CAS 2017/A/4956 Professional Tennis Integrity Officers (PTIOs) v. Nick Lindahl

ARBITRAL AWARD

Pronounced by the

COURT OF ARBITRATION FOR SPORT

Sitting in the following composition:

President:	Mr Ken Lalo, Attorney-at-law in Gan-Yoshiyya, Israel
Arbitrators:	His Honour James Robert Reid Q.C., retired judge in West Liss, Hampshire, United Kingdom Mr Axel Heck, Attorney-at-law in Berlin, Germany

in the arbitration between

Professional Tennis Integrity Officers (PTIOs), Florida, USA
Represented by Mr Stephen D. Busey and Mr John F. MacLennan of Smith Hulsey & Busey, Jacksonville, Florida, USA

- Appellant

and

Mr Nick Lindahl, Eleebana, New South Wales, Australia
Represented by Mr Kevin Carpenter, Captivate Legal & Sports Solutions, Attorney-at-law in Manchester, United Kingdom

- Respondent

I. INTRODUCTION

1. This appeal is brought by the Professional Tennis Integrity Officers ("PTIOs") of the governing bodies of professional tennis. The PTIOs seek to impose on the tennis player, Mr Nick Lindahl (the "Player" or the "Appellant"), a sanction of permanent ineligibility rather than a sanction of seven (7) years of ineligibility imposed, in addition to other sanctions, by the Anti-Corruption Hearing Officer ("AHO") in a decision dated 9 January 2017 (the "Appealed Decision"), for committing corruption offenses under the Uniform Tennis Anti-Corruption Program (the "Program").

II. PARTIES

2. Professional tennis is governed by four governing bodies: the ATP Tour Inc. ("ATP"), the Grand Slam Committee, The International Tennis Federation ("ITF") and the WTA Tour, Inc. (together, the "Governing Bodies").

3. The PTIOs are appointed by each of the Governing Bodies to perform activities within the Program, effective 1 January 2009. The 2013 version of the Program (which was the version in place at the time the Player committed the corruption offenses; the "2013 Program") states that its purpose is to:

> *i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis events and to all governing bodies.*

4. The Player is an Australian tennis player, born on 31 July 1988, who registered with the ITF as an international tennis player and competed in ITF tennis events from 2004 through 2013. The Player retired from professional tennis on 21 January 2015.

III. FACTUAL BACKGROUND

5. Below is a summary of the relevant facts and allegations based on the parties' written submissions and evidence produced in connection with these proceedings. Additional facts and allegations found in the parties' written submissions and evidence may be set out, where relevant, in connection with the legal discussion below. While the Panel has considered all the facts, evidence, allegations and legal arguments submitted by the parties in the present proceedings, it refers in its award only to the submissions and evidence it considers necessary to explain its reasoning.

6. On 11 September 2013, the Player played Andrew Corbitt ("Corbitt") in a tennis match (the "Match") held in the Australian Futures F6 Tournament at Toowoomba, Queensland, Australia. Corbitt won the Match in two sets: 6 – 3, 6 – 2.

7. The Tennis Integrity Unit ("TIU"), a division performing investigatory functions within the Program, following receipt of suspicious information after the Match, conducted an investigation regarding an alleged offer by the Player (made through

other players) to lose the Match to Corbitt. The TIU took evidence from various other tennis players.

8. On 18 September, the TIU requested the Player to produce his mobile phone billing records for a three month period, by 1 October 2013. The Player did not produce such records.

9. On 3 October 2013, the TIU interviewed the Player. The Player admitted that he told a third player that he would let Corbitt win. During that interview, TIU investigators requested that the Player provide his phone for a forensic download advising that only materials relevant to the investigation of corruption under the Program would be viewed and that, if he failed to do so, he would be reported for non-cooperation. The Player refused to provide his phone to the TIU investigators.

10. On 7 October 2013, the TIU obtained an order from an AHO under Section F.2.d. of the 2013 Program rendering the Player ineligible to compete or attend professional tennis events until he complied with the requests for information and for the turnover of his phone. The Player did not comply with these requests.

11. During the TIU investigation of the Player and other players in connection with the Match, the TIU obtained an audio recording of an 8 December 2014 hearing in Australian criminal court proceedings against Matthew Fox ("Fox"), who pleaded guilty to obtaining corrupt information from the Player about the Match and using such information to place wagers on the Match.

12. On 16 January 2015, the Player was interviewed by the TIU for a second time.

13. On 21 January 2015, the Player formally retired from professional tennis, having signed an ATP Retirement Form on that date.

14. At a later stage, the TIU obtained an audio recording of an 18 April 2016 hearing in Australian criminal court proceedings against the Player who was charged with encouraging Fox to destroy evidence relevant to the investigation of the Player and Fox. The Player consistently denied the charge but was convicted based on a recorded telephone call in which he is heard suggesting to Fox that he hide evidence. Additionally, the Player pleaded guilty to providing corrupt information about the Match to Fox.

15. On 2 September 2016, the Player was notified by the PTIOs that he was charged with two violations of the 2013 Program. The first charge, under Article D.1.d. of the 2013 Program, stated that:

> *...at the Australian F6 tournament in Toowoomba, Australia, on or about 8 September 2013, Mr. Lindahl proposed to Mr. Frost that Mr. Lindahl would agree to deliberately lose his match scheduled against Andrew Corbitt on 11 September 2013 in return for payment by Mr. Corbett to Mr. Lindahl, a violation of section D.1.d of the 2013 Program. Mr. Frost conveyed that proposal of Mr Lindahl's in a telephone call to Mr. Walkin who in turn relayed the proposal to Mr. Corbitt by text message.*

16. The second charge, under Article, F.2.c. of the 2013 Program stated that:

> *On 3 October 2013, Mr. Lindahl refused to provide his phone for forensic download as requested by the TIU in violation of Section F.2.c. of the Program.*

17. On 18 September 2016, the Player advised the AHO that he does not wish to dispute the charges and indicated his regret for his violations.

18. On 11 October 2016, the AHO requested that the PTIOs provide a written recommendation regarding the sanctions to be imposed on the Player.

19. On 11 November 2016, the PTIOs recommended a sanction of permanent ineligibility and a fine in excess of US$ 100,000 to be imposed on the Player, based on the aggravating circumstances surrounding the case. The Player did not produce any suggestions about any mitigating factors, except for those which could have been assumed from his e-mail of 18 September 2016 to the AHO.

20. On 9 January 2017, the AHO issued a decision imposing on the Player for the corruption offenses under the 2013 Program: (i) a seven-year period of ineligibility and (ii) a fine of US$ 35,000 (the "Appealed Decision").

21. The Appealed Decision reads in its operative part as follows:

> *ORDERS*
>
> *31. Lindahl, having committed two Corruption Offenses under Section D namely D.1.d. and D.2.c. is to be declared ineligible for seven (7) years and is ordered to pay a fine in the amount of $35,000.00 US.*
>
> *32. The fine may be paid in instalments of $5,000.00 US by conclusion of each year of the period of ineligibility. If the fine is unpaid by the end of the period of ineligibility, then the period of ineligibility will continue until such time as the fine is paid.*
>
> *33. As prescribed is Section G.4.d. this decision is a 'full, final and complete disposition" of this matter. The orders herein take effect from the date of this Decision.*
>
> *34. The Decision herein is appealable under Section I.3. for a period of 'twenty business days from the days 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 JANUARY 2017.*
>
> *Richard H. McLaren*
> *AHO*

22. The Appealed Decision was notified on 9 January 2017.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

23. On 19 January 2017, the PTIOs filed their statement of appeal at the Court of Arbitration for Sport (the "CAS") against the Player in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the "Code") challenging the Appealed Decision. In their statement of appeal, the PTIOs nominated Mr Henri C. Alvarez as arbitrator.

24. On 9 February 2017, the PTIOs filed their appeal brief in accordance with Article R51 of the Code.

25. On 10 February 2017, the Player was invited to submit his answer, pursuant to Article R55 of the Code.

26. On 14 February 2017, the Player was advised that since he did not nominate an arbitrator, the President of the CAS Appeals Arbitration Division, or her Deputy, would appoint one on his behalf. The Player was further advised that, having received no objection on the matter, the language of the procedure would be English.

27. On 15 February 2017, the Player sent an e-mail to the CAS Court Office, requesting that the appeal be denied and that the Player, who has suffered enough, be allowed to rebuild his life. Following this e-mail, the Player was again invited to file an answer.

28. On 6 March 2017, the PTIOs nominated His Honour James Robert Reid Q.C. as an arbitrator, in lieu of Mr Henri C. Alvarez who had declined his nomination.

29. On 17 March 2017, the CAS Court Office advised the parties that no answer had been filed within the deadline and that, in accordance with R55 of the Code, the Panel, once constituted, might nevertheless proceed with the arbitration and deliver an award.

30. In response to the letter of 17 March 2017 and on the same day, the Player sent a short e-mail advising that he had already provided his statement in defence of these matters (apparently referring to his e-mail of 15 February 2017) and that he could not afford any other response.

31. On the same day, 17 March 2017, the CAS Court Office further explained that if the Player wished to file a late answer he should seek leave to do so.

32. On 27 March 2017, the CAS Court Office, on behalf of the President of the Appeals Arbitration Division (and noting that the Respondent did not nominate an arbitrator), confirmed the appointment of the Panel in this appeal as follows:

President:	Mr Ken Lalo, Attorney-at-Law in Gan-Yoshiyya, Israel
Arbitrators:	His Honour James Robert Reid Q.C., retired judge in West Liss, Hampshire, United Kingdom

Mr Axel Heck, Attorney-at-Law in Berlin, Germany

The Panel was assisted in these proceedings by Mr Brent J. Nowicki, Managing Counsel to the CAS.

33. On 17 May 2017, the Panel invited the parties to file a second set of submissions in accordance with Article R55 of the Code. The Panel considered that the Player was not represented in the proceedings until 15 May 2017, was apparently not in a financial position permitting him to appoint counsel and did not understand that he had the possibility to seek pro bono representation in a manner which would enable him to argue his position in these matters and to properly defend himself. The Panel was therefore of the view that a second set of submissions was important under these special circumstances in order to allow due process rights to both parties and to fully apprise the Panel of all issues involved.

34. On 18 May 2017 and following receipt of information from the PTIOs that they would not submit further pleadings, the Player was invited to provide his further submission within ten (10) days.

35. On 28 May 2017, the Player filed a written submission. The Panel did not consider that any new evidence was filed necessitating a reply.

36. The PTIOs considered, as expressed in their letter of 17 March 2017, that, given the gravity of the matter, an oral hearing was preferred. The Player, as expressed in his e-mails of 20 March 2017 and submissions of 28 May 2017 considered that a hearing was not required and confirmed that he "*is happy for the CAS Panel's decision to be made on the basis of the written submissions only without the need for a hearing*".

37. On 31 July 2017, the CAS Court Office advised the parties that the Panel would not hold a hearing in this matter. Having taken into account the parties' positions, having considered the evidence presented and not having been advised of any witnesses whom the parties intended to call for examination, the Panel considered itself to be sufficiently well informed, pursuant to Article R57 of the Code, to decide this matter without the need to hold a hearing.

38. On 9 and 15 August 2017, the PTIOs and the Player, respectively, signed and returned the order of procedure in this appeal.

39. By signing the order of procedure, the parties confirmed their agreement that the Panel may decide this matter based on the parties' written submissions. The parties confirmed that their right to be heard has been respected.

40. The Panel has carefully taken into account in its decision all of the submissions and evidence presented by the parties, even if they have not been specifically summarised or referred to in the present award.

V. JURISDICTION

41. Article R47 of the Code provides as follows:

> *An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body.*

42. The PTIOs assert that the jurisdiction of the CAS derives from Article I.1. of the 2013 Program dealing with appeals which reads as follows:

> *i) Any Decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the TIB.*

43. The jurisdiction of the CAS is not contested by the Player. Moreover, both parties confirmed CAS jurisdiction by execution of the order of procedure, and no party objected to the proceedings or the jurisdiction of the CAS. It follows, therefore, that CAS has jurisdiction in this appeal.

VI. ADMISSIBILITY

44. Article R49 of the Code provides as follows:

> *In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.*

45. Article I.3. of the 2013 Program provides that: *"[t]he deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party."*

46. The statement of appeal of the Appealed Decision dated 9 January 2017 was filed on 19 January 2017, well within the twenty (20) day deadline for appeals.

47. The Player did not object to the admissibility of the PTIO's appeal.

48. The Panel agrees, for those reasons, that the appeal is admissible.

VII. APPLICABLE LAW

49. According to Article I.1. of the 2013 Program, the appeal to CAS is to be conducted "*[...]in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings*".

50. Article R58 of the Code provides as follows:

> *The Panel shall decide the dispute according to the applicable regulations and the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*

51. In the present case the "*applicable regulations*" for the purposes of Article R58 of the Code are, indisputably, those contained in the Program, since the appeal is against the Appealed Decision issued by the AHO applying the Program's rules and regulations. Applying the law in force at the time of the act, the Match played by the Player, the Panel shall apply the 2013 Program.

52. The Player expressly agreed to be bound by the rules and regulations under the Program when confirming in writing upon registration for an ITF IPIN that he agrees to the Player Welfare Statement. The Player Welfare Statement provides in its relevant part:

> *I am bound by and will comply with the Uniform Tennis Anti-Corruption Program... a copy of which is available upon request from the ITF or may be downloaded ... The Tennis Integrity Unit may conduct investigations... I hereby submit to the jurisdiction and authority of the ITF to manage, administer and enforce the Anti-Corruption Programme and to the jurisdiction and authority of the Court of Arbitration for Sport to determine any appeals brought under the Anti-Corruption Programme.*

53. Section K.3. of the 2013 Program provides that:

> *This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.*

54. Therefore, the applicable law, accordingly to which the Panel will decide the present appeal, is the 2013 Program and, subsidiarily, the laws of the State of Florida, USA.

VIII. RELEVANT PROVISIONS OF THE 2013 PROGRAM

55. The following provisions of the 2013 Program are material to this appeal:

UNIFORM TENNIS ANTI-CORRUPTION PROGRAM

A. Introduction

The purpose of the Uniform Tennis Anti-Corruption Program is to (i) maintain the integrity of tennis, (ii) protect against any efforts to impact improperly the results of any match and (iii) establish a uniform rule and consistent scheme of enforcement and sanctions applicable to all professional tennis events and to all governing bodies.

B. Definitions

1) "AHO" refers to an Anti-Corruption Hearing Officer.

2) "ATP" refers to the ATP Tour, Inc.

3) "CAS" refers to the Court of Arbitration for Sport.

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5) "Corruption Offense" refers to any offense described in Article D or E of this Program.

6) "Covered Person" refers to any Player, Related Person, or Tournament Support Personnel.

7) "Decision" refers to a decision of an AHO regarding the commission of a Corruption Offense.

8) "Demand" refers to a written demand for information issued by the TIU to any Covered Person.

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10) "Event" refers to all professional tennis matches and other tennis competitions, whether men's or women's, which are organized, sanctioned or recognized by any of the Governing Bodies.

11) "Governing Bodies" refers to the ATP, the ITF, the WTA and the GSC.

12) "GSC" refers to the Grand Slam committee.

13) "Hearing" refers to a hearing before an AHO in accordance with Article G of this Program.

16) "ITF" refers to the International Tennis Federation.

18) "Player" refers to any player who enters or participates in any competition, event or activity organized or sanctioned by any Governing Body.

19) "Program" refers to this Uniform Tennis Anti-Corruption Program.

20) "PTIO" refers to the Professional Tennis Integrity Officer appointed by each Governing Body.

23) "TIU" refers to the Tennis Integrity Unit.

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26) "WTA" refers to the WTA Tour, Inc.

C. Covered Players, Persons and events

1) All Players, Related Persons, and Tournament Support Personnel shall be bound by and shall comply with all of the provisions of this Program and shall be deemed to accept all terms set out herein.

2) It is the responsibility of each Player, Related Person and Tournament Support Personnel to acquaint himself or herself with all of the provisions of this Program. Further, each Player shall have a duty to inform Related Persons with whom they are connected of all of the provisions of this Program and shall instruct Related Persons to comply with the Program.

D. Offenses

Commission of any offense set forth in Article D or E of this Program including a violation of the Reporting Obligations or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program.

1) Corruption Offenses.

a) No Covered Person shall, directly or indirectly, wager or attempt to wager on the outcome or any other aspect of any event or any other tennis competition.

b) No Covered Person shall, directly or indirectly, solicit or facilitate any other person to wager on the outcome or any other aspect of any Event or any other tennis competition. For the avoidance of doubt, to solicit or facilitate to wager shall include, but not be limited to: display of live tennis betting odds on a Covered Person website; writing articles for a tennis betting publication or website; conducting personal appearances for a tennis betting company; and appearing in commercials encouraging others to bet on tennis.

c) No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration for the provision of an accreditation to an Event (i) for the purpose of facilitating a commission of a Corruption Offense; or (ii) which leads, directly or indirectly, to the commission of a Corruption Offense.

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

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

f) No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration with the intention of negatively influencing a player's best efforts in any event.

g) No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person with the intention of negatively influencing a player's best efforts in any event.

h) No Covered Person shall, directly or indirectly, solicit or accept any money, benefit or Consideration, for the provision of any Inside Information.

i) No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any other Covered Person for the provision of any Inside Information.

j) No Covered Person shall, directly or indirectly, offer or provide any money, benefit or Consideration to any Tournament Support Personnel in exchange for any information or benefit relating to a tournament.

k) No Covered Person may be employed or otherwise engaged by a company which accepts wagers on Events.

F. Investigation and Procedure

1) Anti-Corruption Hearing Officer.

a) The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.

b) An AHO shall serve a term of two years, which may thereafter be renewed at the discretion of the TIB. If an AHO becomes unable to serve, a new AHO may be appointed for a full two-year term pursuant to this provision.

2) Investigations.

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b) 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.

c) If the TIU believes that a Covered Person may have committed a Corruption Offense, the TIU may make a Demand to any Covered Person to furnish to the TIU any information regarding the alleged Corruption Offense, including, without limitation, (i) records relating to the alleged Corruption Offense (including, without limitation, itemized telephone billing statements, text of SMS

messages received and sent, banking statements, Internet service records, computers, hard drives and other electronic information storage devices), and (ii) a written statement setting forth the facts and circumstances with respect to the alleged Corruption Offense. The Covered Person shall furnish such information within seven business days of the making of such Demand, or within such other time as may be set by the TIU. Any information furnished to the TIU shall be (i) kept confidential except when it becomes necessary to disclose such information in furtherance of the prosecution of a Corruption Offense, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non sporting laws or regulations and (ii) used solely for the purposes of the investigation and prosecution of a Corruption Offense.

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e) If a PTIO concludes that a Corruption Offense may have been committed, the PTIO shall refer the matter and send the evidence to the AHO, and the matter shall proceed to a hearing before the AHO in accordance with Article G of this Program.

G. Due Process

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4) Decisions.

a) Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Article H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.

b) The AHO shall issue a Decision in writing as soon as possible after the conclusion of the hearing. Such Decision will be sent to the parties and shall set out and explain:

i) the AHO's findings as to what Corruption Offenses, if any, have been committed;

ii) the sanctions applicable, if any, as a result of such findings; and

iii) the rights of appeal applicable pursuant to Article I of this Program.

c) The TIU shall pay all costs and expenses of the AHO and of staging the hearing. The AHO shall not have the power to award costs or make any costs order against a Covered Person or the PTIO. Each party shall bear its own costs, legal, expert and otherwise.

d) Subject only to the rights of appeal under Article I of this Program, the AHO's Decision shall be the full, final and complete disposition of the matter and will be binding on all parties. If the AHO determines that a Corruption Offense has been committed, the TIB will publicly report the Decision.

H. Sanctions

1) The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Article 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 for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2, ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.

I. Appeals

1) Any Decision (i) that a Corruption Offense has been committed, (ii) that no Corruption Offense has been committed, (iii) imposing sanctions for a Corruption Offense, or (iv) that the AHO lacks jurisdiction to rule on an alleged Corruption Offense or its sanctions, may be appealed exclusively to CAS in accordance with CAS's Code of Sports-Related Arbitration and the special provisions applicable to the Appeal Arbitration Proceedings, by either the Covered Person who is the subject of the Decision being appealed, or the TIB.

2) Any Decision appealed to CAS shall remain in effect while under appeal unless CAS orders otherwise.

3) The deadline for filing an appeal with CAS shall be twenty business days from the date of receipt of the Decision by the appealing party.

4) The decision of CAS shall be final, non-reviewable, non-appealable and enforceable. No claim, arbitration, lawsuit or litigation concerning the dispute shall be brought in any other court or tribunal.

K. General

3) This Program shall be governed in all respects (including, but not limited to, matters concerning the arbitrability of disputes) by the laws of the State of Florida, without reference to conflict of laws principles.

IX. SUBMISSIONS OF THE PARTIES

56. The PTIOs submissions, in essence, may be summarized as follows:

- It is imperative that a severe sanction be imposed on the Player since the essence of sports, generally, and of professional tennis, specifically, is a fair competition and match-fixing is the greatest threat to the integrity of professional tennis and damages the public perception of tennis.
- Match-fixing is the most serious type of corruption and there should therefore be zero tolerance to its presence.
- A severe sanction is needed to deter other players from such a behaviour, and in particular to deter players approaching retirement.
- Cooperation with a TIU investigation is crucial as this may be one of the only available "weapons" to find and prosecute wrongdoers. The Player failed to provide such cooperation.
- The Player was charged with two corruption offenses under the 2013 Program and admitted both. Article H.1.a. of the Program provides for up to US$ 250,000 in fines and up to permanent ineligibility for each offense and this should be the starting point for determining an appropriate sanction.
- There are aggravating factors in the Player's case which mandate permanent ineligibility and these are:
    - Nine years of experience as a professional tennis player;
    - The Player's familiarity with the rules and possible sanctions and having completed a TIU's integrity training course;
    - Involving other players in the "*match-fixing scheme*";
    - Disclosing his intention to lose the Match to known gamblers;
    - Encouraging Fox to destroy evidence;
    - Denial of wrongdoing and lack of remorse.
- The Appealed Decision is inconsistent with CAS decisions on point, is not proportionate and undermines the Governing Bodies', the PTIOs' and the TIU's efforts to eradicate corruption from professional tennis.

57. In his requests for relief, the PTIOs seek the following:

> *The PTIOS request the Panel to enhance Mr. Lindahl's sanction from seven years to permanent ineligibility, as provided in Section H.1.a.(iii) of the Program.*

58. The Player's submissions, in essence, may be summarized as follows:

- The AHO correctly sanctioned the Player only on the basis of the charges formally served on him and not by referring to evidence of other wrongdoings.
- The Player did not contest the charges and it was his legitimate expectation that he would be sanctioned only in respect of those charges and not any other conduct.
- The seven-year playing suspension is proportionate and clearly achieves the aims of being a significant punishment and a deterrent when all factors that may legally be taken into account have been considered.
- The AHO's wide margin of discretion should not be interfered with.
- The fine of US$ 35,000 should be set aside as it serves no additional punishment or a deterrent effect and therefore is disproportionate to the offences the Player has committed. This punishment is not proportionate, especially taking into account the Player's financial situation and having no assets or funds.
- The Player has never been charged or involved with any other crime.
- The Player, that states that "*tennis has been [his] life since the age of 8*", was sufficiently sanctioned and suffered enough as a result. He is suspended since 3 October 2013, was found guilty of a crime, fined, "*blasted .... in the media*", and "*suffered immensely with [his] family*". The Player is merely used as a "*scapegoat*".

X. MERITS

A. Overview of the Panel's Legal Analysis

59. It is common ground between the parties that the Player was guilty, on his own admission, of: (i) contriving or attempting to contrive the outcome of the Match (a violation of Article D.1.d. of the 2013 Program); and (ii) failing to cooperate in a TIU investigation by refusing to provide his mobile phone for forensic examination (a violation of Article F.2.c. of the 2013 Program). Both parties agree that the 2013 Program applied to the Player. The only issue between the parties is the appropriate sanction which should be imposed on the Player.

B. Main Issues

60. The following are the main issues which arise in this appeal:

(i) What period of ineligibility is appropriate under the 2013 Program?

(ii) Did the AHO appropriately consider all the relevant facts?

(iii) What is the appropriate period of ineligibility to be imposed on the Player?

(iv) Should the fine be reduced or cancelled?

i. <u>What period of ineligibility is appropriate under the 2013 Program?</u>

61. Under Article H.1 of the 2013 Program:

> *The penalty for any Corruption Offense shall be determined by the AHO in accordance with the procedures set forth in Article 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 for participation in any event organized or sanctioned by any Governing Body for a period of up to three years, and (iii) with respect to any violation of Section D.1, clauses (d)-(j) and Section D.2, ineligibility for participation in any event organized or sanctioned by any Governing Body for a maximum period of permanent ineligibility.*

62. Therefore, under Article H.1.a. of the 2013 Program for the one violation of Article D.1.d. of the 2013 Program (contriving or attempting to contrive the outcome of the Match) the period of ineligibility is "*for a maximum period of permanent ineligibility*". Permanent ineligibility is not the only available sanction and is not the starting point for any such sanction, as suggested by the PTIOs, but is rather the "maximum" one as is the plain reading of this paragraph.

63. Under Article G.4.a. of the 2013 Program:

> *Once the parties have made their submissions, the AHO shall determine whether a Corruption Offense has been committed. Where Article H of this Program specifies a range of possible sanctions for the Corruption Offense found to have been committed, the AHO shall also fix the sanction within that range, after considering any submissions on the subject that the parties may wish to make.*

64. Therefore, under Article G.4.a. of the 2013 Program, the discretion to "*fix the sanction within*" the "*range*" of Article H.1.a. is that of the AHO.

65. The AHO has the discretion of "*fixing the sanctions*" also under Article F.1.a. of the 2013 Program which reads:

> *The TIB shall appoint one or more independent AHOs, who shall be responsible for (i) determining whether Corruption Offenses have been committed, and (ii) fixing the sanctions for any Corruption Offense found to have been committed.*

66. The PTIOs argue that most severe penalties are required in order to combat match-fixing. The Panel agrees that fair competition is the very essence of sport and its attraction to spectators and sponsors. Match-fixing and other types of corruption pose a major risk to the existence and success of all sports and possibly more so in an individual sport in which one player competes against another (unlike a group of

runners, as an example) and only one corrupt participant is required to obtain an improper result.

67. Match-fixing is one of the most serious types of corruption offences in sport and tennis regulators are right in demonstrating zero tolerance to match-fixing and imposing severe sanctions which both punish a corrupt player and also serve as an effective deterrent for other players. The panel in *Kollerer v. ATP, et al.* (CAS 2011/A/2490) confirmed a lifetime ban stating that tennis is extremely vulnerable to match-fixing and that players ought to know that once caught penalties would be most severe and that these decisions ought to signal to the entire tennis community that such actions will not be tolerated.

68. The Panel agrees with the panels in *Kollerer v. ATP, et al.* (CAS 2011/A/2490, *Savic v. PTIOs* (CAS2011/A/2621) and *Jakupovic v. TIU, et al.* (CAS 2016/A/4388) that a severe sanction is required to punish and deter match-fixing and that permanent ineligibility may be a proportionate sanction for players who are involved in such corruption offences.

69. The Panel does not view the cited cases or other case law as mandating a sanction of permanent ineligibility for match-fixing and believes that such a sanction, in order to be considered appropriate and proportionate, must be based on the given circumstances in each case. It would be inconsistent with the clear words of the Program to hold that permanent ineligibility is an automatic sanction to be imposed in every case of match-fixing.

70. The Panel in *Kollerer v. ATP, et al.* (CAS 2011/A/2490) confirmed the AHO finding that Kollerer was guilty of three charges of attempted match-fixing, which qualified as corruption offenses under Articles D.1.d., e. and g. of the 2011 version of the Program. The panel in the Kollerer case concluded that any period of ineligibility shorter than a life ban would not have a deterrent effect and confirmed the AHO's imposition of such a sanction.

71. The Panel in *Savic v. PTIOs* (CAS2011/A/2621) confirmed the AHO finding that Savic violated three sections of the corruption offenses under Articles D.1.c., d. and f. of the then relevant Program. Additionally and what appears to have carried weight in the Savic award was the fact that Savic tried to corrupt another player. The panel in that case accepted the gravity of match-fixing, particularly in tennis, and agreed that the Governing Bodies must defend the fundamental sporting principles of tennis and that this was a compelling interest to balance against the player's interests. The panel in the Savic case concluded that a life ban does not violate public policy and is not disproportionate to the offenses committed by Savic.

72. In *Jakupovic v. TIU, et al.* (CAS 2016/A/4388) there were multiple corruption offenses under Articles D.1. and D.2 of the then relevant Program, corrupt approach to another player and failure to report corrupt proposals made to him on two occasions as well as interfering with the investigation. Jakupovic was an experienced player and well aware of the rules. The panel in that case distinguished between an "active" corruption – making an approach on another player and trying to corrupt him and, in particular, a player who was much younger, and a "passive" corruption (suggested as less serious) of receiving a suggestion to lose a match and

not reporting it. Jakupovic showed remorse only towards the end of the process. Under those circumstances the panel in that case decided not to alter the decision of the AHO imposing a life ban.

73. In these three cited cases the different panels went through an examination process of the corruption offenses involved and other relevant facts and in the specific circumstances of each of those cases concluded that they could not hold that a life ban was not a proportionate or appropriate sanction and thus that there was no supported reason to replace their considerations regarding the period of ineligibility with the discretion exercised by the AHOs involved.

74. The Player submits that there are CAS decisions on corruption offenses, both in tennis and in other sports, which uphold a significantly shorter length of suspension/ineligibility for similar offences to the ones for which the Player was charged, on the basis that a wide margin of discretion is granted to the AHOs in respect of sanctioning under the Program. The Player argues that CAS panels should "interfere" with such discretion only in exceptional circumstances. The Player provides as an example the case of *Guillermo Olaso de la Rica v. Tennis Integrity Unit* (CAS 2014/A/3467) in which the AHO at first instance found de la Rica, "*to have committed a Corruption Offense under Article D.1.c [i.e. match-fixing] and two counts of violating the Reporting Obligation of Article D.2.a.i is declared to be ineligible for participation in any event organized or sanctioned by any Governing Body for a period of five years from the date of this decision...*". One of de la Rica's grounds of appeal to CAS was that the length of sanction was disproportionate. The panel in that case stated:

> *The Panel subscribes to the CAS jurisprudence that whilst a hearing before the CAS is a hearing de novo the measure of the sanction imposed by a disciplinary body in the exercise of the discretion allowed by the relevant rules should be reviewed only when the sanction is evidently and grossly disproportionate to the offense....*
>
> *In any event the Panel holds in this specific case - taking into account the totality of its circumstances and in particular the fact that the corruption offenses considered in the Decision were confirmed by this Panel - that the sanction imposed by the AHO is proportionate in the scale of sanctions contemplated by Rule H.1 of the 2010 Program, and appropriate to the level of guilt of Mr. Olaso and to the gravity of his infringement, namely that he deliberately proceeded to engage in what he knew fully well to be a violation of the 2010 Program on at least two counts, conduct of a type which undermines the basic premise of fairness upon which all sporting contests are premised.*

75. The panel in *Kollerer v. ATP, et al.* (CAS 2011/A/2490) also stated that "*[t]he AHO has a fair measure of discretion in setting a penalty*". See also *Savic v. PTIOs* (CAS2011/A/2621).

76. The Program provides the AHO with discretion to impose penalties up to the maximum available penalties but almost no guidance as to the sanctions to be applied. The Panel agrees with the Player that the Program does not mandate a permanent ineligibility as asserted by the PTIOs. The Panel further agrees with the

Player that in this framework the overriding principle of proportionality must be the principal consideration when deciding on the appropriate sanction, guided by the PTIOs stated aim for the sanctions to be both a punishment and a deterrent.

77. The Panel views match-fixing as a severe corruption offense which must be severely punished in order to both represent the disgust of the sporting community from such behaviour and deter sports people from engaging or assisting in such acts. These offenses endanger the whole premise upon which sports are built and may risk the existence of sports in future. The Panel believes that an offense of match-fixing on its own is grave enough and that one should not "count" offenses or look only into whether it was an "active" or a "passive" act in order to decide on the exact sanction in a given case.

78. This being said, the Panel fully agrees with the Player that the AHO has a wide discretion in imposing the exact sanction in each given case. The AHO is best placed to give appropriate weight to all the evidence presented to him. For example, in the case at hand, the AHO refers to proceedings and sanctions against others involved in the same match-fixing activities relating to the Match. CAS panels should ensure that the AHO considered all the relevant elements of each given case including factors presented to him in connection with sanctioning. Other than that, the Panel should not replace its discretion with that of the AHO unless the sanction is evidently and grossly disproportionate to the offense.

ii. <u>Did the AHO appropriately consider all the relevant facts?</u>

79. The PTIOs argued both before the AHO and before this Panel that the following aggravating factors justify permanent ineligibility:

a. The Player's age and nine years of experience as a professional tennis player;

b. The Player's familiarity with the rules and possible sanctions for corruption, including the fact that the Player completed integrity training courses offered by the TIU;

c. The Player's intentional corruption of several other players by involving them in a match-fixing scheme;

d. The Player's deliberate disclosure to known gamblers of his intention to lose the Match, expecting that they would use the information to place wagers on the Match;

e. The Player's encouragement of Fox to destroy evidence in corruption investigations conducted by the TIU and the Australian law enforcement;

f. The Player's denial of wrongdoing and evident lack of remorse during his interviews with the TIU.

80. The PTIOs further argue that failing to cooperate in a TIU investigation impedes the TIU's ability to investigate, identify and prosecute corruption in tennis, that individuals engaging in corruption go undetected and may corrupt other individuals

if a TIU investigation is impeded by a player's non-cooperation and that, therefore, any such non-cooperation as exercised by the Player must be severely punished.

81. In the case at hand, the Player was found guilty of one severe corruption offense under Article D of the 2013 Program and of a failure to cooperate with a TIU investigation. The Player admitted both offenses. The Player was the one proposing to lose a match (so not just passively receiving such a proposal) but, on the other hand, did not try to corrupt others to lose a match (although he did pass the message through others). The Player was no doubt an experienced player and knew the rules.

82. The Player did not show remorse before the TIU, but did so before the AHO. In an e-mail sent by the Player on 18 September to the AHO, but addressed also to the TIU and relevant Governing Bodies, the Player wrote as follows:

> *To Richard*
>
> *I do not wish to dispute the charges and am sorry for my actions.*
>
> *To the ITF, ATP, TIU and all involved.*
>
> *I would like to take this time to apologise for my stupid actions and mistake I have made. I was at a very low point in my life, I was depressed, not stable and just a very dark time in my life. Still it does not give me the right to do what I did and bring other people (frost, walkin) into this situation. I feel horrible for them, for anyone who has had to deal with this situation, myself and I am so sorry for bringing the game of tennis into this negative spotlight. I have been bashed by the media globally and suffererd a great deal from this situation, I have paid fines I have been suspended for 3 years now already.*
>
> *I have learnt a great deal from this situation although mostly negative towards me I can at least say I never want to deal with a situation like this again and always put more thought into my actions.*
>
> *Thank you for your time and consideration*
>
> *Nick Lindahl*

83. The PTIOs argue that in determining the Player's sanctions the AHO expressly failed to take into account any evidence which came out of the criminal court hearing on 12 April 2016 or from the Player's second TIU interview on 16 January 2015 in which it was revealed that the Player encouraged Fox to hide or destroy evidence of corruption offenses, an important aggravating element.

84. The AHO specifically dealt in the Appealed Decision with the legitimacy of basing the sanctions on these aggravating circumstances highlighted by the PTIOs. The AHO stated in this regard that:

> *The difficulty with [the PTIOs] submissions is that much of the aggravated circumstances are not alleged facts upon which the Notice, and its Corruption Offences, rests and upon which the admission by the Player was made. The*

sanction must be connected to the admitted facts and Corruption Offences. If the matters discussed in paragraphs 12 and 13: the providing of corrupt information to gamblers other than Fox; the denial of providing such corrupt information to Fox; and, encouraging the destruction of evidence of a Corruption Offense; are to be taken into account then a further Notice specific to Lindahl ought to have been issued which encompassed those facts. All the aggravated circumstances cannot be added at the stage of making a submission on the sanctions when they were based on facts which were not part of the original Notice against which the admission was made.

What can be taken account of with respect to the aggravating circumstances in paragraphs 12 and 13 is the fact that corrupt information was provided to Fox by Lindahl in respect of the match he tanked playing against Andrew Corbitt ("Corbitt") on 11 September 2013, which is the allegation to which he has provided his admission. There is a direct connection with the facts alleged in the Notice and the facts admitted to by the Player. Therefore, the guilty plea by Fox in Australian Criminal Court to having obtained this corrupt information from Lindahl is part of this determination of an appropriate sanction. Likewise, the guilty plea of Lindahl to having provided corrupt information to Fox has a direct connection with the facts alleged, and now admitted, in the Notice.

What cannot be taken into account, without a revision to the Notice and an admission to that revised Notice, is the TIU interview in January 2015 and particularly destroying evidence relevant to the investigation of Lindahl and Fox.

85. The PTIOs argue that Florida law, which applies subsidiarily to these proceedings allows a sentencing judge to consider a defendant's uncharged crimes for sentencing purposes (*Imbert v. State*, 154 So.3d 1174, 1176 (Fla. 4th DCA 2015)).

86. On the other hand, the Player argues that the AHO's reasoning on point has to be correct on the grounds of the fundamental principle of the law of legitimate expectation, as there is a clear legitimate expectation from the Player that he would only be sanctioned on the basis of charges known to, and not contested by him. This should override the submission that, under Florida law, a sentencing judge is allowed to consider a defendant's uncharged crimes for sentencing purposes.

87. The Player argues that experienced investigators and prosecutors such as the PTIOs, should have been well aware that if they wished to bring additional charges against the Player, which had come to light in relevant criminal proceedings some two years later, then they should have served an additional notice of charge on the Player and that it was not appropriate for them to try to rely on such matters as aggravating factors for the level of sanction.

88. The Panel agrees that while additional facts may be considered for sanctioning purposes, in the circumstances such as in the present case in which completely separate legal charges could have been brought against the Player, and for substantial matters at that, it would be wrong to avoid litigation of these separate actions, not providing the Player with an opportunity to present his case and

introduce evidence and to let the same matters enter through the "back door" solely for the purposes of sanctioning.

89. Therefore, the Panel concludes that the AHO considered all the relevant facts and circumstances in deciding the appropriate sanctions to be imposed on the Player.

iii. <u>What is the appropriate period of ineligibility to be imposed on the Player?</u>

90. A life ban may be an appropriate sanction in any case involving match-fixing, based on the totality of the facts and circumstances.

91. It is a thin line to judge if a sanction such as the one imposed on the Player is the most appropriate one or whether a different combination of a period of ineligibility (longer or shorter) plus fine would have been more appropriate in order to punish a severe corruption offense and deter others from even considering engaging in the same behaviour.

92. However, this is not required from the Panel which is only required to decide whether the AHO decided an evidently disproportionate sanction in the specific circumstances of this case.

93. In reaching a decision regarding the sanctions, the AHO considered and fully analysed all the specific facts and elements of this case as a whole, as well as all the relevant aggravating and mitigating factors which have been presented to him. The Panel cannot conclude that the seven-year period of ineligibility imposed by the AHO on the Player is evidently disproportionate to the offense and thus not within the AHO's discretion. This is particularly so in this case in which the Player's effective suspension began some two and a half years before the imposition of the seven-year suspension, a suspension which has in practice ended the Player's career as a professional tennis player, and in which a substantial fine of US$ 35,000 has also been imposed on the Player (as stated in the Appealed Decision, the ban will continue until the fine is paid in full). The decision appears to strike a balance of proportionality in ending the professional playing career of the Player, and therefore being a significant deterrent, while allowing him to return to the sport as a reformed character in a different capacity once the long period of suspension has been served.

94. The Panel concludes that the AHO decision regarding the length of suspension imposed on the Player was within the realm of his discretion and not evidently disproportionate and as such is not modified by the Panel.

iv. <u>Should the fine be reduced or cancelled?</u>

95. The PTIOs requested the AHO to impose on the Player a fine of US$ 100,000, but, as highlighted by the Player, have not sought to appeal the decision of the AHO to impose a fine of "*only*" US$ 35,000.

96. The Player, in his submissions of 28 May 2017, requested the Panel, for the first time, to set aside the fine on the basis of: (i) the arbitrariness and inconsistency as to whether the PTIOs seek a fine; and (ii) the consistent line of CAS awards setting aside fines for corruption offenses.

97. The Player argues that such a fine, on top of a lengthy ban, which already resulted in ending the Player's career as a professional tennis player and his main ability to earn an income, is disproportionate and serves no additional punishment or deterrent effect.

98. The Player further argues that fines imposed on tennis players are in amounts which are completely arbitrary. The Player cites tennis corruption cases in which no fines were imposed at all and cases in which CAS awards set aside fines issued by the AHO (*Kollerer v. ATP, et al.* (CAS 2011/A/2490); *Savic v. PTIOs* (CAS2011/A/2621)).

99. The imposition of a fine on the Player has not been appealed. Had the Player wished to revisit that part of the Appealed Decision he was required to file an appeal within the time limits prescribed in Article I.3. of the 2013 Program. It is not open to the Player to seek to raise the matter as a counterclaim within the answer. Article R39 of the Code which provides for the filing of a counterclaim applies only to the Ordinary Arbitration Procedure and not to proceedings under the Appeal Arbitration Procedure.

100. The change made to the Code in 2010 removed the possibility of including a cross-appeal in the answer. This said, the WADC and the rules and regulations of some international federations expressly allow cross-appeals. This apparent conflict is resolved, in line with decisions of other CAS panels, by permitting cross-appeals only if the applicable rules expressly allow them despite not being provided for in the Code (CAS 2017/A/5015 and CAS 2017/A/5110). The 2013 Program does not expressly permit a cross-appeal and, therefore, a cross-appeal is simply not permitted in this case, as a threshold matter.

101. To the extent it were permitted, any cross-appeal must specifically comply with the usual procedural requirements set forth under Article R47 et seq. of the Code (i.e., the respondent must accompany it with a copy of the appealed decision, the CAS Court Office fee must be paid and all other procedural and documentary elements must be completed and complied with) in order to set it in motion (CAS 2015/A/4215). This has not been done in this case and, therefore, there is no cross-appeal before the Panel.

102. Separately, the Panel is aware of the judgment rendered by an Australian Criminal Court on 18 April 2016, about nine months before the AHO handed down the Appealed Decision. The magistrate in Australia on charges brought against the Player for "*match fixing or 'tanking*" and "*concealing information of corrupt conduct*" observed and held as follows: "*... [i]n my view, I think, that the element of personal deterrent has been satisfied. I cannot imagine that you would be willing participate in any activity like this again. Indeed, you come before the Court as a person with no criminal history. It is the first time you have been before a Court. The references speak highly of you and are in my view in terms of general, in terms of specific deterrents the way in which I am going to deal with you will address the issues of any personal deterrents. I know and I believe you have good prospects for rehabilitation but I also take into account the need for general deterrents in relation to these matters, of course, a conviction in these matters is a factor which weighs*

heavily. Once a person is convicted they have a criminal conviction and in my view that in itself is a serious penalty for someone your age and your future prospects accordingly. I accept that in Sequence 3 there was a plea of guilty and in relation to that matter you are convicted and fined a $1000. In relation to Sequence 2 I found the offence proven. You have been convicted. I order that you enter into a Section 9 Good Behaviour Bond for a period of 12 months. It will be conditional that you be of good behaviour and commit no further offences and come before Court if called upon to do so. ...".

103. The Panel notes that while these criminal charges arose out of the same set of circumstances which serve as the basis for the present proceedings, they relate to different offences and, additionally, that a person may be subject both to criminal proceedings and professional disciplinary proceedings arising out of the same events. Therefore, the Panel holds that there is no issue of double jeopardy or "*ne bis in idem*".

104. The Panel further notes that the proceedings before the Australian Criminal Court and their outcome were known to the AHO when he handed down his decision, although they were not discussed within the Appealed Decision.

105. The Panel, by a majority decision, is satisfied that, while the decision of the Australian Criminal Court should be considered among all other evidence, it should not serve as a guidance to the decision of the AHO or of this Panel. Criminal proceedings serve a completely different purpose and their focus and scale of penalties differ. Indeed, many if not most violations of sporting rules do not even constitute criminal offences. This is not a limitation on the ability of sporting tribunals to impose fines and penalties on sports people and others. The sporting rules aim to safeguard the integrity of the sport and sporting fairness which are the fundamentals of the sport and are paramount, not only to fair play, but also to the ability of sports to survive and attract participants, fans, media and sponsors. While the Australian magistrate expressly declared himself satisfied with the (personal and general) deterrent effect his judgment is likely to have, the majority of this Panel sees no reason to intervene with the AHO's decision that a substantial monetary deterrence is also required to ensure that the violations of the sporting rules (whether or not they constitute a severe criminal offence or even one at all) are less likely to be considered by other players. The Player acted in a way that, regardless of its criminal nature, violated fundamental sporting principals and rules and, more so, in a situation in which people involved stood to gain monetary benefits.

106. The Panel, in reviewing the Appealed Decision as a whole, concludes, by a majority decision, that the AHO decision, including both the element of the ineligibility period and its starting date, as well as the fine imposed on the Player, was within the realm of his discretion and not evidently disproportionate and as such is not modified by the Panel.

C. Conclusion

107. For those reasons the Panel denies the appeal and confirms the Appealed Decision issued by the AHO on 9 January 2017.

XI. COSTS

108. This appeal is brought against a disciplinary decision issued by an international sports-body. Therefore, according to Articles R65.1 and 2 of the Code, the proceedings are free of charge, except for the Court Office Fee, which the PTIOs have already paid and is retained by the CAS.

109. Article 65.3 of the Code provides as follows: *"Each party shall pay for the costs of its own witnesses, experts and interpreters. In the arbitral award, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and the outcome of the proceedings, as well as the conduct and financial resources of the parties."*

110. The Panel notes that both parties cooperated in this procedure and proceeded in a professional and efficient manner. Moreover, the Panel appreciates the parties' succinct written submissions such that a decision was able to be rendered without a hearing, thus saving the parties' financial resources. This said, the Player successfully defended this appeal on all grounds, save for his attempt to reduce the amount of the fine. In this regard, and noting the discrepancy in the financial resources of the two parties, the Appellant shall contribute CHF 2,000 (two thousand Swiss Francs) to the Player as a contribution to any legal or other expenses incurred in this procedure.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 19 January 2017 by the Professional Tennis Integrity Officers against the decision of the Anti-Corruption Hearing Officer of 9 January 2017 is rejected.
2. The decision of the Anti-Corruption Hearing Officer of 9 January 2017 is upheld.
3. The present arbitration proceeding shall be free, except for the CAS Court Office fee of CHF 1,000 (one thousand Swiss Francs), which has already been paid by the Appellant and which is retained by the CAS.
4. The Professional Tennis Integrity Officers shall pay Mr Nick Lindahl a total amount of CHF 2,000 (two thousand Swiss Francs) as a contribution towards the legal costs and expenses incurred in connection with these arbitration proceedings.
5. All other or further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 20 December 2017

THE COURT OF ARBITRATION FOR SPORT

Ken Lalo
President of the Panel