

*In the matter of alleged Corruption Offences under the Tennis Anti-Corruption Program*

The International Tennis Integrity Agency

-and-

Givi Khudoiani and [REDACTED] [REDACTED]

Before Anti-Corruption Hearing Officer :

Janie Soublière

Representing the International Tennis Integrity Agency :

Hannah Kent

Ross Brown

Katy Stirling

Representing Givi Khudoiani:

Giorgi Sukhitashvili

Representing [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

**RULING ON LIABILITY AND SANCTION**

**SUMMARY**

Further to the conclusion of an investigation which found that *“a realistic prospect existed that both Covered Persons had committed Corruption Offences”*, the International Tennis Integrity Agency (the ‘ITIA’) charged Givi Khudoiani and [REDACTED] [REDACTED] (‘Mr. Khudoiani’ or ‘[REDACTED] [REDACTED]’ or ‘Covered Person(s)’) with corruption offences in contravention of the Tennis Anti-Corruption Program (hereinafter ‘the Program’ or the ‘TACP’)

The eight charges brought against Mr. Khudoiani encompass fifteen possible TACP breaches. The charges relate to seven matches that took place in 2019, as well as a wager made in 2020, and make the same broad allegation that Mr. Khudoiani manipulated the entry of scores being entered

into his handheld electronic scoring device ('HESD') as part of a scheme with [REDACTED] and/or one or more unknown individuals to facilitate the betting activities of third parties.

The three charges brought against [REDACTED] encompass six possible TACP breaches. The charges relate to three matches that took place in 2019 and make the same broad allegation that [REDACTED] [REDACTED] as part of a scheme with Mr. Khudoiani and/or one or more unknown individuals to facilitate the betting activities of third parties.

Further to the conclusion of a disciplinary and adjudication process conducted to their satisfaction, both Covered Persons have been found liable on a balance of probabilities for all above enumerated TACP breaches and the sanctions imposed as a result of the same are :

- For Mr. Khudoiani: a 14-year ban and a Fine of \$25 000.
- For [REDACTED]

Any period of Provisional Suspension served by the Covered Persons since its imposition on 14 July 2021 will be credited from the respective Covered Person's ban.

## INTRODUCTION

1. This dispute involves the ITIA and Mr. Khudoiani and [REDACTED] [REDACTED] [REDACTED]
2. On 05 July 2023, the ITIA sent the Covered Persons a *Notice of Major Offense under the 2023 Tennis Anti-Corruption Program and referral to Anti-Corruption Hearing Office* (the 'Notice') pursuant to Section G.1. c.iii. of the 2023 TACP.
3. The cases were consolidated by the ITIA on the basis that it was alleged that the breaches were part of a common scheme or plan. [REDACTED] and Counsel for Mr. Khudoiani agreed to such consolidation in a Directions Call on 16 August 2023.
4. As outlined throughout this award, the eight (8) charges brought against Mr. Khudoiani and the three (3) Charges brought against [REDACTED] relate to their involvement in the fixing of various professional tennis matches they officiated in 2019. An additional charge of wagering on tennis has also been brought against Mr. Khudoiani.
5. Both Covered Persons denied the charges and requested a hearing before an AHO.
6. Janie Soublière holds an appointment as an AHO per Section F.1 of the TACP. The AHO was appointed without objection by any party to these proceedings as the independent and impartial adjudicator to determine this matter as set out in the 2023 TACP, which governs all procedural aspects of this dispute.
7. This is the AHO's Decision on liability and sanction.

## THE PARTIES

8. The ITIA is appointed by the Governing Bodies who participate in the TACP, namely the ATP Tour Inc., the Grand Slam Board, the International Tennis Federation (ITF) and the Women's Tennis Association (WTA) Tour Inc., to administer the TACP and the actions of all Covered Persons bound thereto, including Chair Umpires. The ITIA is empowered to investigate potential breaches of the TACP and to later bring charges against Covered Persons where they conclude that there are sufficient grounds to do so.
9. Mr. Khudoiani is a Georgian Chair Umpire and Covered Person under the TACP. He is a National Level Umpire despite being selected for an ITF Level 2 school in April 2019. Mr. Khudoiani performed the role of Chair Umpire in 131 ITF matches, between 2 July 2017 and 20 January 2020.
10. [REDACTED] is [REDACTED] and Covered Person under the TACP. He became [REDACTED]. He performed the role of [REDACTED] at [REDACTED] separate matches between [REDACTED]. He also worked at [REDACTED] tournaments in [REDACTED] [REDACTED] from [REDACTED] onwards.
11. Both Covered Persons are considered an "Official" under the ITF Code of Conduct and as "Tournament Support Personnel" under the TACP. Both Officials have respectively completed the Tennis Integrity Protection Programme ('TIPP') on a yearly basis as an ITF requirement. The TIPP is a mandatory online educational tool to assist a Covered Person including Officials understand their responsibilities under the TACP and how to spot when other individuals are breaching the terms of the TACP (including match-fixing and corrupt approaches).

## THE NOTICE OF CHARGE

12. The alleged Corruption Offences that the Covered Persons have been charged with are outlined in the Notice.
13. The Notice charges the Covered Persons with the following Corruption Offences:

For Mr. Khudoiani

- Seven alleged breaches of section D.1.b of the 2019 Program by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition;

- Seven alleged breaches of section D.1.d of the 2019 Program by directly or indirectly contriving, attempting to contrive, agreeing to contrive, or conspiring to contrive the outcome or any other aspect of any Event; and
- One alleged breach of section D.1.a of the 2020 Program by directly or indirectly, wagering, conspiring to wager or attempting to wager on the outcome or any other aspect of any Event or any other tennis competition.

For [REDACTED]

- Three alleged breaches of section D.1.b of the 2019 Program by directly or indirectly soliciting or facilitating any other person to wager on the outcome or any other aspect of any Event or any other tennis competition; and
- Three alleged breaches of section D.1.d of the 2019 Program by directly or indirectly contriving, attempting to contrive, agreeing to contrive, or conspiring to contrive the outcome or any other aspect of any Event.

14. Schedule 1 of the Notice sent to each Covered Person outlines the factual background giving rise to each Charge brought against them. For ease of reference, brevity and in an effort to avoid redundancy, these two documents are attached to this Award as Schedule 1 (for Mr. Khudoiani) and Schedule 2 (for [REDACTED])

15. The Covered Persons denied all Charges and requested a Hearing before an AHO.

## APPLICABLE LAW AND JURISDICTION

16. On an annual basis, Officials agree to and are bound by the ITF Code of Conduct for Officials. Pursuant to the same, officials agree that:

*4. Officials shall be aware of, understand, comply with, and, as applicable, enforce the Rules of Tennis, the Duties and Procedures for Officials, the relevant Governing Body Rules for the Tennis Events at which they are officiating, the Tennis Anti-Corruption Program, the Tennis Anti-Doping Programme, and all other policies applicable to Officials which may be introduced by the Governing Bodies from time to time (including, but not limited to, the Ban on Mobile Phone/Smart Watch Policy).*

*11. Officials shall complete the on-line Tennis Integrity Protection Programme and any other integrity education required by the ITIA or a Governing Body. Officials shall not be endorsed, employed, sponsored or otherwise engaged by any entity that directly offers and/or accepts wagers in connection with the outcome or any other aspect of any Tennis Event or any other tennis competition, including, without*

*limitation, bookmakers and any person or entity who operates websites, applications, retail, credit, telephone, online and/or mobile tennis betting services; casinos operating sports books with tennis betting; and lotteries operating sports books with tennis betting.*

17. The TACP expressly applies to Tournament Support Personnel. Tournament Support Personnel refers to *“any tournament director, official, owner, operator, employee, agent, contractor or any similarly situated person and ATP, ITF, GSB and WTA staff providing services at any Event and any other person who receives accreditation at an Event at the request of Tournament Support Personnel.”*
18. Neither Mr. Khudoiani nor [REDACTED] contest that they are bound both by the ITF Code of Conduct and the TACP.
19. All Parties agree that the substantive allegations of this dispute are governed by the TACP in force when the alleged Corruption Offences brought against each respective Covered Person occurred and that both Mr. Khudoiani and [REDACTED] are considered “Covered Persons” under the same.
20. All Parties agree that the procedural rules applicable to the resolution of this dispute are the 2023 TACP and that both Mr. Khudoiani and [REDACTED] are considered Covered Persons under the same.
21. No Party has objected to the appointment of the AHO, undersigned, to hear this matter. She has been properly appointed and seized of the matters in dispute.
22. No other matters relating to jurisdiction or the arbitrability of these matters have been raised by the Parties.

#### **BURDEN AND STANDARD OF PROOF**

23. Section G.3.a of the TACP provides that *the ITIA shall have the burden of establishing that a Corruption Offense has been committed. The standard of proof shall be whether the ITIA has established the commission of the alleged Corruption Offense by a preponderance of the evidence.*
24. Section G.3.c. of the TACP provides that *the AHO shall not be bound by any jurisdiction’s judicial rules governing the admissibility of evidence. Instead, facts relating to a Corruption Offense may be established by any reliable means, as determined in the sole discretion of the AHO.*

25. Thus, as expressly provided in the TACP, the ITIA bears the burden of proof and the standard of proof to establish the corruption offences on *a preponderance of the evidence* which is the equivalent of the English law's "balance of probabilities"; pursuant to Section G.3. d of the TACP, the burden and standard of proof can be satisfied by any reliable means.

## PROCEDURAL BACKGROUND

26. Further to the Covered Persons requesting a hearing, a Conference Call was convened with all Parties, their Counsel and the AHO in order to set a Procedural Calendar. Directions were discussed and agreed upon by all Parties.

27. Further to this call, and after giving the Parties an opportunity to comment on the same, Procedural Order 1 ('PO1') was formally issued reflecting the agreed upon Directions.

28. As agreed and ordered, and in accordance with PO1, the ITIA submitted a full and complete preliminary disclosure of all documents and information which they intended to rely upon. Neither [REDACTED] nor Mr. Khudoiani produced any disclosure documents.

29. Prior to its deadline to do so, the ITIA requested a short extension to file its submissions which neither Covered Person objected to and was granted by the AHO.

30. Further to the deadline for him to file his written submissions lapsed on 15 November 2023, [REDACTED] requested one week extension to file the same, which was granted by the AHO. Although having not heard from Mr. Khudoiani at that time, the AHO also granted Mr. Khudoiani the same extension, whilst also requesting that he provide the AHO an explanation for not meeting the originally set deadline in accordance with PO1. A slightly modified calendar for the filing rejoinders was also set.

31. [REDACTED] respected this extended deadline and filed his written submissions on 22 November 2023. Mr. Khudoiani neither responded to the AHO request, nor filed submissions by his extended deadline of 22 November 2023 as expected.

32. On 23 November 2023 Counsel for the ITIA inquired from Counsel for Mr Khudoiani whether he intended to file submissions and noted that his deadline to do so had lapsed. Mr. Sukhitashvili on the same day responded that "Yes, we will fill" (sic). Further to this email, and notwithstanding that he had once more missed his extended deadline to file submissions the AHO communicated to the Parties as follows:

*The AHO notes Mr. Sukhitashvili's response to ITIA's Counsel correspondence of earlier today in which he confirms that Mr. Kudhoiani's submissions will be filed today 23 November 2023.*

*As Mr. Khudoiani has missed both filing deadlines ordered by the AHO, he is to also provide today, along with his submissions, an explanation as to why he has twice ignored the AHO's Procedural Directions.*

*The AHO will then rule on the admissibility of Mr. Khudoiani's written submissions.*

*The ITIA is also invited to make submissions on the admissibility of Mr. Khudoiani's submissions by tomorrow, Friday 24 November 2023, 12:00 UK time*

33. No submissions were filed by Mr. Khudoiani on 24 November 2023 and his Counsel did not communicate with the Case Secretariat to provide any explanation for his lack of engagement in the process as requested.

34. Further to receipt of correspondence from the ITIA by way of the Cases Secretariat in which they indicated their willingness to accept late submissions from Mr. Khudoiani, on Monday 27 November 2023 the AHO communicated to the Parties and indicated *inter alia* that

*No written submissions were filed by Mr. Khudoiani last Thursday 23 November 2023, as anticipated.*

*The ITIA is agreeable to the filing of written submissions by Mr. Khudoiani at his late hour notwithstanding the fact that 3 filing deadlines have now lapsed.*

*Exceptionally, the AHO is therefore willing to grant Mr. Khudoiani or his Counsel one final extension to file written submissions. They are expected **no later this Friday 01 December 2023 at 12:00 UK time**. An explanation as to why the AHO's directions and PO1 have not been followed is expected along with any submissions. (...)*

35. The ITIA thereafter sent the Cases Secretariat a correspondence asking Mr. Khudoiani to confirm if he intended to attend the hearing and if he required an interpreter.

36. No written submissions were filed by Mr. Khudoiani and no correspondence from his Counsel was received by the Case Secretariat by 01 December at 12:00 UK time. Mr. Khudoiani also failed to respond to the ITIA's questions regarding his attendance at the hearing and his need for an interpreter.

37. On 01 December 2023 the ITIA circulated a draft hearing timetable and again requested that Mr. Khudoiani confirm if he intended to attend the hearing and if so, for which language he required an interpreter. Mr. Khudoiani did not respond to the ITIA's requests.

38. On 04 December 2023 the AHO sent the following messages to the Parties:

*The AHO has received the ITIA's correspondence and notes that no submissions were filed by Mr. Khudoiani within the extended deadline provided and that Mr. Khudoiani has provided no answer to the ITIA's questions of last Friday.*

*In anticipation of the imminent hearing Wednesday 06 December and Thursday 07 December and in order to finalize the schedule for the two-day hearing Mr. Khudoiani and/or his Counsel are hereby directed to inform the ITIA **no later than 10 am UK Time on Tuesday 05 December 2023** if they intend to attend and participate in the hearing.*

*As requested by the ITIA, and if his intentions remains to attend, the AHO also asks Mr. Sukhitashvili to confirm if Mr Khudoiani will require a Georgian interpreter at the hearing or if he is content with a Russian interpreter (as requested by [REDACTED] counsel).*

*Should no answer to the AHO's directions be received by Mr Khudoiani or his Counsel by 10 am tomorrow morning 05 December 2023 UK time, the AHO will conclude that Mr. Khudoiani has elected neither to be present nor to participate at the hearing and effectively waived his right to a hearing.*

***As he will then be deemed to have waived his right to a hearing, the case against Mr. Khudoiani will be decided in absentia and a decision will be issued by the AHO in accordance with the TACP.***

*The hearing would still proceed in accordance with PO1 to hear the matter between the ITIA and [REDACTED]. The hearing schedule is to be modified accordingly to reflect the same.*

39. Mr. Khudoiani did not respond to the AHO to confirm his attendance by 10 am UK Time on 05 December 2023 further to which the ITIA circulated an updated hearing timetable taking into consideration Mr. Khudoiani's non-attendance.

40. At 12:17 UK time, Counsel for Mr. Khudoiani sent an email to the Cases Secretariat which read: "No comments from me. We will attend".

41. The ITIA in response raised various objections to the way Mr. Khudoiani conducted himself since the original deadline for submissions and evidence was missed including that he failed to respond to several of the AHO's previous orders. The ITIA did note that it is clear



that he has been received the numerous emails sent to him and that the lack of response has been deliberate. The ITIA further noted that Mr. Khudoiani confirmed attendance at the hearing only 24 hours before the start of the hearing has severely affected the ITIA's preparation for the same. The ITIA nonetheless did not object to Mr. Khudoiani's attendance if the AHO permitted it.

42. Shortly thereafter the AHO informed the Parties as follows:

*The AHO has issued directions on multiple occasions exceptionally extending Mr. Khudoiani's deadline to make written submissions and finally, further to no written submissions being filed, asking him to confirm whether or not he intended to appear and participate in the hearing within a set deadline failing which his right to a hearing would be deemed waived. None of these Directions were respected and no responses were received.*

*Over 2 hours after the deadline provided by the AHO, Counsel for Mr. Khudoiani has now responded to Case Secretariat's circulation of the revised hearing schedule (in which Mr. Khudoiani is no longer included) stating "no comments from me - we will attend".*

*Under the circumstances, and notwithstanding Mr. Khudoiani's disregard for the process outlined in PO1 and his inability to respond to any of the AHO's multiple requests notably those provided in the AHO's directions of 04 December 2023, Mr. Khudoiani will be allowed to participate in the hearing in order to respect his right to be heard. As he has not requested interpretation, none will be provided.*

*Finally, because he has not filed any written submissions with the AHO, the transcript of Mr. Khudoiani's interview of 22 June 2020 (Item 16 in the ITIA's disclosure documents) will serve as his written statement. The ITIA may cross-examine him on the basis of the same.*

(...)

43. The hearing was held via video conference, as scheduled, on 06 and 07 December 2023.

44. Attending the hearing:

AHO

Janie Soublière

For the ITIA

Hannah Kent - Counsel

Ross Brown - Counsel

Katy Stirling – Observer  
Ben Rutherford - Observer  
Mark Fletcher- Witness  
Mark Swarbrick – Witness

For Givi Khudoiani

Mr. Giorgi Sukhitashvili - Counsel

For [REDACTED]

[REDACTED] – Covered Person

[REDACTED] – Counsel

45. At the end of the hearing the Parties were requested to confirm if they were satisfied that the hearing had been conducted in respect of their rights to natural justice. All Parties who were present confirmed the same.

46. Although neither Mr. Khudoiani nor his legal representative attended the second day of the hearing, as expressly noted by the AHO at the end of the hearing *“I am satisfied that they were given an opportunity to make opening statements yesterday and to cross-examine all the witnesses, and so, in my view, I believe they have also had an opportunity to be heard and their rights of natural justice have also been respected”*. This is notably so considering they were granted the right to attend the hearing notwithstanding neither having confirmed their attendance to the same within established deadlines nor having engaged meaningfully with the process by effectively failing to meet any of their agreed upon and then extended procedural deadlines and requirements.

## **PARTIES’ SUBMISSIONS**

47. The AHO has carefully considered the totality of the Parties’ written submissions. They are summarised below. Additional facts and allegations found in the Parties’ submissions and evidence may be set out, where relevant, in connection with the legal discussion that follows. The AHO refers in its award only to the submissions and evidence she considers necessary to explain her reasoning.

### **I. ITIA’S SUBMISSIONS AND EVIDENCE**

#### **A. Liability**

48. The ITIA submits that both Covered Persons are liable for the totality of the Charges brought against them on the preponderance of the evidence.

49. With the exception of Charge 8 in relation to Mr. Khudoiani, all of the Charges the ITIA has brought against the Covered Persons make the same following broad allegations:



- Evidence from Mark Fletcher, the ITIA lead investigator, who analysed the audio recordings and point-by-point data for the suspicious matches and sets out details of the ITIA's investigations into the Covered Persons.
- Evidence from Mark Swarbrick, an ITIA betting data specialist, who comments on the betting data available to the ITIA in respect of the Charges.
- An expert report from [REDACTED] an internationally certified [REDACTED] [REDACTED] who explains how Chair Umpires are trained in the correct use of the PDA and comments on the discrepancies between the audio recordings and point-by-point data.
- Interviews with the Covered Persons during which they denied that they had committed the alleged offences. [REDACTED] confirmed that he was friends with Mr. Khudoiani and that they would speak on the phone. Neither could offer a sufficient explanation for the similarities between the various suspicious matches which had been reported to the ITIA.

51. The ITIA submits there is strong evidence of the Covered Persons' involvement in the manipulation of scores being entered into the PDAs at the First and Second Israel Tournaments of August 2019 (and, in Mr Khudoiani's case, the Georgia Tournament in October 2019). When taken together, the evidence demonstrates the Covered Persons' repeated manipulation of scores being entered into the PDAs and paints a clear picture of a common scheme or methodology being used by each of the Covered Persons to corrupt the sport of tennis for the financial gain of multiple unknown individuals. That is the most logical conclusion to draw from the evidence that is available.

52. Relying on factual evidence in the case file and the witness statement of Mr. Fletcher and Mr. Swarbrick, the ITIA submits that the Covered Persons engaged in a clear, common methodology in order to contrive the recording of points scored in professional tennis matches and, in doing so, facilitate the betting of unknown third parties on those same matches. The ITIA relies on evidence in two key parts both of which the ITIA submits are of significant importance.

- First: the discrepancy between the audio recording of the Covered Persons calling the score on the court and the different scores they then enter, no more than seconds apart, into the PDA. To the ITIA, the starting point is that the audio recording must be correct. If there were mistakes, you would expect to hear players challenging the score. The fact that the relevant audio recordings reveal no such challenges strongly suggests that the Covered Persons were calling out the correct score as it was happening on-court. If that premise is accepted, it means the Covered Persons entered the wrong score into the PDA for a multitude of points having almost simultaneously called out a different score. While one mistake may be explainable the ITIA argues that several in a

row are not explainable - not across multiple matches and not the entry of points that never happened.

- Second: The betting evidence which betting operators have found suspicious and coincides with the games with the scoring discrepancies. The concerns with the betting evidence includes:
  - (i) target and specific betting – which the specificity of the betting is further enhanced when it is observed that the bettors target the same games in different matches; and
  - (ii) no rational explanation to justify the bet - the more targeted/specific the bet, the more difficult it is for a bettor to offer a rational explanation to justify it. There is no obvious explanation for why bettors might think that particular games will go to deuce or particular points may be won by a particular player, particularly at the level of matches which were being played unless it was being fixed.
  - (iii) Multiple bets or bettors - placing a suspicious bet is one thing, but clearly the more often the same bettors place the same suspicious bets across multiple matches, the greater the concern.
  - (iv) Timing and quantum: the coordination and planning conclusion drawn by the ITIA is only further enhanced when it is seen that multiple bettors are placing their bets at almost the exact same time and, more importantly, for the exact same sums (which are often quite specific).

53. To the ITIA the above noted similarities suggest that there was an agreed scheme in relation to all this betting. It required preparation, was being carefully managed and had a degree of sophistication. The ITIA submits that there are so many matching facets to the methodology, based upon detailed underlying evidence throughout, that the case against the Covered Persons is simply overwhelming and sufficient to result in a finding of liability against the Covered Persons on all counts under the TACP .

#### Facilitation of Betting – Section D.1.b

54. The wording of section D.1.b of the 2019 TACP is:

*No Covered Person shall, directly or indirectly, solicit, facilitate, or conspire to solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition.*

55. The section D.1.b Charges relate to the concept of facilitation and come in two parts. Firstly, whether the Covered Persons facilitated a third party to make a bet (i.e., a wager)

through their actions and, if so, whether the bet was on the outcome or any other aspect of an Event. The second part is straightforward. All the alleged bets are on an aspect of an Event: namely, whether a certain outcome would transpire in a particular point or game.

56. To the ITIA, the key element is the first part and whether the Covered Persons' actions facilitated that betting. The ITIA accepts that this is an inferential argument. It acknowledges that there is no available evidence of communication, say in the form of social media exchanges, where the Covered Persons are in correspondence with a third party, or each other, where they make an agreement to enter the score into the PDA in a certain way for specific points or games.
57. Relying again on the discrepancies between the score called audibly and the score entered in the PDA, the fact that no other rational explanation for the betting exists and the timing and quantum of the bets is compelling, the ITIA submits that it is appropriate for the AHO to make the inference that some form of arrangements were made and that the Covered Persons' actions must have facilitated the evidenced betting. It may be an inferential case, but to the ITIA, it is still a compelling one and one that is supported by the detailed betting evidence and the forensic analysis of the point-by-point data.

### *Conclusion*

58. Relying on the evidence in the case file and its submissions, the ITIA submits that it has established to the required standard that both Covered Persons have committed all the TACP Section D.1.b offences with which they have been charged.

### Contriving any Aspect of an Event – Section D 1. d.

59. The relevant wording of section D.1.d of the 2019 TACP is as follows:

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

60. Section D.1.d Charges can also be split into two parts. The Covered Person must "contrive". This means the Covered Person must take a positive step to alter the position than would otherwise have been the case had the Covered Person not taken that step and/or not sought to contrive.
61. The ITIA submits that in this case, both of the Covered Persons have engaged in an act of contrivance if they are found to have deliberately entered the incorrect outcome of a point into the PDA rather than the correct outcome. Such an act would be contriving the record

of the match on the PDA and, therefore, the online betting markets. The ITIA submits that this conclusion can easily be reached given the available evidence in these proceedings.

62. The second part is that the contrivance must relate to “any other aspect” of an Event (given there is no evidence that the contrivance relates to the “outcome”). The concept of “any other aspect” is a broad one. The ITIA submits that in the case of a Chair Umpire, that must include the only obvious way that they can contrive which is to enter incorrect scores into the PDA. In addition, the impact of contriving to record a score incorrectly is that the online betting markets also become contrived. For example, money may be paid out for an outcome that did not materialise on court or other bettors who bet on true position do not get the pay out that they should. Betting operators and innocent bettors are defrauded. This is also within the concept of “any other aspect” of an Event.

63. Therefore, relying on the two parts of contrivance are easily established here, the ITIA submits that no inference is required to reach the conclusion that an aspect of an Event has been contrived. There is more than enough available evidence in the case file to this end.

64. Relying on the evidence in the case file and its submissions, the ITIA submits that it has established to the required standard that both Covered Persons have committed all the TACP Section D.1.d offences with which they have been charged.

#### Wagering on the outcome of an event – D 1.a.

65. Article D.1.a of the 2020 Program reads:

*No Covered Person may directly or indirectly, wager, conspire to wager or attempt to wager on the outcome or any other aspect of any Event or any other tennis competition.*

66. This is the additional Charge against Mr Khudoiani (Charge 8) as regards his own betting on professional tennis matches.

67. The ITIA submits that Mr Khudoiani has admitted to placing bets on the outcome of nine matches at ATP, WTA and Grand Slam level and that this was confirmed when access to his betting accounts was provided. All of the matches relate to Events under the TACP. Therefore the ITIA submits that it has established that Mr. Khudoiani has also clearly breached section D.1.a of the TACP.

#### **Expert Evidence**

68. At the hearing, Mr. Fletcher, Mr. Swarbrick and [REDACTED] gave evidence which echoed their written statements. It can be summarised as follows:

Mr. Fletcher

69. Mark Fletcher, who is an investigator for the ITIA explains the nature of his investigation, his interactions with [REDACTED] and Mr Khudoiani, including his interviews with them, and the forensic analysis of the data available.

70. He explains the role of a Chair Umpire, of their use of the PDA, of the officiating courses both Covered Persons would have taken and their extensive officiating experience.

71. He further explains that:

- Since July 2013, a live scoring service has been in operation by the ITF Pro Circuit which is contractually delivered by a data company called [REDACTED].
- The live score is tracked using the PDA and is directly linked to the international betting markets. All tournaments on the ITF Pro Circuit receive this service. Where the live scoring service is in operation, all umpired matches are scored electronically.
- Scores entered by the Chair Umpire into the PDA are transmitted wirelessly (so the system does not require any wired connections at the Chair Umpire's chair) either via mobile internet or Wi-Fi connection, after which they are displayed online on the tournament, National Association, and ITF websites as well as being sent to certain betting operators who offer a betting market on the relevant match.
- PDAs have had the ability to record audio, with the aim of ensuring that the correct scores are entered into the PDAs. The voice of the Chair Umpire and ambient sounds can be heard on the audio recording as they officiate a match.

72. With regard to Mr. Khudoiani, Mr. Fletcher explains that :

- [REDACTED] alerted the ITIA on 4 September 2019 to concerns regarding separate matches which had taken place during another tournament that took place in Israel later in August 2019 in which Mr Khudoiani was Chair Umpire (the Second Israel Tournament). [REDACTED] identified the matches, which are the subject of the charges against Mr Khudoiani, as suspicious because of a significant amount of betting being observed for specific games to be played to deuce. [REDACTED] stated that it believed that Mr Khudoiani was entering false deuce scores into his PDA to facilitate the success of the betting.
- This information prompted the commencement of an investigation into Mr Khudoiani.

73. For [REDACTED] Mr. Fletcher explains that:

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<sup>1</sup> [REDACTED] is a company [REDACTED].



- On [REDACTED] August 2019, a betting alert was emailed to the ITIA by the [REDACTED] ( [REDACTED] which raised suspicions regarding a tennis match which took place on [REDACTED] August 2019 between [REDACTED] and [REDACTED] which took place at the [REDACTED] Tournament in [REDACTED] Israel (the First Israel Tournament).
- The match was flagged as suspicious by three different betting operators – [REDACTED] and [REDACTED]
- Amongst the other concerns raised [REDACTED] examined betting activity for the same tournament and discovered other matches with similar suspicious betting activity – three of these are the matches which form the subject of the charges against [REDACTED]
- On the same day, a further, and unrelated, betting alert was received from [REDACTED] which noted “delayed entries and score manipulation” at the First Israel Tournament as well as bets placed by multiple betting accounts on games to be played to deuce and identified those matches as being umpired by [REDACTED]
- This information prompted the commencement of an investigation into [REDACTED]

74. Mr. Fletcher recounts the sources of evidence to which he had recourse in the course of his investigation including audio data, extensive evidence from betting operators, point by point data as entered into the PDA vs what is heard on the Audio, Expert evidence of Mark Swarbrick or [REDACTED] and interviews he had with both Covered Persons.

75. To Mr. Fletcher the similarities between the evidence and each respective charge brought against the Covered Persons is clear. He opines that the basic methodology used by both Mr. Khudoiani and [REDACTED] is as follows:

- The Covered Persons agreed a specific match to target with either a) one or more unknown third parties who are responsible for the betting side of the arrangements and/or b) each other.*
- The relevant bets – such as whether to target a) a specific outcome of a specific game (for example, a game going to deuce) or b) a specific point in a game (for example, a certain player winning the second point of a game – were then agreed before a bet being placed by the unknown third parties shortly before the relevant match. The placing of bets would depend on where the Covered Persons/unknown third parties judged the bets to be most effective: whether to earn the greatest return from the online betting markets (likely when the betting markets first made the prices available to bettors), to ensure the bets are not detected, or for any other relevant reason. The Covered Persons would have agreed, for example, to enter the score as “deuce” in the sixth game of the second set.*
- Betting operators do not always indicate the time zone in which bets are placed, which often makes it difficult for me to compare the betting times with the timings*

*of the point-by-point data to ensure they match up, although in this case a lot of the betting data does have this information available. It appears to me that the agreed bets were placed a short period, usually a few minutes prior to the suspicious game being played, using the "in-play" betting function of the betting operators. I say that due to the fact that the minutes past the hour are recorded by both (i) the betting operators and (ii) the point-by-point data, and they do appear to correlate.*

- iv. In accordance with the bets described at (ii) above, at the relevant point in the game as per the agreement between the Covered Person and unknown third party, once the point was played, the Covered Person would usually call out the correct score so that no one playing in or watching the relevant match would have any suspicions. However, the agreed (incorrect) score was entered into the PDA. That could be as simple as the Chair Umpire entering 0-30 instead of 30-0 or it could be more complicated, e.g., where a game is won in four straight points to one player, but the bet is for the game to go to deuce which requires at least eight points to be entered into the PDA (being six to get to deuce and then two more points for someone to win the game).*
- v. The outcome was that the unknown third-party bettors won any bets they placed (unless blocked by the betting operator), resulting in a profit for them but also that betting operators and innocent bettors would be defrauded because the online betting markets received the incorrect score.*
- vi. I believe the Covered Persons were paid for their actions. However, my investigation did not uncover any evidence relating to payments so that element of the scheme remains unproven. In my experience investigating corruption in tennis, it is not uncommon for it to be difficult to trace payments received by Covered Persons for fixes, so this was not unusual to me.*

76. His general conclusions, as expanded on orally during the hearing, is that score manipulation was taking place in each Charge at the hands of the Covered Persons. That conclusion became even clearer to him based on:

- A review of the point-by-point data revealed time periods between points and games that do not appear consistent with the ITF Rules or reality on the court.
- The suspicious betting tended to be for the same outcome; namely, a game reaching deuce. For example, the vast majority of the bets placed with the betting operator [REDACTED] across matches umpired by both Mr. Khudoiani and [REDACTED] were for certain games to be played to deuce and others were for certain outcomes in matches which required the games to be played to deuce.
- Some of the matches relevant to the Charges took place at the same tournament location ([REDACTED] Israel) in consecutive weeks. Having checked their work records, he confirms that Mr. Khudoiani and [REDACTED] were both working at both

the First and Second Israel Tournaments. ITF records show [REDACTED] and Mr. Khudoiani were both also working at the Georgia Tournament in October 2019.

- Mr. Khudoiani and [REDACTED] are friends and well known to each other.
- There is overlap in the betting data. For example, the same betting shop locations in Romania were used for betting on both Mr. Khudoiani's and [REDACTED] matches

#### Mr. Swarbrick

77. Mr. Swarbrick is a betting liaison officer at the ITIA and has worked in the sports betting industry, and specifically tennis, for many years.

78. He explains that Betting operators regularly analyse betting data. A key part of that analysis is identifying whether there are any factors which point towards suspicious betting. To the extent that a betting operator considers that the betting behaviour is suspicious, it will, among other things, send a betting alert to the ITIA. A betting operator's own investigation may follow/continue but the betting alert is provided to assist the ITIA in conducting their own investigation as they see fit.

79. There are a number of factors (i.e. "red flags") which might prompt a betting operator to issue a betting alert. The existence of a betting alert alone indicates that a betting operator considers there is some level of unusual activity which warrants further investigation, whether that be more detailed analysis of the betting data or considering further evidence which might suggest suspicious betting. In these cases, he explains that the following red flags, which painted a broad picture of suspicious behaviour existed:

- i. No rational explanation for the bets placed: for low-level tennis matches, there is no logical rationale for multiple bets being placed and then those bets being successful, this is highly suspicious.
- ii. Targeted and specific betting: the more specific and targeted the bet, the more unusual this is
- iii. New accounts: where betting appears out of the blue from a new or previously dormant account which deposits money on the day of a match, this is unusual and should be given particular significance as a suspicious factor
- iv. Cumulative probability of bets being successful: the lower the probability of a bet being successful, and the fact that it was placed notwithstanding this low probability, raises suspicion
- v. Jurisdiction and bettor profiles: it is typical to see bettors using betting operators which are prevalent in their own jurisdiction
- vi. Timing of bets: The timing of bets placed on matches can also be instructive. Where multiple similar bets are placed by multiple bettors at the same time,

this indicates that the relevant betting slips were preloaded so as to place the bets at the same time. This suggests that there is a significant amount of coordination or collusion taking place between the bettors and that the bettors wished to place the bets as quickly as possible.

80. To Mr. Swarbrick, the more components that are present then moves the behaviour away from unusual and more towards suspicious. The effect is cumulative and where betting contains several components it is highly indicative of a potential fix. In both Covered Persons' cases, all of the above suspicious red flags are present and thus highly indicative that both Covered Persons committed all the match fixing charges that have been brought against them.

██████████

81. Mr. ██████████ is an ██████████. He is able to explain how umpires score matches using their PDA, and explain what he finds suspicious from the evidence available.

82. He explains that both umpires, but particularly ██████████ ██████████ ██████████ status and given his extensive experience, would be expected to officiate at a high-level and would be assessed or evaluated during their officiating careers.

83. He explains that the ITF Rules of Tennis Rule 29 (a) provides that as of August 2019 players were allowed to take 25 seconds between points and that the ITF WTT Regulations Article IV.D also provides for 25 seconds between points. There are instances where the time is short, like when a server hits an ace for instance, but extremely quick play is extremely unusual.

84. With the ITF Rules in mind, ██████████ explains that there are certain aspects of timing during tennis matches which would stand out as being odd if he was to see them on point-by-point data for a match.

- In his experience, and based on feedback from individuals that he has trained to be Chair Umpires and Supervisors, the majority of players make use of most (or all) of the 25 second permitted between points under Rule 29(a) of the ITF rules of tennis, both during changeovers and at the end of the sets. This is particularly so in matches without ball persons because players have to collect their own balls in addition to everything else they do between points, as well as playing points. While possible, anything below 18 seconds is not usual. Anything below 14 seconds is unlikely.

- If the time period between the end of one game and the end of the first point of the following game was significantly shorter than the 90 or 120 seconds permitted (depending on the changeover or set break), it would stand out to him as it suggests that the Chair Umpire has either delayed entering a point or has entered a number of points in relatively quick succession (it would be unusual to see short length points unless there was a foot fault or an ace).
- Chair Umpires can delete or 'Undo' the point that they have just entered into their PDA, which should show up as a record on the scorecard. The Chair Umpire usually realises a mistake when they audibly call the correct score and corrects any scorecard error immediately.
- Finally, where audio recordings are available, he would find it unusual if there were discrepancies between the match data and the audio recording, particularly where players are not heard challenging the score being audibly called on the recording. In his view, the audio recording of a match is a reflection of the true outcome of the match
- Several instances of the above issues happening in a match could be cause for concern in his opinion.
- Additionally If the discrepancies then occur multiple times during a match or across different matches officiated by the same Chair Umpire, it would be highly irregular and cause for concern as to the conduct of the Chair umpire.

85. With regards to the PDA, during the hearing, ██████████ explained how a PDA is used in a tournament and how data is inputted into it. He also explained how a PDA is used during a match (with reference to a very insightful video and screen shots):

- After a point is played, the Chair Umpire is expected to call out the point verbally, only after they have inputted it into the PDA. While there are instances where a Chair Umpire may incorrectly enter the score into the PDA, it is easy to rectify. The PDA has an 'Undo' button for use during the match to correct an incorrect score. The 'Undo' button is clearly visible on the screen (above the game score) from the moment the match starts until the match has ended. When a Chair Umpire realises they have entered the score incorrectly, they should simply click the 'Undo' button.
- It would be expected that a Chair Umpire notices mistakes quickly. That is because the Chair Umpire should still call out the correct score verbally so any discrepancy between that and the PDA score should be immediately obvious. If the verbal score called was incorrect I would expect the players to notice and raise that with the chair umpire.
- It would also not be expected to see errors made in consecutive points. Firstly, because he expects a Chair Umpire to realise the error on the first point and rectify it quickly, and secondly, the greater the number of points in a row with an error the more obvious the error becomes. Entering the incorrect score two or more times in a row should be all but impossible.

- At the time of the Charges against both Covered Persons, there was a rule in place which stated that when Chair Umpires used the 'Undo' button more than five times consecutively, they should immediately stop using the PDA and continue scoring on a paper scorecard
- He has personally only experienced a PDA malfunction once in his entire career.

86. With regards to all the Charges brought against the ITIA against both Covered Persons he has found them all suspicious and indicative that they each likely deliberately input the incorrect scores into their PDA in an effort to manipulate the score and betting markets.

## B. Sanction

87. The ITIA relies on the Tennis Integrity Supervisory Board Sanctioning Guidelines (the 'Guidelines') which provide for a five-step process by which to determine the appropriate sanction in a particular case, as follows:

- a. Determining the category of offence.
- b. Assessing the starting point for a sanction and where in the applicable range the cases of Mr. Khudoiani and ██████████ fall. This includes the impact of applicable aggravating or mitigating factors.
- c. Consideration of any appropriate reduction for early admission.
- d. Consideration of any other factors which may merit a reduction in sanction, such as the provision of Substantial Assistance to the ITIA.
- e. Assessing the amount of any applicable fine.

88. As to culpability, the ITIA submits that Mr Khudoiani sits primarily within category A as factors listed in that category in the Guidelines are most relevant to his actions:

- i. A high degree of planning and premeditation:  
The degree of planning is plainly high given the need for each Covered Person to agree with each other and/or a third party as to which points of which games the relevant bets will be placed on and what the Covered Person must do on court to ensure that is successful. The element of planning is particularly acute given that the Covered Person must simultaneously audibly call the correct score on court.
- ii. Acting in concert with others:  
Because there is no direct evidence that Mr. Khudoiani initiated or lead others to commit offences it can be inferred that he worked with ██████████ and /or third parties to commit the alleged offences. Without the direct evidence, he falls within Category B.
- iii. Multiple offenses over a protracted period of time:

Mr. Khudoiani is alleged to have committed seven match-fixing offences across two different months. That means that having successfully committed the first group of alleged offences, Mr Khudoiani must have proactively chosen to commit the further alleged offences, no doubt having seen the success of the first group.

89. As to culpability, the ITIA submits that [REDACTED] sits primarily within category B as factors listed in that category in the Guidelines are most relevant to his actions:

- i. A high degree of planning and premeditation:  
The degree of planning is plainly high given the need for each Covered Person to agree with each other and/or a third party as to which points of which games the relevant bets will be placed on and what the Covered Person must do on court to ensure that is successful. The element of planning is particularly acute given that the Covered Person must simultaneously audibly call the correct score on court.
- ii. Acting in concert with others:  
Because there is no direct evidence that [REDACTED] initiated or lead others to commit offences it can be inferred that he worked with Mr. Khudoiani and /or third parties to commit the alleged offences. Without the direct evidence, he falls within Category B.
- iii. Several offences (category B) –  
There are several offences alleged to have been committed within a matter of days at one tournament in August 2019.

90. As to impact, the ITIA submits that both Mr. Khudoiani and [REDACTED] sit primarily in category 1 for the following reasons:

- i. Major TACP offenses (category 1) –  
The ITIA considers that facilitation of betting (section D.1.b) and contriving an aspect of an Event (section D.1.d) are both “major TACP offenses”.
- ii. Significant, material impact on the reputation and/or integrity of the sport (category 1) –  
The ITIA submits that the role of officials in tennis, and especially Chair Umpires, is a vital one. Aside from ensuring the events on court proceed smoothly and fairly, Chair Umpires are expected to be a model of integrity and set an example throughout the sport. The Covered Persons are there to uphold the rules but instead deliberately seek to breach them and undermine the integrity of their position. There may be a significant scandal if liability is found and the outcome of these proceedings are published. The impact on the reputation and/or integrity of the sport would, therefore, be very significant.

- iii. Holding a position of trust/responsibility within the sport (category 1) –  
The ITIA submits that the role of a Chair Umpire is one of utmost importance. Chair Umpires are the final authority for all decisions on court and therefore, necessarily, are expected to uphold the highest standards and their level of integrity should not need to be questioned at any point. Chair Umpires are trusted to uphold the integrity of each match, for the good of the players, the betting markets and the sport as a whole.
- iv. Material gain (category 2) –  
The ITIA is confident that each of the Covered Persons have been paid for entering incorrect scores into the HESD – whether on a bet-by-bet basis or a match-by-match basis. However, any remuneration, and the scale of that remuneration, is unknown. As a result, the ITIA does not feel it can argue that the category 1 standard of “relatively high value of illicit gain” is made out. Instead, the ITIA believes it is justifiable to proceed based on the existence of “material gain” in the category 2 standard.

91. The Guidelines provide AHOs unfettered discretion to determine the appropriate categorisation and, thereafter, the starting point. Accordingly, the ITIA submits that the appropriate categorisation of the alleged offending conduct of Mr Khudoiani is A1, albeit on the lower side of A1 given there were elements of categories B and 2 present. The alleged offending conduct of ██████████ should be categorised as B1, but without the need for any change given that there are elements of both category A (being higher) and category 2 (being lower) present.

92. The ITIA anticipates that Mr. Khudoiani should receive a greater sanction when compared with ██████████ (particularly noting the difference in categorisation of culpability). Given the variation in the alleged offending, the ITIA submits that the starting point for Mr Khudoiani should be 15 to 20 years whilst the starting point for ██████████ should be 10 years.

93. As to the fine, the ITIA submits that the Guidelines provide broad discretion to AHOs in relation to the applicable fine. Given the proposed starting points in this case are all a proposed ban of a significant period, but not a lifetime ban, a sum of money being payable is appropriate for both of the Covered Persons to reflect the key aims of the TACP in reaching a reasonable and proportionate sanction which acts as an effective deterrent as well as addressing a repayment of any sums earned through the breaches of the TACP.

94. Whilst Section H.1.b(i) of the TACP provides that fines are separate from a requirement on the Covered Persons to pay an amount equal to amounts received by a Covered Person in



connection with corrupt activity, the ITIA does not have evidence of the sums received by the Covered Persons for their offences.

95. Considering the number and nature of the offences (assuming the AHO finds the Covered Persons liable for each Charge), the ITIA suggests that a fine in the range of \$50,000 to \$75,000 is appropriate for Mr. Khudoiani, and a fine in the range of \$25,000 to \$30,000 for [REDACTED]

96. As for Charge 8 for Mr. Khudoiani, the ITIA does not consider this betting offence under section D.1.a to be a Major TACP Offense. The ITIA's view is that any sanction appropriate for this alleged Offence should be addressed as part of the sanction analysis for the remaining Charges. The ITIA seeks no additional sanction for this Charge 8.

97. In conclusion,

- for Mr. Khudoiani, the ITIA seeks a ban of 15 to 20 years from the sport of tennis together with a fine in the range of \$50,000 to \$75,000.
- for [REDACTED] the ITIA seeks a ban of ten years and a fine in the range of \$25,000 to \$30,000

## II. MR. KHUDOIANI'S SUBMISSIONS

98. Mr. Khudoiani failed to file any written submissions within the deadlines provided. He also failed to file any written submissions within the extended deadline granted. Other than orally reiterating that he was contesting all the charges, he also failed to provide the AHO with any explanation as to why he failed to respect the process he agreed to. At the hearing, his legal representative made oral submissions to the effect that he does not agree with the dispute and that there is no credible evidence to support the charges against Mr. Khudoiani.

99. While he does not contest that there were problems and mistakes made with the refereeing of these matches, there is nothing that shows that Mr. Khudoiani breached any rules or benefited from the allegations. As there is no direct evidence, "he must not be damaged".

## III. [REDACTED] SUBMISSIONS

100. [REDACTED] denies all charges brought against him.

## A. Liability

101. He first outlines why any allegation of collusion with Mr. Khudoiani and other parties must be rejected as untenable :

- It is normal that most of his acquaintances and friends, including on social media, would be involved in tennis because he is an international umpire
- That third parties unrelated to him other than through their love of the sport would place bets on tennis – this is the sport they are most interested in and they understand it.
- There is no evidence of any connection between [REDACTED] and these third parties, no evidence of them reaching an agreement to match fix.

102. With regards to Mr. Khudoiani, [REDACTED] submits that he does not keep in touch with Mr. Khudoiani in any way. He relies on Facebook and WhatsApp messages to show that he has never communicated with Mr. Khudoiani regarding fraudulent schemes. He was, in interview - and still now - surprised that his friend Mr. Khudoiani would be involved in match fixing.

- With regards to [REDACTED] [REDACTED] he barely knows her, has never interacted with her or communicated with her. He does not even have her phone number.
- With regards to [REDACTED] [REDACTED] while he admits that he met him in 2015 at the [REDACTED] [REDACTED] games in [REDACTED] he has not kept in touch with him. He relies on social media messages to show that none of his communications with Mr. [REDACTED] were about match fixing.
- Therefore he says that the only link between him and the aforementioned individuals is that they carry out tennis related activities in the same area.

103. Second, [REDACTED] provides the following submissions with regards to the [REDACTED] and [REDACTED] match (Charge 2) on August [REDACTED] 2019 and the incorrect data related thereto.

104. Due to the passage of time he does not recall this or any match with certainty.

105. In his opinion the incorrect data entries could have been caused by human error (health, fatigue, physical circumstances and personal circumstances, notably that [REDACTED] [REDACTED] only a few months before) and inattention or technical failures of the HESD, the latter not being probable given that no technical failures were noticed at the time.

106. For him not to have pressed the “undo” button to rectify his mistake might simply have been because he did not notice the mistake and did not correct it in time.

107. Third, ██████████ submits that the ITIA’s suggestions that in the matches held on █████ August 2019 (Charge 1), ██████████ may have been prepared to fix the match by calling the incorrect score but did not actually need to do so since the events on court play corresponded with whatever the agreed fix was supposed to be is based only on assumptions and is not supported by any facts. He provides the following submissions with regards to the █████ August 2019 match between ██████████ and ██████████

- In opposition to this opinion, ██████████ actions or omissions did not affect in any way the match results.
- That he failed to call out Deuce or Advantage out-loud during the █████ / █████ match does not amount to match manipulation – simply a mistake.
- The expert’s opinion that the gaps between points were too short is just that, an opinion which is not supported. There is no regulated length of time that athletes will take between points. Each individual and each game will be different in this regard
- There is no causal relationship between the short intervals of time between the points entered in the handheld device and ██████████ alleged manipulation of the match score.

108. ██████████ provides the following submissions with regards to the █████ August 2019 match between ██████████ and ██████████ (Charge 3).

109. The moment of unpacking new balls fell just at the moment when ██████████ was supposed to say Advantage █████ or Deuce. He assumes that the only reason he didn’t say the score out loud is because the unpacking of the tennis balls affected his concentration.

110. While the ITIA suggests that ██████████ was announcing the score barely audibly, he says that the background noise rather implies that he was moving around and that this is the only reason the sound is not clear.

111. In any event he again fails to see how the loudness of his announcement of results could have helped him in the alleged fraudulent scheme because the results he announced were entered in the system, and accurately corresponds to actual score in the match.

112. Although the expert argues that it seems strange that only 37 seconds out of the 90 seconds were used at the change over, there is no causal link between how the fact of

a short interval of 37 seconds could contribute to the betting scheme, especially since this did not affect the results of the score of the match in any way.

113. With regards to the evidence adduced on the bets that were made on these same above noted matches, ██████████ conceded that the points may raise suspicion but that the presence of these red flags cannot be proven to be a 100% connection with ██████████ ██████████ and questions if there are any statistics available on whether when suspicious betting arises it is more often than not due to human error rather than match fixing.

114. ██████████ provides a letter of support as character reference from the ██████████ who explains that he is a key member of the Armenian Tennis Federation and has always conducted himself with the highest degree of integrity and discipline and local and international events. He has always respected the Code of Conduct for Officials and the rules and procedures of the ITF and denies any wrongdoing other than human error in relation to the allegations brought against him.

## B. Sanction

115. ██████████ submits that it is unacceptable to ban him as a chair umpire any longer than he has already been based solely on incorrect data entry, silent announcement of results, and the deadline for entering data. These he submits cannot amount to match fixing and only reflect mistakes made by ██████████

116. He further submits that it is unfair to be banned from umpiring based solely on inattention or human error and that only a warning should be issued. Whilst the ITIA argues that he has breached Section D. 1. m of the 2022 TACP which reads. "*No Covered Person shall purposely delay or manipulate entry of score(s) or scoring data from any Event for any reason*". He submits that

- he did not intentionally enter incorrect data,
- there were no delays in entering data,
- that no breach of this provision is established and
- therefore that it is impossible to ban him from his office.

117. Finally, ██████████ notes that he has been suspended from umpiring activity since 2019<sup>2</sup>. This provisional suspension has resulted in both financial problems and moral damage to him. He has been unable to do what he loves and earn any money from it. He has also suffered reputational damage as a result of the same. He therefore submits that he has been sufficiently punished for his mistakes.

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<sup>2</sup> The AHO notes for accuracy that ██████████ has been provisionally suspended since ██████████ not 2019.

## DELIBERATIONS

118. Other than general protestations of innocence made by both Covered Persons, it is unchallenged that similar methodologies were used by each of Mr. Khudoiani and [REDACTED]. The AHO agrees with all ITIA experts that it cannot be a coincidence that the methodologies used across the various Charges could be so similar without deliberate score manipulation taking place. This is most obvious for Mr. Khudoiani.

119. Having carefully considered all the expert evidence summarized above and extensively covered in the ITIA's written and oral submissions, the AHO makes the following succinct findings with regards to each Charges brought against the respective Covered Person.

120. The AHO's observations are prefaced by pointing out that while there is no direct evidence of either Covered Persons having engaged in match fixing, for each of the Charges against them, the ITIA has been quite effective in underlining these uncanny, if not alarming, number of coincidences:

- The general methodology used is similar in terms of the PDA
- The on-court play does not match the PDA (except for Charge 1 [REDACTED])
- The point-by-point comparison from the audio and PDA are damning to each Covered Person, especially Mr. Khudoiani.
- All bets were placed on similar scoring patterns etc. games Set 1 Game 11 of Set 2 game 4 for example
- Most bets were placed on games going to Deuces which is one of the rarest betting markets in tennis and a very low probability bet (which means that one would not place it unless they were confident in their returns)
- Most of the bets were made with the highest possible stakes, which is also unusual for low level tennis
- The markets from which the bets were placed were mostly eastern European
- There is no rational explanation as to why so many bettors would be betting on these low-level matches in the same way and at the same time
- Many of these bets were placed by new or fairly new accounts
- The betting was targeted and specific
- The bets placed on these matches were multiple and consistent
- Most of the matches in which score manipulation appears to have occurred overlap and took place roughly at the same time

121. The AHO also makes the following general findings.

122. The AHO accepts the premise that audio recordings must be correct because players would be heard challenging the score if it were not correct.
123. The AHO accepts and understands from the expert evidence that there are three main ways in which the Chair Umpire can facilitate betting or contrive the outcome of a match or an aspect of it and that the first two of these “methods” appear to have been employed by the Covered Persons:
- i. The Chair Umpire can delay the scoring of a game. For example, the Chair Umpire may verbally call the score on the court but delay entering the score into the PDA. The directive for Chair Umpires at all levels is to ensure the data is inputted into the PDA without delay as successful courtsiding-related bets can be placed successfully within a matter of seconds. Any delay to the entry of data by the Chair Umpire allows bettors to bet on the winner of a point with knowledge of the correct outcome. The bet will be successful because the betting markets would not yet know the outcome of the point given the Chair Umpire’s delay in entering it into the PDA.
  - ii. The Chair Umpire can manipulate the score as it is entered into the PDA, i.e. verbally call one score (likely the correct score in the game being played) and manually enter a different score into the PDA, which is transmitted to betting markets. This allows successful bets to be placed which do not reflect the score on the court. The Chair Umpire can then further manipulate the score, later in the game, to try to ensure the outcome of the game on the PDA reflects the true outcome on the court.
  - iii. If a Chair Umpire becomes aware that betting operators are no longer allowing bets to be placed on matches officiated by them (perhaps because there is a history of suspicious bets being placed on their matches), a Chair Umpire may select the name of a different Chair Umpire from the dropdown menu on the PDA when they set the device up. This allows betting on a particular match that would not otherwise be permitted by betting operators.
124. The AHO also accepts that all the similarities noted by the ITIA, viz targeted and specific betting, no rational explanation, multiple bets/bettors and timing and quantum of bets suggests and allows for a strong inference that there was an agreed upon scheme in relation to all the betting. It is unlikely that all this was being done by accident or was the result of coincidence or bad luck.
125. The AHO similarly accepts that it makes sense for bets to be placed on the same markets as doing so is easier for the bettors and for the Covered Persons because it would take some practice to be comfortable with calling the correct score but entering the wrong

one into the PDA and managing the position accordingly, so using the same outcome and/or game on a regular basis would plainly help the Covered Persons to prepare.

126. Relying on the discrepancies between the score called audibly and the score entered in the PDA, the facts that no other rational explanation for the betting exists and the timing and quantum of the bets is compelling, the ITIA submits that it is appropriate for the AHO to make the inference that some form of arrangements were made and that the Covered Persons' actions must have facilitated the evidenced betting. It may be an inferential case, but to the ITIA, it is still a compelling one. The AHO agrees.

127. This finding is supported by detailed betting evidence and the forensic analysis of the point-by-point data, as explained in detail by Mr. Fletcher and Mr. Swarbrick which on a balance of probabilities points towards an agreed arrangement being in place for the purposes of betting. That is sufficient, for the AHO to find each of the Covered Persons liable for the facilitation of betting elements of each of the Charges brought against them.

128. The expert evidence provided by all of Messieurs Fletcher, Swarbrick and [REDACTED] greatly supports the ITIA's arguments and allows for strong inferences to be made. No evidence or arguments brought forward by either Covered Person have sufficiently convinced the AHO otherwise. Protestations of innocence are insufficient in the face of compelling factual, forensic and strongly inferential evidence.

129. Based on the above the following provides succinct liability findings for each Charge. First with regards to Mr. Kudhoiani, then [REDACTED]

## LIABILITY

### Mr. Kudhoiani

130. The AHO shares Messieurs [REDACTED] Swarbrick and Fletcher's expert opinion with regards to their review of Mr. Khudoiani's matches and Charges.

### Charges 1-5

131. With regards to Charge 1 against Mr. Khudoiani, there is clear evidence to suggest manipulation of the score being entered into the PDA, considering the significant discrepancies between the point-by-point data and the audio recording. Having this number of discrepancies is suspicious and is unexpected for an umpire at this level.

132. With regards to Charge 2 the various discrepancies in points, and the short period of time between points, are clear evidence to suggest score manipulation by Mr. Khudoiani.
133. With regard to Charge 3, the discrepancies are similar to Charge 1 and 2, and in addition, in this match, there is an unusual delay of approximately twelve seconds between “Game” being called and the whole match score being announced, which is not consistent with the way in which Mr. Khudoiani made other announcements during the match. Again the evidence suggests that it is more probable than not that this match was also the subject of score manipulation.
134. With regards to Charge 4, similar discrepancies are noted, only [REDACTED] points are played while [REDACTED] are entered into the PDA, but here there is a discrepancy where Mr. Khudoiani announces the score as “[REDACTED]” yet records this in the PDA as [REDACTED]. A Chair Umpire at this level would not be expected to announce a score and then input the opposite into the PDA.
135. Charge 5 is particularly suspicious given only [REDACTED] points were called on the audio recording, yet [REDACTED] points were entered into the PDA (taking the game to [REDACTED]). Significant discrepancies can also be observed between the scores being called out by Mr Khudoiani and those entered by him into the PDA. The AHO finds it certainly unusual for an umpire to announce the score on court and then input the opposite into the PDA like Mr Khudoiani did in this match at points [REDACTED] ([REDACTED]) but inputting the opposite into the PDA). This cannot be a mere mistake. To the AHO, this is clear evidence of score manipulation.

#### Conclusion on Charges 1 – 5

136. The AHO agrees that there are such significant similarities in the available evidence for Charges 1 to 5 for Mr Khudoiani that they can be taken together. All of them see significant discrepancies between the audio and point-by-point data such that the audio shows the relevant game being completed in [REDACTED] whilst the point-by-point data shows it being completed in [REDACTED] points. That then correlates with the suspicious betting which sees multiple bettors placing bets on the relevant games reaching deuce, sometimes for the exact same stakes.
137. The AHO finds that the audio is the true reflection of the score and that none of the games [REDACTED] and it was only the actions of Mr Khudoiani in deliberately manipulating the entry of the scores into the PDA that meant the bettors placing their bets on the relevant game to reach deuce might be successful. While Mr. Khudoiani has argued these were mistakes, the discrepancies were seen day-after-day and match-after-match.



138. The AHO thus finds that the discrepancies cannot be explained as being simple mistakes when considered alongside the suspicious betting evidence tendered by the ITIA, the overly brief gaps taken between points and the fact that so many people were betting on deuce games. On this last point, the AHO found Mr. Swarbrick's evidence persuasive that:

*"bets around a game reaching deuce only account for, in his experience, around 0.25% of tennis bets. That is a very low figure so to see multiple bettors making those very specific bets and then only doing so on the games that happen to see audio/point-by-point discrepancies really does stand out as being highly implausible."*

139. The AHO thus finds that it is more probable than not that Mr. Khudoiani both facilitated the betting of third parties and contrived an aspect of an event in breach of section D.1.b and D.1.d of the TACP. Mr. Khudoiani is therefore liable for Charges 1-5.

#### Charge 6-7

140. Charge 6 is interesting given that Mr. Khudoiani calls out [REDACTED] after a [REDACTED] second delay when it was actually [REDACTED]. On the point-by-point data, it appears that there are [REDACTED] points played (with [REDACTED] being reached [REDACTED] however on the audio recording there are only [REDACTED] and it is clear that the game did not continue beyond the [REDACTED] point. Mr. Khudoiani appears to have gotten his agreed upon score mixed up with what was actually happening on court. To the AHO this provides clear evidence of manipulation of the scores being entered into the PDA.

141. For Charge 7, as with Charge 6, the discrepancies between the audio recording and the point-by-point data are striking. On the scorecard, there is a total of [REDACTED] played, compared to [REDACTED] on the audio recording. Within those points however, only the scores of [REDACTED]" are correct. Mr Khudoiani appears to have once again been manipulating the scores into the PDA.

#### Conclusion on Charges 6-7

142. The AHO accepts that the ITIA's position with regards to Charges 6 and 7 is fundamentally the same as Charges 1-5, which has been established. E.g.: there are discrepancies between the audio and point-by-point data and there is suspicious betting around the score in the relevant game ([REDACTED] reaching deuce.

143. However, as the ITIA has pointed out, in Charge 6, the audio position is confused and harder to follow than for the other Charges. Mr Fletcher has described how "deuce" is called after [REDACTED] points, which is impossible, and how the score is often not called at all.

Mr. Khudoiani can be heard saying “sorry” which seems to suggest he is aware of errors being made.

144. In addition, as the ITIA has pointed out the audio and point-by-point data tend to match up in terms of when the points which are played are concluded (albeit the wrong score may be entered). That is not the case there where the audio and point-by-point data appear to diverge on timings to a greater extent.
145. In Charge 7, there is the same issue with the game ending in [REDACTED] points on the audio with the point-by-point data ending on ten points. The ITIA has submitted that is not clear why this diverges from the typical position of six and [REDACTED] points respectively but what is still clear is that the discrepancy exists.
146. In light of the other Charges (1-5) having been established and the methodology used in these (Charges 6-7) being identical to those, the AHO finds given the expert evidence, the forensic analysis of the scoring and the pattern that was established, that an inference can be drawn that the same methodology was intended for these two matches in order to facilitate betting.
147. Therefore, it is more probable than not that Mr. Khudoiani also facilitated the betting of third parties and contrived an aspect of an event in breach of section D.1.b and D.1.d of the TACP in relation to these two matches and Charges 6-7 are established. He is therefore liable for the same.
148. Mr. Khudoiani insists that these charges are not credible and that he has never breached the TACP and that all of this can be attributed to human error. Agreeing that human error does happen, all the ITIA experts agree that it is very simple to correct a mistake which has been entered into the PDA if a Chair Umpire does make a genuine mistake. The AHO agrees with them all that having this many discrepancies at this level of umpiring is far from normal and is evidence of score manipulation. As stated by [REDACTED] [REDACTED] “it simply does not happen for games to be concluded in [REDACTED] to [REDACTED] but [REDACTED] are then entered into the PDA.”. Yet, this is an occurrence that happened on many occasions with Mr. Khudoiani. The AHO does not accept these were mistakes, bad luck or mere coincidences.
149. All of the above factors, including the discrepancies between the point-by-point data and the audio recordings and the compelling betting evidence strongly suggests that incorrect scores were deliberately entered into the PDA by Mr. Khudoiani to manipulate the match data being provided to live betting markets. The betting evidence support this conclusion and adds an additional layer of certainty to the AHO findings.

## Charge 8

150. Wagering directly on the outcome or any aspect of an Event is a TACP offence. Mr. Khudoiani has admitted to placing bets on the outcome of matches at ATP, WTA and Grand Slam level – all TACP events. This was confirmed when access to his betting accounts was provided.

151. The AHO therefore finds that Mr. Khudoiani is liable for breaching the terms of section D.1.a of the TACP.

## Conclusion on liability for Mr. Khudoiani

152. Although Mr. Khudoiani has argued that the ITIA's evidence is not credible the AHO finds rather that it is compelling and easily satisfies the ITIA's burden of proof to the required legal standard. The AHO finds that the ITIA has established on a balance of probabilities that Mr. Khudoiani has committed all the corruption offences for which he has been charged.

██████████

153. With regards to the Charges against ██████████ in addition to her general observations above, after comparing the point-by-point data and listening to the audio recordings, the AHO's observations echo those of all three ITIA expert witnesses and are as follows:

## Charge 1

154. In this Charge, there were again several bets placed on ████████ Game 9 to go to deuce, with two separate betting operators raising concerns about the bets they had seen (with again multiple accounts placing the same bets for the same specific stakes). However, there was no discrepancy with the audio and point-by-point data suggesting that the game did naturally reach the score of deuce meaning no manipulation of the score entry on the PDA was required.

155. Mr. Swarbrick noted that approximately 28% of games go to deuce naturally and the ITIA conceded that it is to be expected that across the Charges in these proceedings, an example of this may arise. To Mr. Fletcher, this Charge is an example of where ██████████ ██████████ may have been prepared to fix the match by calling the incorrect score but did not actually need to do so since the events on court matched up with whatever the agreed fix was to be. The AHO accepts this evidence.

156. The ITIA argues on the one hand that this Charge can still be proven since the suspicious betting also relates to the winner of the second point with multiple bettors

backing the outcome there, including with the use of identical stakes. Additionally, there is a discrepancy between the audio and the point-by-point data on the second point giving rise to the argument of the wrong score being entered into the PDA, which the ITIA submits is sufficient to prove that ██████████ facilitated the betting of third parties.

157. The AHO further notes that for Charge 1:

- the scores were not entered into the PDA as called out audibly and ██████████ often had quite significant delays between the point ending (i.e. when he called “out”) and announcing the score. For example, there is a delay of 10 seconds between the first point ending and calling ██████████ 14 seconds between the end of the third point and calling “█████████” and seven seconds between the end of the ██████████ point and announcing the score of “█████████”
- Chair Umpires are required to input the points “timely and accurately” before announcing the score which did not happen. He believes this is clear evidence to suggest manipulation of the scores being entered into the PDA by ██████████
- The betting evidence in relation to this match is compelling, As stated by ██████████ the stakes were out of line with the expected market level, the probabilities of betting on deuce games were as low as usual, multiple bets were placed at the same time, including 4 in eastern European markets with the highest possible stakes. 2 betting operators considered the betting activity surrounding this match to be suspicious.

158. As a stand-alone charge, the ITIA might not quite have succeeded in meeting its evidentiary burden with regards to Charge 1. However, given all the evidence and methodology surrounding this match and the other two (which matches that of Mr. Khudoiani who has been deemed liable for all his Charges), the AHO is satisfied that the possibility of these various mistakes having occurred being an unlucky coincidence for ██████████ dwindle greatly in the face of all the other compelling evidence the ITIA has adduced.

## Charge 2

159. As did the ITIA, the AHO applied the same analysis for this Charge as that for Charges 1 to 5 for Mr Khudoiani. There were suspicious bets placed on ██████████ ██████████ to go to deuce, the audio showed the game ending after ██████████ but ██████████ were entered into the PDA and there were also short periods of time between the ██████████ ██████████ and ██████████ points (18 and 14 seconds respectively). The ITIA submits that this is sufficient to establish on a balance of probabilities that ██████████ facilitated the betting of third parties and thereby contrived the outcome of any part of an Event. The AHO agrees.

160. The AHO notes in addition for Charge 2 that:

- [REDACTED] calls [REDACTED] yet records [REDACTED] points into the scorecard, so the audio recording of the game does not go to deuce, yet it does in the point-by-point data.
- There is a clear discrepancy therefore from the [REDACTED] point onwards.
- There is a very long gap of 1 minute and 6 seconds from announcing “[REDACTED] to “Game, [REDACTED] and it would be very rare for one point to take so long.
- However, on the point-by-point data one can see there would have to have been three additional points played in that period. This means that there are gaps of only [REDACTED] seconds (which the AHO notes and the ITIA concedes is not that short) , 12 seconds, 18 seconds and 14 seconds for “*Service Fault*”, “*Deuce*”, “*Advantage* [REDACTED] and “*Game* [REDACTED]

161. On this last point, [REDACTED] has rightly argued that 20 or 18 seconds between points is not that abnormal. However, as explained by all expert witnesses, notably [REDACTED] the AHO accepts that 12 and 14 seconds are short periods of time for a whole point to be played and all the other things that happen between points without ball persons. Thus, coupled with the on court play and PDA inputs, all of this is evidence to suggest manipulation of the score being entered in the PDA.

162. In addition when one looks at the betting evidence, numerous of the bets were made by the same shop ([REDACTED] as the bettors who bet on Mr. Khudoiani’s matches, which the AHO has established above were all manipulated, and all the bets were placed within a 4-minute window with over 16 bets on the game going to Deuce, which was the pay out.

163. For the same reasons outlined above, the AHO agrees and finds [REDACTED] liable for breaching sections D.1.b. and D.1.d of the 2019 TACP with regards to Charge 2.

### Charge 3

164. This Charge is similar to Charge 7 of Mr Khudoiani in that there are again examples of the audio score not being called in relation to points that are entered into the PDA after deuce has been reached in [REDACTED] alongside the regular betting to deuce with multiple bettors placing the same bets with the same stakes (though, in addition, Mr Swarbrick referred to another concern of new accounts being used). There are also ten points entered into the PDA instead of the expected eight.

165. The AHO notes that the same points again arise in relation to the gaps between points that may not have taken place in reality (13 seconds between the score entry of the [REDACTED] and [REDACTED] points) and between the end of this game and the beginning of the next (only 37 seconds when 90 seconds is permitted at a change of ends).

166. The AHO further notes the two additional points which the ITIA submits are relevant to this Charge. The first is that the tone in which [REDACTED] calls the scores audibly varies significantly in this game. The second is the possible connection between [REDACTED] and a bettor which the ITIA has established through open-source research. As Mr Fletcher describes, both [REDACTED] [REDACTED] and [REDACTED] [REDACTED] have connections to tennis in Armenia. Plainly, there is a logic to [REDACTED] if he is manipulating the score entry, working with someone he knows from Armenia who is connected to the world of tennis in some way. These allegations have not been verified and are thus deemed irrelevant to the AHO's findings.

167. For Charge 3, the AHO additionally observes that:

- Based on the audio recording of this Charge, there were [REDACTED] points played during the game however ten points are recorded on the point-by-point data.
- The audio recording therefore suggests that [REDACTED] recorded an incorrect number of points into the PDA, meaning there is a discrepancy between the audio recording and the point-by-point data.
- The way in which [REDACTED] announces the points verbally to match the PDA, (barely audibly during what should have been a change over and ball change enhances the AHO's suspicion about this Charge further) .
- Finally, there are some short periods of time between points such as 13 seconds between deuce and advantage.

168. Taken together, the weight of this evidence strongly suggests that [REDACTED] was manipulating the score he was entering into the PDA.

169. The betting evidence does not assist [REDACTED] with multiple bets being placed by new accounts, which gives the impression it was created just for the purpose of betting on this match and thus that the specific outcome was predetermined. As with Charge 1, the fix was in [REDACTED] [REDACTED]

170. The AHO finds that for Charge 3, on the evidence, and in light of the pattern and methodology used in the other matches, it is more probable than not that [REDACTED] facilitated the betting of third parties and, in order to do so, [REDACTED] contrived an aspect of an Event, in each case in breach of sections D.1.b and D.1.d of the 2019 TACP.

Conclusion on liability for [REDACTED]

171. Mr [REDACTED] has emphatically argued that this is all a matter of mistakes being made, which he admits to. He submits that he loves tennis, that he was born into a family of tennis, that to him, it is as basic to his existence as bread and water. He provides heartfelt testimony that he would never corrupt the sport he loves. He says that at the time these matches were played he was in a very difficult personal situation, [REDACTED]. He was overwhelmed at the time and returned to umpiring too early which caused him to make these mistakes. The AHO finds [REDACTED] to be credible in so far as he loves the sport and is sincerely sorry that he has found himself in this situation.
172. Nonetheless, the AHO accepts [REDACTED] testimony that it is very unlikely that an experienced [REDACTED] such as [REDACTED] would mistakenly repeatedly enter incorrect scores into the PDA compared to what he verbally called out on court, particularly as an individual who is head of officiating for his national federation. That is particularly true in circumstances where [REDACTED] verbally called the game as being won but entered two additional points that never occurred. As [REDACTED] stated, even when dealing with personal issues which [REDACTED] has submitted were the cause of his alleged absent-mindedness, professionalism should be an Umpire's priority. Put plainly, regardless of the circumstances, [REDACTED] should not and do not make such glaring mistakes – unless they are trying to manipulate their entries into the PDA. As the ITIA has stated, the likelihood of all of this being coincidence and sheer bad luck for [REDACTED] is improbable.
173. [REDACTED] himself concedes that the bets placed around these matches could raise suspicion of the likelihood of matches having been fixed, yet he argues that the charges against him cannot be said to be 100 % proven and that he holds the right of being innocent until proven guilty.
174. Regrettably for him, the burden of proof the ITIA needs to fulfill is that of a balance of probabilities. This means that the ITIA's evidence must simply lead the AHO to find that the ITIA's charges are more likely than not even if only by a small margin. On this, the ITIA is successful.
175. Compared to [REDACTED] protestations of innocence and seemingly good character, the evidence the ITIA has brought forward is overwhelmingly in its favour. It may be that [REDACTED] has been extremely unlucky to have all these coincidences occur at the same time, but the AHO finds it more likely, given the forensic evidence, point by point evidence, PDA and audio evidence, the similarities between the methodologies used by his friend and colleague Mr Khudoiani, as well as the compelling expert evidence of all expert

witnesses, that the ITIA has established all of the Charges it has brought against ██████████ to the required legal standard.

176. The AHO thus considers each of the Charges against ██████████ to be suspicious and indicative that he more likely than not deliberately input the incorrect scores into his PDA.

#### Conclusion on Liability for both Covered Persons

177. The AHO finds that all the TACP breaches brought against Mr. Khudoiani and ██████████ have been established by the ITIA on a balance of probabilities. The Covered Persons are therefore liable for all the Charges brought against them.

### **SANCTION**

178. The last element the AHO needs to determine is the appropriate sanction, and this is with reference to the ITIA Sanctioning Guidelines.
179. For Mr. Kudhoiani, the ITIA seeks a ban of 15 to 20 years from the sport of tennis together with a fine in the range of \$50,000 to \$75,000.
180. For ██████████ the ITIA seeks a ban of ten years and a fine in the range of \$25,000 to \$30,000.

#### *Ban*

181. Keeping in mind that he has been found liable for 15 Major Corruption Offences, referring to the Guidelines, the AHO finds Mr. Khudoiani falls both within the 1 and 2 Impact category and A and B culpability category in terms of the applicable ban. In light of the numerous offences committed, in addition to wagering on tennis, even if no direct evidence has been brought forward to this end, an inference can be drawn that he made a relatively high value of illicit gain from both types of offences. As an aggravating factor the AHO also finds that he wasted both the ITIA and the AHOs by failing to cooperate with the instructions on the hearings. Therefore as a result of his 15 established TACP Major Offenses, AHO sets Mr. Khudoiani ban at 14 years. This sanction is consistent with the Sanction imposed by the AHO in the similar matter of the ITIA v. Majd Affi.
182. With regards to ██████████ given that he has been found liable for 6 Major Corruption Offences, the AHO finds that he sits more within category B2 in comparison to Mr. Khudoiani because of the fact that he has been charged and found for 6 Major TACP Offenses. There are no aggravating factors to consider but various mitigating ones including that he fully cooperated with the process, has shown good character and exemplary conduct throughout the process, and appears to be genuinely remorseful to



find himself in this situation, even though he has made no admissions. The AHO therefore sets ██████████ ban at 5 years. Considering the mitigating factors, this sanction is consistent with the ban imposed on Chair Umpires for match fixing by AHOs in the ITIA v. Ghassen Snene and ITIA v. Gharsallah matters as well as the recent ITIA v. Grigaitis matter where the covered person was sanctioned with a 4-year ban for having been found liable for four major Corruption Offences.

*Fine*

183. An inference may be drawn, even without evidence to this effect, that each Covered Person has been paid for entering incorrect scores in the PDA. Therefore, the AHO finds that material gain is established on a balance of probabilities, notably for Mr. Khudoiani, given the nature of the scheme described and the unlikelihood that any of the Covered Persons would consent to being involved with such a scheme without payment. However given that some of the bets made on these matches were not significant, it is also possible to infer that the material gain was not relatively high or even significant, if any was received at all. There are in fact some instances where the gains were not paid out by the betting syndicates because of the suspicious betting activity related to the bets.

184. For Mr. Khudoiani, the AHO has considered that no evidence has been brought forward to confirm the money he may have made from his corrupt activities. Yet as provided above, an inference can be drawn that he was paid for all these activities. Given that he manipulated 7 matches as an umpire thereby committing 14 major TACP Offences and also wagered on tennis, thereby bringing his total of major TACP Offences to 15 – his actions are far more egregious than those of ██████████ and warrant a significant fine in addition. Additionally, other than attending the Procedural Call, Mr. Khudoiani failed to cooperate and engage in the disciplinary process by neither answering the ITIA's multiple requests nor following AHO instructions or answering her requests. In fact, he only confirmed his attendance at the hearing 24 hours prior to the same, only not to attend in person sending his legal representative in his place. He also failed to attend the second day of the hearing altogether. In disrespecting the process and the AHO instructions, he wasted the ITIA's time and money, the AHO finds this must also be taken into consideration when setting the appropriate fine. Pursuant to the Guidelines, the ITIA has requested a fine in the amount of \$50 000-\$75 000. Given that he is already being banned for 14 years, the AHO finds that a more proportional fine should be imposed. Considering all of the above, the AHO sets Mr. Khudoiani's fine at \$25 000.

185. For ██████████ the AHO has considered his personal circumstances, that tennis is clearly his primary source of income, that there is no evidence of benefit having been received, and that he cooperated fully with the process and displayed genuine remorse even if without making admissions. Given that he is being banned for 5 years, no fine is to be imposed in addition to the same.

## RULING AND ORDER

186. The Covered Persons, Givi Khudoiani and [REDACTED] [REDACTED] are liable for all Charges laid out in the ITIA's Schedule 1 to their respective 05 July 2023 Notice of Major Offense.

187. The applicable sanctions ordered as a result of these breaches and pursuant to TACP Section H.1 are:

For Mr. Khudoiani

- A 14-year ban from the date of this award with a credit for any period of Provisional Suspension previously served from 14 July 2021.
- A \$25 000 USD fine

For [REDACTED]

- A 5-year ban from the date of this award with a credit for any period of Provisional Suspension previously served from 14 July 2021.

188. Pursuant to TACP Section G.4.e., this Decision on Sanction and Liability is to be publicly reported and is a full, final, and complete disposition of this matter that is binding on all Parties.

189. This Decision can be appealed to Court of Arbitration for Sport in Lausanne, Switzerland within twenty business days from the date of receipt of the decision by the appealing party.

Dated at Beaconsfield, Quebec this 18th day of December 2023



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Janie Soublière C. Arb.  
Anti-Corruption Hearing Officer





























