apparently broken by spilling juice on it. The damaged phone had been replaced by Phone #1, which was produced. However, when analysed, Phone #1 had extraordinarily little data on it.
49. The explanation in the 3rd Interview regarding Phone #3 was to the effect that the Player met his mother for 10 minutes at the border between Bulgaria and Serbia, two days before the 3rd Interview. At first the Player said he did not use his mother's phone, then says he did. Then suggests he might have used it once, maybe, to send a message to a friend or something. After some earlier comments centring on what using the phone meant, the Player states he used the phone because it took better photos than his own older model phone. He does some modeling and needs to send the best quality pictures to the agency.
50. Before the 4th Interview, the Analyst Shackel had analysed the content of Phone #2 which revealed the Player's Instagram account had access to two devices which were in use the day before the 3rd Interview. One was Phone #2, and the other was an iPhone 13 Pro Max. In paragraph 24 of Shackel's witness statement, it is indicated that *"The Player's Instagram account was*

active on both devices before the secret messages feature was disabled a few hours apart on 21 May 2024.” That date being the day before the 3rd Interview.

51. The Player claimed that the iPhone 13 Pro Max, which connected to the Instagram account, belonged to his Mother and that he only used it occasionally to take modelling photos. Other evidence demonstrates much greater frequency of use for such a device.
52. In interview 4, the Player confirmed he was driving with another person (“Tennis Professional”) to a tournament in Serbia. A video shows the two individuals driving in a car together. The Tennis Professional was filming the video on his device while the Player was driving. Analyst Shackel testified that, at the time the video was recorded, the Tennis Professional’s device was connected to a Wi-Fi hotspot labeled “Simon’s iPhone.” Forensic analysis of Phone #2 confirmed that Phone #2 showed no corresponding activity at the relevant time, meaning the hotspot could not have been connected to Phone #2. Therefore, it can be concluded that the Player did have use of more than one phone device.
53. The evidence also contains a photo of the Covered Person sitting on a chair holding an iPhone in his hands with the location tagged as a Hotel in Turkey. The Tennis Professional had taken this photo. The iPhone in the Player’s

hands in the photo could not have been Phone #2 because the forensic analysis of that phone shows no corresponding activity at the time the photo was taken. Therefore, the Player is, in different circumstances, using another phone in his possession while travelling. The submission of the ITIA is that the phone in the photo is Phone #3.

54. Both foregoing examples permit the conclusion that another device is in the possession of the Player while outside of Bulgaria, in places where his mother's phone would be unlikely to be available to him. The foregoing evidence also demonstrates that the interview explanation of occasional use of his mother's iPhone is inaccurate and affects the credibility of his responses during the 3rd Interview. There was more than occasional use of a phone and it was not the use of his mother's phone.
55. Analyst Shakel's testimony outlined the fact that numerous photos were uploaded to the Player's Instagram account that had been taken on an iPhone 13 Pro Max. These were more than modeling photos; they included several personal photos as well. Furthermore, his testimony was to the effect that the usage indicated that an iPhone 13 Pro Max was used frequently in different countries over different dates and times. This demonstrates that the device was not used solely for occasional modeling photography but was regularly in the Player's possession and used for personal purposes.

56. The forensic analysis indicates that the Bulgarian XXXX phone number was used on Phone #2. The Analyst Shackel testified that the #### phone number is suspected to be connected with an iPhone 13 Pro Max. The Other Interviewees all indicated that they either saved or used the #### phone number to be able to or, in fact in one case, to actually communicate with the Player.
57. In the 4th Interview, the Player claims he used the #### phone number, which was his very first phone number which was registered with his father but still existed because it was linked to a good mobile plan. The Player stated: *"...SIM card belongs to my father and this is the phone number [being the #### number] that I used to set up my first Instagram account but this phone was paid by my father."* The Player, in his interview, could not explain why the other Interviewees either saved or used the #### phone number to communicate with him. His answers when questioned about this fact was a rambling response regarding 100 SIM cards. While that might be the case, it does not explain why the Other Interviewees had one specific #### number on their devices.
58. The Player used the #### phone number to communicate voicemail and written text messages with one of the other Interviewees. That interviewee saved the #### number three weeks after the 3rd Interview. In that interview, the Player claimed he only used the XXXX Phone Number with Phone #2. The

Player then states he used the ##### number in a WhatsApp business account which allowed him simultaneous usage of two phone numbers. That explanation was inconsistent with previous statements in interviews. The evidence of Analyst Shackel at the hearing is that the ##### number is not used on Phone #2.

59. In the 4th Interview, the ITIA Investigators informed the Player that the [REDACTED] [REDACTED] (the “Sportsbook”) had been opened using the ##### phone number on 13 February 2022 . The Player had ultimately admitted that the account with the Sportsbook was in his name and that he had opened the account.
60. From all of the foregoing circumstantial evidence, an inference may be drawn that the Player had two phone devices; Phone #2 and an iPhone 13 Pro Max, referred to as Phone #3 by the ITIA, in his possession and use. An inference may be drawn that it is more likely than not that Phone #3 would have information on it that would be adverse in its nature to the best interests of the Player and his explanations in the four interviews. It follows that it is for that reason that it is not provided to the ITIA Investigators following Demands made in accordance with the TACP.
61. Based on the foregoing conclusion from all of the preceding evidence , both circumstantial and direct, and inferences therefrom, the AHO concludes that it is more likely than not that an inference can be drawn that the Player had

possession of a phone device, that being an iPhone 13 Pro Max, labelled in this proceeding as Phone #3. That phone was never produced by the Player in response to the various Demands for providing all of his mobile devices.

(iii) Betting Account

62. When asked at the 1st Interview, the Player stated he had no betting accounts and did not bet. He also stated he never bet on tennis. In the 2nd Interview the Player again confirmed his earlier statement that he did not bet on tennis.
63. In paragraph 59 above, it is noted the Player admitted opening the betting account at the Sportsbook. The account was active between 13 February and 1 October 2022 when the account was closed the day after the 1st Interview on 5 October 2022.
64. The Player's explanation of the existence of the account is that he wanted to assist his friend, [REDACTED] who was an addicted gambler and could not open his own account. However, he could not remember his friend's last name. The Player wrote on 4 December 2024, to Investigator Gee, an explanatory email the day after the 4th Interview, stating that the surname of his "*very good friend*" was "[REDACTED]". He further stated that he had now lost contact with [REDACTED] but thought he was on board a ship. He further commented that the Bulgarian Gambling Commission could confirm

that his friend was on their interdicted list. Neither point could be corroborated by further investigation by the ITIA Investigator. However, as noted by CAS the Player has an obligation to produce information in support of his line of defence. (See paragraph 37)

65. On 23 December 2024, a further email discussed points related to the Player's prior correspondence. On 10 January 2025, the Player provided an alleged power of attorney to enable his friend [REDACTED] to use the bank account to fund the betting account in the Player's name. The Player claimed that when he learned of [REDACTED] betting on tennis matches, rather than using the account to play games at the local casino, the Player terminated the betting account.
66. The Player indicated in his 4th Interview that the account was funded by [REDACTED] who would give him cash, The Player would deposit on [REDACTED] behalf into his bank account for [REDACTED] use. The Player would subsequently pay from his bank into the Sportsbook account, monies stated to have been received and deposited by [REDACTED] Monies were also received back from the Sportsbook account and deposited into the account of the Player.
67. The ITIA counsel presented 8 varied reasons for not treating the foregoing explanations of the Player credible.

68. The AHO finds that upon review of all the email correspondence and interview transcripts, the explanations of the Player are not credible. The Player, during the 4th Interview, could not remember the surname of his “*very good friend*” and could not provide any contact details, email, or phone numbers for [REDACTED]. At the time of authoring the emails to the investigator in December 2024, it was alleged that [REDACTED] was not in the country but working on a ship somewhere. No response from the Bulgarian Gambling Commission were provided by the Player. No corroboration of the placement on a ship or of the Gambling Commission could be obtained by the ITIA. There exists an absence of any confirmation from the bank in Bulgaria from which the power of attorney originated, as to the document’s validity. Furthermore, all of this information comes after the 4th Interview, having never been raised in any of the previous interviews. As the CAS cases (cited at paragraph 37) indicate, a Player has a certain duty to refute the evidence of the ITIA by presenting evidence in support of the line of defence. This was never done and leads the AHO to conclude that the Player’s responses strain credulity and lacks any direct corroborating support. The AHO finds all the statements about the unknown use of the Sportsbook account and his personal bank are not plausible and defy logic. Those explanations have not one iota of supporting confirmation or corroboration of what the Player has stated or written. The AHO finds the explanations given in interviews and email correspondence are a cover up and smoke screen to obfuscate the real facts.

69. For the charge of wagering as discussed in the case of *ITIA v. Kolar & Riley*⁴, more than just linking the betting account to the Player is required. The account must be under the control of the Player. The facts in this case do establish by the preponderance of the evidence that at the relevant time he was the person placing the bets, not as he states in interviews, some other person named [REDACTED]. There is no corroborating evidence that this person even exists. Control was present as the money was going in and out of the Player's bank account to the Player's betting account at the Player's direction with no other evidence to contradict the determination that he was the person placing the substantial number of bets.
70. From all of the foregoing, both circumstantial inferences and direct evidence, the AHO concludes that it is more likely than not that the bets placed on the Sportsbook betting account were placed by the Player.

ALLEGED BREACHES OF THE 2022 AND 2024 TACP

(i) 2022 Alleged breach of Section D.1.a. Wagering

71. The Player admitted opening a betting account in his name at a Sportsbook. The bank account linked to the betting account belonged to the Player. The phone number ending in [REDACTED] was used to open and establish the account.

⁴ AHO decision dated 13 March 2023.

That phone number is found to be used in Phone #3, which is found to be one of the Player's phones. The betting account and its activity was under the control of the Player.

72. There were 314 bets placed on tennis matches between 13 February and October 2022. Given all of the foregoing reasons and findings by inference, it is a logical conclusion based on all of the evidence that the bets placed in the account were those of the Player, not the mysterious [REDACTED]. The actions of the Player were within the definition of Wager in Section B.41 of the 2022 TACP. The betting account was closed the day after the 1st Interview, i.e. 5 October 2022.
73. The Player's bank account shows the payment of money to the Sportsbook account and receipt of monies back therefrom. The wagering activity within the account from April to October 2022 is extensive and results in a finding that Section D.1.a. of the 2022 TACP was breached.

(ii) 2024 Alleged Breach of Section F.2.b. Non-Cooperation

74. The AHO found by inference as a fact that Phone #3 was used by the Player in connection with phone number [REDACTED]. That phone was never produced by the Player who always claimed that the only phone he had was Phone #2. He consistently denied having in his possession and use of Phone #3. Proper Demands for mobile devices in use by the Player were made on 4 October

2022, 16 March 2023, and 21 May 2024. The failure to co-operate extends over a period of more than one and a half years. This case is similar to other cases.⁵

75. Given all of the facts and surrounding circumstances, Phone #3 might well contain information that is adverse to the statements and explanations of the Player as set out in interviews with the ITIA Investigators. Therefore, the withholding of Phone #3 from the Demands to turnover mobile devices in the 4th Interview and earlier were never complied with. In so doing, a strategic item of interest in the investigation was withheld and prevented forensic examination.⁶
76. For all of the foregoing reasons, it is declared that the Duty of Co-operation imposed on the Player in Section F.2.b. of the 2024 TACP has been breached.

SANCTIONS

77. For breach of Section 2.1.a. for wagering, the 2022 TACP in Section H.1.a. (ii) provides for a 3 year period of ineligibility from Participation in any Sanctioned Events. For breach of section F.2. of the 2024 TACP on non-

⁵ See on failure to produce a phone device *ITIA v. Muslalek*, AHO decision dated 4 August 2023.

⁶ See also *withholding evidence vital to the investigation ITIA v. Broville*, AHO decision 11 January 2024

cooperation, can be a period of ineligibility for a maximum period of permanent ineligibility as provided by Section H.1.a. (iii).

78. The Broville case, *supra*, and footnote 2 of the 2025 ITIA Sanctioning Guidelines suggest that a Covered Person cannot get out of match fixing cases by non-cooperation and thereby possibly receive a lesser sanction than what might occur if all the evidence was available to review. In this case there were numerous notices of possible match fixing of matches in which the Player had played. Although the state of the evidence does not establish anything more than wagering.
79. The Player in this case during interviews, provided incredulous, contradictory, and implausible explanations regarding his mother's phone. He attempted to mislead the investigators by his implausible explanations and withheld the Phone #3 deliberately using misleading and false explanations to hide the fact he had another phone. He was acting with malice and deliberate forethought backed up by intimidating and threatening attacks on the ITIA Institution and the persons involved in this proceeding. There was no respect of his contractual duties and the personal well being of those he proposed to threaten and intimidate. He was perverting the course of justice. The non-cooperation charge requires that the wagering sanction be augmented because of the egregious non-cooperation. That justifies adding one year to the wagering sanction making it a four-year period of ineligibility.

80. Then there is the behaviour of the Player in his constant barrage of annexes alleging improper conduct of all involved in these proceedings, be they the ITIA investigators, the ITIA itself and its counsel, and myself as the AHO. What makes this even more serious is the obvious attempt to halt the proceedings by suggesting criminal attack on the part of the AHO and others who would be charged criminally. This was an attempt to tamper with witnesses and evidence they might provide and, to intimidate and deflect the proper pursuit of the disciplinary proceeding. The conduct was outrageous and an attempt to divert the proper administration of the TACP. That is a serious aggravating factor. There are no mitigating circumstances. Therefore, the AHO finds that the noncooperation breach should result in a 2 year sanction beyond the wagering sanction.
81. For all of the foregoing reasons the period of ineligibility from Participation in any Sanctioned events under Section H.1.a. is set at five years.
82. Section H.2.a.(i) also permits a sanction of a fine up to \$250,000. The ITIA submits that the amount ought to be \$15,000 USD. The AHO sets the fine at \$5,000 for each year of ineligibility thereby making the fine \$25,000 USD.

ORDERS

83. Based on all of the above, the following orders are made:

- I. Simon Ivanov is a Player and Covered Person within the meaning of the Definitions in Sections B.28 and B.10 of the 2025 TACP.
- II. The Covered Person is found to have committed Corruption Offenses and breached Sections: D.1.a, of the 2022 TACP, and F.2.b. of the 2024 TACP.
- III. As a result of the foregoing breaches of the 2022 and 2024 TACP, the Covered Person, pursuant to Section H.1.a.(ii) & (iii) of the 2025 TACP, is declared ineligible to Participate in any Sanctioned Events for a period of five years.
- IV. The period of ineligibility ordered herein is effective on the day after the present final Decision, in accordance with Section F.6.h.(ii) of the 2025 TACP. The period of ineligibility will commence on the 16th day of August 2025 and ending upon the 15th day of August 2030.
- V. The Covered Person, pursuant to Section H.1.a.(i) of the 2025 TACP is to pay a fine of USD \$25,000. In accordance with Section J.1. of the 2025 TACP, the fine must be paid in full by the Player prior to being reinstated.
- VI. The present Decision is the “*full, final and complete*” disposition of the matter and is binding on all Parties by Section G.4.d. of the 2025 TACP. In accordance with Section I.1. of the 2025 TACP there may be a right of appeal to the Court of Arbitration for Sport (CAS). The expiry of a filing of an appeal to CAS is twenty Business Days from the date of receipt of the herein Decision in accordance with section I.4 of the 2025 TACP.

- VII. Regardless of any appeal to CAS, the Decision herein will remain in effect while under appeal in accordance with Section I.2. of the 2025 TACP, unless CAS orders otherwise.
- VIII. In accordance with Section G.4.e of the 2025 TACP the ITIA will publicly report this Decision in full.
- IX. All 42 email requests and supporting annexes A to AC issued between 12 May and 30 July 2025 are hereby dismissed.

DATED at LONDON, ONTARIO, CANADA THIS 15th DAY of AUGUST 2025.

A handwritten signature in black ink, appearing to read "Richard H. McLaren". The signature is fluid and cursive, with the first name "Richard" and last name "McLaren" clearly distinguishable.

**Professor Richard H. McLaren, O.C.,
Anti-Corruption Hearing Officer**