

In the Matter of an alleged Corruption Offense under the

TENNIS ANTI-CORRUPTION PROGRAM
(hereafter the "TACP")

Corruption Notice to Barlaham Zuluaga Gaviria
(hereafter "Zuluaga Gaviria" or "the Player")

- and -

Professional Tennis Integrity Officers (hereafter "the PTIOs")

Being constituted by appointments from each of the following Governing Bodies:

ATP Tour, Inc.	(ATP)
Grand Slam Board	(GSB)
International Tennis Federation (ITF)	
WTA Tour, Inc.	(WTA)

Representing Mr. Zuluaga Gaviria:	Self-Represented
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Representing the PTIOs:	Maurice Holmes, Barrister Ross Brown, Esq.
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Anti-Corruption Hearing Officer, Tennis Anti-Corruption Program:	Professor Richard H. McLaren, O.C. (hereafter "AHO")
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DEC1S10Nof the AHO

PARTIES

1. The PTIOs¹ are appointed by each Governing Body (ATP, ITF, WTA and GSB) participating in the Tennis Anti-Corruption Program ("the Program").
The purpose of the 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.*

2. Barlaham Zuluaga Gaviria (hereafter "Zuluaga Gaviria" or "the "Player" is a 22 year old professional tennis player² of Columbian nationality. He first registered, as required for all professional players, for the ITF International Player Identification Number (IPIN) in May 2011. The Player has endorsed the ITF Player Welfare Statement (the "PWS") in 2012 through 2017, with the exception that he did not do so in 2015. The PWS contains wording that the Player is bound by the terms of the TACP and the endorsee acknowledges and accepts this fact by confirming their agreement to the content of the PWS. The Player did this on an annual basis other than for the year 2015. Zuluaga Gaviria was a member of the ATP (one of the Governing Bodies represented by the PTIOs). Therefore, the Player is a Covered Person under the Program.

3. Richard H. McLaren holds an appointment as an Anti-Corruption Hearing Officer ("AHO") under Section F.1 of the Program. Procedural Order No. 1 accepted by all parties and issued on 5 March 2018 ("PO No. 1") confirms

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

² The Player's career high world ranking of 1,491 was achieved in September 2013. He does not currently hold a singles world ranking.

that no party had any objection to the assignment or jurisdiction of Richard H. McLaren as the AHO in this proceeding.

FACTUAL BACKGROUND

4. On 28 July 2017 the AHO received correspondence from Mr. Brown on behalf of the PTIOs requesting, on an urgent basis, provisional suspension of the Player. Attached to that correspondence was a 13 page Report on Failing to Co-operate with the TIU investigators as required under the 2017 Program.

5. By correspondence on 29 July 2017 the AHO issued a letter to the Player stating that:

Mr Barlaham Zuluaga Gaviria is hereby declared ineligible to compete and is denied credentials and access to Events pending compliance with the Demand of the TIU investigators. The suspension will continue until such time that he complies with the Demand of the TIU and surrenders his mobile phone for forensic examination.

6. At that time the PTIOs were investigating betting operator alerts; the first of which was investigated after an alert in July 2016 (1st betting alert), followed by an alert in July 2017 for unusual betting patterns arising in relation to matches at the [REDACTED]

7. The 2nd betting alert was referred to the TIU by an entity known as [REDACTED] which is a betting monitoring service company who was working on behalf of [REDACTED], a betting operator. The report on the 2nd betting alert related to a series of cumulative bets³ placed on the Match in conjunction with a

^a A cumulative bet means that if the first bet is a winning one the return is automatically placed on the outcome of the second match.

- second match played on the same day at the same tournament involving
8. [REDACTED] both betting operators, also contacted the TIU about the Match. They independently reported a trend of cumulative betting. [REDACTED] reported new accounts being opened specifically to place the bet. The operators advised that their clients placing the bets demonstrated a high degree of confidence in the outcome of their bets.
 9. In between these two alerts, in December 2016, the TIU had received a confidential report of an incident [REDACTED]
[REDACTED]
 10. As a consequence of having received the two betting alerts a little over a year apart and the intervening intelligence, the TIU began to conduct an investigation following receipt of the 2nd betting alert. They had previously abandoned their prior inquiries following the 1st betting alert.
 11. On the basis of all of the foregoing information, a TIU investigator Michael Mahon-Daly and the director of the TIU, Nigel Willerton, attended on 22 July 2017 the Colombian F2 Futures Tournament being played in Manizales. Zuluaga Gaviria was playing in the first round of the qualifiers.
 12. The two TIU employees considered that one or more Corruption Offenses may have been committed but they had been unable to fully investigate

the matter as Zuluaga Gaviria had failed to comply with a Demand to provide information to the TIU pursuant to a Demand under section F.2.c. of the TACP 2017.

13. As a result, the request for a declaration of ineligibility to compete was made to the AHO on an urgent basis because the Player was intending to play the next day and in other tournaments. The AHO having considered all the information provided to him issued an ineligible to compete order as quoted above on 29 July 2017 ("the Order").
14. Subsequent to the Order, following discussions between the AHO and the Player, and by the AHO with the TIU and their counsel, a process was developed to consider the proposition of the Player that he had satisfied the Demand. The Player was requesting that he should be allowed to play tennis again and that the AHO should issue a termination of his ineligible to compete Order.
15. Following various communications from the Player, on 20 September 2017 further correspondence was received from Mr. Brown that included a 150 page Report on the Failure to Co-operate. At that time there was a request to continue the Order because the Player was submitting that he had fulfilled the Demand.
16. The AHO on 21 September 2017, having considered the submissions of the Player and the PTIOs and TIU, issued a letter stating that:

Mr. Bariahm Zuluaga Gaviria's previous declaration of ineligible to compete is ordered to be continued despite his apparent satisfaction of the Demand. It is hereby declared that he is denied credentials and access to Events pending compliance with the Demand of the TIU investigators and my revocation of this order. The suspension will continue ...
17. *The Order has not been terminated and remains in place to this date.*

assist the Player to ensure that a fair procedure and hearing were arranged, including accommodating a last minute switch from participation in the hearing from Rome, Italy via video conference to being present in London for the Hearing and then re-arranging on the day of the Hearing to be present via a telephone conference call. The PTIOs counsel obliged my special request as AHO to translate as much of the documentation as possible into Spanish for this proceeding, including the documents in the bundle of documents for the Hearing, as well as having a Spanish interpreter available on the telephone conversations held with the Player.

21. In accordance with PO No. 1 on 29 March 2018 the PTIOs disclosed all the information upon which they intended to rely. They submitted written submissions, witness statements and exhibits.
22. The Player was supposed to file his written submissions and witness statements by 12 April 2018. He did not file anything other than the various photographs received at an earlier stage in the proceedings. Furthermore, a conference call to deal with any issues arising from the procedure was to be held on 18 April 2018. The Player failed to attend on that call. He further caused the TIU further considerable costs and efforts to enable him to participate in the Hearing by telephone conference call.
23. On 16 June 2017 the Player completed the mandatory Tennis Integrity Protection Programme. This is an online educational tool to assist a Covered Person with understanding their responsibilities under the TACP. It is also instructive on how to spot when others are breaching the terms of the TACP.

EVIDENCE

24. In this Decision only the evidence necessary to explain the findings of fact and the reasons for those findings is set out. Nevertheless, the AHO has considered all of the evidence, documents and submissions of the Player and Counsel for the PTIOs.
- (i) *The Investigation Interview*
25. In accordance with the Procedural Order Mr. Michael Mahon-Daly provided a witness statement with exhibits. He is an investigator with the TIU. He attended at the F2 Futures Tournament in Manizales Columbia in the company of Nigel Willerton, the Director of the TIU. He affirmed his statement at the Hearing. What follows is a summary of his *viva voce* testimony at the Hearing.
26. The PTIOs and their respective governing bodies are not involved in, nor do they have oversight of, the day-to-day activities of the TIU. The PTIOs do provide directions to the TIU. A decision was made by the PTIOs and the TIU was asked to proceed with an investigation of the circumstances surrounding the 1st and 2nd betting alerts and the intervening intelligence.
27. Investigator Mahon-Daly and Director Willerton attended on 22 July 2017 the Tournament at which the Player was playing in Columbia. They did so to conduct an interview with the Player in accordance with the TACP. Investigator Mahon-Daly testified that it was his intention to approach the Player without prior warning to give him no opportunity to interfere with or dispose of, any phone or phones in his possession.
28. An interview was commenced on 22 July 2017 at the Veruna Hotel in Manizales in room 504. The Player had accompanied the two TIU

personnel to this locale. There was a Spanish interpreter present to assist the process.

29. Following an explanation to the Player of his rights under the TACP, including his right to be represented, he agreed to the interview and the process was explained to him.
30. Nearing completion of the introductory process of the interview the Player commenced to complain of feeling unwell and that he was in need of some food. He was provided with some food and a bottle of water. He never ate the food. Following an inquiry as to whether he felt well enough to proceed he requested and was granted the right to postpone the interview until the following day.
31. Before discontinuing the interview that day a Demand was made to make a forensic copy of the contents of the mobile phone in the possession of the Player. Such a demand is provided for in the TACP. This was explained to the Player and a notice in the Spanish language was provided which the Player signed.
32. The Player refused to provide the phone because he said that he needed to retain it so that he could stay in contact with his mother. An opportunity to speak with her and tell her there would be no contact for an hour or two was suggested by the investigator. The Player would not agree and suggested that he make the phone available the following day. He was warned at that point that he risked being held to be non-cooperative with the investigation and possibly declared by an AHO ineligible to compete if he left the hotel without having had his phone copied.
33. Investigator Mahon-Daly testified that it was his impression that the Player did not want to turn over his phone because it may have contained

damming information. He feigned illness and hunger and exaggerated the need to stay in contact with his mother. Following discussions concerning the phone, the Player stood up and threw a biscuit packet against the wall.

34. During the discussions Investigator Mahon-Daly noticed that the phone had a broken screen and was grubby in appearance. The Player held the phone in a manner that did not enable the reading of the serial identification.
35. At the close of the first incomplete interview the Player was provided with contact details for arranging the continuation of the interview the following day. He then left having not turned over his mobile phone.
36. During the Player's cross-examination at the Hearing he stated that the explanation concerning his mother. and his need to have the phone was not the real reason for his withholding it.
37. On 23 July 2017 Zuluaga Gaviria was completing his second-round qualification match. He entered the foyer area of the tennis centre and Investigator Mahon-Daly was standing on the balcony overlooking the foyer. The Player saw him and waived his hand seemingly in acknowledgement of the other man. However, despite the previous day's conversation about continuing the interview, the Player did not meet up with Investigator Mahon-Daly. He was not seen again.
38. The continuation of that investigation interview has never been rescheduled. Despite email, text and mobile phone communications attempting to arrange to do so. The Player did not respond to these communications. There has been no continuation of the investigation interview to the date of the Hearing in this matter.

39. A request was made to the AHO for the Order declaring the Player ineligible to compete. The AHO issued that Order on 29 July 2017 as described in the background facts above.

40. Zuluaga Gaviria in his statements at the Hearing suggested that during the interview and subsequent to the interview he felt sick. He indicated that he had only been released from hospital the previous week having suffered from an infection. He claims to have not been in the best of physical, mental and emotional condition at the time of the interview.

(ii) *The Phone*

41. During the interview on 28 November 2016 caused by the 1st betting alert in relation to one of his matches in July 2016, he was asked to turn over his phone. A phone was provided.

42. The TIU conducted an examination of the phone. They determined that it contained limited information. The TIU hypothesized that it was not the principal phone of the Player. The matter was not pursued further at the time because there was an absence of evidence to conclude that there was a breach of the TACP. No further action was taken.

43. During the testimony of the Player in the Hearing he advised the AHO that he had two phones, one for training and the other for addresses.

44. At the interview on 22 July 2017 a Demand for the mobile phone in his possession was made. For reasons previously set out he did not provide the phone during that interview which was then discontinued, to be concluded the following day.

45. On 23 July 2017 after his match the Player having previously waved to Mr. Mahon-Daly, disappeared. No continued interview was held in which the Player's phone might have been turned over.
46. The issuing of the ineligible to compete Order by the AHO on 29 July 2017 triggered further developments in respect of the phone. The Player contacted the AHO and advised that he would surrender his phone. That information was relayed to the TIU for further action on their part.
47. As a consequence the Player and Mahon-Daly engaged in email correspondence on the subject of how to provide the phone to the TIU. After some back and forth, it was agreed that the TIU would arrange for the pick-up of the phone by courier. The Columbian Customs and Security regulations prevented the courier company being used at the time to pick up the package containing the phone.
48. An alternative plan to deliver the phone was made in August 2017. As part of that process of continuous episodic communications and non-communications, images of the front of a phone, the serial number and the international Mobile Equipment identify number were sent to the AHO and the TIU. No interview was held during August 2017 to discuss the phone and complete the original interview but the Player always failed to show at the appointed hour.
49. On 11 September 2017 a Samsung phone was received and visually examined by Investigator Mahon-Daly. It appeared to be a different phone than the one he saw on 22 July 2017.
50. The phone was sent for forensic examination and the expert's report was filed in this proceeding, along with a copy of his report and a witness statement.

51. In the expert's report, he indicated that the phone had a minor scuff on one side and a cracked screen but operated normally. The forensic analysis produced a limited quantity of information. There was a single email, no text messages, and no multimedia content of any kind that existed prior to 31 July 2017. The expert indicated that the phone was either new at the end of July 2017 or it had been reset to its factory settings.
52. Given all of the foregoing events and non-starter events plus the final assessment of the phone, the TIU decided to pursue this proceeding alleging a Corruption Offense of non-cooperation with a TIU investigation.
53. The cross-examination of Zuluaga Gaviria revealed several matters. He understood that the trigger to the investigation was caused by betting alerts and no allegations of corruption were made against him at that time or in this proceeding.
54. In cross-examination the Player indicated that he felt it was fair to have to hand over the phone. However, he was offended and embarrassed by the questioning and felt he was being treated like a criminal.
55. The Player also stated that the reason he did not hand the phone over at the interview was his emotional state, and not the reasons given concerning his mother. He admitted the reason he did not turn over the phone had nothing to do with his mother.
56. Finally he accepted that in hindsight his failure to answer questions was a mistake. He also accepted that he had been given every opportunity to participate in the Hearing and the procedure leading up to it. He accepted that it was a fair procedure to determine what should happen under the rules.

SUBMISSIONS of the PARTIES

III The PTIOs:

57. There are at least four breaches of Section F.2.b. falling into two separate categories. The failure to provide the two mobile phones the Player had. At the original interview the Player refused to furnish the TIU with his mobile phone that he had with him. At the Hearing in cross-examination he accepted that the reasons he gave at the time of the interview had nothing to do with the real reason he refused to give up the mobile phone. Furthermore, the phone that was supplied in September was a different phone as is established by the expert report on its forensic examination.
58. Aside from the phone, the non-cooperation is established by the fact that the original interview has never been completed because the Player frustrated the Investigation and refused or did not show up for scheduled continuations. There are no credible explanations put forward. Even if he was unwell at the time of the original interview, that is not an explanation for the subsequent conduct.
59. As for sanctions, it was submitted that the maximum period of three (3) years suspension be imposed and a \$5,000 fine. In support of the consistency of that approach the case of Klec v. PTIOs (McLaren, August 2015).

ii The Covered Person:

60. The Player suggested that the matter needed to be resolved quickly so he could return to playing tennis.

61. It was submitted that he has not committed any offense. He has complied with all of the obligations of the TACP. Furthermore, he has cooperated in these proceedings and done nothing wrong.
62. It was submitted by the Player that he wanted to return to competition as soon as possible. His career and his progress have been brought to a halt by these proceedings.

THE RELEVANT PROVISIONS OF THE 2017 PROGRAM

63.

D. Offenses

*Commission of any offense set forth in Section 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.** [Emphasis that of the AHO]*

1. Corruption Offenses.

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 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, ^{f11} 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. [Emphasis that of the AHO]

- d. By participating in any Event, or accepting accreditation at any Event, a Covered Person contractually agrees to waive and forfeit any rights, defenses, and privileges provided by any law in any jurisdiction to withhold information requested by the TIU or the AHO. If a Covered Person fails to produce such information, the AHO may rule a Player ineligible to compete, and deny a Covered Person credentials and access to Events, pending compliance with the Demand.

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 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.*

c. *No Player who has been declared ineligible may, during the period of ineligibility, participate in any capacity in any Event (other than authorized anti-gambling or anti-corruption education or rehabilitation programs) organized or sanctioned by any Governing Body. Without limiting the generality of the foregoing, such Player shall not be given accreditation for, or otherwise granted access to, any competition or event to which access is controlled by any Governing Body, nor shall the Player be credited with any points for any competition played during the period of ineligibility.*

DECISION

64. The Player failed to provide his mobile telephone for forensic examination following a proper Demand to do so during an investigation interview on 22

July 2017. That failure continued the following day and throughout these proceedings. The mobile phone that he had on that day has never been submitted for forensic examination.

65. The Player submitted that he had complied with the Demand. The AHO ordered a further examination of that assertion and rejected it confirming the ineligibility Order issued by the AHO on 29 July 2017.
66. The Player engaged in an elaborate charade with the TIU over the provision of a mobile phone during the months of August and September 2017. He eventually provided a phone but it has been established that he did not submit the phone he had with him at the time of the Demand on the 22nd of July. In cross-examination he admitted that he had two phones and he sent along in September the one he had on him at that time which was not the one he had with him on the 22nd of July.
67. The consequence of the admission at the Hearing means that he has never fulfilled the Demand made for the phone he had on 22nd of July and committed a further refusal to fulfill the Demand by hiding the fact he had two phones until he so advised at the Hearing.
68. The foregoing conduct is a breach of F.2.c. of the TACP.
69. The phone that was delivered in September 2017, following an elaborate charade before doing so, had no information prior to 31 July 2017. This conduct amounts to a breach of F.2.b. in failing to cooperate fully with a TIU investigation. The Player breached the rule in that the mobile phone that was provided was either tampered with or was part of a ruse to cover up other information related to a Corruption Offense.

70. In addition to the conduct with the second phone, there is an incomplete investigation interview which remains incomplete to this day. Once again there is a failure to cooperate fully with the TIU investigators.
71. Therefore, the foregoing conduct is a breach of F.2.b. of the TACP.
72. The breach of F.2.b. and c. are deemed to be Corruption Offenses because they come within the opening language of Section D where it is stated that: "... or any other violation of the provisions of this Program shall constitute a Corruption Offense for all purposes of this Program." Therefore I find that Zuluaga Gaviria has committed Corruption Offenses under Section D of the Program, i.e. the TACP.
73. Sanctions are provided for within Section H of the TACP. The opening words of Section H.1 state that penalties for Corruption Offenses are to be determined by the AHO after complying with the procedures set forth in Section G. The present procedure has been carried out in accordance with Section G. When asked by the AHO at the Hearing the Player agreed that he had every opportunity to present his case and felt that he had been dealt with fairly.
74. The discretion in respect of penalties granted to an AHO by the opening words of Section H.1 goes on to list illustrative guidelines contained in three sub clauses a., b., and c. For a Player the listed penalties may include those set out in clause a; and for a related Person in clause b of Section H.1.
75. The listed penalties in Section H. on Sanctions are dealt with in clause H.1.a. of the TACP. The particular Corruption Offenses being breaches of F.2.b. and c. of the TACP come within the language of:

*"(i) a fine of up to \$250,000 plus an amount equal to the value of any winnings..."; and,
(ii) ineligibility for participation in any event organized or sanctioned by any Governing Body for a period of up to three years; and,*

76. It is a Covered Person's (the Player's) responsibility in F.2.b. to *"cooperate fully with investigations conducted by the TIU..."*. That language suggests that this rule is to be applied to all manner of breaches of that responsibility be they inconsequential, minor or of a serious gravity. Therefore, in exercising my discretion to determine penalties I must assess the gravity of the breach involved.
77. In so doing I am also guided by the second sentence of F.2.b. that: *"No Covered Person shall tamper with or destroy any evidence or other information related to any Corruption Offense."* If an AHO determines that there has been tampering with; or, destruction of evidence; then, that will be considered non cooperation within the first sentence of F.2.b. In this case the second sentence applies.
78. A Covered Person upon receiving a Demand from a TIU investigator, as occurred here, is required to furnish the TIU with information regarding the possible Corruption Offense of which allegations are being investigated. That obligation is set out in F.2.c. That Section contains an inexhaustive set of examples of the types of information that might be requested. The applicable example on the facts herein is found in *"(i) ...computers, hard drives and other electronic information storage devices).. . "*
79. Zuluaga Gaviria did not comply with the Demand for his mobile telephone on his person on 22 July 2017. That Demand has never been satisfied. Although, the Player did try to engage in a charade that involved providing a phone that had no information on it prior to the ^{31st} of July. That phone was definitely not the one he had in his possession on the 22nd of July; or

the phone provided had been altered to factory default settings. In either of those different eventualities, the Player has engaged in deception that amounts to covering up evidence or failing to provide it and trying to deceive the TIU into determining that he had provided it. I find that the Player tampered with and destroyed evidence in the phone that was provided; or, replaced the phone; or, otherwise made the evidence unavailable.

80. The idea behind the TACP provisions on supplying information is based on a principle of those who are innocent have nothing to hide, and inversely by inference, that those who appear to be hiding something possibly may have reasons for doing so. The TIU is a civil body and has no coercive powers of investigation as law enforcement may have. Thus, the criminal principle that a person charged with a crime does not have to incriminate themselves has no application to a tennis player with knowledge or information concerning match or spot fixing. This type of activity is capable of destroying the integrity of the sport of tennis and must be dealt with by strong measures such as the TACP contains.
81. The investigative interview which began on 22 July 2017 has never been completed. The Player has failed to make himself available for the completion of that interview up to the date of this Hearing. Indeed, it is for that very reason that the Corruption Offense Notice was served on the Player in January of this year.
82. The gravity of the conduct in breaching F.2.b. and c. at the level of non-cooperation as an offense goes to the very heart of the TACP. The TIU has no coercive investigative powers. It is dependent upon the contractual agreement of the Player to cooperate fully with investigations conducted by the TIU. This principle must be rigorously observed and applied when a Player fails to cooperate. The conduct here is one of the most serious

categories of breaches of the TACP that could occur. Furthermore no justification for the Player's conduct has been proffered at all.

83. A Player who engages in the type of conduct exhibited in this case may well be engaged in a fallback position to receive a lighter charge of non-cooperation to avoid the more serious charges which the TACP provides for up to ineligibility for life. The TACP would be undermined if this is the case.
84. For all of the foregoing reasons the conduct in this case is at the top of a possible range. At least one phone is never turned over. The phone that was provided is apparently tampered with or new and the investigative interview has never been completed.
85. The gravity of the conduct in failing to make the phone available is aggravated by the failure to complete the interview process. These two matters combine to make this Player's conduct of the most serious nature. Therefore, a penalty at the maximum level is justified in this case. I set the period of ineligibility at three (3) years.
86. As an AHO I also have the power to fine the Player. I know that he is in restricted financial circumstances. However, his constant charade with the TIU investigators justifies some fine. When I examine the range of fines in other cases I conclude that a \$5,000.00 US fine is appropriate.

CONCLUSION

87. For all of the foregoing reasons I find that there has been a breach of the 2017 Program. The Player is to be sanctioned with the following:

ORDERS

88. Zuluaga Gaviria having committed a Corruption Offense under Section D by his breaches of F.2.b. and F.2.c. is ordered to pay a fine of \$5,000.00 US. Said fine to be paid no later than the end of the period of ineligibility.
89. Zuluaga Gaviria having committed a Corruption Offense under Section D is hereby declared ineligible for participation in any event organized or sanctioned by any Governing Body for three (3) years as provided for under Section H.1.a. (ii).
90. As prescribed in 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.
91. The Decision herein is appealable 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 30th DAY of APRIL 2018.

A handwritten signature in black ink, appearing to read 'Richard H. McLaren', written over a horizontal line.

Richard H. McLaren

AHO