

**IN THE MATTER OF ALLEGED CORRUPTION OFFENSES  
UNDER THE TENNIS ANTI-CORRUPTION PROGRAM**

**SIMOHAMED HIRS**

**-v-**

**PROFESSIONAL TENNIS INTEGRITY OFFICERS**

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**DECISION  
28 JULY 2021**

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**Amani Khalifa  
Anti-Corruption Hearing Officer**

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## **I. INTRODUCTION**

1. This Award is rendered under Section G.4.b. of the 2020 Tennis Anti-Corruption Program (*2020 TACP*).
2. Capitalised terms not otherwise defined below shall have the same meaning ascribed to them in the 2020 TACP.

## **II. PARTIES**

3. Professional Tennis Integrity Officers (*PTIOs*) are appointed by each Governing Body (the ATP, the ITF, the WTA and the GSB,) who participates in the Tennis Anti-Corruption Program as amended from time to time (*TACP*). They are responsible for enforcing the TACP.
4. The PTIOs are represented in these proceedings by Mr Ross Brown and Ms Hannah Kent of Onside Law.
5. Simohamed Hirs (*Hirs, or the Player*) is a 23-year-old Moroccan tennis player. He is not currently competing professionally.
6. Hirs is not represented by counsel in these proceedings.
7. Amani Khalifa holds an appointment as an Anti-Corruption Hearing Officer (*AHO*) under Section F.1. of the TACP. No party has objected to her appointment, her independence or her impartiality.

## **III. JURISDICTION**

8. Hirs registered for an ITF International Player Identification Number (*IPIN*) in December 2010 and received IPIN [REDACTED]. He has paid fees for the IPIN since 2010. Hirs also endorsed the ITF Player Welfare Statement (*PWS*) between 2010 and 2018. His last endorsement was 5 February 2018. Hirs last completed the mandatory Tennis Integrity Protection Programme (*TIPP*) on 8 May 2017. These actions demonstrate that he confirmed his agreement to adhere to the ITF rules and regulations, which include the TACP.

9. Hirs played in [REDACTED] Tournaments between 2014 and 2018, with two events taking place in Tunisia, and the rest in Morocco. Hirs, by using his IPIN, agreed to comply with and be bound by the rules of tennis including the TACP.
10. Hirs fits the definition of “Player” and “Covered Person” under the 2017 Tennis Anti-Corruption Program (*2017 TACP*) and the 2018 Tennis Anti-Corruption Program (*2018 TACP*). Whilst the 2020 TACP restricts the definition of Player to those who played professional tennis within the previous two-year period, under section K.5 and K.6, it applies only to the procedural aspects of these proceedings.
11. Under section K.6 of the 2017 and 2018 TACPs (which are identical), the question of the Player’s liability falls to be determined in accordance with the programs that were in force when the alleged conduct took place, in this case, the 2017 TACP and the 2018 TACP.
12. Moreover, under section C.2. of the 2020 TACP (and K1 of the 2017 and 2018 TACP), the limitation period for bringing proceedings against a Covered Person is either eight years from the occurrence of the alleged conduct or two years after its discovery, whichever is later. Since the alleged Corruption Offenses took place in the period between August 2017 and August 2018, these proceedings have been commenced before the limitation period in the TACP expired.
13. Hirs has not contested the AHO’s jurisdiction to issue a decision on the charges against him. For these reasons, the AHO has jurisdiction.

#### **IV. PROCEDURAL HISTORY**

14. On 27 October 2020, the PTIOs served the Player with a notice of charge pursuant to section G.1.a of the 2020 TACP (*Notice*). The PTIOs issued the Notice upon review of evidence and subsequent investigation by the TIU relating to potential violations of the 2017 TACP and the 2018 TACP by Hirs. The alleged offenses relate to seven tennis matches that took place between August 2017 and August 2018 (*Offenses*). The PTIOs allege that the Covered

Person fixed or attempted to fix elements of these matches. The summary of the charges in the Notice reads:

“In total, you are charged with:

1. Six breaches of section D.1.d of the TACP, by contriving or attempting to contrive the outcome of professional tennis matches.
2. One breach of section D.1.e of the TACP, by soliciting another player not to use his best efforts in an event.
3. One breach of section D.2.a.1, by failing to report a corrupt approach.
4. In the alternative, you are also charged with seven further breaches of section D.2.a.i and/or D.2.a.ii of the TACP for failing to report corrupt approaches made to you and/or knowledge or suspicion of Corruption Offenses.”

15. On the same day, Hirs responded by requesting the TIU for a French translation of the Notice and its enclosures.
16. On 4 November 2018, the PTIOs provided Hirs with the French version of the Notice as per his request. On the same day, the AHO advised Hirs that he has 14 days to respond to the charges.
17. On 23 November 2020, Hirs replied to the AHO in French, disputing the charges against him. He claimed that the charges were unfair and unfounded noting that he had stopped playing professional tennis in 2018. He requested a hearing to contest the investigators’ report.
18. In view of the Player’s response, on 1 December 2020, the PTIOs requested a case management conference.
19. On 7 December 2020, the AHO set the case management videoconference for 17 December 2020 in accordance with section G.1.g of the 2020 TACP. The AHO confirmed that, pursuant to section K.7 of the 2020 TACP, the videoconference would be conducted in English. The AHO advised Hirs to appoint counsel and shared the agenda for the videoconference.

20. On the same day, Hirs responded to the AHO's email, inquiring whether the videoconference could be conducted in French. He informed the AHO that he could not afford to retain counsel. The AHO requested the PTIOs to confirm whether arrangements could be made for simultaneous translation. The PTIOs confirmed they would arrange a French translator for a consecutive translation and that simultaneous translation would be provided at the main hearing. Counsel also confirmed their availability for the videoconference.
21. On the same day, the AHO informed Hirs that there would be a translator present during the videoconference and advised him to read all the documents filed in the case carefully.
22. On 17 December 2020, the AHO held the case management videoconference. It was attended by Hirs, [REDACTED] [REDACTED] (the translator), the AHO and the PTIOs. Dates for the exchange of evidence, filing of submissions and the final hearing date (4 May 2021) were agreed by Hirs and the PTIOs. [REDACTED] translated the discussion into French for Hirs' benefit.
23. On 8 January 2021, the AHO issued directions, including the dates agreed during the case management videoconference, in accordance with section G.1.g.ii of the 2020 TACP.
24. On 15 January 2021, the PTIOs submitted their disclosure documents.
25. On 5 February 2021, the PTIOs submitted witness statements for Mr John Nolan and Mr Simon Cowell of the ITIA. Counsel also informed the AHO that based on further analysis of the WhatsApp communication between [REDACTED] [REDACTED] and [REDACTED] [REDACTED] the PTIOs were formally withdrawing Charge 4, i.e., the charge in relation to a [REDACTED] match dated [REDACTED] November 2017 between Hirs and [REDACTED] [REDACTED] against [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
26. Hirs missed the deadlines for submission of supporting evidence and written statements.
27. On 16 February 2021, the AHO reminded Hirs of the upcoming deadlines of 19 March 2021 for submission of his answer brief and the date of the hearing.

28. On 26 February 2021, the PTIOs filed their submissions.
29. On 5 March 2021, PTIOs filed a French translation of their submissions.
30. On 15 March 2021, the AHO issued another reminder to Hirs regarding the deadline for submitting his answer brief. Hirs failed to submit his answer or to seek an extension by the deadline of 19 March 2021 or at all.
31. On 24 March 2021, the PTIOs requested Hirs to confirm his intention to participate in the proceedings and attend the hearing.
32. On 25 March 2021, the AHO directed Hirs to respond by 26 March 2021. Hirs failed to respond by the deadline.
33. On 1 April 2021, the AHO proposed to convene the hearing virtually in view of the prevailing travel restrictions. The PTIOs sent a French translation of the AHO's email to Hirs.
34. On 15 April 2021, the AHO directed Hirs to confirm whether he would attend the hearing and contest charges by no later than 21 April 2021. The AHO confirmed that if Hirs failed to confirm his attendance, the AHO would proceed to rule on the charges based on the evidence on record.
35. On 22 April 2021, in the absence of any response from Hirs, the PTIOs requested a call to address the AHO on the charges and to allow the AHO the opportunity to ask questions.
36. On the same day, the AHO vacated the hearing date of 4 May 2021. The AHO invited the PTIOs and Hirs to agree on another date for the call to discuss the charges. Hirs failed to respond and the AHO set the call for 1 June 2021.
37. On 6 May 2021, the AHO directed the PTIOs to address sanctions during the call in the event a finding was made against Hirs on liability.
38. The call with the PTIOs took place on 1 June 2021 and was attended by counsel for the PTIOs, the AHO and Mr Rutherford and Mr Nolan from the ITIA. Hirs did not attend.

39. On 4 June 2021, the PTIOs submitted legal authorities in support of their submissions on sanction.
40. On 15 June 2021, the PTIOs sent the transcript of the Hearing to the AHO and Hirs.
41. On 15 June 2021, Hirs emailed the AHO and PTIOs contesting the charges. Hirs explained that his absence was due [REDACTED] and the holy month of Ramadan. He asserted that he had forgotten about the proceedings but remembered when he heard of investigations against other Moroccan players. He requested a hearing.
42. On 16 June 2021, the AHO invited the PTIOs to respond to Hirs' request for a hearing by 18 June 2021.
43. On 17 June 2021, Hirs requested a one-month adjournment to prepare his defence to the charges.
44. On 17 June 2021, the PTIOs contested Hirs' application for a hearing on the grounds that his failure to engage with the proceedings was unjustified and convening a further hearing would waste further time and costs.
45. On the same day, Hirs denied the charges against him and submitted his defence to the allegations made by the PTIOs. He reiterated his request for a hearing.
46. On 20 June 2021, the AHO dismissed Hirs' application to hold another hearing on the grounds that he agreed to the timing of each step in the proceedings during the case management videoconference and his absence was unjustified because he failed to notify the AHO of the extenuating circumstances before the expiry of the deadlines. The AHO confirmed that she would take account of Hirs' written submissions on the various charges and invited Hirs to make submissions on sanctions by not later than Sunday 27 June 2021.
47. On 26 June 2021, Hirs made submissions on sanctions and reiterated his denial of the charges.



## V. BACKGROUND FACTS

48. On [REDACTED] August 2017, Hirs lost a [REDACTED] match against [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] tournament in [REDACTED] Morocco [REDACTED] [REDACTED]
49. On [REDACTED] November 2017, Hirs and his partner [REDACTED] [REDACTED] lost a [REDACTED] match against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] Tournament in [REDACTED] Morocco [REDACTED] [REDACTED]
50. On [REDACTED] November 2017, Hirs lost a [REDACTED] match against [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] tournament in [REDACTED] Morocco [REDACTED] [REDACTED]
51. On [REDACTED] December 2017, Hirs played a [REDACTED] match at the [REDACTED] [REDACTED] tournament in [REDACTED] Tunisia, where he played with [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] Hirs lost the match [REDACTED] [REDACTED]
52. On [REDACTED] December 2017, [REDACTED] [REDACTED] and [REDACTED] [REDACTED] lost to [REDACTED] [REDACTED] and [REDACTED] [REDACTED] at an [REDACTED] [REDACTED] tournament in [REDACTED] Tunisia [REDACTED]
53. On [REDACTED] August 2018, Hirs lost a [REDACTED] match against [REDACTED] [REDACTED] at the [REDACTED] [REDACTED] tournament in [REDACTED] Morocco [REDACTED] [REDACTED]
54. The TIU became aware of Hirs' potential involvement in Corruption Offenses when information was provided to it by an anonymous source in November 2018.<sup>7</sup> The TIU also received information from a criminal investigation into the actions of an Armenian organised crime group by law enforcement in Belgium.

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<sup>1</sup> Hearing Bundle, p 93.

<sup>2</sup> Hearing Bundle, p 94.

<sup>3</sup> Hearing Bundle, p 95.

<sup>4</sup> Hearing Bundle, p 97.

<sup>5</sup> Hearing Bundle, p 98.

<sup>6</sup> Hearing Bundle, p 99.

<sup>7</sup> Hearing Bundle, p 107.

55. Belgian law enforcement obtained a forensic download of mobile phones belonging to ██████████ ██████████ a key member of the ██████████ organised crime group. One of ██████████ main contacts in professional tennis was a ██████████ former professional tennis player, ██████████ ██████████. The exchanges between ██████████ and ██████████ only discuss match-fixing.
56. Between 18 July 2017 and 12 April 2018, ██████████ and ██████████ exchanged over 2500 messages and discussed the outcome of twenty-four professional tennis matches for betting related purposes. Some of these messages are believed by the TIU to relate to the abovementioned tennis matches.
57. On 27 October 2020, the PTIOs served the Notice on Hirs.

## **VI. THE SUBMISSIONS OF THE PARTIES**

### **A. THE PTIOS**

58. The PTIOs submit that Hirs:
- (a) breached section D.1.d of the 2017 TACP by contriving the outcome of his matches on ██████████ August 2017 (Charge 1), ██████████ November 2017 (Charge 2), ██████████ November 2017 (Charge 3) and ██████████ December 2017 (Charge 5).
  - (b) Breached section D.1.d of the 2018 TACP by attempting to contrive the outcome of his match on ██████████ August 2018 (Charge 8).
  - (c) Breached section D.2.a.i of the 2017 TACP by failing to report a corrupt approach to the TIU (Charge 6).
  - (d) Breached section D.1.e of the 2017 TACP by soliciting ██████████ ██████████ not to use his best efforts in an event (Charge 7); and
  - (e) in the alternative to charges 1, 2, 3, 5, 7, and 8, breached section D.2.a.i and/or D.2.a.ii by not reporting the corrupt approaches by ██████████ and ██████████ to the TIU at the relevant time.

59. The PTIOs submit that WhatsApp messages between [REDACTED] [REDACTED] and [REDACTED] [REDACTED] are relevant to charges 1 to 3 and charges 5 to 7.
60. The PTIOs submit that Facebook messages between [REDACTED] [REDACTED] a well-known and prolific corruptor from [REDACTED] who was formerly a professional tennis player, and [REDACTED] [REDACTED] a professional tennis player from [REDACTED] are relevant to charge 8.
61. The PTIOs submit that these exchanges and the related evidence establish the allegations set out above on the preponderance of the evidence which is the standard of proof prescribed by section G.3.a of the TACP.
62. The PTIOs have submitted witness statements from John Nolan and Simon Cowell. They were both investigators with the TIU (now the ITIA) at the time of the investigations into Hirs.

**B. THE PLAYER**

63. Hirs denies all the charges and any wrongdoing.
64. He maintains that the PTIOs have failed to prove the charges. He argues that the evidence against him is derived from conversations to which he was not a party and, in the case of charge one, is highly speculative.
65. His submissions in respect of each of the charges is set out more particularly below.

**VII. THE APPLICABLE PROVISIONS OF THE 2017, 2018 AND 2020 TACP**

66. Section K.1. of the 2017 and 2018 TACP and Section C.2. of the 2020 TACP are identical and read as follows:

C. Covered Players, Persons and Events.

2. No action may be commenced under this Program against any Covered Person for any Corruption Offense unless such action is commenced within either (i) eight years from the date that the Corruption Offense allegedly occurred or (ii) two years after the discovery of such alleged Corruption Offense, whichever is later.

67. Section K.6 of the 2017 TACP and 2018 TACP are identical and read as follows

K. General

6. This Program is applicable prospectively to Corruption Offenses occurring on or after the date that this Program becomes effective. Corruption Offenses occurring before the effective date of this Program are governed by any applicable earlier version of this Program or any former rules of the Governing Bodies which were applicable on the date that such Corruption Offense occurred.

68. Section D.1.d. and D.1.e. of the 2017 and 2018 TACP are identical read as follows:

D. Offenses

1. Corruption Offenses

**d.** No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

**e.** No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.

69. Section D.2.a.i. and D.2.a. ii. of the 2017 and 2018 TACP are identical and read as follows:

D. Offenses

2. Reporting Obligation.

a) Players.

i) In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player to (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.

ii) In the event any Player knows or suspects that any other Covered Person or other individual has committed a Corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the TIU as soon as possible.

70. Section F.2.b. of the 2020 TACP reads as follows:

## F. Investigation and Procedure

### 2. Investigations.

b. All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. Even in the case where a Covered Person is represented by a legal counsel, the Covered Person is still personally responsible for ensuring that they cooperate fully with the investigation. The Covered Person shall be deemed not to have cooperated if the Covered Person's legal counsel interferes with a TIU investigation.

71. Section G.3.a. of the 2020 TACP reads as follows:

## G. Due Process

### 3. Burdens and Standards of Proof.

a. The PTIO (which may be represented by legal counsel at the Hearing) shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the PTIO has established the commission of the alleged Corruption Offense by a preponderance of the evidence.

72. Section H.1.a. of the 2017 TACP provides:

## H. Sanctions

1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any event organised or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2., ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.

73. Section H.1.a. of the 2018 TACP provides:

## H. Sanctions

1. The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

a. With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years unless permitted under Section H.1.c, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) Section D.2. and Section F ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

## **VIII. AHO DECISION**

### **A. PROCEDURAL MATTERS**

74. Section G of the 2020 TACP is entitled "Due Process". Section G.2.b. provides that:

"The Covered Person shall have the right (i) to be present and to be heard at the Hearing and (ii) to be represented at the Hearing, at his or her expense, by legal counsel. The Covered Person may choose not to appear at the Hearing, but rather to provide a written submission for consideration by the AHO, in which case the AHO shall take such submission into account in making his or her Decision. However, the non-attendance of the Covered Person or his or her representative at the Hearing, after proper notice of the Hearing has been provided, shall not prevent the AHO from proceeding with the Hearing in his or her absence, whether or not any written submissions are made on his or her behalf."

75. In this case, Hirs did not attend the hearing, despite having agreed to the date set during the case management videoconference and having been given ample notice and multiple reminders. Under section G.2.b, the Covered Person may choose not to appear at the Hearing, but rather, to provide a written submission for consideration by the AHO. Hirs provided written submissions on 17 June 2021 and the AHO has taken them into account in reaching her decision.

76. The AHO dismissed Hirs' request to convene a further hearing on the ground that it would waste time and costs and it was unjustified due to Hirs' failure to attend the hearing despite multiple reminders and his agreement to the date set.
77. Hirs was given proper notice of the hearing and the call with the PTIOs to discuss the charges against him.
78. On 16 February 2021, the AHO wrote to Hirs to draw his attention to the upcoming deadlines for a) submission of his written brief and b) the Hearing.
79. The AHO sent a further reminder to Hirs to submit his written brief on 15 March 2021.
80. On 24 March 2021, the PTIOs invited Hirs to confirm his attendance at the hearing. On the next day, the AHO directed Hirs to respond to the PTIO's request. No response was forthcoming.
81. On 15 April 2021, the AHO sent Hirs a further and final invitation to confirm his attendance at the hearing by no later than 21 April 2021 and informed Hirs that unless he did so, the AHO would proceed to issue her decision based on the evidence on record.
82. On 22 April 2021, in the absence of any response from Hirs, the AHO vacated the hearing date and invited Hirs and the PTIOs to confirm their availability for a call to discuss the charges. Hirs was also given ample notice of the call to discuss the charges against him. On 27 April 2021, the PTIOs wrote to the AHO, copying Hirs proposing 1, 2 or 3 June 2021 for the call to discuss the charges. On the same day, the AHO wrote confirming the call had been set for 1 June 2021 at 10:00 a.m.
83. On 2 May 2021, the AHO sent Hirs and the PTIOs the Microsoft Teams invitation for the call to discuss the charges.
84. Hirs received further correspondence on logistics for the call from the AHO and PTIOs on 27 April 2021, 6 May 2021, 28 May 2021 and 29 May 2021.

85. On 1 June 2021 at 10:00 a.m. the AHO convened the call to discuss the charges against Hirs. The call was attended by Mr John Nolan as well as counsel for the PTIOs and the AHO.
86. The AHO has considered all the facts, allegations, legal arguments, and evidence submitted by the PTIOs and Hirs in the present proceedings. The AHO has also considered Hirs' comments on the charges made during his interview with John Nolan.
87. For convenience, the AHO has divided the charges into four categories as follows:
- a. Category 1 encompasses four alleged breaches of Section D.1.d and one breach of Section D.2.a.i of the 2017 TACP (Charges 1 to 3, 5 and 6). These charges all relate to and arise from messages exchanged between [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
  - b. Category 2 relates to an alleged breach of Section D.1.e of the 2017 TACP (Charge 7) and also arises from messages exchanged between [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
  - c. Category 3 relates to an alleged breach of Section D.1.d of the 2018 TACP (Charge 8). This charge arises from Facebook messages exchanged between [REDACTED] [REDACTED] and [REDACTED] [REDACTED]
  - d. Category 4 relates to seven alleged breaches of Section D.2.a.i and/or D.2.a.ii of the 2017 and 2018 TACPs, in the alternative to other Charges (Charge 9).

**B. CATEGORY 1 (CHARGES 1 TO 3, 5 AND 6)**

88. The four matches in this category, which are relevant to charges 1, 2, 3 and 5 are:
- a. [REDACTED] [REDACTED] tournament on [REDACTED] August 2017, [REDACTED] Morocco, in which Hirs lost [REDACTED] [REDACTED] (Charge 1);
  - b. [REDACTED] [REDACTED] tournament on [REDACTED] November 2017, [REDACTED] Morocco, in which Hirs lost [REDACTED] [REDACTED] (Charge 2);



- c. [REDACTED] tournament on [REDACTED] November 2017, [REDACTED] Morocco, in which Hirs lost [REDACTED] [REDACTED] (Charge 3);
- d. [REDACTED] tournament on [REDACTED] December 2017, [REDACTED] Tunisia, in which Hirs lost [REDACTED] [REDACTED] (Charge 5).

89. The PTIOs have charged Hirs under section D.1.d of the 2017 TACP in relation to these matches.

90. Section D.1.d provides: “*No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event*”;

91. Charge 6 relates to an alleged failure by Hirs to report a corrupt approach in breach of Section D.2.a.i which reads:

In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player’s obligation to report such incident to the TIU as soon as possible.

### 1. Charge 1

92. Charge 1 relates to a [REDACTED] match on [REDACTED] August 2017 in [REDACTED] Morocco. The PTIOs allege that Hirs breached section D.1.d of the 2017 TACP by directly or indirectly contriving the outcome of this match. Hirs lost the match to [REDACTED] [REDACTED] [REDACTED] with [REDACTED] breaks of serve in each set. The evidence for this charge includes WhatsApp messages between [REDACTED] and [REDACTED]

93. The messages relating to this charge begin on [REDACTED] August 2017. [REDACTED] asks [REDACTED] about the options for fixes the following day. In response, [REDACTED] suggests matches involving Hirs and [REDACTED] (another player).<sup>8</sup>

94. [REDACTED] then suggests moving the conversation to Telegram.<sup>9</sup> The PTIOs allege that [REDACTED] and [REDACTED] used Telegram to discuss the terms of the fix. However, any messages exchanged on Telegram do not form part of the record.

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<sup>8</sup> Hearing Bundle, p 190.

<sup>9</sup> Hearing Transcript, p 19.

Later the same day, they exchanged further messages on WhatsApp to confirm that ██████ would talk to both Hirs and ██████ at ██████ behest.

95. On 3 August 2017, ██████ and ██████ exchanged messages regarding a payment of '2.8' that was to be made to a ██████ ██████ believed by the PTIOs to be an associate of ██████<sup>10</sup> John Nolan has testified that it is usual practice in match-fixing cases for payment transfers to be made to a trusted friend or family member. The inference is that '2.8' means USD2,800, including ██████ share for arranging the fix.<sup>11</sup>
96. The PTIOs submit that although the exchanges between ██████ and ██████ relating to Charge 1 are relatively limited, they clearly suggest they were communicating about Hirs' match and that ██████ was communicating with Hirs.<sup>12</sup>
97. During his interview, Hirs denied speaking to ██████ and claimed he lost because his opponent was a better player.<sup>13</sup> He claims that ██████ name is also mentioned in the WhatsApp exchanges and he pulled out at ██████, thereby suggesting that the payment of USD2800 could relate to his match.<sup>14</sup> Hirs also contends that the PTIOs have provided no evidence showing that ██████ contacted him.<sup>15</sup>
98. Under section G.3.a of the 2017 TACP, the PTIOs have the burden of establishing that a Corruption Offense has been committed on the preponderance of the evidence. This is a higher evidential standard than the balance of probabilities and therefore, if an alternative explanation of the evidence is equally likely, the charge must be dismissed.

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<sup>10</sup> Hearing Bundle, p 193.

<sup>11</sup> Hearing Bundle, p 129.

<sup>12</sup> Hearing Transcript, p 20.

<sup>13</sup> Hirs' interview, p 16.

<sup>14</sup> Hirs' submissions dated 17 June 2021

<sup>15</sup> Hirs submissions on sanctions dated 26 June 2021.

99. Although the messages exchanged demonstrate that ██████ undertook to speak to Hirs,<sup>16</sup> the terms of the fix were discussed on Telegram and are not on record. Since two players are mentioned in the messages, it is possible that the fix related to the matches played by either one or both players. The AHO accepts Hirs' submission that the evidence can be equally explained by a fix involving ██████. There is therefore insufficient evidence on record to conclude that Hirs directly or indirectly contrived the outcome of his match against ██████ ██████.
100. For these reasons, based on the preponderance of the evidence, the charge against Hirs under Section D.1.d of the 2017 TACP must be dismissed.

## 2. Charge 2

101. Charge 2 relates to a ██████ match on 6 November 2017 in ██████ Morocco. The PTIOs allege that Hirs breached section D.1.d of the 2017 TACP by directly or indirectly contriving the outcome of this match. Hirs and ██████ ██████ lost ██████ ██████ against ██████ ██████ and ██████ ██████. The evidence for this charge includes WhatsApp exchanges between ██████ and ██████ on the day of the match and subsequent MoneyGram transfers.
102. ██████ is alleged to have suggested a fix to ██████ for "*Hirs double*" by stating " $set + break > 1000 + 500$ ".<sup>17</sup> John Nolan explains in his witness statement that he interprets that as an offer to lose the ██████ set and the ██████ service game in it but concedes that the exact terms of a fix are sometimes difficult to establish.
103. Following receipt of the offer, ██████ responds saying that he has spoken to Hirs and Hirs made a counteroffer.<sup>18</sup>

I just talked to him and he wants to do it at 1200 each and 2400 for both ██████ in the ██████ set

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<sup>16</sup> Hearing Bundle, p 129.

<sup>17</sup> Hearing Bundle, p 196.

<sup>18</sup> Hearing Bundle, p 196.

104. ██████ responds with counteroffers of a USD500 uplift on the original offer and an alternative counteroffer to lose the ██████ set ██████ for USD2,000 + 500.<sup>19</sup>
105. Following lengthy exchanges, the original offer was accepted towards the end of the first set (at ██████ with the second set starting at ██████). ██████ and Hirs lost the ██████ service game of that set with ██████ serving a double fault at ██████ ██████
106. Within two minutes of the conclusion of the match, ██████ confirmed that he owed ██████ USD1500 ‘*You’ve got 1.5 with me*’.
107. On 10 November 2017, ██████ received (through intermediaries) four transfers arranged by ██████ for USD10,500 (three for USD2,500 and one for USD3,000) including the USD1,500 payment on account of the Hirs ██████ ██████ match which is the subject of this charge.<sup>20</sup>
108. The exchange between the two further indicates that ██████ is concerned about the secrecy of their operation and asks ██████ to “*Tell them not to tell anyone*”. In response, ██████ confirms that “*I told him*”, again indicating communication with Hirs.
109. The PTIOs submit that Hirs proactively negotiated the fixing of this match because he rejected an original offer then later tried to resurrect it. The PTIOs maintain Hirs was also responsible for communicating the terms of the fix to his partner, ██████<sup>21</sup> Further, the result as per the scorecard suggests the fix was carried out.<sup>22</sup>

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<sup>19</sup> Hearing Bundle, p 198.

<sup>20</sup> Hearing Bundle, p 121 -124.

<sup>21</sup> Hearing Transcript p 27

<sup>22</sup> Hearing Bundle, p 177.

110. The PTIOs aver, based on the evidence, that there was a close relationship between [REDACTED] and Hirs which enabled them to communicate the terms of the fix whilst Hirs was on court.<sup>23</sup>
111. During his interview, Hirs denied any contact with [REDACTED] and suggested that [REDACTED] may have been communicating with him. In his email dated 17 June 2021, Hirs submitted that [REDACTED] was friends with several Moroccans and alluded to the fact that it was [REDACTED] who lost the service game. Hirs also stated that [REDACTED] participated in [REDACTED] tournaments where [REDACTED] was present, and that [REDACTED] was arrested and taken into custody for match-fixing.
112. The AHO considers that the WhatsApp messages exchanged between [REDACTED] and [REDACTED] clearly evidence an agreement to fix the match involving both Hirs and [REDACTED] and that Hirs negotiated the agreement. Referring to Hirs' match [REDACTED] says *'I just talked to him and he wants to do it at 1200 each and 2400 for both [REDACTED] in the [REDACTED] set'*. Although it is not clear whether 'him' refers to [REDACTED] or Hirs, this message clearly implicates both players. A later message clearly implicates Hirs personally. At 13:52 to local time [REDACTED] relays a message from Hirs *'the same offer Hirs is asking me'*. Whilst undoubtedly true that [REDACTED] was serving in that game and that he served a double fault, the charge that Hirs contrived the outcome of the match does not require the PTIOs to prove that he personally ensured that outcome was brought about which, in any event, it was.
113. Therefore, the AHO concludes that Hirs attempted to and did contrive the outcome of an aspect of his match (the third service game in the second set) in breach of Section D.1.d. of the 2017 TACP.

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<sup>23</sup> Hearing Bundle, p 130.

### 3. Charge 3

114. Charge 3 relates to a █████ match on █████ November 2017 in █████ Morocco. The PTIOs allege that Hirs breached section D.1.d of the 2017 TACP by directly or indirectly contriving the outcome of this match. Hirs lost to █████ █████ █████. The evidence for this charge includes WhatsApp exchanges between █████ and █████ on the day before and the day of the match.
115. The PTIOs submit that Hirs approached █████ to fix the match the night before. In a message to █████ █████ refers to both Hirs and █████ stating “*They want to do something together, the two players. █████ coming through*” and “*They want to know tonight*”.<sup>24</sup>
116. On █████ November 2017, the day of the match █████ then makes an offer of “*Hirs █████ set: █████ > 1500 + 500*”. █████ responds “*That’s it?*” and █████ indicates he does not want to pay both players. Offers and counteroffers are exchanged and █████ explains that Hirs “*...doesn’t want to win. He wants all the dough he can get*”.<sup>25</sup> █████ rejects the counteroffers from the players noting “*It’s become very hard to make money on █████*”
117. The PTIOs submit that █████ messages clearly suggest that Hirs intended to fix the match and was negotiating with █████ through █████<sup>26</sup> Throughout the exchange, █████ indicates that he is relaying the offers to Hirs. █████ chose to make his offer to Hirs rather than █████ suggesting that it was Hirs with whom he had the stronger relationship. Hirs’ desire to earn money was important enough to reject offers that he thought were too low. This also indicates his general willingness to fix matches and to do so regularly with █████ and █████
118. In his interview, Hirs denied having spoken to █████ or anyone else. Hirs also stated that had anyone approached him, he would have reported it to the TIU.

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<sup>24</sup> Hearing Bundle, p 209.

<sup>25</sup> Hearing Bundle, p 215.

<sup>26</sup> Hearing Bundle, p 208.

In his email dated 17 June 2021, Hirs argued that the evidence on this charge is limited to a conversation between [REDACTED] and [REDACTED] with no proof that [REDACTED] contacted Hirs. He further submitted that the scores mentioned did not materialise and suggested that since the exchange mentions [REDACTED] it could be him who was in contact with [REDACTED] or [REDACTED]

119. The AHO accepts the PTIOs submissions that the evidence points directly to Hirs' involvement in the negotiations to fix this match. In particular, [REDACTED] refers to Hirs by name in the exchange and, when the fix does not go through, [REDACTED] asks "*Hirs cancelled?*". Although the fix was not ultimately agreed upon and no money was paid, Section D.1.d of the 2017 TACP is breached even if a player attempts to contrive the outcome of a match.

120. In the circumstances, the preponderance of the evidence shows that Hirs negotiated a fix for his match with [REDACTED] in order to obtain the maximum financial benefit. In particular, [REDACTED] says:

I explained that to Hirs. But he told me you put \$2000 on the [REDACTED] set you lose [lost], you win \$6000.

121. This message indicates that Hirs was eager to contrive the outcome of his match on more favourable terms than had been offered by [REDACTED]. It is clearly inconsistent with Hirs' denial and his submission that [REDACTED] may have been the guilty party. Moreover, the fact that the score does not align with the offers or counteroffers made is inconclusive considering that in all cases, no fix was ultimately agreed.

122. In the circumstances, the AHO concludes that on the preponderance of the evidence, Hirs attempted to contrive the outcome of his match against [REDACTED] by negotiating potential fixes with [REDACTED] through [REDACTED] in breach of Section D.1.d of the 2017 TACP.

#### **4. Charge 5**

123. Charge 5 relates to a [REDACTED] match on [REDACTED] December 2017 in [REDACTED] Tunisia. The PTIOs allege that Hirs breached section D.1.d of the 2017 TACP

by contriving the outcome of this match. Hirs and ██████ lost to ██████ and ██████ Guiliano ██████. The evidence for this charge includes WhatsApp exchanges between ██████ and ██████ on the day before and the day of the match.

124. ██████ made an initial offer of “*Hirs double: ██████ set > 2000 + 500*”, to which ██████ responded that Hirs would only take ██████ breaks of serve since he wanted to win the match.

125. ██████ then proposed USD800 + USD400 for the ██████ break in both sets and, as an alternative, increased his original offer for the first set adding “*But try to convince him ██████ set > 2500 + 500*”. Later, ██████ responds “*I convinced him for ██████ set 2500 + 500 but the ██████ set, he doesn’t want the ██████ ...cause if he loses the ██████ one, the ██████ one’s too much stress*” to which ██████ responds “*Confirmed*”. ██████ later informed ██████ that Hirs required the money urgently to pay his hotel bill and ██████ agreed to pay him the following morning.<sup>27</sup>

126. The match generated an ESSA betting alert from various operators for suspicious betting activity.<sup>28</sup>

127. After the match, ██████ complained that others had bet on the outcome, suggesting a possible breach of confidentiality by Hirs or, possibly, collusion with others. He said, “*I’ll pay but I am not happy*”. ██████ was quick to defend Hirs from the allegation:

He didn’t give anyone any information about himself be sure and certain. Yeah, all the time it’s okay with him. I know him very well. He knows me very, very, very well. He promised me knows he can’t do that.

128. ██████ appeared reassured and responded “*Perhaps it’s the people on the ground. Never mind.*” ██████ and ██████ agree that of the total USD3,000

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<sup>27</sup> Hearing bundle p 33-39.

<sup>28</sup> Hearing bundle p 189.



owing for the match USD2,000 would be sent to Tunisia and USD1,000 to Morocco.

129. On [REDACTED] December 2017, a MoneyGram transfer was sent to Mohammed Hirs for USD2,000. The details of the transfer had been confirmed with [REDACTED] over WhatsApp.
130. The PTIOs maintain that the evidence shows [REDACTED] was in constant contact with Hirs regarding the offer and, alternatively, that [REDACTED] had a strong enough relationship with Hirs to know what he would accept. The outcome of the match was consistent with the terms of the fix and there is evidence of Hirs receiving funds directly from an associate of [REDACTED]
131. During his interview, Hirs denied having any contact with [REDACTED] or having received any payment through MoneyGram. In his emails dated 17 June 2021 and 26 June 2021, Hirs repeated these denials. Hirs claimed that he did not need the money because every time he went to Tunisia to play, his club or federation paid his expenses.
132. Unlike some of the other charges, the messages exchanged in relation to this charge are highly personalised and highlight the strength of the relationship between Hirs and [REDACTED] clearly vouches for Hirs' reliability and his loyalty to him and successfully diverts any suspicion away from Hirs in relation to the collateral betting on the match. In the circumstances, the AHO considers Hirs' denial of having had any contact at all with [REDACTED] to be implausible.
133. The other evidence that Hirs contrived to lose the second set of this match, includes the result of the match itself and the MoneyGram payment. In the circumstances, the AHO finds that on the preponderance of the evidence Hirs attempted to and did contrive the outcome of an aspect of his match on [REDACTED] December 2017 (the second set) in breach of Section D.1.d. of the 2017 TACP.

## **5. Charge 6**

134. Charge 6 relates to an exchange between an unknown individual and Hirs evidencing to a corrupt approach by a third person. The PTIOs allege that Hirs'

failure to report the approach breached section D.2.a.1 of the 2017 TACP. The evidence for this charge includes WhatsApp exchanges between [REDACTED] and [REDACTED] on [REDACTED] December 2017 just before the match that was the subject of charge 5.

135. The principal evidence in relation to Charge 6 is a screenshot of a WhatsApp conversation between Hirs and an unknown individual (later sent by [REDACTED] to [REDACTED] which, the PTIO's suggest, could be [REDACTED]

136. The part of the exchange that can be seen from the screenshot reads as follows:

Unknown person: [REDACTED] don't tell anyone [the AHO notes in colloquial Arabic this might be also translated as 'he says don't tell anyone']

Hirs: No. A [REDACTED] spoke to me. His friend, I've told him I'm not doing anything. No.

Unknown person: Voilà.<sup>29</sup>

137. [REDACTED] then goes on to explain to [REDACTED] that:

Hirs told me that a [REDACTED] player had just contacted him and offered him 3000 but he said "I'm not doing anything" and he told me to pass on the same offer.

138. [REDACTED] responds angrily and asks [REDACTED] to find out the name of the [REDACTED] player.<sup>30</sup>

139. The AHO notes in passing that if the unknown person were [REDACTED] the timing and context of this exchange would be consistent with [REDACTED] contemporaneous pleas to ensure that the fix for Hirs' [REDACTED] match was kept confidential.

140. Hirs did not report the approach. In his interview, Hirs admitted that the profile picture on the WhatsApp account is his but denies any memory of having sent

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<sup>29</sup> Hearing bundle, p 232.

<sup>30</sup> Hearing bundle, p 233-234.

the message or of having been approached by any French player. Hirs was unable to locate the messages, despite promising to do so.

141. In his email on 17 June 2021, Hirs again denied having been approached by a French player when he was in Tunisia. He submits that had he been approached he would have told the referee. In an email dated 26 June 2021, Hirs submitted that the photo in the screenshot was his, but he never admitted having sent any such message to [REDACTED]. Hirs submits that any Moroccan player could have used his name and photo to send that message to [REDACTED].
142. The AHO considers it unlikely that Hirs would have been framed in the manner he suggests by someone impersonating him on WhatsApp using his profile picture. Considering the broader context of the discussion between [REDACTED] and [REDACTED] concerning the confidentiality and exclusivity of their arrangements involving Hirs as well as Hirs' failure to provide historic WhatsApp records, the AHO concludes that Hirs failed to report a corrupt approach in breach of Section D.2.a.1 of the 2017 TACP.

**C. CATEGORY 2 (CHARGE #7)**

143. Charge 7 relates to a match on [REDACTED] December 2017 in [REDACTED] Tunisia. The PTIOs allege that Hirs breached section D.1.e of the 2017 TACP by soliciting [REDACTED] [REDACTED] to not use his best efforts in a [REDACTED] match in which [REDACTED] [REDACTED] and [REDACTED] [REDACTED] lost to [REDACTED] [REDACTED] and [REDACTED] [REDACTED].

144. Section D.1.e of 2017 TACP provides:

No Covered Person shall, directly or indirectly, solicit or facilitate any Player to not use his or her best efforts in any Event.

145. The evidence for this charge includes WhatsApp exchanges between [REDACTED] and [REDACTED] on the day of the match.
146. Upon [REDACTED] request, [REDACTED] undertakes to ask Hirs to approach [REDACTED] [REDACTED] regarding the [REDACTED] match. He tells [REDACTED] *"I even asked Hirs to*

*ask him” and confirmed that Hirs was “going to ask him he’s with him at the club”.*<sup>31</sup>

147. Around 15 minutes later, ██████ tells ██████ *“I just got it. He wants to make breaks.”* When ██████ rejects this offer ██████ continues *“That’s what he wants to do. He doesn’t want to do a set.”*

148. By way of explanation, ██████ then sends ██████ a screenshot of a WhatsApp conversation between Hirs and another individual. The time stamp on the conversation is from two minutes earlier. The conversation shown in the screenshot is as follows:

Hirs: OK

Unknown individual: He said no breaks. There is an offer for a set – any score.

Hirs: They don’t want to. They want to win the tournament. They have a good draw.

Unknown individual Okk [sic]<sup>32</sup>

149. ██████ responds that he can do breaks but *“it’s not much money”*. He proceeds to offer USD700 + USD300 for a third break in both sets or USD500 + USD100 for one break. This offer is ultimately rejected.

150. The PTIOs submit the exchange shows Hirs is a trusted member of the operation run by ██████ and ██████ and, as someone who can make direct contact with players, is an important link for them. They argue that it demonstrates Hirs attempted to recruit ██████<sup>33</sup>

151. In his email dated 17 June 2021, Hirs denied approaching ██████ and claimed he never spoke with him about the fix. Hirs noted that ██████ is still on tour and could be questioned regarding the approach. Hirs denied sending the messages shown in the screenshot and claimed that any one of the Moroccan

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<sup>31</sup> Hearing Bundle, p 246.

<sup>32</sup> Hearing Bundle, p 253.

<sup>33</sup> Hearing Transcript, p 19.

players involved in betting could have used his photo and name to send those messages.

152. As explained above, the AHO considers it unlikely that Hirs would have been framed in the manner he suggests by someone impersonating him on WhatsApp using his profile picture. In context, and given the longstanding relationship between [REDACTED] and [REDACTED] the screenshot was likely sent to [REDACTED] as proof that Hirs had done as requested, but the offer of losing a set was not accepted because [REDACTED] wanted to win.
153. On the preponderance of the evidence, the AHO concludes that Hirs did in fact solicit [REDACTED] [REDACTED] not to use his best efforts in his [REDACTED] match in breach of Section D.1.e of the 2017 TACP.

**D. CATEGORY 3 (CHARGE #8)**

154. Charge 8 relates to a [REDACTED] match on [REDACTED] August 2018 in [REDACTED] Morocco. The PTIOs allege that Hirs breached section D.1.d of the 2018 TACP by attempting to contrive the outcome of this match. Hirs lost to [REDACTED] [REDACTED] [REDACTED] [REDACTED]
155. Section D.1.d of 2018 TACP, which is identical to the equivalent provision in the 2017 TACP, provides:

No Covered Person shall, directly or indirectly, contrive or attempt to contrive the outcome or any other aspect of any Event.

156. The evidence relating to charge 8 was obtained from an anonymous source and is comprised of an exchange on Facebook messenger between [REDACTED] [REDACTED] a known corrupter from [REDACTED] who at the time had recently been banned for life from tennis, and [REDACTED] [REDACTED] a professional tennis player from Morocco. The PTIOs suspect that the anonymous source may be [REDACTED] [REDACTED] himself.<sup>34</sup>
157. The Facebook exchange between [REDACTED] and [REDACTED] in the period between [REDACTED] and [REDACTED] August 2018 indicates that [REDACTED] and [REDACTED] approached [REDACTED] to propose a

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<sup>34</sup> Hearing bundle, p 330.

fix for both Hirs and ██████ another player.<sup>35</sup> ██████ tells ██████ “I already talked with him just find a good offer and don’t forget me.”

158. On ██████ August 2018, ██████ then offers “Mohamed Hirs 2 breaks second set”<sup>36</sup> and ██████ responds “how much for 2 breaks”<sup>37</sup> ██████ final offer is USD1100 including USD800 for Hirs and USD300 for ██████ himself. Although the terms of the fix are unclear, some messages suggest the proposal is for two breaks in each set or perhaps 02 in each set. Later, ██████ seeks to increase the price to USD1200 to which ██████ responds “Man ok lets do it 1200”.
159. In the event, betting opportunities were not available and the scoreline is not consistent with the terms of the proposed fixes.
160. The PTIOs submit that although the precise terms of the fix were not clear and although Hirs did not deliver the agreed scoreline, the charge is made out because ██████ a known match-fixer and ██████ would not enter into arrangements if it were unclear whether Hirs could deliver on them.<sup>38</sup> The PTIOs rely on the fact that that ██████ referred to Hirs by name and indicated he had agreed to be involved and invite the AHO to infer that Hirs was party to the agreement.
161. In his interview, Hirs denied having any communication with ██████ or knowing about ██████ Hirs repeatedly suggested that ██████ was lying about having communicated with him. In his email dated 17 June 2021 and 26 June 2021, Hirs denied having been contacted by ██████ and submitted that there is no proof of any contact between them. Hirs further submitted that the actual score in the match is inconsistent with the terms of the fix discussed.

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<sup>35</sup> Hearing bundle p 322

<sup>36</sup> Hearing bundle, p 335-336.

<sup>37</sup> Hearing bundle p 304

<sup>38</sup> Hearing transcript, p36.

162. As discussed above in relation to charge 1, the PTIOs bear the burden of proving the charge on the preponderance of the evidence. Whilst there can be no doubt that Hirs and ██████ were engaged in discussions regarding a proposed fix for Hirs' match, there is insufficient evidence linking Hirs to those discussions in a way that demonstrates that he attempted to fix the outcome. In particular, the score does not align with the options for fixes that were discussed between ██████ and ██████. Moreover, the terms of the fix itself are unclear (although these may have been clarified during a phone call which does not form part of the record).
163. For these reasons, the AHO considers that there is insufficient evidence to prove that Hirs attempted to contrive the outcome of his match and as such, the charge against him under section D.1.d of the 2018 TACP must be dismissed.

**E. CATEGORY 4 (CHARGE 9)**

164. Charge 9 is put forward by the PTIOs in the alternative and relates to Hirs' failure to report corrupt approaches made to him or others in breach of section D.2.a.i and/or section D.2.a.ii of the 2017 or 2018 TACPs.
165. Section D.2.a.i reads (in both the 2017 and 2018 TACPs):
- “In the event any Player is approached by any person who offers or provides any type of money, benefit or Consideration to a Player (i) influence the outcome or any other aspect of any Event, or (ii) provide Inside Information, it shall be the Player's obligation to report such incident to the TIU as soon as possible.”
166. Section D.2.a.ii reads (in both the 2017 and 2018 TACPs):
- In the event any Player knows or suspects that any other Covered Person or other individual has committed a corruption Offense, it shall be the Player's obligation to report such knowledge or suspicion to the TIU as soon as possible.
167. These charges are stated to be in the alternative in the event the PTIOs are unsuccessful on any of charges 1 to 5 or 7 to 8. Of these charges only 1 and 8 have been dismissed.

168. The PTIOs submitted that Hirs was approached by [REDACTED] and [REDACTED] in connection with corrupt practices (and indirectly by [REDACTED] and [REDACTED] Hirs failed to report these approaches.
169. In his email dated 17 June 2021 and 26 June 2021, Hirs denied having been approached in connection with match-fixing. Hirs submitted that he cooperated with the TIU by attending two interviews and providing his Instagram and Facebook accounts.
170. The AHO has found in relation to both charge 1 and charge 8 that there is insufficient evidence to link Hirs to an agreement to fix or to attempt to fix the outcome of his matches. In the case of charge 1, the evidence could support an alternative explanation of a fix involving [REDACTED]. In the case of charge 8, there is insufficient evidence linking Hirs with the attempted agreement to fix his match and therefore necessarily, his knowledge of the corrupt approach is in doubt.
171. The AHO therefore dismisses the alternative charge 9.

## **IX. SANCTION**

172. Hirs committed three breaches of section D.1.d of the 2017 TACP, one breach of section D.2.a.i of the 2017 TACP and one breach of section D.1.e of the 2017 TACP between August and December 2017.
173. Section H 1.a of the 2017 TACP provides:

The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:

- a. With respect to any Player, (i) a fine of up to USD250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clause (d)-(j) and Section D.2., ineligibility for participation



in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.

174. The PTIOs are seeking a sanction of permanent ineligibility and a USD100,000 fine if all charges are proven. The PTIOs submit that even though Hirs is not currently competing professionally, it is still important to impose these sanctions as a deterrent.
175. In his email dated 26 June 2021, on the question of mitigation, Hirs claims he is a person of limited means and the proposed sanction of USD100,000 against him is unfair and disproportionate. He notes that [REDACTED] [REDACTED] fine was USD15,000 for 16 charges under the TACP.

**A. INELIGIBILITY**

176. The PTIOs consider the breach of Section D.1.e to be the most serious. This is consistent with prior AHO decisions and the position as articulated by CAS panels upon review of those decisions. Prior authorities suggest that a lifetime ban is the appropriate sanction where a Section D.1.e offense has been committed.
177. In *Savic v PTIOs*<sup>39</sup> a CAS panel held sanctions must be proportionate and must reflect the extent of the athlete's guilt. The panel went on to hold that a life ban was proportionate in that case in which the covered person was liable for one section D.1.e offense (section D.1.d in the TACP at the time) as follows:

CAS has accepted in match-fixing cases in football that a life ban can constitute a proportionate sanction because of the damage caused to the integrity and the image of the sport (CAS 2010/A/2172 O v UEFA)

(iv) Match fixing is the most serious corruption offense in tennis and a threat to the integrity of professional sport, as well as to the physical and moral integrity of the players. It also constitutes a violation of the principle of fairness in sporting competitions.

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<sup>39</sup> CAS 2011/A/2621, at para 8.33-8.35

(vi) Applying a similar reasoning, the Panel in [*Koellerer*], deemed it irrelevant whether a person is successful in actually fixing a match or not.

8.34 Applying that test in the present case, the interest that the sanctioning authority is seeking to enforce is the protection of the integrity of sport against corruption, a fundamental sporting principle explicitly mentioned in the UTAP provisions. This is a compelling interest to balance against the Appellant's rights to work unlike the obviously lesser interest of contractual stability sought to be relied on by FIFA in *Matuzalem* to justify a life ban. There are other means to enforce a debt than as lifetime ban; but such a ban is the only truly effective means of purging a sport of corruption.

8.35 Therefore for all these reasons the Panel concludes that the sanction of a life ban imposed by the AHO Decision does not violate public policy and is not disproportionate to the offences committed in the present case.

178. In *PTIOs v Aymen Ikhlef*<sup>40</sup> the AHO imposed a lifetime ban for two section D.1.e offenses, four section D.1.d offenses and three section D.2.a.i offenses.
179. In *Piotr Gadomski v PTIOs*<sup>41</sup>, the player received a seven-year ban for various offenses, including one section D.1.e offense. This case is the sole example of a covered person breaching section D.1.e and not receiving a lifetime ban and was upheld at CAS. In its decision to uphold the ban, the panel took into account the player's cooperation as a mitigating factor.<sup>42</sup>
180. The PTIOs submit that this case is 'an outlier', which has been superseded by recent cases that have endorsed the contrary position. In *PTIOs v Carpen*<sup>43</sup> the AHO held that the *Gadomski* decision may have been "*something of an anomaly*". In *Kollerer v ATP*<sup>44</sup> the CAS panel held in circumstances where the covered person had committed three Section D.1.e (section D.1.d in the TACP at the time) that "*any sanction shorter than a lifetime ban would not have the*

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<sup>40</sup> AHO Decision dated 11 December 2020

<sup>41</sup> CAS 2015/A/4231

<sup>42</sup> CAS 2015/A/4231 at para. 136

<sup>43</sup> AHO Decision dated 9 January 2017

<sup>44</sup> CAS 2011/A/2490 at paragraph 123

*deterrent effect that is required to make players aware that it is simply not worth the risk”.*

181. The AHO agrees that the weight of these authorities, including *Savic* suggest that a lifetime ban is an appropriate sanction for section D.1.e offenses.
182. In addition to the section D.1.e offense Hirs has also committed three section D.1.d offenses and one section D.2.a.i offense.
183. In *PTIOs v Jonathan Kanar*<sup>45</sup>, the player received a sanction of four and a half year for one section D.1.d offense. In *PTIOs v Majed Kilani*<sup>46</sup> three D.1.d offenses resulted in a 7-year sanction based on mitigating factors of age, cooperation and lack of sophistication.
184. These cases show that AHOs have a broad discretion to consider all the circumstances when imposing sanctions for section D.1.d offenses under the TACP.
185. In the present case, Hirs’ offenses include a breach of section D.1.e which is the most serious and, in appropriate circumstances, warrants the imposition of a lifetime ban by itself as demonstrated by the *Savic* case. Hirs has also contrived or attempted to contrive three matches in breach of section D.1.d and failed to report a corrupt approach in breach of section D.2.a.i. These, serious offenses are aggravated by his lack of remorse and his lack of cooperation with the investigation and with these proceedings. The AHO considers that Hirs’ evidence was misleading and inconsistent with the clear facts of the case. His explanation for his failure to engage with these proceedings on account of Ramadan, [REDACTED] and because he forgot, is not credible and, in any event, could only account for a small part of the period in which he was silent. He has given no explanation of his conduct, offering only bare denials in the face of clear facts.

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<sup>45</sup> Decision dated 10 January 2020

<sup>46</sup> Decision dated 25 June 2020

186. In terms of mitigating factors, it is unclear whether he was in fact remunerated for his role in attempting to corrupt ██████████ ██████████ and, in the event, his intervention was unsuccessful.
187. In the circumstances and considering the weight of these authorities, the AHO considers it appropriate to impose a sanction of permanent ineligibility for participation in any event organized or sanctioned by any Governing Body.

**B. FINES**

188. As noted by the AHO in the *Ikhlef* case, the sanction of ineligibility under the TACP does not mean a complete inability to coach or play tennis. It is limited to the inability to participate in sanctioned Events listed in Appendix 1 to the TACP.<sup>47</sup> Therefore, fines are an important deterrent.
189. The PTIOs are seeking a fine of USD100,000 in the event all charges are established. As noted above, three of the eight charges brought against Hirs, including the alternative charge of failure to report, have been dismissed.
190. The evidence suggests that Hirs earned a USD3,500 from his breaches of the TACP. This is a small sum and indicates the relatively limited scale of his offenses. Despite the aggravating circumstances, including his lack of cooperation, the AHO notes that his attempt to solicit ██████████ ██████████ not to use his best efforts in breach of section D.1.e was unsuccessful and there is no evidence on record to suggest he engaged in this conduct routinely or for profit. As noted by the CAS Panel in *Gadomski*, it is also relevant that it appears ██████████ ██████████ was not entirely ignorant of match-fixing until approached by Hirs. This situation should be distinguished from the kind of sophisticated and persistent ‘grooming’ of players to engage in match-fixing which may warrant harsher sanctions.<sup>48</sup>

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<sup>47</sup> AHO Decision dated 20 December 2020 at para. 165.

<sup>48</sup> CAS 2015/A/4231 at para 137.

191. For these reasons, the AHO considers the appropriate fine to be USD35,000 payable in equal instalments commencing with a first payment of USD5,000 payable as of the date of this Decision and then yearly thereafter at the same rate on the anniversary date of this Decision until it is fully paid off.

192. Based on the above, the following orders are made

## **X. ORDERS**

193. Simohamed Hirs is a Covered Person as defined in Section B.6. of the 2017 and 2020 TACPs. It is found that he committed 5 Corruption Offenses under Sections D.1.d. and D.1.e. and D.2.a.1 of the 2017 TACP. For these violations, he is declared to be permanently ineligible to participate in any Sanctioned Event effective as of the date of this Decision as prescribed in Section H. 1.a.iii

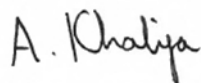
194. This Decision shall be publicly reported in full as prescribed in Section G.4.e of the 2020 TACP.

195. Under section H.1.a.i a fine of USD35,000 is payable at the rate of USD5,000 per year on each anniversary date of this Decision until the fine is paid off.

196. Under section G.4.d. of the 2020 TACP, this Decision is a *“full, final and complete disposition of the matter and will be binding on all parties”*

197. This Decision is appealable under Section I.1 of the 2020 TACP to the Court of Arbitration for Sport in Lausanne, Switzerland. Under Section I.4. of the TACP the deadline for filing an appeal with CAS must be made within a period of *“twenty business days from the date of receipt of the decision by the appealing party”*.

Signed on 28 July 2021 in Dubai, United Arab Emirates



Amani Khalifa

Anti-Corruption Hearing Officer