

**IN THE MATTER OF PROCEEDINGS BROUGHT
UNDER THE ICC ANTI-CORRUPTION CODE**

Between:

THE INTERNATIONAL CRICKET COUNCIL

(On behalf of Sri Lanka Cricket, the Emirates Cricket Board and the Caribbean Premier League)

and

MR DEVON THOMAS

Agreed Sanction Decision

Introduction

1. The International Cricket Council (the “ICC”) is the international governing body for the game of cricket and as such is responsible for the development, co-ordination, regulation and integrity of cricket worldwide.
2. Sri Lanka Cricket (“SLC”) is the national federation responsible for the governance of the game of cricket in Sri Lanka and a Full Member of the ICC. The Emirates Cricket Board (“ECB”) is the national federation responsible for the governance of the game of cricket within the UAE and an Associate Member of the ICC.
3. As part of their continuing efforts to maintain the public image, popularity and integrity of cricket, and in particular to take the strongest possible stand against the scourge of match-fixing, as well as their obligations as a Member of the ICC, SLC and the ECB each adopted and implemented an Anti-Corruption Code which is applicable to Domestic Matches within their respective jurisdictions (the “SLC Code” and the “ECB Code” respectively). The SLC Code and the ECB Code set out the details of the conduct that, if committed by a Participant in relation to a Domestic Match, will be considered an offence under the applicable Code. It also provides a range of sanctions that are to be imposed in the event of the commission of an offence, and sets out the disciplinary procedures to be followed where an offence is alleged.
4. CPL Limited runs the Caribbean Premier League (“CPL”), an annual franchise domestic cricket event which takes place in the West Indies under the authority and jurisdiction of Cricket West Indies, the ICC’s Member Board in the West Indies. As part of its efforts to maintain the public image, popularity and integrity of the CPL, CPL Limited has adopted and implemented an Anti-

Corruption Code which is applicable to all matches within the CPL (the “CPL Code”). For the purposes of this Decision, the term Applicable Codes shall refer to the SLC Code, the ECB Code and the CPL Code.

5. By way of agreement between the ICC, SLC, the ECB and CPL, the ICC has been appointed as the Designated Anti-Corruption Official under the Applicable Codes for the purposes of these proceedings and all powers designated to SLC, the ECB, CPL and/or the Designated Anti-Corruption Official under the Applicable Codes have been delegated by SLC, the ECB, CPL and/or the Designated Anti-Corruption Official as appropriate to the ICC. The ICC therefore has conducted these proceedings under the Applicable Codes in its capacity as the Designated Anti-Corruption Official under each respective Code.
6. Devon Thomas is a cricketer who has represented the West Indies and participated in over 30 international matches, including 1 Test Match, 21 One Day Internationals and 12 T20 Internationals, having made his international debut in July 2009. He has also participated in various franchise leagues including the Lanka Premier League, the Abu Dhabi T10 and the CPL.

Status as a Participant bound by the Code

7. As a consequence of his participation in International and Domestic Matches, Mr Thomas constituted a Player and thus a Participant for the purposes of the Applicable Codes. As such, he was automatically bound by the Applicable Codes and agreed, among other things, (i) to comply with the Applicable Code; (ii) not to engage in conduct that would constitute a breach of the Applicable Code; and (iii) to submit to the jurisdiction of the relevant Designated Anti-Corruption Official to investigate apparent or suspected Corrupt Conduct that would amount to a violation of the Applicable Code.

Summary of relevant background facts

Lanka Premier League 2021

8. In November 2021, Mr Thomas was asked to engage in Corrupt Conduct in the Lanka Premier League (“LPL”) 2021. In particular, he was told that the person messaging him could get him into an LPL team, however, he would have to do “work” for the team owner also. In return for this “work” in 2 or 3 games, he would receive US\$15,000 per match, on top of his standard fee. The term “work” is commonly used by corrupters as another word for “corruption”.
9. In particular, once Mr Thomas was actually in Sri Lanka for the event, he received more specific instructions about the fix. He was told that the team owner wanted him to do “work” in the first game, where Mr Thomas would need to play a maiden over in the fifth over, as well as having to do something else in the third over. Mr Thomas was told to bat out a maiden when he was on strike as that would present opportunities for the corrupter on the betting markets.
10. Mr Thomas has admitted that he agreed to do the work for the team owner in exchange for getting a place in an LPL team. However, Mr Thomas’s explanation is that it was never his

intention to actually go through with any fixes, he just had to agree to the fixing in order to be selected for the team.

11. Despite agreeing to do the “*work*” when he was given specific instructions he refused to carry out any fixing in the first match of the LPL. He also reported the approach he had received to his team manager who told him not to worry about it and just go out and play. However, Mr Thomas has admitted that he did not report the approach to the Designated Anti-Corruption Official as he was required to do under the SLC Code.
12. Ultimately, Mr Thomas only played one match in the LPL as he was called up to international duty and had to leave the tournament.

Abu Dhabi T10 2021

13. Mr Thomas has also admitted receiving an approach in relation to Corrupt Conduct in the 2021 Abu Dhabi T10 event from his agent. In particular, Mr Thomas has stated that his agent had approached him and told him that a team wanted to pick him for the tournament (for a fee of US\$90,000) but in exchange for that fee he would have to do “*work*” for the team (although the team was not specified). Mr Thomas immediately told his agent that he was not interested in being involved in any Corrupt Conduct and therefore said no to the approach.
14. Mr Thomas was subsequently picked to play for the Pune Devils at the Abu Dhabi T10 2021.
15. Mr Thomas has admitted that he failed to report this approach to the Designated Anti-Corruption Official, or anyone else, stating that he did not take it seriously. However, he has accepted that he should have reported this to the Designated Anti-Corruption Official.

Caribbean Premier League 2021

16. Mr Thomas has also admitted having been approached regarding engaging in Corrupt Conduct at the CPL 2021. In particular, in advance of the CPL 2021, he was contacted by phone by an unknown individual who said “*Hi Devon, we would like to work together*”. Mr Thomas exchanged numbers with this individual and entered into a conversation with him.
17. During this conversation, after asking Mr Thomas about his lifestyle etc, this individual said that they were hoping to go to the Caribbean and watch some CPL games, and that he was hoping to get a few players on side. This individual asked Mr Thomas if he would be interested in travelling to Dubai, at this individual’s cost, so he could discuss “*cricket business*” and “*work*” with him. Mr Thomas said that he understood this to be an indirect approach from this individual about whether he would be interested in getting involved with fixing at the CPL.
18. Mr Thomas responded to this individual saying no, he was not interested in fixing as he was just making his way back into the international side and he did not want to risk that.

Caribbean Premier League 2022

19. Mr Thomas continued to engage in conversation with this individual over time. In July 2022, in advance of the 2022 edition of the CPL, when this individual again asked Mr Thomas to come to Dubai to discuss “work”, Mr Thomas asked the individual to transfer US\$500 to him to show that he was serious about his offer. Subsequently, US\$500 was transferred via Western Union to [REDACTED] in the USA. Mr Thomas has accepted that [REDACTED] received this amount and that it had been sent at his request in order for Mr Thomas to test the seriousness of the corrupter.
20. Mr Thomas has accepted that by asking this individual to send him US\$500, the individual would likely have understood this request to mean that he was interested in the offer to travel to Dubai, at his cost, to discuss “cricket business” and “work”. Mr Thomas has also accepted that he should have reported this payment to the Designated Anti-Corruption Official, but he did not.

Failing to cooperate with the ACU’s investigation

21. On 3 March 2023, Mr Thomas was served with a Demand by the ACU, in person, in which he was required to surrender all of his mobile devices to the ACU, immediately, in order to allow the ACU to review their contents for the purposes of their investigation. In response to this Demand, Mr Thomas handed over one mobile phone to the ACU and consented to its download.
22. It subsequently transpired that Mr Thomas had not surrendered all of his mobile devices to the ACU as he had been required to do. In particular, in his fourth interview with the ACU, held on 5 March 2023, he was asked about the fact that the phone he had handed over on 3 March did not include any messages relating to the current tour he was on, which was unusual. Mr Thomas was therefore asked if he had another phone, to which he responded clearly by saying that he only had one phone (with number ending [REDACTED]). Mr Thomas said that he no longer had his previous number (ending [REDACTED]), being the number that he had communicated with the individual about the LPL on, and that number had been blocked out of WhatsApp.
23. In his fifth interview with the ACU, also on 5 March, Mr Thomas admitted that he did actually have another phone, which he then surrendered to the ACU at that point (with number ending [REDACTED]). In this interview, Mr Thomas stated that he had not had that phone with him on 3 March as his partner had been using it and only brought it back to him the day before.
24. From a review of the second phone, the ACU was able to identify that the phone had been in Mr Thomas’ possession on 3 March when the Demand had been served, i.e. he could have handed it over. When this information was put to Mr Thomas by the ACU, he admitted that he had had the second phone with him on 3 March, but it had been in his hotel room at the time the Demand was served, not physically on his person.

Relevant Provisions of the Code

25. SLC Code Article 2.1.1 makes the following an offence: *Fixing or contriving in any way or otherwise influencing improperly, or being a party to any agreement or effort to fix or contrive in any way or otherwise influence improperly, the result, progress, conduct or any other aspect of any Domestic Match, including (without limitation) by deliberately underperforming therein.*

26. SLC Code Article 2.4.4 makes the following an offence: *failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code.*
27. SLC Code Article 2.4.6 makes the following an offence: *failing or refusing, without compelling justification, to cooperate with any investigation carried out by the Designated Anti-Corruption Official in relation to possible Corrupt Conduct under this Anti-Corruption Code (by any Participant), including (without limitation) failing to provide accurately and completely any information and/or documentation requested by the Designated Anti-Corruption Official (whether as part of a formal Demand pursuant to Article 4.3 or otherwise) as part of such investigation.*
28. SLC Code Article 2.4.7 makes the following an offence: *obstructing or delaying any investigation that may be carried out by the Designated Anti-Corruption Official in relation to possible Corrupt Conduct under this Anti-Corruption Code (by any Participant), including (without limitation) concealing, tampering with or destroying any documentation or other information that may be relevant to that investigation and/or that may be evidence of or may lead to the discovery of evidence of Corrupt Conduct under this Anti-Corruption Code.*
29. ECB Code Article 2.4.4 makes the following an offence: *failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code.*
30. CPL Code Article 2.4.4 makes the following an offence: *failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) full details of any approaches or invitations received by the Participant to engage in Corrupt Conduct under this Anti-Corruption Code.*
31. CPL Code Article 2.4.2 makes the following an offence: *failing to disclose to the Designated Anti-Corruption Official (without unnecessary delay) the receipt of any gift, payment, hospitality or other benefit, (a) that the Participant knew or should have known was given to him/her to procure (directly or indirectly) any breach of this Anti-Corruption Code, or (b) that was made or given in circumstances that could bring the Participant or the sport of cricket into disrepute.*

Disciplinary Proceedings

32. On the basis of the evidence obtained through its investigations, and the admissions made by Mr Thomas to the ACU and set out above, on 23 May 2023, the ICC charged Mr Thomas with four breaches of the SLC Code, one breach of the ECB Code and two breaches of the CPL Code as follows:

Charge No. 1 - Breach of Article 2.1.1 of the SLC Code, in that he contrived or was party to an agreement to fix or attempt to fix, contrive or influence improperly the result, progress, conduct or other aspect of matches in the Lanka Premier League 2021.

Charge No. 2 – Breach of Article 2.4.4 of the SLC Code, in that he failed to disclose to the Designated Anti-Corruption Official, without unnecessary delay, full details of the approach or invitations he received from another individual to engage in Corrupt Conduct in the Lanka Premier League 2021.

Charge No. 3 – Breach of Article 2.4.6 of the SLC Code, in that he failed or refused to cooperate with the Designated Anti-Corruption Official’s investigation when he refused to surrender all of his mobile devices to the ACU immediately upon receiving a Demand.

Charge No. 4 – Breach of Article 2.4.7 of the SLC Code, in that he obstructed or delayed the Designated Anti-Corruption Official’s investigation when he failed to surrender one of his mobile devices immediately upon receipt of a Demand, instead handing it over several days later.

Charge No. 5 – Breach of Article 2.4.4 of the ECB Code, in that he failed to disclose to the Designated Anti-Corruption Official, without unnecessary delay, full details of the approach or invitation he received, via his agent, to engage in Corrupt Conduct at the Abu Dhabi T10 2021.

Charge No. 6 – Breach of Article 2.4.4 of the CPL Code, in that he failed to disclose to the Designated Anti-Corruption Official, without unnecessary delay, the approach he received in relation to the CPL 2021 to travel to Dubai to discuss “cricket business” and “work”.

Charge No. 7 – Breach of Article 2.4.2 of the CPL Code, in that he failed to disclose, the payment of US\$500 he received, via [REDACTED], which was paid in circumstances which (i) he should have known was made in order to procure a breach of the CPL Code, or (ii) could have brought him or the game of cricket into disrepute.

33. The Notice of Charge also advised Mr Thomas that he had been provisionally suspended from the date of the Notice of Charge pending resolution of the charges.
34. By way of a letter agreement dated 19 April 2024, Mr Thomas formally admitted that he had committed the breaches of the Applicable Codes with which he had been charged.
35. This decision is issued pursuant to Article 5.1.12 of the Applicable Codes and sets out the sanction proposed by the ICC (on behalf of SLC, the ECB and CPL), and accepted by Mr Thomas for his admitted breaches of the Applicable Codes.

Agreed Sanction

36. Article 6.2 of the Applicable Codes provides that the range of permissible sanctions for the Article 2.1.1 charge is a period of Ineligibility of at least five (5) years up to a maximum of life, and in respect of the Article 2.4.2, 2.4.4, 2.4.6 and 2.4.7 charges, a period of Ineligibility of at least six (6) months and a maximum of five (5) years.
37. Article 6.1 of the Applicable Codes sets out the relevant factors that the Anti-Corruption Tribunal would be required to consider in determining the relative seriousness of the offence and thereby arriving at an appropriate sanction within that range.
38. It is acknowledged by the ICC that any sanction imposed must be proportionate. In considering what is proportionate, the ICC is entitled to weigh against the impact of a ban on Mr Thomas the importance of the objectives underlying the Applicable Codes, the seriousness of the particular

breaches of the Codes by Mr Thomas, the need to deter others from similar wrongdoing, the need to protect the image of sport, and (above all else) the need to maintain public confidence in the determination of the sport of cricket to stamp out corruption.

39. The ICC notes that in order to seek to adequately and effectively protect the sport of cricket against the threat of corruption, it is of paramount importance that Participants report approaches that they receive, that they fully cooperate with investigations conducted by the ACU and do not obstruct or delay such investigations, for example, by concealing, tampering with or destroying relevant information.
40. Relevant aggravating factors in Mr Thomas' case include the following:
 - 40.1. The number of separate offences committed, spanning three separate franchise tournaments.
 - 40.2. The fact that he has received numerous anti-corruption education sessions and therefore was fully aware of his responsibilities under the Applicable Codes. Indeed, Mr Thomas had previously reported a corrupt approach that he had received at a previous franchise tournament.
 - 40.3. Had the agreement that he made to engage in Corrupt Conduct during the LPL actually been carried out, it had the potential to affect the result of the relevant match, and damage the commercial value of the tournament.
41. Relevant mitigating factors in Mr Thomas' case include the following:
 - 41.1. Mr Thomas' admission of his breaches (albeit not at the first available opportunity) during the investigation process.
 - 41.2. Mr Thomas' prompt admission of his breaches following receipt of the Notice of Charge.
 - 41.3. Mr Thomas' remorse and contrition as expressed to the ACU.
 - 41.4. The fact that he has a previous good disciplinary record.
 - 41.5. The substantial assistance that Mr Thomas has provided to the ICC, and has agreed to continue to provide to the ICC, in relation to separate offences under the ECB Code involving other Participants.
 - 41.6. The fact that, other than charge no. 1, the offences did not substantially damage the commercial value and/or public interest in any match; and
 - 41.7. The fact that, other than charge no. 1, the offences did not affect the outcome of matches.

42. The ICC has considered all of the circumstances of this case, including giving Mr Thomas credit for agreeing an outcome that avoids the need for a hearing and so saves considerable time and money for use elsewhere in the fight against corruption, as well as the substantial assistance he has provided to the ICC in its enforcement of the Code and has considered relevant precedents. The ICC therefore considers that a period of ineligibility of five (5) years, of which eighteen (18) months is suspended, is reasonable and proportionate.
43. In order to avoid the eighteen (18) month suspended part of the sanction coming into effect, Mr Thomas must comply, in full, with the following conditions during the period of the initial 42-month period of suspension:
- 43.1 Mr Thomas will fully disclose, in signed witness statements, all information that he possesses in relation to the ongoing ACU investigation which he has provided information to the ACU on;
- 43.2 He will reasonably cooperate upon the ICC's request with the investigation and adjudication of any case related to that information, including (for example) presenting truthful testimony at a hearing convened before an Anti-Corruption Tribunal and/or CAS under the Anti-Corruption Code if requested to do so; and
- 43.3 He will not commit any other offence under the Applicable Codes or the anti-corruption rules of the ICC or any National Cricket Federation.
44. In circumstances where Mr Thomas reneges on his agreement to provide substantial assistance to the ICC (in the ICC's sole discretion), the ICC reserves its rights, in full, to revisit Mr Thomas' sanction and increase it accordingly, together with considering further and separate potential charges against Mr Thomas pursuant to Code Article 2.4.8.
45. Mr Thomas has agreed to this sanction. As such, a period of ineligibility of five (5) years, of which the final eighteen (18) months is suspended, is imposed.
46. In accordance with Article 6.4 of the Applicable Codes, Mr Thomas' period of ineligibility shall commence on the date of this decision, with credit being given for the period of provisional suspension he served from 23 May 2023.
47. During his period of ineligibility, Mr Thomas' status is as set out in Article 6.5 of the Applicable Codes, as follows:

"No Participant who has been declared Ineligible may, during the period of Ineligibility, play, coach, officiate or otherwise participate or be involved in any capacity in any capacity in any Match or any other kind of function, event or activity (other than authorized anti-corruption education or rehabilitation programs) that is authorized, organized, sanctioned, recognized or supported in any way by the ICC, a National Cricket Federation, or any member under the jurisdiction of a National Cricket Federation, or receive

accreditation to provide media or other services at an official venue or Match. National Cricket Federations shall take all reasonable steps within their powers to give effect to this Article 6.5 to the extent that they have the jurisdiction, power or ability to do so.”

48. In accordance with Article 7.2 of the Applicable Codes neither Mr Thomas nor the ICC (or SLC, the ECB or the CPL) shall have any right of appeal against this decision.
49. This decision constitutes the final resolution of the matter of Mr Thomas’ charges as currently issued by the ICC (subject to him complying with his agreement to provide substantial assistance as referenced above).

Conclusion

50. To summarise:
 - 50.1. Mr Thomas admits that he has committed the seven offences with which he was charged.
 - 50.2. A period of Ineligibility of five (5) years, of which the final eighteen (18) months is suspended, is imposed pursuant to Article 6.2 of the Applicable Codes, commencing on the date of this decision. Mr Thomas will receive credit for the period of provisional suspension he has served since 23 May 2023.
 - 50.3. Mr Thomas’ status during the period of Ineligibility is as set out in Article 6.5 of the Applicable Codes.
 - 50.4. This decision constitutes the final decision of the ICC in this matter and will be disclosed publicly, including on the ICC’s website.
 - 50.5. There is no need for any further hearing in these proceedings, which are hereby terminated.

Dubai, 19 April 2024