

Anti-Corruption Hearing Officer,
Tennis Anti-Corruption Program

A W A R D of the AHO

PARTIES

1. The PTIOs¹ are appointed by each Governing Body (ATP, GSB, ITF & WTA) that participates in the Tennis Anti-Corruption Program ("the TACP"). They have the responsibility to administer the TACP and direct the Tennis Integrity Unit ("TIU").
2. Diego Matos ("the Player") is a 31-year-old Brazilian tennis player. At the time of the alleged Corruption Offenses he was registered with the ITF by means of his ITF International Player Identification Number ("IPIN"). The Player has been registered with an ITF IPIN and has paid the associated fees since 2010. He signed the ITF Player Welfare Declaration ("the Declaration") every year from 2010 to present except for 2016. He completed the Tennis Integrity Protection Program ("the TIPP") on 18 August 2017 in his native Spanish language. Through the use of his ITF IPIN and by signing the Declaration the Player has agreed to comply with the rules of tennis including the TACP. He is, by virtue of the foregoing, a Covered Person under the 2018 and 2019 TACP. The Player has, therefore, confirmed his agreement to adhere to the relevant rules of tennis which expressly includes the TACP. The jurisdiction of the AHO is not contested by the Player and his lawyer. The Player's career-high singles ranking was 580 on 3 May 2012; and a career-high doubles ranking of 241 on 17 December 2018. As of 26 June 2019 his career prize money is \$57,870.
3. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer ("the AHO") under Section F.1. of the 2019 TACP. No party objected to the jurisdiction of the AHO; or, to his being an independent, impartial, neutral adjudicator to render a determination in this case.

¹ All capitalized words or acronyms take their defined meaning from this text or the TACP Definitions.

PROCEDURAL BACKGROUND

4. The matters at issue in this proceeding took place during the calendar years of 2018 and 2019. Therefore, the 2018 and 2019 Rules of the TACP apply to the merits of this proceeding. The procedural aspects of this matter are governed by the 2019 TACP rules being the year in which the Notice of Charge (“the Notice”) was issued to the Player.
5. On 30 November 2018 counsel for the PTIOs made an application for a Provisional Suspension (“PS”) under Section F.3.a.i. of the 2018 TACP on the basis that the Player failed to comply with Demands for information made under the 2018 TACP. The Player responded to the application and on 6 December 2018 the AHO issued a ruling ordering a PS be imposed on the Player.
6. On 6 February 2019 the AHO received an inquiry from the Player concerning what would happen on the expiry of the PS, it having been in effect for sixty days.
7. On 7 February 2019 the AHO received a request from counsel for the PTIOs that the PS continue to remain in force because of non-compliance with a Demand.
8. On 20 February 2019 the AHO issued a ruling continuing the PS with an expiry date of 6 May 2019. Then, subsequently, on the 8th of May the AHO declared the PS expired and lifted.
9. The Notice was sent to the Player on 10 May 2019. In it, the Player is charged with breaching Section F.2.b. a Corruption Offense under Section D.2.c. of the 2018 and 2019 TACP and Section D.1.d of the 2018 TACP: *“In particular, it is alleged that [the Player] contrived an aspect (including losing specific games or sets or by a specific score) and/or the outcome of the following matches:*

1. **May 2018, Brazil** [redacted] [redacted] in which you played with [redacted] [redacted] against [redacted] [redacted] and [redacted] [redacted] (you and [redacted] [redacted] [redacted] [redacted])
2. **June 2018, Sri Lanka** [redacted] [redacted] [redacted] in which you played with [redacted] [redacted] against [redacted] [redacted] and [redacted] [redacted] [redacted] (you and [redacted] [redacted] [redacted])
3. **July 2018, Ecuador** [redacted] [redacted] [redacted] against [redacted] [redacted] (you [redacted] [redacted] [redacted])
4. **July 2018, Ecuador** [redacted] [redacted] [redacted] in which you played with [redacted] [redacted] [redacted] against [redacted] [redacted] and [redacted] [redacted] (you and [redacted] [redacted] [redacted] [redacted])
5. **July 2018, Ecuador** [redacted] [redacted] [redacted] against [redacted] [redacted] [redacted] ([redacted] [redacted] [redacted])
6. **August 2018,** [redacted]
[redacted]
7. **August 2018, Portugal** [redacted] [redacted] [redacted] in which you played with [redacted] against [redacted] and [redacted] [redacted] and Matos [redacted] [redacted] [redacted]
8. **August 2018, Portugal** [redacted] [redacted] [redacted] match in which you played with [redacted] against [redacted] and [redacted] (you and [redacted] [redacted] the match [redacted] [redacted] [redacted])
9. **September 2018, Spain** [redacted] [redacted] [redacted] against [redacted] [redacted] [redacted] – [redacted] (you [redacted] the match [redacted] [redacted] [redacted])

10. [REDACTED] **September 2018, Portugal** [REDACTED] [REDACTED] against [REDACTED] [REDACTED] (you [REDACTED] the match [REDACTED] 6-1).

11. [REDACTED] **September 2018, Portugal** [REDACTED] [REDACTED] against [REDACTED] [REDACTED] (you [REDACTED] [REDACTED] [REDACTED] [REDACTED])

12. [REDACTED] **September 2018, Portugal** [REDACTED] [REDACTED] against [REDACTED] [REDACTED] [REDACTED] [REDACTED]

All of the foregoing is referred to in this Decision as “the Matches” or “the Match” depending upon the context where the word is used.

10. In the 12 listed charges contained in the Notice the betting patterns on 11 of the Matches are either asserted to be fixed or highly suspicious betting patterns as reported by either bookmakers or Sportradar.
11. On 10 May 2019, the PTIOs applied for a PS under Section F.3.a.ii. of the 2019 TACP on the basis there was a reasonable likelihood that the Player committed Corruption Offenses punishable by permanent ineligibility.
12. On 11 May 2019 the AHO advised the Player by email of the various options that the Player had in pursuing the matter under the TACP 2019.
13. The AHO re-issued a Provisional Suspension (“PS”) against the Player on 27 May 2019 under Section F.3.a.ii. That PS continued in effect up to the date of the Hearing.
14. On 28 May 2019 the Player responded to the AHO denying the charges and indicating that he wished to proceed under Section G.1.d.ii. of the 2019 TACP by requesting a Hearing.

15. A directions hearing was held on 4 June 2019 following which Procedural Order No.1 ("PO #1") was issued confirming the procedural details and timetable through to the Hearing.
16. In accordance with PO #1, Counsel for the PTIOs filed their written submission together with witness statements and related exhibits on 3 July 2019.
17. On 24 July 2019 the Counsel for the Player was to file a reply submission with witness statements and related exhibits in accordance with PO #1. Following prompts and inquiries by the AHO and a warning from him, it was learned on 26 July 2019 that Counsel for the Player had been in a car accident. Apparently, it was the reason for no response by the deadline and complete silence up until the information of the 26th of July.
18. On 30 July 2019, the AHO wrote directly to the Player advising him that the Hearing would proceed as scheduled by PO #1 in Miami, Florida on the 14-15 August 2019.
19. Subsequent to the July communications Counsel for the PTIOs engaged in communications with the Player and ultimately with his counsel, Mr. Bejar. An agreement by counsels was reached on 6 August 2019 confirming that the Hearing would proceed as outlined in PO #1 with a video link for both the Player's counsel and his client.
20. Counsel's agreement on 6 August 2019 was to the effect that Mr. Bejar would confirm whether: (i) he intends to call any witnesses on behalf of the Player; and (ii) which of the PTIOs witnesses he wishes to cross-examine. Any submissions on behalf of the Player would also be filed on the same day (8 August 2019). Following all counsels' consent, the AHO declared these modifications to the Hearing procedure was agreed to and PO #1 was amended accordingly ("amended PO #1"). The AHO confirmed those arrangements and informed all

concerned that the Hearing would proceed even if these deadlines were not met. These arrangements were never fulfilled by Counsel for the Player.

21. Mr. Bejar did not communicate with the AHO after 6 August 2019. None of the deadlines agreed upon and directed by the AHO were ever adhered to and silence from the Player's Counsel was the *modes operandi* despite frequent attempts by the PTIOs' Counsel and the AHO to contact and inquire of what was transpiring.
22. On 11 August 2019 the AHO declared the Counsel for the Player in breach of his obligations and that the case would proceed as scheduled in the amended PO #1.
23. The only other communication received prior to the commencement of the Hearing was an email sent by the Player on 13 August 2019, the day before the scheduled Hearing. The AHO was on an airplane and a half hour away from the Miami airport when the email was received. Other than this late response, silence and failing to observe agreed upon commitments were constantly the situation. A complete list of communications between: the PTIOs' Counsel and the Player or his Counsel; and, of the AHO's communications with the Player or his Counsel is attached to this Decision as Appendix #1.
24. The allocation of time to each party to present and argue their case was submitted by the PTIOs' Counsel and triggered the above response to the AHO while on the airplane on 13 August 2019.

BACKGROUND FACTS

25. The investigation by the TIU was triggered following the receipt of 13 betting alerts on suspicious matches where the Player was involved. These alerts were

received between December 2017 and September 2018 following which the Player was placed on Sportradar's "Risk List"² on 1 October 2018.

26. The TIU conducted an investigation by way of interviews of the Player on three separate occasions on 17 May, 11 August and 22 November 2018. The Player on each occasion denied any involvement in match-fixing.
27. During the course of the investigation the TIU made Demands for information from the Player pursuant to Section F.2.c. of the TACP. Two Demands were made with a number of follow-up requests of which either portions, or all of the Demand, were alleged to remain unsatisfied or not provided within the stipulated deadline. The TIU maintains that not all the requested information has been provided to date. This assertion resulted in the Non-Cooperation Charge in the Notice.
28. The Notice, in addition to the listed Matches and the related Charges, also contained a second charge as follows:

"You are charged with a breach of Section F.2.b of the 2018 and 2019 TACPs: "All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense."

It is alleged that in breach of Section F.2.b, you failed to cooperate fully with a TIU investigation by failing to comply fully with the First to Sixth Demands listed above.

Firstly, you failed to provide information/materials requested in the Demands within the deadlines specified in the Demands.

Secondly or alternatively, the following information/material requested in the Demands has never been provided:

² Placement on the Risk List means that the person listed is removed from the betting offering provided by Sportradar's betting business as a self-protection measure. None of the Player's singles matches have been offered by Sportradar's odds provision business since 1 October 2018, although some of his doubles matches have been offered.

31. The PTIOs also submitted that messages obtained from the Player's phone are direct evidence that the Player was involved in match-fixing. In the set of messages commencing on 11 July 2018 and concluding 30 October 2018 the Player repeatedly refers to "working" a match, specifically how he works in the singles matches but plays to win in the doubles. The messages further reveal the Player's willingness to place individuals in contact with people if they want to fix matches. The PTIOs alleged that the Player was making arrangements to fix matches, seeking payment for fixing matches or to travel to fix matches claiming there is no other plausible explanation for these messages. It is the PTIOs' position that their evidence satisfies the burden of proof that the Player fixed Matches as specifically identified in the 10 May 2019 Notice to the Player.
32. The PTIOs further submitted that the following are aggravating factors in this case:
- a. *Knowledge of the rules*: the Player was fully aware that he had to comply with the TACP given that he completed the Tennis Integrity Protection Program online test on 18 August 2017 (Exhibit 4);
 - b. *Multiple charges*: the case involves charges arising out of 12 allegedly fixed matches. Further, the messages retrieved from the Player's phone (and witness evidence) indicate that he was likely to have been involved in fixing other matches;
 - c. *Attempts to involve others in match-fixing*: the Player talked to other players [REDACTED] [REDACTED] [REDACTED] about match-fixing and offered to put them in contact with people if they wanted to fix matches. Given the generic nature of the comments, no charge has been brought relating to the [REDACTED] [REDACTED] [REDACTED] conversation; however, attempts to encourage others to engage in match-fixing are particularly egregious as it poses an even greater threat to the integrity of the sport;
 - d. *Refusal to cooperate*: the Player has refused to cooperate fully with the TIU's investigation comply with the Demands (this should either

be sanctioned separately or treated as a significant aggravating factor);

e. *No remorse*: the PTIOs do not consider that the Player has shown any remorse for his actions.

33. The PTIOs' concluding submission was that it must be found that it is more likely than not the Player fixed the Matches listed in the Notice.

34. It is submitted by the PTIOs that "*given the nature of the numerous charges and the Player's conduct that a lifetime ban from tennis would be a proportionate sanction in this case, given the importance of protecting the integrity of sport.*"

The Player

35. For the reasons set out above, neither the Player nor his Counsel fulfilled their obligations agreed upon in PO #1, nor the amended PO #1. As a consequence of the total failure to fulfill their commitments, the Player and his Counsel never filed any written submissions, nor did they participate in the Hearing despite being given every opportunity to do so.

THE RELEVANT PROVISIONS OF THE 2018 TACP

D. Offenses

Commission of any offense set forth in Section D, E or F of this Program or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1. Corruption Offenses

...

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

...

2. Reporting Obligation

...

- c. *For the avoidance of doubt, a failure by any Covered Person to comply with (i) the reporting obligations set out in Section D.2; and/or (ii) the duty to cooperate under Section F.2. shall constitute a Corruption Offense for all purposes of the Program.*

F. Investigation and Procedure

2. Investigations

...

- b. *All Covered Persons must cooperate fully with investigations conducted by the TIU including giving evidence at hearings, if requested. No Covered Person shall (i) tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense or (ii) solicit or facilitate any other person to tamper with, damage, disable, destroy or otherwise alter any evidence or other information related to any Corruption Offense.*

...

- d. *By Participating in any Event, or accepting accreditation at any Event, or by completing IPIN registration and/or player agreement forms a Covered Person contractually agrees to waive and forfeit any rights, defenses and privileges provided by any law in any jurisdiction to withhold information or delay provision of information requested by the TIU or the AHO.*

H. Sanctions

- 1. *The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Section G, and may include:*
 - a. *With respect to any Player, (i) a fine of up to \$250,000 plus an amount equal to the value of any winnings or other amounts received by such Covered Person in connection with any Corruption Offense, (ii) ineligibility from Participation in any Sanctioned Events for a period of up to three years*

unless permitted under Section H.1.c, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) Section D.2. and Section F ineligibility from Participation in any Sanctioned Events for a maximum period of permanent ineligibility unless permitted under Section H.1.c.

...

AHO DECISION

36. In order to meet their burden and establish that Corruption Offenses have occurred the PTIOs relied on the indirect overall evidence in the form of messages and direct evidence of witnesses that the Player was involved in match-fixing. That evidence can then be coupled with the circumstantial evidence from the 12 specific listed Matches in the Notice and the betting patterns identified as suspicious by the betting bookmakers. Following the analysis of the evidence contained in these different segments an overall approach to the evidence in its entirety ought to be taken.
37. This case has little in the way of direct evidence tying the Player to the outcome or aspect of a particular Match being corrupted by the Player that would permit a conclusion that he fixed that Match. However, when combined with circumstantial betting evidence and in some cases tying his court play to the suspicious betting patterns, there is sufficient evidence to conclude that the Player participated in match-fixing. In that respect, this case is somewhat unique from those cases where the direct evidence points to a particular player as having fixed the match. Examples of such cases are: Savic v PTIOs, CAS 2011/A/2621; Olaso v PTIOs/TIU, CAS 2014/A/3467; PTIOs v Kocyla, (TIU September 2015).
38. There is limited text message information because the TIU never obtained the phone regularly used by the Player. However, text messages obtained during the second interview which were translated using Google Translate provide indirect evidence that have implications for the Player. Aside from this messaging information, the direct evidence of the conversations between the

Player and others give insight into the Player's nature and inclinations. Moreover, the direct evidence of witnesses that speak to the Player's court play shed light upon the Player's failure to use his best efforts to play for several Matches. It is the combination of overall indirect and direct evidence from which an appropriate inference may be drawn.

39. There is also overall circumstantial evidence from experts at Sportradar and [REDACTED] that suggest that Matches in which the Player played were fixed or corrupted. The overall evidence as a whole to fix matches can be coupled with the circumstantial evidence as further support and corroboration for the drawing of inferences from the combined indirect and circumstantial evidence.
40. The next step is to combine the overarching direct and circumstantial evidence to develop an insight into the nature of the Player and the likelihood that he is the person who fixed any particular Match.
41. Once the appropriate overall characterisation is drawn; then, the next step is to examine the combined direct testimony of players who have heard the Player talk about fixing matches and other direct evidence with the circumstantial evidence of Sportradar, [REDACTED] and other betting operators on the particular listed Matches which permits a conclusion regarding individual Matches in which the Player played. There are three conclusions which may be reached:
 - (i) insufficient evidence to establish that the Match was fixed or that the Player fixed the Match;
 - (ii) evidence establishes that the Match was fixed; or
 - (iii) evidence establishes that the Match was fixed and that it was likely that the fixing of the Match involved or was carried out by the Player.

Indirect Overall Evidence

Text Messages

42. At the first interview by the TIU on 17 May 2018 in apparent compliance with a Demand from the TIU investigator the Player provided a Samsung mobile phone as the one he regularly used. The forensic examination of that Samsung phone revealed that it had no SIM card; no charge; and, did not appear to have been in use.
43. At the second interview on 11 August 2018, which was conducted without notifying the Player in advance, a further Demand upon the Player resulted in his turning over an iPhone. The forensic examination of that phone revealed that the iPhone appeared to have only been in use from 25 May 2018, which was after the first TIU interview.
44. The forensic analysis of the iPhone provided by the Player revealed that there was a Brazilian prefix number with a WhatsApp Account and a US prefix number in two WhatsApp groups which have the same WhatsApp profile picture of the Player as he used with his Brazilian number.
45. From the forensic analysis of that iPhone it was determined that on the day of the TIU's first interview with the Player; [REDACTED] [REDACTED] (" [REDACTED] a [REDACTED] professional tennis player and the Player were in communication with each other using the US number [REDACTED]. The Player in his interview did not declare the US number to the TIU and claimed not to recognise the US number.
46. The forensic analysis of the iPhone revealed three sets of relevant messages. The first set of relevant messages was recovered from Google Translate, which appeared to be used by the Player to translate from Portuguese to English. Whilst the messages were deleted in the messaging Apps; they were not deleted from Google Translate. The messages were exchanged between the Player and an unknown third party. In the messages the Player asked many times whether

money had been transferred to him. The messages sent from 11 July 2018 to 30 October 2018 contained the following:

47. On [REDACTED] August 2018, *"Bro see if you manage something for the [REDACTED] I'm playing against [REDACTED] [REDACTED] he is my friend and wants to do something. I can agree a [REDACTED] set with him and I win the super time break. Do you think it's possible to work in the pair?"* The Player sent this message on the day he played with [REDACTED] [REDACTED] [REDACTED] against [REDACTED] [REDACTED] and [REDACTED] [REDACTED] which the Player and his partner [REDACTED] [REDACTED] [REDACTED]
48. On [REDACTED] August 2018, *"Bro I'll go to the club and see if the TIU staff follow there, they told me that they were until today, if they follow me there, I would prefer not to do anything, if they were still there I'll advise you from there shortly".* The Player sent this message one day before the Match on [REDACTED] August 2018 which was the [REDACTED] [REDACTED] between the Player & [REDACTED] vs. [REDACTED] & [REDACTED] The Match is the 7th of the listed Matches in the Notice. This message was also sent five days after the Player's second interview with the TIU. This Match is rated "borderline suspicious" by Sportradar. (See discussion of circumstantial evidence for an explanation).
49. On [REDACTED] August 2018, *"Bro I thought that you were going to send me the [REDACTED] money with the last payment".*
50. On [REDACTED] August 2018, *"Bro it's impossible for me to look at my phone on the court, I only manage to look on the change of set when I go to the bathroom, there I am hidden in the bathroom and listen, because my partner does not know, then I don't manage, I only manage to do something in the second set or with confirmation before the game".*
51. On [REDACTED] September 2018, *"Hi my friend, I am Diego Matos, [REDACTED] [REDACTED] passed your contact to settle the issues about the Thailand tournament. I have a singles*

ranking of 1300 and doubles of 360. In the 25k tournament I would like to be able to play to win in the doubles because I want to improve even more to play CH, however we can try to start to work together from next week I am going to play two weeks in Nigeria 25+h, these tournaments in Nigeria are generally good for working, generally I work in the singles and I play to win in the doubles".

52. On ■ October 2018, *"That tournament is being organised by bettors who are looking for players and they pay the whole stay, flight and guarantee for the players who want to go to play there. I do not know these guys very well, they seem to me that they are Indians but the tournament is in Thailand, it has players who told me that they have worked with them and it worked and another that they had problem receiving. Finally they are looking for players, if you want to pass that information to your players, I can make the connection to arrange everything with them; I was in contact with those guys and I think that I am going to that tournament".*
53. On ■ October 2018, *"Bro it is possible tomorrow in the ■ to agree the result against my opponents if there is a good offer! See if you will be able to do something and let me know".*
54. On ■ October 2018, *"If you do not send me the ticket tomorrow, I am going to withdraw from Thailand and stay registered in Italy".*
55. On ■ October 2018, *"I have not managed to buy an Italian chip for the internet but I think that the wifi reaches the court where I'm playing, I'll send you a court message saying whether I have internet, if I do not send anything, we are not trying to do anything, we are trying ■ if possible".*
56. On ■ October 2018, *"Another thing, bro, I would like to make the most wue one of my Italian friends is going to meet me on Wednesday and receive the 800 USD for the break in ■ if I receive here I do not have any deduction, if I*

receive in Brazil Western Union deducts 11%, can you manage to send it to me before the fourth".

57. From this first set of messages I find that the Player was making: arrangements to fix matches; seek payment for fixed matches that had been played; inquiring about travel payments to attend matches to be fixed by him; and making claims that he could work with other players to fix matches.
58. The second relevant exchange of WhatsApp messages from the forensic analysis of the iPhone is between the Player and [REDACTED] [REDACTED] ("[REDACTED]" the Player's partner in the Matches on [REDACTED] May and on [REDACTED] June 2018 which are the first two of the listed Matches in the Notice. The messages were sent one day before the Match on [REDACTED] August 2018 between the Player & [REDACTED] vs. [REDACTED] & [REDACTED] which is the 8th of the listed Matches in the Notice. The expert witness from Sportradar listed this match as being fixed from a betting operator's perspective.
59. These second set of relevant WhatsApp messages on [REDACTED] August 2018 included the following:

[REDACTED] *Final eh against who*
[REDACTED] ?

Player: [REDACTED] and [REDACTED]

Player: *Chance of [REDACTED] doing the partnership*

Player: *Because they have 200 and 250*

Player: *the points do not add up to anything for them*

Player: *So playing the singles and training*

Player: *And I was a good friend of [REDACTED]*

Player: *in Ecuador*

Player: *We are joking that if we reached the final they would let us win*

Player: *And he said for us to get there first the two doubles and then talk*

Player: *Hehe*

Player: *it would be beautiful*

[REDACTED] *Hahahaha*

[REDACTED] *I think it's quite difficult*

[REDACTED] *But I know that*

Player: Yes I know

Player: I think that [REDACTED] is even doing [i]t because they did virtually nothing with 8 points

Player: But I do not know the other one either

Player: I do not know if he is talking seriously or not either

Player: But we are not joking.

60. The foregoing messages were sent on the day before the 8th listed Match in the Notice, a Match that was found to be fixed by Sportradar in that the Player & [REDACTED] deliberately lost the [REDACTED] game of the [REDACTED] set.

61. The forensic analysis of the iPhone identified a third set of messages sent on [REDACTED] June 2018 when the Player asked an unknown recipient for a phone number for "[REDACTED] The messages on [REDACTED] June 2018 included the following:

Player: [REDACTED]

Player: How are you bother

Player: All good?

Player: Pass the [REDACTED] number

Player: Please

Player: Urgent

Player: Damii

Player: Send me when I see your hand

[REDACTED]

The player also sent messages to a WhatsApp Social Group, asking [REDACTED] to answer him. The messages included "Tell [REDACTED] to answer me, Dammit" and "[REDACTED] Slept".

62. As explained in paragraph 34 of Dee Bain's witness statement, the number provided by the recipient was a Belgian number for [REDACTED] [REDACTED] a player linked to an individual "[REDACTED] who has been arrested as part of the TIU's Belgian investigation into match fixing.
63. The three relevant previous exchanges of WhatsApp messages set out in the above paragraphs enable the drawing of an inference that the Player was making arrangements to fix matches, seeking payment for fixing matches and to travel to fix matches and claiming that he could work with other players to fix matches.

Direct Overall Evidence

The Player's Conversations with other players

64. [REDACTED] [REDACTED] ("[REDACTED]" a professional tennis player provided a witness statement and testified at the Hearing. His statement referred to a lunch break in August 2018 during the [REDACTED] [REDACTED] tournament. [REDACTED] was at [REDACTED] (near where the tournament was played) sitting on the couch behind the table where the Player and [REDACTED] [REDACTED] ("[REDACTED]" were sitting.
65. [REDACTED] in his testimony at the Hearing recalled the Player saying *"the market for my matches if I was in Challengers, it would be big and if I was down to do those kind of things such as match fixing, and he would know a lot of people in Brazil that could help me with that"*. [REDACTED] concluded that *"what he said is that I could make money selling sets, selling a match, selling something, selling information about me"*. [REDACTED] explained that he was the only player qualified to play Challengers among all the players present during the conversation. Therefore, he was certain that the Player directed the conversation to him despite the fact that he was not actually sitting at the table where the Player was sitting.
66. [REDACTED] a professional tennis player, in his witness statement made reference to the same luncheon conversation attested to (above) by [REDACTED] [REDACTED] stated that at a lunch break in August 2018 during the [REDACTED] [REDACTED] tournament, he sat at the table with the Player while [REDACTED] sat on the couch near them. In his statement, [REDACTED] recalled that *"Matos began telling me and [REDACTED] that he had been fixing tennis matches to make extra money. He mentioned that he had done this at a tournament in Ecuador although he did not say which one. He mentioned making \$12,000"*. [REDACTED] stated that *"he was very relaxed and said if we ever wanted to make money, he could put us in touch with people"*.

67. The AHO finds that [REDACTED] testimony at the Hearing combined with [REDACTED] witness statement provide credible and reliable evidence that the Player attempted to involve and encourage other players to engage in match-fixing. Further the Player offered his own experiences as an example of how one could make money. Such conduct goes beyond match-fixing and imposes an extreme threat to the integrity of tennis. The Player is enabling the corruptors to further their influence on tennis by trying to recruit other players while indicating his own involvement.

Failure to Use Best Effort

68. Multiple witnesses watched different Matches in which the Player was playing and stated in their statements or testified at the Hearing that the Player failed to use his best efforts while playing in a number of Matches.
69. [REDACTED] [REDACTED] for the Match on [REDACTED] August 2018 between Matos vs. [REDACTED] which is the 6th of the listed Matches in the Notice, provided a witness statement and testified at the Hearing. [REDACTED] recalled that *"the first part of the match, it transpired in a normal way as a professional tennis player. It seemed that he was going to win that match. And then during the second set, Matos started experiencing some discomfort, muscle related discomfort."* [REDACTED] waited for the Player to request the assistance of the physiotherapist which would usually be expected of an injured player. Yet, the Player continued to play. [REDACTED] testified that *"definitely there was a time during that match that he was not hitting the ball as he used to do as he did in the first set."* [REDACTED] explained that had he had the chance of speaking to the tournament supervisor, he would have issued a warning for failing to use best efforts to the Player. This is somewhat speculative evidence for [REDACTED] did not issue a warning for whatever reason and now becomes his after the fact statement that he would have but did not for the stated reason.

70. At a Match on [REDACTED] September 2018 between the Player vs. [REDACTED] [REDACTED] (the tenth of the listed Matches in the Notice), [REDACTED] [REDACTED] ("[REDACTED] the Chair Umpire for the Match provided a report. He described the Player's performance as *"Diego played very poorly in the [REDACTED] set failing many returns and at all times missing many balls for too much off the court, and during that [REDACTED] set the player complained very little of being wrong shots."* [REDACTED] found it strange that the Player did not complain about missing shots because the Player would always complain when he was losing. In the [REDACTED] set, the Player complained about losing shots as he usually does.
71. [REDACTED] [REDACTED] ("[REDACTED] the Tournament Supervisor for [REDACTED] Futures provided a witness statement and testified at the Hearing. [REDACTED] explained the difficulty a Chair Umpire encounters when issuing a warning for failing to use best efforts. The difficulty arises because the Chair Umpire has to form the judgment at the time when a player fails to use best efforts and no warning can be issued retrospectively. [REDACTED] explained that the Chair Umpire for the Match on [REDACTED] September 2018 between the Player vs. [REDACTED] [REDACTED] did not realize that the Player failed to use his best efforts to play until the Player completely changed his way of playing in the [REDACTED] set. By that time, the Chair Umpire had missed the opportunity to issue the warning.
72. On [REDACTED] September 2018 when the Player played against [REDACTED] (the 11th of the listed Matches in the Notice), the Chair Umpire did issue a warning to the Player for not using best efforts during the last game of the [REDACTED] set. [REDACTED] provided a witness statement, in which he recalled that, *"The [REDACTED] set was normal, it was a hard fought set which he ended up winning [REDACTED] However, his whole demeanor changed in the [REDACTED] set. He was very obviously missing shots that he should have made, not running for shots and served a couple of double faults. In the [REDACTED] set, his play returned to normal and I could tell that he was playing to win again."*

73. [REDACTED] saw the last two games of the [REDACTED] set and almost all of the [REDACTED] set of the Player and [REDACTED] Match on [REDACTED] September 2018. In his witness statement, he stated that *"Matos was making absolutely no effort to play, let alone win. He did not run for any balls and was quite clearly hitting balls out of the court."* [REDACTED] fined the Player \$250 on the basis of the warning for failing to use best efforts.
74. [REDACTED] also saw the Player vs. [REDACTED] Match on the [REDACTED] of September. He testified at the Hearing. He described the Match as *"you could see clearly that Matos was trying to win the [REDACTED] set which he did and then suddenly he was not trying at all in the [REDACTED] set."* [REDACTED] heard the Player saying *"oh [REDACTED] come on, why are you doing that"* when [REDACTED] served a double fault. [REDACTED] explained the comment saying *"he needed [REDACTED] to win that [REDACTED] set and he got mad when [REDACTED] did the double fault."*
75. [REDACTED] saw the [REDACTED] between the Player vs. [REDACTED] [REDACTED] on [REDACTED] September 2018, (the 12th of the listed Matches in the Notice). He testified at the Hearing that he overheard the Player saying *"It doesn't matter how well I am playing because the [REDACTED] set has to be a specific result. So it doesn't really matter how good I am playing on this [REDACTED] set."* [REDACTED] explained that *"I wasn't surprised at all because what I knew about him and what happened before that in [REDACTED] and I mean, I kind of knew what he was doing."*
76. The Chair Umpire, [REDACTED] for the above [REDACTED] on [REDACTED] September 2018 provided a report. [REDACTED] wrote that *"I noticed that in the [REDACTED] game service Diego in the [REDACTED] set, Diego changed his posture, in not trying to win the game, failing shots, playing quickly and in a different way than the whole game had been playing. During the [REDACTED] set, Diego also played very fast, without showing much desire to win the games and the set."*

77. [REDACTED] watched most of that same Match on the [REDACTED] September 2018. He described the Match as *"the [REDACTED] set was normal up until [REDACTED] and it seemed as though Matos was playing to win. However, in the [REDACTED] set, his game changed completely and it seemed as though he was trying to intentionally lose."*
78. [REDACTED] [REDACTED] ("[REDACTED] a professional tennis player provided a witness statement and testified at the Hearing. On [REDACTED] May 2018, [REDACTED] waited for [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] and the Player to pass in the narrow stairwell in a passageway at the tournament site. As the Player passed him, [REDACTED] recalled that the Player looked at him and said, *"if the federal police arrives, they will arrest all of us."* [REDACTED] described the manner in which the Player made the statement as *"he laughed when he was saying it. But right after that, he became serious."*
79. [REDACTED] [REDACTED] ("[REDACTED] a professional tennis player provided a witness statement and testified at the Hearing. He recalled seeing the Player walk to the clubhouse unaccompanied by any tournament officials after the [REDACTED] set of the match between the Player vs. [REDACTED] [REDACTED] on [REDACTED] May 2018. He saw the Player receive a cellphone from the barman at the clubhouse. He observed him starting to use the phone to apparently text while he was walking to the court. He then put the cellphone in his pocket when he entered the court and eventually put the cellphone in his tennis bag.
80. Coupling the above incidence with the message sent by the Player on [REDACTED] August 2018, it is evident that the Player was well aware of the rules that players are not permitted to use their phones during matches. An appropriate inference could be drawn that the Player deliberately violated the rules for some purpose which perhaps might have been to arrange or deal with the fixing of the matches.
81. The indirect evidence of text messages translated by Google Translate from WhatsApp, coupled with all the foregoing direct evidence, including statements made by the Player to other professional tennis players; and observations by

tournament and chair officials as well as players of Matches played permits a characterisation of the evidence. The evidence reveals that the Player is a person interested in match-fixing for personal financial gain. Therefore, from all of the foregoing evidence I would characterise him as a person with an inclination to fix matches. I turn now to the overarching circumstantial evidence to further assess that characterisation of the Player.

Overarching Circumstantial Evidence

82. Tennis matches rank in descending order of importance: Grand Slams; ATP Tour Masters 1000; ATP Tour 500 series; ATP Tour 250 series and ATP Challenger events, and finally ITF Futures events. All the listed Matches in the Notice involve ITF Futures events. Thus, the listed Matches are at the bottom of the pyramid of professional tennis matches. Accordingly, they do not attract as much public attention as the tournaments above the ITF Futures events.
83. [REDACTED] [REDACTED] (“[REDACTED] the Director of Global Operations at Sportradar Integrity Services testified as an expert witness at the Hearing and on questioning of the AHO elaborated on his previously filed witness statement. Sportradar is an international organization whose primary business is sports data services. Some bookmaking operators outsource their risk by using Sportradar risk management services acting as their bookmaker. The company also provides integrity services by monitoring and analyzing betting on sports and reporting the results to sports bodies or federations.
84. Sportradar’s Integrity Services comprises monitoring and detecting the betting market at a macro-level via its Fraud Detection System (“FDS”). At an account-level it aggregates individual betting data from over 110 betting operators who have outsourced their legal management services to Sportradar. This data is made uniquely available to Sportradar Integrity Services through betting operators to Sportradar’s Managed Trading Services (“MTS”).

85. The FDS operates using a two-level approach achieved through the work of the “database” and then “Integrity Analysts”. That database monitors over 600 bookmakers from around the globe. Over 5 billion datasets are processed per day in real time. Filters³ are applied to the data using sophisticated algorithms and mathematical models. The output of the algorithms and models alert the Integrity Analysts to potential irregularities in betting markets. Where possible, this process is combined with the account-level individual betting data. This bookmaker staking data and liability information provide additional invaluable sources of information that can be used to confirm otherwise indictable micro-level suspicious betting activity particularly in tennis.
86. Betting patterns considered to be potentially suspicious are reviewed by 10 to 12 Sportradar Analysts to ensure that not just a single person’s analysis is relied upon. Where there is a conclusive verdict reached in respect to the betting on a match a report is compiled and provided to the relevant sporting body or federation.
87. There are two categories of suspicious matches; ‘escalated’ or ‘borderline’. Matches declared escalated, mean they are fixed matches, require no reasonable doubt that the match was manipulated.
88. The alert generated by the procedure is then reviewed by a specially trained integrity analyst team. They use their expertise to contextualize the potential irregularities in betting markets. This could include looking at the match if video is available, in order to consider if there were any unusual circumstances (such as injury) and gather other information about the match and players.

³ The threshold and filter of FDS applies: approximately 30-40 % to tennis matches trigger an initial alert; 4-5% are, after initial review, deemed or require further investigation because there is no immediately obvious explanation; 0-0.5% of matches are deemed to raise suspicions, and are subject to being reported as “escalated” or “borderline”.

89. The borderline declaration does not necessarily raise less integrity concerns. It means that further investigation is required in order to reach a final conclusion on such matches. Sportradar may conduct further investigation and in this case the TIU has done so which has resulted in their inclusion in the Notice. The reason for the borderline declaration would be due to there being insufficient staking data or there may be an element of sporting mitigation such as an injury. Therefore, a match so designated does not quite reach the high threshold used for the escalation designation.
90. The betting platform operators permit various forms of bets to be placed. According to [REDACTED] the most common bet is who is to win or lose the match. Also fairly common are bets on who is to win or lose specific sets within the match. There are also accumulator bets which combine several matches and the bet is on the outcome of the collective result. A far less common bet is to a specific game score or set score. For example, losing the 2nd game of the 2nd set or losing the second set 6-0 or 6-3 are known as over or under betting. The types of bets placed and the timing of the bets before or during the match all are factors in the analysis to conclude that a match exhibits suspicious betting patterns.
91. [REDACTED] testified and set out in his witness statement that there was an unusually high level of betting across a number of the Player's matches for the ITF Futures level. [REDACTED] noted additionally that there is an unusually high level of betting on the 'winner of game x' matches. He also noted that the timing at which bets were placed during the matches makes the Player's matches suspicious. Accompanying that point is the highly unusual number of new accounts opened in order to bet on an ITF Futures match. All of this data provides a backdrop to the formations of the opinions expressed by [REDACTED]
92. I find that the betting patterns of suspicious matches reinforce the direct testimony referred to earlier. This evidence supports the characterisation of the

Player as being inclined to fix matches. He played in 7 suspicious Matches monitored in the Sportradar system.

93. From everything up to this point in the analysis it can be concluded that the Player was playing tennis in 11 Matches listed in the Notice that could be characterised as having highly suspicious betting patterns likely caused by corruption of the Matches. Sportradar was directly involved in 7 of the 11 listed Matches and classified 4 of the 7 Matches as being fixed and the other 3 as being borderline. Therefore, the Player is a Covered Person who is inclined to fix matches, a characterisation previously pointed out and that an expert is able to say for certain that at least 4 of 7 of the Matches were fixed. The next question is was it the Player that fixed the Matches?
94. The foregoing conclusions on the evidence do not establish that the Player is the fixer of the borderline or declared fixed Matches. It merely raises a suspicion that someone in the player group has fixed the Match or an aspect thereof.
95. The next step in the analysis is to combine the known direct and indirect evidence and the betting information to determine if any inferences may be drawn out of the combination of all of the evidence and examining that evidence in an overall assessment.

ASSESSMENT OF ALL THE EVIDENCE IN RELATION TO THE 12 MATCHES

96. In reviewing each of the 12 listed Matches in the Notice the analysis begins by dealing with the Matches declared by Sportradar to be fixed; followed by those it declared borderline. The remaining 5 listed Matches are dealt with in the order of, first those with information from other betting operators and finally the one case without betting information.

Sport Radar Designated Fixed Matches

97. Sportradar's reports conclude that 4 of the Player's Matches were fixed Matches. The conclusion reached by Sportradar of the listed Match on [REDACTED] May 2018 when the Player & [REDACTED] played against [REDACTED] [REDACTED] & [REDACTED] [REDACTED] is that: *"Overall, there is suspicious betting data indicating that an attempt was made to contrive the result of this event for betting purpose. The betting data ultimately suggest that bettors held prior knowledge of Diego Matos/[REDACTED] [REDACTED] the [REDACTED] set and for [REDACTED] [REDACTED] [REDACTED] [REDACTED] to lose the match."*
98. The witness statement and testimony of [REDACTED] refers to comments made in a passageway when the four doubles players went past him in a narrow stairwell and the Player made the statement about the police arresting all of them. [REDACTED] did not take that comment as a joke but as a statement acknowledging the police might have cause to arrest them. His impression was that the Player was not joking. [REDACTED] took the matter as being serious enough to mention to [REDACTED] that evening and [REDACTED] recalled the conversation in his witness statement.
99. That same day in a [REDACTED] not listed in the Notice, [REDACTED] a tennis player watching some of the games in the [REDACTED] and second sets of the [REDACTED] [REDACTED] states that he observed the Player not trying at all. He concluded that the Player was deliberately trying to lose the [REDACTED] set. He also observed the Player going to the clubhouse unaccompanied and stopping at the bar to be handed a mobile phone by the barman, after which he observed the Player using the phone to apparently text as he walked back to the court. All of the Player's conduct surrounding that [REDACTED] is unusual and occurs on the same day at the tournament where the [REDACTED] Match was taking place and is the first listed Match in the Notice.
100. The Player in August 2018 messaged his partner [REDACTED] from the [REDACTED] May Match about fixing the final of an upcoming match.

101. [REDACTED] testimony was to the effect there was very unusual betting pattern in this Match. Bets were placed on [REDACTED] and [REDACTED] to lose the Match and lose the [REDACTED] set but win the [REDACTED] set. There was betting for the Player and [REDACTED] to lose the [REDACTED] set but also for them to win the Match. Therefore, the betting patterns are contrasting. From a rational sporting perspective this does not make sense. There is no reason why there could be confidence in the Player and [REDACTED] to lose the [REDACTED] set, and yet go on to win the Match. Such betting is highly suspicious. What the betting shows is abnormal staking activity and the confidence shown in these outcomes really goes far beyond anything that could be rationally explained.
102. Therefore, the Sportradar Analysts concluded that there were very specific betting preferences. These patterns, in his opinion, strongly suggest that each doubles pair was involved in the manipulation of the outcome of the Match. The Match was also one of three matches in an accumulator bet, meaning that the manipulation was not just single bets but also in multiple bets suggesting that the manipulators are fixing multiple matches at one time so that the fixers can increase their profits and maximize their winnings by placing not only bets on the single matches but several matches at one time through an accumulator bet. The conclusion by the expert witness from Sportradar is that the Match was fixed and both doubles pairs were involved.
103. Based on the overall characterisation of the Player as a person inclined to match-fixing and then referring to the comments overheard by [REDACTED] the observations of [REDACTED] the messaging in August to his Match partner of May and corroborated by the evidence of Sportradar, an inference from all of the evidence as a whole may be drawn. I find that on a preponderance of that evidence an inference can be drawn that it is more likely than not that the Player was involved in fixing the first listed Match in the Notice. Therefore, I find that he contrived the

outcome of the Match and an aspect of it in violation of Section D.1.d. of the 2018 TACP.

104. In the qualifying Match of the Player vs. [REDACTED] on [REDACTED] July 2018 which is not part of the [REDACTED] for the ITF Futures event, the conclusion reached by Sportradar is that: *"There is suspicious betting indicating that an attempt was made to contrive an aspect of this event for betting purpose. The betting data ultimately suggests that bettors held prior knowledge of Diego Matos [REDACTED] the [REDACTED] set of the match by a scoreline of [REDACTED]."*
105. The betting pattern described by [REDACTED] suggests that the fix was to lose the [REDACTED] set with a score of [REDACTED]. This is the conclusion because 60% of the attempted bets placed were on three markets: who will win the set; the correct score in the set and the total number of games in the [REDACTED] set. [REDACTED] concludes there was no reason for the Player to lose the [REDACTED] set based on events during the Match.
106. In total, 80 bets (€3,452) were staked on the Player to lose the [REDACTED] set. This is highly suspicious because only €1,404 was staked on the usually more popular match winner market of the Match. Euro 248 of the €271 staked on the "correct score in set" market was on the [REDACTED] set ending [REDACTED] which strongly indicates that the bettors were confident of the number of games in the [REDACTED] set. Moreover, some of the bets were made through newly opened accounts. Furthermore, the opponent was an unranked 18 year-old player. Sportradar declared that the Match was fixed.
107. Sportradar's opinion is corroborated by alerts the TIU received from the European Sports Security Association ("ESSA") on behalf of [REDACTED] and [REDACTED] bookmakers. Those separate and independent alerts reinforce the conclusion of Sportradar.

108. Betway's alerts stated that when the Match was [REDACTED] in the [REDACTED] set a customer placed 4 bets at the same time on [REDACTED] to win the [REDACTED] set, win games [REDACTED] and [REDACTED] of the [REDACTED] set, win the set [REDACTED] and win games [REDACTED] and [REDACTED] of set [REDACTED]. All of these selections were winning bets and some of these bets were at the maximum limit allowed. From [REDACTED] in the [REDACTED] set, and having [REDACTED] the [REDACTED] set, the Player [REDACTED] the next [REDACTED] games.
109. Sportium reported that at the start of the Match, it received some maximum bets on [REDACTED] to win the [REDACTED] set and these bets were placed in a retail shop. In the same shop, bets were placed on [REDACTED] to win game [REDACTED] of the [REDACTED] set, which he did.
110. The level of betting on the [REDACTED] set in the Match is highly suspicious. That is particularly the case when the Match is a qualifier and would be at such a low level that it ought not to attract the interest from bettors that it did.
111. The overall evidence involving the role of the Player as a person involved in match-fixing is important in this Match. That evidence supports the opinion evidence of the expert; the evidence of Sportradar; and other bookmakers' alerts and conclusions. The circumstantial evidence being cross-corroborated and combined with all of the other evidence can be relied upon to conclude the Match was fixed. When the evidence is considered as a whole, and the likelihood that the Player fixed the Match not the 18-year-old, the AHO draws the inference from all of the evidence that this Match was likely to have been fixed by the Player. Therefore, it is found that aspects of the Match were contrived and Section D.1.d. of the 2018 TACP was breached.
112. The conclusion reached by Sportradar of the Player vs. [REDACTED] Match on [REDACTED] July 2018 is that: *"There is suspicious betting data indicating that an attempt was made to contrive the result of this event for betting purpose. The betting data*

ultimately suggest that bettors held prior knowledge of Diego Matos losing and losing the match in straight sets, in addition to losing two specific games”.

113. [REDACTED] [REDACTED] (“[REDACTED] a Tournament Official provided a witness statement and testified at the Hearing. [REDACTED] confirmed that courtsiders were removed from the Match on the basis that they were thought to be present for betting purposes. [REDACTED] observed the courtsiders using their cell phones *“near the court in a very suspicious manner because they were watching all the time around.”* It was confirmed that live streaming was not available for this Match.
114. Sportradar determined the suspicious betting pattern was for the Player to lose; the Player to lose the Match in straight sets; the Player to lose game six of set one and game five of set two. These four selections accounted for 82% of the placed and attempted bets on this Match. The concentrated level of betting interests on these four markets is highly suspicious as popular markets of “Game Handicap” and “Total number of games” generated notably less turnover. The irregular betting activities clearly indicates that bettors who targeted these four specific selections held prior knowledge of the outcome of the Match and specific games of the Match.
115. All of the attempted bets (€5,237) on the “match winner” and “final result” markets were on the Player to lose and to lose in straight sets. The entirely one-sided betting activity is extremely suspicious as bookmakers arrange odds to encourage punters to bet on both sides. Sportradar also considered it unusual that a notable proportion of the bets placed on the Player to lose, and lose in straight sets were placed during the first few games of the Match because the first couple of games were closely contested.
116. In total, €5,856 was staked on the Player to lose his serve in game [REDACTED] of set [REDACTED] and game [REDACTED] of set [REDACTED] and the Player lost both of these specific games. Noticeably, the Player made three double faults in game [REDACTED] of set [REDACTED] which were the only double faults committed by him during the entire Match. Moreover, all

other bets on the winner of a particular game had a total combined turnover of €13, whereas €5,856 was placed on the above two winner of specific game markets. The high volume of bets on these two specific selections strongly suggests that bettors had prior knowledge of the result of the particular games.

117. This Match also drew a high level of betting interest with a total of €13,529 staked compared to a typical average of €2,666 staked on ITF Futures (Singles). The unusual betting interest is particularly suspicious because the Player's opponent was an unranked player.
118. The overall evidence indicating the background to match-fixing is of lesser importance in this Match given the other available evidence in this Match. Some of the Sportradar data on the loss of game ■ in the ■ set and game ■ in the ■ set permit the tying of the betting data to the performance on the court by the Player in circumstances where the bettors seem to have prior information. The Player double faulted three times in game ■ of the ■ set where there were significant bets for him to lose that game.
119. Aside from the foregoing aspect of the evidence there is other direct evidence supporting the Sportradar conclusions. There were courtsiders ejected who would be able to help the bettors place live bets because there was no live streaming.
120. When the evidence is viewed in its totality it permits the drawing of an inference. The preponderance of the evidence both direct and circumstantial permits the AHO to draw the only plausible inference that it is more likely than not that the Player contrived the Match and games within it. For all of these reasons the AHO concludes that the PTIOs have met their burden and established that there was a breach of Section D.1.d. of the 2018 TACP. Therefore, the Player committed a Corruption Offense.

121. The conclusion reached by Sportradar on the Match between the Player & [REDACTED] vs. [REDACTED] & [REDACTED] on [REDACTED] August 2018 is that: *"There is suspicious betting data indicating that an attempt was made to contrive an aspect of this event for betting purposes. The betting data ultimately suggests that bettors held prior knowledge of [REDACTED] [REDACTED] Diego Matos [REDACTED] the [REDACTED] game of the [REDACTED] set."*
122. The day prior to the Match on [REDACTED] August 2018, the Player exchanged messages with [REDACTED] the Player's partner for the Match against [REDACTED] & [REDACTED] on [REDACTED] May 2018 and the Match on [REDACTED] June 2018 between them and [REDACTED] [REDACTED] & [REDACTED] [REDACTED] [REDACTED] which are the two other Matches of the 12 listed Matches in the Notice. The messages were sent one day before the Match on [REDACTED] August 2018. In the messages, the Player discussed working with [REDACTED] to fix the Match because winning the Match would add no points to [REDACTED] ranking. The last message sent by the Player was *"But we are not joking"*. The messages demonstrate the mentality of the Player as a person with the inclination to make arrangements with other players to fix matches. The fact that the Player texted another player who did not play in this Match further illustrates the Player's gross disregard for the integrity of tennis.
123. Sportradar identified the fix in this Match was for the Player/[REDACTED] to lose the [REDACTED] game of the [REDACTED] set. Sportradar reported that there was a highly concentrated percentage of bets on "winner of game x" market. The contrast of the betting interests on the same market of "winner of game x" in the [REDACTED] and [REDACTED] sets demonstrates a high level of suspicion. 63% (€4,840 of €7,680) of all attempted bets on the Match were on the outcome of the Player/[REDACTED] to lose the [REDACTED] game of the [REDACTED] set whereas only €257 was bet on "winner of game x" market of the [REDACTED] set.
124. In comparison, only €14 was bet on who would win the Match, which is generally a more popular market than "winner of game x". Moreover, the average amount

staked on the winner of a particular game in the [REDACTED] set is €194 and yet bettors staked thousands of euros on who would win a particular game of the [REDACTED] set in this Match. Moreover, new accounts were opened by first-time bettors to bet on the winner of a particular game of this low-level Futures Match. This is highly suspicious in that such a low-level match would not draw much betting interests of the public in general, let alone first bettors to bet on the specific market of "winner of game x" which is a far less popular market than "winner of the match".

125. The expert circumstantial evidence of Sportradar designating this Match as a fixed-match corroborates the direct message evidence to establish that the Match was fixed. The overall evidence is reviewed and combined with the circumstantial evidence and the direct evidence of text messages permits the conclusion that on the preponderance of the evidence and the specific evidence of the Match in question to conclude that it is more likely than not that the Player corrupted this Match by deliberately losing the [REDACTED] game of the [REDACTED] set. Therefore, the Player breached Section D.1.d. of the 2018 TACP by directly contriving an aspect of a Match.

Sportradar Borderline Matches

126. Sportradar designated the Match between the Player & [REDACTED] vs. [REDACTED] & [REDACTED] on [REDACTED] August 2018 as "*borderline suspicious*" due to insufficient staking data available. Sportradar stated in the report that "*There is betting data indicating a heightened level of betting interest for [REDACTED] [REDACTED] Diego Matos to lose the [REDACTED] game of [REDACTED] set.*"
127. On 16 August 2018 one day before this Match, the Player sent text messages to an unknown third party, in which the Player wrote "*Bro I'll go to the club and see if the TIU staff follow there, they told me that they were until today, if they follow*

me there, I would prefer not to do anything, if they were still there I'll advise you from there shortly".

128. Sportradar did not reach a conclusion that this Match was fixed because they had insufficient data to reach the conclusion that the Match was fixed. Nevertheless, they did identify the suspicious betting pattern on this Match was for the Player/ [REDACTED] to lose the [REDACTED] game of the [REDACTED] set. Twelve bets (€3,723) were staked on the Player to lose his serve in the [REDACTED] game of the [REDACTED] set which amounted to 39% of the total volume of bets staked on this Match. This is an unusually high level of live betting on a specific betting market. The Player indeed served double faults in the [REDACTED] game of the [REDACTED] set, which were the only double faults committed by him during the entire Match.
129. In total, €3,744 was staked on the "winner of game x" markets on this Match, out of which €3,723 was placed on [REDACTED] & the Player to lose game two of the [REDACTED] set. 99% of the attempted bets on the "winner of game x" of this Match was on [REDACTED] & the Player to lose game [REDACTED] of the [REDACTED] set, which was an unusually high percentage of concentration on one specific selection. Moreover, the total staked significantly exceeds the average attempted turnover in the "who wins game x of set [REDACTED]" market for ITF Men's doubles matches, which is €194.
130. New accounts were created to bet on this low-level Match and many of the bets were rejected by the relevant bookmakers, indicating that the bookmakers considered the betting to be suspicious. This also explains why there was insufficient data for Sportradar to reach the escalated designation.
131. This is a situation where the overall characterisation of the Player as a person inclined to match-fixing is important. The TIU investigation has found text messages suggesting that the Player was prepared to fix the Match if the TIU investigators were not present. The betting pattern is suspicious and suggests the [REDACTED] set game [REDACTED] was perhaps fixed. When the Player's on-court [REDACTED] [REDACTED] the game are coupled with all of the other evidence, an

inference may be drawn from all of the evidence that the Match was fixed. Examining the evidence as a whole it is more likely than not that the Player was the person who fixed this Match. The AHO concludes on all of the evidence that there was a breach of Section D.1.d. of the 2018 TACP.

132. Sportradar designated the Match between the Player vs. [REDACTED] on [REDACTED] September 2018 as "borderline suspicious" due to insufficient staking data available. Sportradar stated in the report that *"There is betting data indicating a heightened level of betting interest for Diego Matos to [REDACTED] the [REDACTED] set."*
133. [REDACTED] confirmed in his witness statement that *"courtsiders were observed watching the match and were ejected by the Tournament Director. Most of those ejected left the area but two individuals returned and they could have watched the match outside on a hill, which provides a good view to watch the Match."*
134. The Chair Umpire of this Match provided a report, stating that the Player played very poorly in the [REDACTED] set, failing to return the ball and hitting many balls out of the court. He also found it strange that the Player did not complain about missing shots because the Player would always complain when he was losing. In the [REDACTED] set, the Player complained about losing shots as he usually does. [REDACTED] explained that by the time the Chair Umpire realized that the Player did not use his best efforts in the [REDACTED] set, it was too late to issue a warning for failing to use best efforts to play.
135. The suspicious betting pattern of this Match was for the Player to lose the [REDACTED] set. On average, 17% of the attempted turnover on ITF Men's [REDACTED] was placed on "set winner" market. However, 61% of the total attempted bets staked on this Match was for the Player to lose the [REDACTED] set, amounting to €1,728 of €2,851. There was also an unusual degree of heightened interest in the Player to lose the [REDACTED] set as 97% of the bets placed on the "set winner" market

was on the Player to lose the [REDACTED] set. Moreover, there was not a single bet on the more popular “match winner” market.

136. The timing when the bets were placed on the Player to lose the [REDACTED] set is also suspicious. A large number of bets were placed during the first 6 games of set [REDACTED] when the players were level on serve and there was nothing to clearly indicate that the Player would lose that set. Therefore, there was no reason for such one-sided betting on the Player to lose the set other than that bettors held prior knowledge of the outcome of the [REDACTED] set.
137. All of the bets (€761) on the “match winner” market were on the Player to win in three sets, which occurred. The contrasting betting preference for the Player to lose the [REDACTED] set and yet to win the Match is highly suspicious. The majority of the bets on the Player to win the Match were rejected by bookmakers. Moreover, some bets were placed through new accounts. A large number of bets were rejected by bookmakers on the basis they were suspicious.
138. Once again for this Match it is important to examine the evidence from a whole and not just the betting patterns. The direct evidence in the form of Tennis Official’s observations and the presence of courtsiders corroborate the Sportradar evidence that the Player intentionally lost the [REDACTED] set while the outcome was for him to win which he did. When the totality of the evidence is examined and bearing in mind the inclination of the Player together with his on-court behavior makes it on the preponderance of the evidence that the [REDACTED] set of the Match was fixed. Through further examination of the overall evidence and combining the direct and circumstantial evidence, it is possible to draw the inference that it is more likely than not that the Player fixed this Match. Therefore, the AHO finds that the PTIOs have satisfied their burden of proof and I would conclude that the Player manipulated the result of the [REDACTED] set in the Match. Therefore, there is a breach of Section D.1.d. of the 2018 TACP.

139. Sportradar designated the last listed Match in the Notice between the Player vs. [REDACTED] [REDACTED] on [REDACTED] September 2018 as “borderline suspicious” due to insufficient staking data available. Sportradar stated in the report that *“There is betting data indicating a heightened level of betting interest for Diego Matos to lose the [REDACTED] set [REDACTED]”*
140. [REDACTED] watched this Match and testified at the Hearing that he overheard the Player saying *“It doesn’t matter how well I am playing because the [REDACTED] set has to be a specific result. So it doesn’t really matter how good I am playing on this [REDACTED] set” at the beginning of the [REDACTED] set.* [REDACTED] explained that *“I wasn’t surprised at all because what I knew about him and what happened before that in [REDACTED] and I mean, I kind of knew what he was doing.”*
141. The Chair Umpire for this Match wrote in his report that the Player’s conduct completely changed as of the [REDACTED] game as he was clearly not making any effort to win; he was missing shots and playing very quickly.
142. [REDACTED] watched most of this Match and he stated that the Player played normally up until [REDACTED] in the [REDACTED] set. However, the Player completely changed his way of playing and it seemed that he was trying to intentionally lose.
143. [REDACTED] watched two games of the [REDACTED] set of this Match and testified at the Hearing. He recalled that he said to the Player that he was playing really well and the Player replied that *“he was playing well but that there was no way he was going to win.”* [REDACTED] explained that the brief conversation between the Player and him did not raise any suspicion at all until he heard that the Player lost the Match [REDACTED]
144. The suspicious betting pattern identified in this Match was for the Player to lose the [REDACTED] set [REDACTED] 50% (€6,500) of the total staked on this Match was on two specific markets of “total number of games in set [REDACTED]” and “correct number of

games in set [REDACTED] In contrast, only €15 were staked on the “total number of games market” for set [REDACTED] which demonstrates an unusually heightened betting interest in set [REDACTED]

145. In total €5,675 of the attempted bets were focused on the [REDACTED] set featuring fewer than nine, eight and seven games, accounting for 97% of the attempted bets relating to the number of games which would be contested in the [REDACTED] set. This indicates an extremely unusual confidence in the [REDACTED] set being an uncompetitive set. Given that the [REDACTED] set was highly contested and the Player played well until [REDACTED] there was no reason to bet on the [REDACTED] set to be uncontested other than that bettors held prior knowledge of the result of the [REDACTED] set.
146. In total €644 was bet on the Player losing the [REDACTED] set [REDACTED] accounting for 96% of the total bets in the “correct score market” within this set. In comparison, the average typical betting figure of the set score market is €48. Moreover, the number of games contested within the [REDACTED] set (10) did not suggest that the Player would lose straight in the [REDACTED] set by not winning a single game.
147. The direct evidence in this Match is very compelling. [REDACTED] heard the Player say “*does not matter how well I play*”, [REDACTED] heard the Player say “*there was no way he was going to win*”, the Chair Umpire and Tournament Official considered him to have played poorly. Then, when the circumstantial evidence is added into the analysis it reinforces the direct evidence and makes the weight of the evidence sufficient to conclude that not only was the Match fixed but it was fixed by the Player as demonstrated by his on-court play.
148. Evaluating the evidence of this Match with the total evidence in this case and the overall characterisation of the Player as a person inclined to match-fixing makes the conclusion that on the preponderance of the evidence the Match was fixed. In a review of the totality of the evidence it is a reasonable inference reinforced by the Player’s own words that he fixed the overall result and the [REDACTED] set of

the Match. Therefore, the AHO finds that on the preponderance of the evidence Section D.1.d. of the 2018 TACP was breached during this Match by the Player.

Remaining 5 listed Matches not dealt with by Sportradar

149. The European Sports Security Association ("ESSA") reported suspicious betting on behalf of its member bookmakers to the TIU on 3 of the listed Matches in the Notice.
150. ESSA confirmed to the TIU that [REDACTED] had identified suspicious betting on [REDACTED] June 2018 (Match number 2 in the list contained in the Notice) when the Player & [REDACTED] played against [REDACTED] & [REDACTED].
151. [REDACTED] was the Player's partner for this Match (the [REDACTED] of the listed Matches in the Notice) and was also his partner on the prior listed Match on [REDACTED] May 2018 between the Player & [REDACTED] vs. [REDACTED] & [REDACTED]. [REDACTED] exchanged messages with the Player on [REDACTED] August 2018. The message from the Player talked about fixing the match between the Player & [REDACTED] vs. [REDACTED] & [REDACTED] to be played the day after the message was sent. The Player messaged [REDACTED] that [REDACTED] would let him win the doubles matches because winning the match would add no points to [REDACTED] ranking. The text messages ended with the Player saying *"But we are not joking"*.
152. The suspicious betting pattern identified by [REDACTED] was for the Player to lose the [REDACTED] game of the [REDACTED] set. [REDACTED] took 11 bets on this Match. Five of the 11 bets were on the Player & [REDACTED] to lose the [REDACTED] game of the [REDACTED] set. The Player served for the [REDACTED] game of the [REDACTED] set which was the only service game he lost in the Match. There was €116 staked on all other markets on the entire Match whereas €500 was placed on the Player & [REDACTED] to lose the [REDACTED] game of the [REDACTED] set. The unusual level of betting interest in a less popular market is highly suspicious.

153. Of the €116 placed on all other markets on this Match, one bet of €100 was bet on the Player & [REDACTED] to lose the [REDACTED] game of set [REDACTED]. The other 5 bets on the Match were for a total stake of €16. Given that the €100 on game [REDACTED] of set [REDACTED] is inconsistent with other betting on the Match, it is highly likely that this bet was placed in error and the bettor confused this with the market of game [REDACTED] of set [REDACTED]. If this bet was placed in error, €600 (97.4%) of €616 staked on this Match was on the less popular market "who will win game x". This clearly indicates that bettors had prior knowledge of who the winner would be for game [REDACTED] of set [REDACTED].
154. The first bets on all 4 accounts were placed on the date of the Match. All four of the accounts had the same "last login IP" address. This suggests that bettors had a high level of confidence in the outcome of game [REDACTED] of set [REDACTED] betting on the same markets for multiple times.
155. The inclination of the Player to fix matches is an important overarching evidence in this Match. Not known at the time of receiving the ESSA alerts it was uncovered in the TIU investigation that a message to his partner [REDACTED] from the Player made reference to fixing a match to be played the next day. While directly relevant in the [REDACTED] August Match this message does not establish that the June Match under consideration here was fixed. The overall circumstantial evidence specific to the betting in the June Match allow for a conclusion that the Player had an intention to fix matches. The betting pattern was suspicious but does not permit the drawing of an inference the Match was fixed.
156. However, the play on the court by the Player losing his serve in the [REDACTED] game of the [REDACTED] set which was the only service game of the entire Match he lost, coupled with bets being placed on the game outcome in the [REDACTED] set permits on the preponderance of the evidence to conclude that it is more likely than not that this June Match was fixed. The court conduct of the Player ties to the circumstantial evidence which [REDACTED] says is suspicious. On an examination of all of the evidence it can be determined that on the preponderance of that

evidence the Match was fixed in the game of the set. The fact that the Player texted about match-fixing, although not the Match he was about to play in just before playing confirms the conclusion that the Player had an inclination to fix matches. Then his loss of serve coincides with the betting pattern and the court play of the Player makes it more likely than not it was the Player who contrived the game of the set. Therefore, I conclude that there was a breach by the Player of Section D.1.d. of the 2018 TACP.

157. ESSA sent an alert to the TIU that [REDACTED] and [REDACTED] confirmed that they had identified suspicious betting on the Match between the Player & [REDACTED] vs. [REDACTED] & [REDACTED] on [REDACTED] July 2018. This is the 4th listed Match in the Notice.
158. [REDACTED] the Tournament Supervisor provided a witness statement and testified at the Hearing that courtsiders (a couple) were ejected from the Match between the Player vs. [REDACTED] on [REDACTED] July 2018. [REDACTED] recalled seeing this same couple present at this Match on [REDACTED] July 2018 when the Player & [REDACTED] played against [REDACTED] & [REDACTED]. He was certain that this couple were at this Match because *"they were a couple in the same manner, same way they were together, talking to each other. And using the phone"*.
159. The suspicious betting pattern identified for this Match was for the Player to lose his serve in the [REDACTED] game of the [REDACTED] set. Suspicious bets were placed through three [REDACTED] accounts, of which one account had been opened the day on which the bets were placed. On another one of these three accounts, the bet on this Match was the first bet on the account. It is highly unusual for accounts to be opened to bet on matches at this level. It is even more unusual for a new customer to bet solely on the winner of one particular game and not to place any other markets on the same match.
160. All [REDACTED] accounts were used to place bets on the Player and his partner to lose their serve in the [REDACTED] game of the [REDACTED] set. Euro 496 was staked on this game. Prior to this game, the Player and [REDACTED] had served [REDACTED] service

games. The total staked on the Player and [REDACTED] to lose serve in those 4 games was €49. It is highly suspicious that such a large volume of bets was placed on the Player and his partner to lose a service game when they had not lost their serve and previous levels of bets had been low.

161. On two [REDACTED] accounts, the bettors continued to bet despite the fact that the odds were shortening (odds dropped from 7/2 to 5/4). This is highly suspicious because an ordinary bettor would not continue to bet when the odds had fallen so significantly as the return would be significantly lower. However, these account holders continued to bet even though there was a substantial drop of the odds. This clearly demonstrates a high degree of confidence in the betting outcome and the only plausible explanation is that the bettors held prior knowledge that the Player and his partner would lose their serve in the [REDACTED] game of the [REDACTED] set. The same pattern can be seen in a third [REDACTED] account as the bet was staked when the odds had dropped from 7/2 to 6/4.
162. The timing of the bets was also highly suspicious. All the bets were placed just after the Player and [REDACTED] had [REDACTED] the [REDACTED] set. The Player and [REDACTED] had not lost serve in the [REDACTED] set and in fact, had not served any double faults and had only dropped one point on serve in three of their four service games. Therefore, there was no reason to think they would lose the [REDACTED] game. Bets on the Player & [REDACTED] to lose the [REDACTED] game were placed completely against the run of play. The unlikely outcome is reflected in the odds available when the first bet was placed, which were 7/2. However, the Player lost his serve in the [REDACTED] game of the [REDACTED] set by serving 2 double faults, which were the only double faults he served during the entire Match.
163. One bettor, who [REDACTED] described as being "very selective with his bets", placed the maximum possible bet on this Match.

164. The direct evidence revealed the presence of courtsiders at the Match being the same couple who were ejected on [REDACTED] July 2018. Suspicious betting patterns were identified from [REDACTED] and [REDACTED]
165. In this Match there is little in the way of direct evidence to corroborate or combine with circumstantial evidence. It is unknown what the courtsiders were doing and there is no way to connect their conduct to the suspicious betting patterns that were reported to the TIU. There is case law that does permit the conclusion of a match being fixed solely on the betting patterns, such as *PTIOs v Kicker* (23 May 2018) and *PTIOs v Heras* (16 July 2018). The court play of the Player does not tie into the suspicious betting patterns to suggest that the Player may be involved as the fixer and he was playing with a doubles partner. I decline to draw the inference that the Match was fixed. If I am unable to do so it does not matter that the overarching evidence demonstrates an inclination of the Player to fix matches. There is no basis upon which to draw that conclusion. I find that the PTIOs have not met their burden to establish that the Match was fixed and therefore, there can be no conclusion that the Player breached the 2018 TACP whilst playing in this Match.
166. Three bookmakers, [REDACTED] [REDACTED] and [REDACTED] identified a suspicious betting pattern of the 6th listed Match in the Notice between the Player vs. [REDACTED] [REDACTED] on [REDACTED] August 2018. Their collective alert was for the Player to lose the [REDACTED] set.
167. [REDACTED]), for this Match sent an email to the TIU which was referred to in his statement and his testimony at the Hearing that the Player did not use his best efforts to play in the second set from the first game onwards. [REDACTED] confirmed that had he had the chance of speaking to the tournament supervisor, he would have issued a warning to the Player for failing to use best efforts.

168. ██████ testified that the Player complained to him about pain in his arm after the first game of the second set. Nevertheless, he did not ask ██████ to see the trainer which the Chair Umpire would have expected if he had an injury. He testified that the Player made no effort to chase the balls and that his serve was so poor that *"it did not look like a professional tennis player"* playing in the Match.
169. ██████ also stated that he saw people who looked foreign in the stands, who, were there for betting purposes. In other words, they were courtsiders. ██████ explained that because this Match was open to the public, which required no ticket entry, there was no security personnel on site to eject the courtsiders. ██████ was informed by another umpire, ██████ that the Player's opponent Arconada complained to him separately that he thought the Match was fixed.
170. On the same day, the Player sent messages to an unknown third party to whom he talked about fixing the match between himself & ██████ vs. ██████ ██████ & Diego ██████ The Player mentioned in these text messages that ██████ *"is his friend and wants to do something."* The Player & ██████ played against ██████ ██████ & Diego ██████ on ██████ August 2018 in a match not listed in the Notice.
171. ██████ reported that one client had bet on ██████ to win the ██████ set ██████ Despite that the stakes were small with 4 bets of maximum amounts, totaling €24.82, ██████ considered the bet suspicious enough to suspend betting on this Match.
172. ██████ and ██████ reported that after the ██████ set, a number of bets with high stakes were on the outcome of ██████ winning the ██████ set ██████ Twenty-eight (28) bets (all but one for €266.67) were bet on "any set to end ██████ One bettor placed 3 bets (€800) on the Player to lose particular games in the ██████ set, including 1 bet on the Player to lose games ██████ and ██████ of set ██████ and ██████ bets on the Player to lose games ██████ and ██████ of set ██████ All of the outcomes bet on actually occurred.

173. The overall evidence helps in the analysis of the evidence for this Match. The overarching evidence establishes that the Player is inclined to fix matches. The court play described by the Chair Umpire is to the effect that the Player played poorly and did not use his best efforts. The AHO would conclude from this evidence when combined with the circumstantial betting evidence that this Match was fixed.
174. The suspicious betting patterns corroborate the direct evidence and reinforce the conclusions. The trappings of a potential fix seem to also have been present in the presence of the courtsiders and the Chair Umpire indicating that the Player did not look like a professional tennis player. This evidence when combined with the circumstantial evidence permits the conclusion that on the preponderance of the evidence it is more likely than not that this Match was fixed. Once having reached that conclusion it is permissible to draw an inference from all of the evidence.
175. In this case it is more likely than not that the Player was the fixer of the Match when the play is compared to the betting pattern. Therefore, on all of the evidence an inference can be drawn that the Player's court play demonstrated that he was the person involved in fixing the Match of ■August 2018 listed in the Notice. For all of the forgoing reasons the AHO concludes that Section D.1.d. of the 2018 TACP was breached by the Player.
176. Two bookmakers, ■ and ■ identified a suspicious betting pattern involving the 9th listed Match in the Notice between the Player vs. ■ on ■ September 2018. The suspicious betting reported to the TIU involved the Player losing game ■ of set ■ which he in fact lost. In so doing he served up a double fault on game point. The opponent to the Player was a ■ player at the time and was ■ entry. This Match was the only ITF match ■ played in 2018. The AHO finds on this

evidence that the Match ought to have been an easy win. The Player [REDACTED] the [REDACTED] set before losing the [REDACTED] set very easily and the tie break in the [REDACTED] set.

177. [REDACTED] reported to the TIU that there was a flurry of bets from customers all at the same time trying to place large stakes on [REDACTED] to break serve in game [REDACTED] of set [REDACTED]. All these bets placed the maximum stake allowed with the bets exceeding the maximum rejected. All the bets came through just prior to the start of the game and all accepted bets were within 30 seconds of each other. The total staked on this market was higher than any other market for this Match. This Match was removed from Live Offer immediately after the bets were struck.
178. [REDACTED] also reported suspicious bets on the Player to lose game 4 of set 2 and this Match was removed from in-play betting.
179. The circumstantial betting information assists in the analysis of the evidence to conclude that game four of the [REDACTED] set was pre-arranged. The evidence of the lost game and set ties to the betting pattern which focused on game four. On the basis of both the overarching evidence and the specific evidence of this Match the PTIOs have proven by the preponderance of the evidence that it is more likely than not that an aspect of the Match was fixed. From all of the overarching evidence and the specific evidence of this Match where the court play seems to be directly in accordance with the suspicious betting an inference can be drawn that the Player is the person who fixed the Match. The AHO, therefore, concludes that Section D.1.d. of the 2018 TACP has been breached in this Match by the Player.
180. The 11th listed Match in the Notice took place on [REDACTED] September 2018 in the [REDACTED] [REDACTED] [REDACTED] between the Player and [REDACTED] [REDACTED]. There are no betting alerts on this Match.
181. [REDACTED] stated in his witness statement that the Player made no effort in the [REDACTED] set and was clearly trying to lose it which he in fact did lose. [REDACTED] watched this Match and testified at the Hearing. He recalled that the Player

made silly mistakes and did not run for any balls. It is [REDACTED] view that the Player deliberately lost the [REDACTED] set. [REDACTED] saw the last two games of the [REDACTED] set and testified that the Player made absolutely no effort to play. The fact that a warning was issued to the Player for not using his best efforts provides reliable and sufficient evidence that the Player did not use his best efforts to play this Match.

182. The issue in this Match is whether there is enough evidence to conclude that he fixed the Match. The score in the Match was [REDACTED] and [REDACTED]. Therefore, the Player [REDACTED] the Match but lost the [REDACTED] set. Despite the direct evidence that the Player did not use his best efforts he did win the Match. The assertion of Counsel is that the Player deliberately lost the [REDACTED] set [REDACTED]. Even when the overarching evidence and the evidence as a whole is examined there is insufficient evidence to decide that he deliberately lost the [REDACTED] set because of a betting arrangement. There is insufficient evidence to establish that the Match was fixed. On such a finding there can be no evidence from which to draw a conclusion that the Player breached the 2018 TACP.
183. The overall conclusion based on the findings of fact in the various Matches listed in the Notice is that on 10 separate occasions in different countries around the world over a 5-month period in 2018 the Player breached the TACP by arranging to contrive the listed Matches or an aspect of them. Therefore, it is found that there are 10 separate and distinct breaches of the TACP in a 5-month span in 2018.
184. Surrounding those breaches are discussions with other players to brag about the money the Player has made and to encourage others to do what he does and make arrangements as to the outcome of an overall Match, or the specific set or games results. In so doing the evidence establishes that not only is the Player inclined to fix matches himself but he also aids and abets corruptors by attempting to recruit professional tennis players to act as he has been found to

have done. That is contriving a match or an aspect of it for his personal financial gain and assisting corruptors in placing bets on the fixed matches.

Non-Cooperation Charges

First Demand

185. On [REDACTED] May 2018, at the Player's first interview with the TIU in [REDACTED] Brazil, the TIU made the first Demand for the Player to turn over the phone he had been using in order for the TIU Investigator to download the contents. The Player provided, in apparent cooperation, a Samsung mobile phone for forensic analysis. The TIU upon later investigation found that the Samsung phone had no SIM card, no charge and did not appear to have been in use.
186. During the interview, the Player said he was using the Samsung Phone on Wi-Fi only and had last used it the day before [REDACTED] May 2018) to call his mother. When the Wi-Fi option was turned on it would not connect to anything and required the application of WhatsApp to be updated before it could be used. When the Player returned to collect the Samsung phone, he was asked to show Dee Bain ("Bain"), the TIU Investigator, how he could contact his mother. He could not show how and admitted that he had rung his mother from the hotel phone. This inconsistency in the Player's statement called his credibility into question.
187. Dischinger stated in his witness statement that the Player exchanged WhatsApp messages with him on [REDACTED] May 2018 by using a US number [REDACTED]. During the first interview in May, the Player did not declare this US phone number to the TIU and later said that he did not recognize this number.
188. The US number used by the Player to send WhatsApp messages; the inaccessible Wi-Fi feature and the requirement for updating the WhatsApp application strongly indicate that the Player used another phone on [REDACTED] May 2018 and turned over a Samsung phone which he had not been using regularly. Based upon all of the foregoing the AHO designates this interview as

demonstrating that the Player was being evasive and deceitful in his answers to the Investigator in May.

189. Moreover, ITF records show that the Player used an iPhone to log into his ITF IPIN player account on [REDACTED] May 2018 from an IP address [REDACTED]. This IP address has been identified as the location of the city of [REDACTED] in Brazil. The Player denied having logged in and stated that no one had logged in on his behalf.
190. [REDACTED] testified at the Hearing that he saw an iPhone placed on the table right in front of where the Player was sitting during lunch on [REDACTED] May 2018. Despite that there was another person sitting at the same table with the Player, [REDACTED] presumes that the iPhone belonged to the Player given that it was positioned right in front of him.
191. [REDACTED] a Tournament Supervisor provided a witness statement that he observed the Player holding a black iPhone in his hand at the Graciosa Country Club (a restaurant) during lunch time on [REDACTED] May 2018.
192. An iPhone was used to log into the Player's ITF IPIN player account on [REDACTED] May 2018, five days before the interview. The Player had been observed using an iPhone on [REDACTED] May 2018, three days after the interview. Moreover, [REDACTED] saw an iPhone placed in front of the Player at the table where he was sitting on [REDACTED] May 2018 which provides evidence that the Player had an iPhone with him on the day he was interviewed. Despite his denials during the May interview, the preponderance of the evidence permits the conclusion based upon all of the evidence that it is more likely than not that the Player had an iPhone with him on [REDACTED] May 2018 which he did not disclose to the Investigator.
193. It is evident that the Player failed to hand in the iPhone he had been using at the first interview. Therefore, the Player breached Section F.2.b. by failing to cooperate with the TIU investigation. Moreover, it is due to the Player's failure of

surrendering the iPhone that the TIU had been unable to recover data from the actual phone that the Player had been using.

Second Demand

194. The TIU sent an email to the Player on [REDACTED] June 2018, requesting the Player to provide his iPhone, bank account and credit card details, contact details for his mother, his Apple Id and password for his iCloud account. The Player did not respond by the deadline of [REDACTED] July 2018.
195. On [REDACTED] June 2018 having not received acknowledgment from the Player, Bain made enquiries by emailing [REDACTED] [REDACTED] who was officiating at the [REDACTED] [REDACTED] Futures Tournament where the Player was playing. [REDACTED] reported that he had spoken with the Player and that the Player had confirmed that the email address to which the letter was sent to was correct but that he had not received an email from Bain. The Player gave [REDACTED] a contact number on which he could be reached (+[REDACTED])
196. It is evident that the email was sent to the Player's correct email address. However, the Player failed to respond by the deadline and therefore, breached Section F.2.b. of the TACP.

Third Demand

197. The TIU sent an email to the Player on [REDACTED] June 2018. The Player did not respond by the deadline of [REDACTED] July 2018 and the requested information and his iPhone have still not been provided.
198. During the second interview on [REDACTED] August 2018, the Player accepted that he had received the Third Demand and his explanation for not responding was that he thought he had already replied. He showed the investigators copies of the emails that he had sent to his lawyer, Mr. Bejar, for advice with regards to the answers he was allegedly intending to provide in response to the request. The

Player explained that he meant to send the emails to Bain but inadvertently sent them to his lawyer.

199. The Player turned over an iPhone for forensic download during the second interview on [REDACTED] August 2018. The device appeared to have been used following his first interview on [REDACTED] May 2018. The content of the phone showed that the Brazilian number [REDACTED] was the only number with a significant trace of use and the handset matched the OS version linked to the Player's IPIN login attempts since the first interview. This suggests that this iPhone was a different iPhone to that which he used to log into his ITF account in or around the date of the first interview on [REDACTED] May 2018.
200. The TIU interviewed [REDACTED] on [REDACTED] October 2018. During that interview, [REDACTED] showed the TIU officials that he had two numbers from the Player on his phone: a Brazilian number which he had saved as 'Diego Two' [REDACTED] and a US number which he had saved as 'Diego Matos' [REDACTED]. This would suggest that the US number was the Player's main contact number. [REDACTED] confirmed that he had seen the Player using two phones during the [REDACTED] Futures tournament in [REDACTED] but he cannot remember exactly when.
201. Despite the fact that the Player surrendered an iPhone for forensic analysis, he clearly did not cooperate fully as he never handed in the second phone he had been using. The AHO finds that the Player breached Section F.2.b. of the TACP for failing to surrender his second phone.

Fourth Demand

202. The TIU made a fourth Demand on [REDACTED] January 2019, requesting by email the Player to provide his bank account, credit card details and information relating to the Player's company by [REDACTED] February 2019. On [REDACTED] February 2019 and [REDACTED] February 2019, the Player emailed Bain maintaining that he had already provided all relevant information.

Fifth Demand

203. The solicitors' firm for the PTIOs, Mishcon de Reya emailed the Player on [REDACTED] February 2019 to request missing information of bank account, credit card details and records, and details relating to the Player's incorporated company.
204. On [REDACTED] February 2019, the Player responded claiming that he had retired from his company in 2016 to return to playing tennis. This contradicts what he had said in the first interview, namely that he sold acai fruit through a company to assist in funding his tennis career. The inconsistencies of the Player's statement once again called his credibility into question.

Sixth Demand

205. The solicitors from Mishcon de Reya emailed the Player's legal representative on [REDACTED] April 2019, requesting clarification of matters arising from the statements provided, the Player's company information and bank records.
206. The Player claims that the company became inactive in 2016. In fact, evidence suggests that the company became inactive on [REDACTED] March 2019 for failure to file its accounts. As of [REDACTED] July 2019, the Player has still not disclosed all mobile phones and/or numbers or provided banking documentation or information for the company which he maintained during the first interview he was receiving an income from. All of these matters remain outstanding to the date of the Hearing.
207. Based on all of the foregoing it is found that the PTIOs have met their burden of proof. The Player's conduct throughout the six Demands made by the TIU investigators and their solicitors unequivocally establishes that on multiple occasions he breached Section F.2.b. of the 2018 TACP.

CONCLUSION ON ALL OF THE EVIDENCE

208. The final step in assessing the evidence on match-fixing is to examine all the evidence as a whole. Based upon all of the foregoing, it has been found that the evidence establishes that the Player may be characterised as having an inclination to fix matches. The overarching suspicious betting reinforces that characterisation for every one of the 11 Matches that are listed in the Notice and exhibited suspicious betting patterns.
209. Each of the individual Matches has been dealt with separately and a conclusion has been reached with respect to each particular Match. In the overall analysis, there are 10 Matches where the PTIOs have met their burden of proof and established a breach of Section D.1.d. In each of the 10 Matches it can be determined that on the preponderance of the evidence that it is more likely than not that the Match was fixed. It then becomes a matter of determining if there is sufficient evidence to conclude that the Player was the one who made the arrangements to fix the Matches.
210. In some cases the play of the Player on the court ties to the circumstantial betting evidence to make it a reasonable inference from all of the evidence as a whole that the Player fixed the particular Match. In other cases, there was direct evidence from witnesses which was reinforced by the suspicious betting evidence to permit the conclusion that the Player fixed the particular Match. In either situation the conclusion can be made that the Player is most likely the person who did contrive the Matches or an aspect of them by losing: a specific game in a set; the set itself; the Match itself; or, by a specific score.
211. Based upon all the foregoing analysis and reasons, the AHO determines that Section D.1.d. of the 2018 TACP has been breached by the Player on multiple occasions over a period of 5 months which the evidence covers.

212. The frequency of the conduct in this case indicates that in every month from May to September 2018, the Player participated in a Match in which he had arranged to fix either the outcome of sets/matches or the loss of certain games in a set. This is a very concentrated period of activity in 2018 before the Player's name was placed on Sportradar's Risk List (see earlier discussion) as of 1 October 2018.
213. On the Second Charge in the Notice of Non-Cooperation with the TIU Investigator it is clearly established that following Demands and follow-up on details resulting from the Demands it can be found that the Player held back information, supplied only partial information on the use of mobile phones and other wise manipulated or deceived the TIU Investigator. Therefore, it is established that there have been multiple breaches of Section F.2.b. which is a form of Corruption Offense as is set out in Section D.2.c. of the TACP. This cat and mouse game with the Investigator continued throughout the investigation from its outset in 2018 to its conclusion and the PTIOs' decision to issue the Notice. There never was full, complete, forthright and honest compliance with the requests of the Investigator. When the record of Matches fixed leading to multiple breaches of Section D.1.d. is reviewed it is understandable why the game of cat and mouse was being played. The Player was fixing matches during the investigation and needed to conceal his conduct by deceit, deception and misinformation.

SANCTIONS

214. The Player has beached Section D.1.d. of the TACP multiple times within less than half a year. Indeed, the evidence reveals that because of the success of the accumulator bets there are multiple fixes enabling the betting syndicate to obtain much greater gains than manipulation of a single match.
215. Aside from fixing 10 of the 12 Matches in the Notice, the Player also encouraged others to participate and fix matches or aspects of the Matches. He was actively

working to further the interests of the betting syndicates and to entrap other tennis players in his web of deceit and match-fixing. In such circumstances in the past life time bans have been imposed.⁴

216. The appropriate sanction for the multiple breaches of Section D.1.d. and attempting to drag others into his net of improper conduct is a life time sanction. Such a sanction is both the proportionate sanction and the one that is a deterrent to others. Section H.1.a.iii. provides for such by a permanent period of ineligibility from Participation in any Sanctioned Events.
217. Section H.1.a.i. provides for a sanction of a fine up to \$250,000 USD plus an amount equal to any winnings or other amounts received by a Covered Person in connection with a Corruption Offense.
218. In this case the Player over a lunch break was speaking to [REDACTED] and boasted about being able to receive \$12,000 for fixing a Match. There is also the evidence of him awaiting payments for travel and funds from betting fixers. That evidence justifies a repayment of \$12,000 which he had in effect admitted to in his discussions attempting to corrupt others.
219. As to the level of a fine, on reviewing the authorities this case would appear to be the worst case in terms of frequency of conduct of any case processed to date by the TIU. It also may be assumed that given the frequency of the contriving of the Matches in the Notice that the Player has received a good deal more than the admitted \$12,000. If the payments were similar in the other 10 Matches in which it is found he breached Section D.1.d. that would amount to a further \$120,000. None of that amount can be established by the evidence before me. However, the fine is and can be a proxy for the misconduct and the likelihood of gain. If these Decisions are to be a deterrent to others, then knowing that not only can

⁴ See *Savic v. PTIOs*, CAS 2011/A/2621; *Daniel Köllerer v. ATP*, CAS 2011/A/2490; *Kumantsov v. PTIOs* (McLaren, June 2014); *Hossam v. PTIOs* (Mulcahy, July 2018).

one be ineligible to play tennis but also be subject to substantial fines in appropriate circumstances. The frequency of the Player's misconduct within half a year could have provided a substantial profit to the Player. The precise overall amount that he has made by his illicit activities is unknown. Being the worst case that has been brought to an AHO this case justifies imposing a significant fine.

220. In the recent case of Alekseenko (brothers) v. PTIOs CAS 2018/A/5999 & 6000 the Court of Arbitration for Sport reduced an AHO imposed fine of \$250,000 USD to \$25,000 USD. In this case, there is evidence that the Player received significant amounts of money from fixing tennis matches; evidence which the CAS in Alekseenko found not to be the case. In addition, the CAS assumed that the players in the Alekseenko cases would encounter difficulties making a living because of the permanent ineligibility imposed which would prevent them from playing tennis or coaching. That assumption is not accurate. The ineligibility ban in the 2018 TACP in Section H.1.a.(iii) is from "*Participation in any Sanctioned Events*". Both Participation and Sanctioned Events are defined terms in the TACP. Thus, ineligibility precludes a person from playing or coaching or otherwise participating in professional tennis governed by the four governing bodies who oversee the TACP. (See the listed Events in Appendix 1 to the TACP). Therefore, an ineligible person may still earn a livelihood from playing or coaching in events not organized by the governing bodies as well as working as a tennis pro at private clubs and training facilities throughout the world. The ineligibility ban is limited and does not bar a person from earning a livelihood in tennis. What they cannot do is earn money from participating in Sanctioned Events put on by the governing bodies. Therefore, while it may be more difficult to earn a living from tennis it is not impossible to do so because of the ineligibility ban.

221. Finally, there is one other factor to consider in assessing the quantum of a fine. In that regard the reasoning in the Sanctions Decision in PTIOs v. Saez (McLaren 2019) at paragraph 44 is applicable. That is, that where illicit gains are

known to have been received as the evidence establishes in this case; and, an investigation is incomplete because it is thwarted by a Covered Person's lack of cooperation there is justification for an appropriate and significant fine. Therefore, it is found that an appropriate fine under Section H.1.a.i. & (iii) for the breach of the TACP provisions is one half the maximum, being \$125,000 USD.

222. The Second Charge in the Notice is an alleged breach of Section F.2.b. which constitutes a Corruption Offense under Section D.2.c. of the TACP. In this case, the breach of Section F.2.b. was ongoing during the investigation so as to cover up the breaches being arranged by the Player under Section D.1.d. The conduct here was egregious. It alone justifies the imposition of the maximum period of ineligibility particularly where it is occurring in tandem with breaches of Section D.1.d.

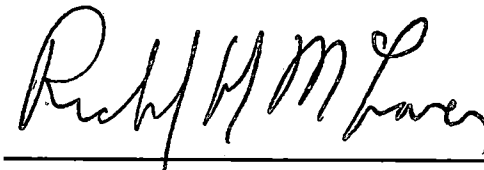
223. Based upon all of the foregoing the AHO makes the following orders:

ORDERS

- i. The Player is found to be a Covered Person under the Rules of the 2018 and 2019 TACP.
- ii. It is ordered that the Provisional Suspension in force at the time of issuing this Decision will be terminated upon the commencement of the ineligibility period ordered herein.
- iii. It is ordered that for breaches of Sections D.1.d. and D.2.c. of the 2018 TACP and pursuant to Section H.1.a.iii. a period of permanent ineligibility from Participation in any Sanctioned Events will commence on the issuance of this Decision.
- iv. It is ordered that a fine of \$125,000 USD is imposed under Section H.1.a.(i). & (iii) of the 2018 TACP.

- v. It is ordered that a payment of the winnings of \$12,000 USD be made under Section H.1.a.i. of the 2018 TACP.
- vi. Under Section G.4.d. this Decision is a “*full, final and complete disposition of the matter and will be binding on all parties.*” This Decision shall be publicly reported as required by Section G.4.e of the 2019 TACP.
- vii. The Decision herein may be appealed under Section I.3. for a period of “*twenty business days from the date of receipt of the decision by the appealing party.*” The appeal is to the Court of Arbitration for Sport in Lausanne, Switzerland.

DATED at LONDON, ONTARIO, CANADA THIS 9th DAY OF SEPTEMBER 2019.

A handwritten signature in black ink, reading "Richard H. McLaren", written over a horizontal line.

Richard H. McLaren
AHO