

THE FOOTBALL ASSOCIATION

and

DANIEL STURRIDGE

**DECISION OF A REGULATORY COMMISSION
OF THE FOOTBALL ASSOCIATION**

INTRODUCTION

1. In January 2018, Daniel Sturridge moved from Liverpool to West Bromwich Albion on loan. Other clubs had expressed an interest in Mr Sturridge during the January 2018 transfer window, including Inter Milan, Sevilla and Newcastle United. At various times in January 2018, bets were placed on Mr Sturridge's possible transfer. Some of these bets were placed by members of the Sturridge family and others known to them. When this came to the attention of the Football Association, it commenced an investigation.
2. Following its investigation, on 12 November 2018 the FA charged Mr Sturridge with nine alleged breaches of the FA rules relating to betting. These were amended by letter dated 20 March 2019, taking the total number of alleged breaches to eleven. The charges broadly fall into two categories. First, it is alleged that Mr Sturridge provided others with inside information relating to his possible transfer and that inside information was used for, or in relation to, betting. Second, it is alleged that Mr Sturridge instructed his brother to bet on his possible transfer. Mr Sturridge denies all the charges.
3. We heard evidence between 1 and 5 April 2019, and oral submissions on 30 April, which supplemented the parties' written submissions which were exchanged on 26 April. The FA was represented by Mr Christopher Coltart QC, assisted by members of

the FA Regulatory Legal team. Mr Sturridge was represented by Ms Jane Mulcahy QC and Ms Kendrah Potts, instructed by Mills & Reeve LLP. We are grateful to the parties and their legal advisers for the care with which the case was prepared and presented to us, the courtesy with which the hearing was conducted, and the assistance which we have derived from their written and oral submissions.

4. We were provided with a considerable volume of documentary evidence. Much of this was distilled into a timeline consisting of over 3,500 entries detailing events, messages exchanged between individuals (mostly in the form of WhatsApps) and bets placed.
5. The FA provided statements from two witnesses: David Matthews (an FA Senior Integrity Investigations Manager), and Stephen Emberson (an FA Intelligence and Integrity Analyst). Both attended the hearing and were cross-examined.
6. Mr Sturridge provided his own witness statements and also statements from eleven further witnesses: Dean Sturridge (Mr Sturridge's uncle and agent), Leon Sturridge (Mr Sturridge's brother), Clifford Bloxham (Senior Vice President of Talent & Properties at Octagon, Mr Sturridge's commercial adviser and former agent), Philippa Gamble (a consultant at Octagon), Professor Steve Peters (a consultant psychiatrist), X (a friend of Mr Sturridge)¹, Daniel Hemmings (a friend of Mr Sturridge), Derek Hemmings (the father of Daniel Hemmings), Mark Israney (a managing partner at Propus Partners LLP, an operational consultancy firm specialising in the gambling industry), Patrick Madden (Managing Director of Right Click Forensic Ltd, a computer forensic analysis company), and Tyler Roberts (a professional footballer with Leeds United). All of these witnesses attended the hearing and were cross-examined save for Ms Gamble and Mr Israney whom the FA did not require to attend. Daniel and Derek Hemmings gave evidence by video link from the USA where they live.
7. This is our decision and the reasons for it. We make two preliminary comments about our approach. First, in reaching our decision, we have carefully considered the evidence and submissions, together with the legal authorities to which we were referred. We do not refer to every item of evidence that we heard, or every argument

¹ We have used code letters and redacted passages in places in this decision to reflect the rights and interests of parties other than the FA and Mr Sturridge. We have provided an unredacted version to the parties themselves.

that was presented to us. To do so would unduly lengthen this decision. However, we have taken them into account. Second, whilst we consider each of the charges separately below, we have not examined any one charge in isolation from the others. Rather, when reaching our decision on any individual charge, we have taken account of the totality of our findings on the facts.

THE RULES

8. Mr Sturridge is charged with two breaches of Rule E8(1)(a)(ii) and nine breaches of Rule E8(1)(b).

9. Rule E8(1) of the FA Rules states as follows, so far as relevant to this case:

“(a) A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on –

(i) the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition; or

(ii) any other matter concerning or related to football anywhere in the world, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

...

(b) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for, or in relation to, betting.

(c) It shall be a defence to a charge brought pursuant to sub-paragraph E8(1)(b) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.”

10. Mr Sturridge is a Participant within the meaning of the FA Rules. The essence of these Rules, so far as relevant to this case, is as follows.

11. Rule E8(1)(a)(ii) prohibits a Participant from instructing any person to bet on the transfer of players. Mr Sturridge is charged with two breaches of this rule in that it is alleged that on 19 January 2018 he instructed his brother, Leon, to bet on him moving to Sevilla (charges 3 and 4).
12. Rule E8(1)(b) provides that a person is in breach of the rule where he provides inside information to any other person and that information is used by that other person for, or in relation to, betting. The term "*inside information*" does not appear in the rule but was used by the parties during the hearing as shorthand for "*any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time*". Where we use the term "*inside information*" in this decision, we use it in the same way, taking care to keep in mind the precise wording of the rule.
13. It will be appreciated that, on its face, there is a breach of Rule E8(1)(b) where the Participant provides inside information and the other person uses it for, or in relation to, betting. The strict nature of this breach is ameliorated by Rule E8(1)(c) which has been referred to in these proceedings as "*the regulatory defence*". Thus, it is a defence for the Participant to establish, on the balance of probability, that he provided the inside information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
14. Nine of the eleven charges brought by the FA against Mr Sturridge allege a breach of Rule E8(1)(b). These fall into three categories. First, it is alleged that he provided inside information to Leon and Michael Sturridge about his possible move to Inter Milan which they used for, or in relation to, betting (charges 1(a) and 1(b)). Second, it is alleged that he provided inside information to Leon about his possible move to Sevilla which Leon used for, or in relation to, betting (charges 2 and 5). Third, it is alleged that he provided inside information to Leon, Michael, Daniel Hemmings and X about his possible move to West Brom which they used for, or in relation to, betting (charges 6(a), 6(b), 7, 8, 9).

THE FACTS

15. We now set out our principal findings of fact.

Mr Sturridge's career

16. Daniel Sturridge has enjoyed a successful career as a premiership footballer and England international. In July 2003, he moved from Coventry City to Manchester City. In July 2009, he was transferred to Chelsea where he remained until January 2013 save for a loan spell with Bolton between January and May 2011. In January 2013, he was transferred from Chelsea to Liverpool, to whom he returned following his loan spell with West Brom between January and May 2018.

Mr Sturridge's family

17. Mr Sturridge's immediate family have been closely involved with, and supportive of, his career. His father, Michael, and his father's brother, Dean, were also professional footballers. Michael has advised Daniel throughout his footballing career.² In 2016, Dean entered the football agency business and currently works as an agent through Sturridge Sports Management, a business in which Michael also has an interest. Dean has been Daniel's agent or registered intermediary for the past three years, and remains so, having taken over this role from Octagon. Dean has other clients, in addition to Daniel, including Tyler Roberts, the Leeds player who gave evidence before us.
18. Daniel has also been supported in his career by his mother (Grace), his brother (Leon), and his sister (Cherelle). Over the years, Daniel has been in the habit of discussing his career with his parents and siblings and, particularly latterly, his uncle. When Daniel moved from Manchester City to Chelsea, members of his immediate family moved with him to London to be with him. In turn, Daniel has been supportive of his family financially. He has made regular payments to them and has also bought them houses. Daniel has been philanthropic in other ways. In 2014, he established the Sturridge Foundation, the aim of which is to raise money to improve the lives of underprivileged children in England and Jamaica. In the same year, he set up the Sturridge Football Academy, the purpose of which is to help young players achieve their aspirations of becoming professional footballers.

² In the remainder of this decision, we generally refer to members of the Sturridge family by their first names. This is done with the aim of clearly identifying who is being referred to, and with no disrespect intended.

19. [REDACTED]

20. [REDACTED]

21. Another family member who features significantly in the evidence is Anthon Walters. Anthon is the son of Michael’s aunt, and so is Michael’s first cousin. He is in his 20s. It appears that Michael and Anthon spent time together socially in the latter part of 2017, including by going out to parties. Anthon would drive them to places in Michael’s car. Michael’s aunt and her family, including Anthon, spent Christmas Day 2017 at the home of Daniel’s parents with their family, including Daniel, although this was unusual. Daniel said that he was not close to Anthon and did not have much contact with him personally.

Mr Sturridge’s situation at the start of 2018

22. Daniel faced several challenges at the start of 2018. In footballing terms, he had suffered a number of injuries during his time at Liverpool. He had battled back to full fitness by the start of the 2017/18 season but was not a regular starter for Liverpool during the first half of the season. He was frustrated by this, especially since he wanted regular first team football to maximise his chances of selection for the England World Cup squad the following summer.

23. Mr Sturridge faced other personal pressures at this time, including costly and unforeseen remedial works to his London house, [REDACTED] [REDACTED] issues with one of his main commercial sponsors, [REDACTED] [REDACTED].
24. The combination of these factors left Mr Sturridge feeling very low at the turn of the year. He was keen to seek a move to another club where he had the prospect of regular, first-team football at a competitive level.
25. In November and December 2017, members of the public placed bets on Daniel moving to other clubs, including Newcastle, West Ham and one bet on him moving to West Brom (on 27 December 2017), as well as bets on him staying at Liverpool.

Possible moves to Inter Milan and Sevilla

10-12 January

26. On Wednesday 10 January 2018, an article was published in The Sun newspaper under the headline *"Daniel Sturridge 'offers his services to Inter Milan' and Nerazzurri boss Luciano Spalletti is considering Liverpool striker"*. On the same day, a member of the public placed a bet on Daniel moving to Inter Milan.
27. On the following day, 11 January, Dean spoke by telephone to an agent, Paolo, acting on behalf of Inter Milan who showed interest in a possible move for Mr Sturridge to Inter. On 12 January, Dean messaged Daniel *"Fuck it stay out of squad" "This Inter Milan is real"*. Daniel responded *"Cool with me"*.

15 January

28. On Monday 15 January, in the morning, Dean messaged Daniel that he had just had a call from an agency on behalf of Sevilla who wanted to meet Dean. A meeting was suggested between Dean and the agency that evening. It appears that Daniel, Dean and Michael had a call that afternoon, during which they were likely to have discussed Daniel's transfer situation. Dean also spoke to Michael that afternoon about a proposed trip to Inter Milan and later reported on this call to Daniel.
29. Around 5pm the same day, Inter Milan made Liverpool an offer for the temporary (loan) transfer of Daniel. Whilst Paolo told Dean that Inter had made an offer,

Liverpool did not confirm this to Dean (or Daniel) until late on Wednesday 17 January. Dean and Michael spoke again that evening.

16 January

30. Dean messaged Daniel the following day, Tuesday 16 January, to tell him that the meeting with the agency purportedly representing Sevilla had not gone ahead the previous evening because the agency had pulled out. Dean explained that he and Michael had talked to Kenneth Asquez, another agent representing Sevilla. Daniel messaged Dean at 1.29pm, "*Kenneth will let us know tonight*" "*if they're serious if not it's gonna have to be inter ini*" "*Sevilla have had long enough*". At 2.14pm, Daniel messaged Dean, "*Coming increasingly obvious inter is only real option*".
31. Shortly after 4pm, Dean messaged Daniel and Michael informing them that he had just had a phone call from Paolo on behalf of Inter Milan. The message from Dean concluded with the words "*Still 100% on schedule for flying across on Thursday*", which was a reference to a proposed visit by Dean and others to Milan on Thursday 18 January.
32. 16 January was Leon's birthday. Daniel called his brother shortly before 6pm, when they spoke for over seven minutes, and again just before 9pm when they spoke for a little under four minutes. At 9.53pm, Daniel messaged Leon that he would "*be 25 leaving just finished eating*". This was a reference to the fact that Daniel would shortly be leaving home to join Leon, who was at his parents' house in Sandbach, Cheshire to celebrate his birthday. Daniel arrived at about 11pm. Daniel's parents, brother Leon and sister Cherelle were already there. Daniel's evidence was that the family talked about his future at Liverpool and about potential transfer options. The trip to meet with Inter Milan on the Thursday came up during the conversation and the fact that Michael and Dean were going to fly to Milan for the day, provided that Liverpool gave permission. Daniel left his parents' house very late.

17 January

33. In the early hours of Wednesday 17 January, a number of bets were placed on Daniel moving to Inter Milan. One of these was a £50 bet placed at 1.16am by Matthew Legge, a friend of Leon, who works for Y, a well-known betting company. Leon's evidence was that he is a member of a WhatsApp group where betting and football are regular

topics of discussion. Leon said that he messaged the WhatsApp group that evening (16 January) to tell them that Michael and Dean were flying to Italy to meet with Inter about a transfer for Daniel. Other bets were placed by two friends and Y colleagues of Matthew Legge (Joshua Burrows and Jordan Hansbury) in the early hours of 17 January. Leon did not place a bet on Daniel moving to Inter Milan. He said that he did not believe that Daniel would move to Inter Milan because he would not be selected ahead of Inter's main striker, Icardi.

34. At 1.37am, Anthon Walters (Michael's cousin) attempted to place a bet with Paddy Power for £13,830 on Daniel moving to Inter Milan. Anthon opened a Paddy Power account for this purpose but the bet was rejected. However, shortly after 2am Anthon succeeded in placing a bet for £10,000 on the same transfer at odds of 17/10. According to the FA, between 10 January 2018 (when the Sun article was published: see para 26 above) and 17 January 2018 (when Anthon placed his bet), 83 bets were placed or attempted to be placed on Daniel moving to Inter Milan.
35. At 1.43am, Leon called Daniel and they spoke for 2 minutes and 38 seconds. The explanation for this call, given by both Daniel and Leon, was as follows. Whilst at their parents' house the previous evening, Daniel had given Leon two pairs of trainers as a birthday present. Leon had put these in his car and opened them when he got home. He found that they contained a substantial amount of cash and he called Daniel to thank him.
36. Daniel was also in touch with his friend Daniel Hemmings in the early hours of 17 January. Mr Sturridge and Mr Hemmings had seen each other when Mr Hemmings had visited the UK in January 2018. He was now back in the USA. They had been in touch with each other during the evening (UK time) on 16 January. At 2.07am on 17 January, Mr Hemmings messaged Mr Sturridge, "*Looked all over the place online bro, only bookies offering it is UK, some offshore, I'll see if I can contact a Vegas bookie*" "*Some was 3/1*". Mr Sturridge replied, "*You'd have to ask them bro*" "*Which ones are 3/1*" "*Send the link*". The FA contends that Mr Sturridge was asking Mr Hemmings to check the odds on him moving to Inter Milan. Mr Sturridge and Mr Hemmings denied this saying that they were talking about two forthcoming American football (NFL) matches that were taking place on 21 January: Jacksonville Jaguars v New England Patriots and Minnesota Vikings v Philadelphia Eagles. Mr Sturridge had become interested in

American football and took part in an NFL fantasy league WhatsApp group. Mr Sturridge and Mr Hemmings had a facetime call starting at 2.49am which lasted 34 minutes and 13 seconds and another at 3.39am lasting 1 minute and 27 seconds. There was some support for their evidence about investigating NFL odds in that, in the early hours of 22 January (UK time), Mr Hemmings messaged Daniel, *"Told u Vikings can only perform at home"*.

37. Throughout 17 January, many messages were exchanged variously between Daniel, Dean and Michael about interest from Sevilla and Inter Milan. Dean was in Germany that day because his son, also a footballer, was having an operation related to an injury.
38. During the morning, Dean sent Daniel messages from Kenneth Asquez, with the text of a draft email that Sevilla intended to send to Liverpool expressing interest in Daniel, and from Mike Edwards, Liverpool's Sporting Director, saying that there was nothing to report - he would let Dean know *"if and when"*. At 11.31am, Dean messaged Daniel *"It's definitely no flying anywhere tomorrow"*.
39. During the early afternoon, Dean and Daniel continued to exchange messages. Dean had spoken to Paolo who did not understand how Mike Edwards of Liverpool had not called Dean given that Inter had made an offer for Daniel the previous day. Daniel thought that Sevilla could not pay the loan fee required for him to move there.
40. At 12.50pm, Daniel messaged Dean, *"It's a long day init" "Let's have a look" "It's been gambled down to evens I'm astonished"*. Dean responded *"It went to 4/6! It is in my mind because Swansea want Andre Silva" "Bookies have seen that striker potentially leaving Inter so putting 2&2 together" "Paolo did say that they can't get rid of Silva quick enough"*. At 1.22pm, Dean sent Daniel a screenshot from oddschecker showing odds of 4/6 on Daniel moving to Inter Milan. Dean added *"If that goes evens panic!" "We want it going to 1/12!!"*. Daniel replied, *"Real talk"*. The FA accepts that these exchanges reveal Daniel and Dean checking the betting odds to see what light they shed on the likelihood of Daniel moving to Inter Milan. Shorter odds suggested that the betting companies thought such a move more likely, whether because of information or bets they had received to that effect. Dean's comment - *We want it going to 1/12!!* - meant that he wanted the odds to shorten to 1/12 (or 12 to 1 on) which would suggest it was increasingly likely that Daniel would move to Inter.

41. At 2.14pm, a journalist sent Dean an article with the title *“Thousands staked on Sturridge to join Inter Milan in the last few hours”*. Dean forwarded the journalist’s email to Daniel, Michael, Clifford Bloxham and Philippa Gamble. Daniel responded to Dean with *“Thoughts?” “We missed the boat on winning money that’s for sure”*, followed by a laughing emoji. Daniel added, *“What’s strange in life is there are gamblers who take risks without knowing the facts and they are the ones who win because they gamble” ““Gamble”” “Would have been a nice touch to have our family members make some money with a little bet on it”*. Dean responded, *“Lol! I gave up ages ago! I sent it to Clifford and Phillipa too...” “Gambling a mugs game I found out blood” “Paolo still not come back so I will feel happier when he does”*. Daniel replied, *“Real talk 1000” “I don’t do it”*. Dean then commented, *“That’s why you are a multi millionaire”*.
42. During the late afternoon of 17 January, there were calls between Dean and Michael, Daniel and Michael, and Daniel and Dean. At 7.19pm, Dean messaged Daniel that he had just had a conversation with Mike Edwards, Liverpool’s Sporting Director, who had given permission for Daniel and his advisers to speak to Inter Milan. As a result, Dean said, he, Michael and Clifford Bloxham would fly to Milan the following day.
43. At about 7.30pm, Dean called Michael twice, lasting in total just under 2 minutes. Shortly after those calls, Dean messaged Daniel *“I AM AMAZED AT PEOPLE LIKE YOU ARE ABOUT GAMBLERS” “your dad just said what’s happening!” “I have sent all 3 of them the same thing I sent you!!!”* Daniel replied, *“Lol smh”* (meaning *“shaking my head”*). Dean gave evidence as to what he meant by these messages. He had spoken to Michael who had asked him what was happening. Dean was frustrated by the fact that Michael had not read the messages that Dean had sent him while with his son at a hospital in Germany. This led Dean to comment that he was amazed at people (ie Michael), just as Daniel was amazed at people gambling (as Daniel had said to Dean earlier that day). We accept Dean’s explanation of these messages.
44. At 11.18pm, X, a friend of Daniel’s from schooldays, messaged Daniel, *“Let me know if you want to chat anything through geez, here as a sounding board if you need it nif”*. Daniel replied, *“All is good geezer”*.

18 January

45. On Thursday 18 January 2018, Dean, Michael and Clifford Bloxham travelled to Milan to meet with Inter Milan. Their flight left shortly after midday. During the course of the morning, Daniel spoke separately by telephone to Dean, Michael and Leon. Dean also messaged Daniel to tell him that he had arranged to meet Kenneth, the agent for Sevilla, the following day. He wrote, *"Inter have offered 2 million as a loan fee and £750,000 bonus...then 24m option of a permanent transfer...Sevilla want to pay NO loan fee and MAYBE put a deal in place of 10 million permanent...so it's obvious the numbers don't stake up"*. He told Daniel, however, that Kenneth said wages were covered. Daniel commented, *"Inter a bigger club though"* and *"Whichever manager wants me more"*.
46. In the early afternoon of 18 January, Daniel asked Leon to check the odds on him moving to Sevilla. At 1.49pm, Daniel messaged Leon, *"What's the price to me going to Sevilla" "Cause I'm considering there more than Inter if they put the money up" "Spanish league better for me"*. Leon responded at 1.51pm that the odds were *"Not even up there"*. Leon tried to call his friend Matthew Legge, who worked for Y. Leon told us that, unable to get through, he sent a message to the same WhatsApp group that he had messaged on 17 January, to see if anyone knew of any odds. At 2.03pm, Daniel messaged Leon, *"Ask a bookmaker or someone you know and find out"*. Also at 2.03pm and 2.18pm, Joshua Burrows and Matthew Legge placed bets of £8.56 at 10/1 and £15 at 7/1 respectively on Daniel moving to Sevilla.
47. At 2.13pm and 2.20pm, Leon called Daniel, the calls lasting a total of 2 minutes and 18 seconds. Their evidence, in short, was that Leon told Daniel that he was going to put *"a grand"* on him moving to Sevilla and that Daniel told Leon not to be so stupid.
48. After 11pm that evening, having arrived back from Milan, Dean and Michael sent messages to Daniel. Michael wrote, *"Going on next meeting 2 morrow & then I say after we talk what is situation son"*. Dean wrote, *"Just got back exhausted...went ok not convinced. They were honest to be fair. Not confirmation yet of closing deal from there end. We'll see...Sevilla meeting at 3pm tomorrow"*. In response to Daniel's asking his overall thought process, Dean said *"I think Sevilla always thought Spain...So I hope he comes with goods tomorrow. Your dad thinks Inter will not follow through with the deal...I think they will although they asked questions like they need convincing...so deffo 50/50..."* Daniel and Michael spoke by telephone for about 10 minutes at about half past midnight.

19 January

49. On Friday 19 January 2018 during the morning, Daniel and Dean had a number of telephone conversations. At 12.20pm, Leon called Daniel and they spoke for a little over three and a half minutes. Their evidence was that Leon asked about Daniel's move.
50. At lunchtime, Daniel had an appointment at the dentist. At 2.32pm, Dean sent him a screenshot of a message from a journalist asking if it was right that Daniel did not want Inter. When Dean responded no and asked the journalist where he got that from, he replied that it seemed to have been written elsewhere that Daniel wanted Sevilla. Dean added a comment to Daniel, "*So Mike Edwards is putting it out there*". Daniel agreed and suggested that Liverpool wanted a player from Inter and were trying to get a good dialogue going with Inter for a bid in the summer for an Inter player.
51. At 2.37pm, Daniel messaged Leon, "*Put the grand on Sevilla I'll give it you back if you lose*" "*But wait until 6pm*" "*They're having their meeting at 3 so will know for sure my outcome after that*". Leon responded, "*Ok cool g*". Leon then tried to call Matthew Legge and called Adam Grocott, who also worked for Y, and discussed Daniel's transfer odds with Adam Grocott by text.
52. At 3.48pm, Dean messaged Daniel, "*Going very well playa*". This was a reference to the meeting with Kenneth Asquez on behalf of Sevilla. Dean's evidence was that, despite this initial indication, Kenneth failed to put forward any firm financial offer and Dean left the meeting feeling frustrated that the two clubs he had met over the past two days (Inter Milan and Sevilla) appeared to be unrealistic options for Daniel. Shortly after 8.30pm, Michael called Daniel several times, the calls lasting over 15 minutes in total.
53. At just after 10pm that evening, Leon messaged Daniel, "*What's the latest bro*". Daniel replied, "*Still waiting g g*". Leon asked, "*Sevilla said anything*". Daniel responded, "*Looking more like Sevilla than inter provided Sevilla pay the wages*". Leon wrote "*It's now 4/1*". Daniel added, "*Which apparently they're going to do*" "*It'll be higher elsewhere*" "*Find it and put it on*" "*I can't see me going anywhere else*". Leon said, "*Ok bro I'll do it in morning*". Daniel's explanation for these comments to his brother was that his brother was nagging him and he wanted to get him off his back. In the event, Leon did not place any bets on Daniel moving to Sevilla.

20 January

54. On Saturday 20 January at 11.05am, Leon spoke to Daniel by telephone for a little under 2 minutes. Daniel's evidence was that Leon again asked about the meeting with Sevilla. Daniel asked Leon, as he had done before, why he would gamble when he didn't need to and told him he shouldn't be doing it. Leon confirmed this account and said that he knew Daniel was annoyed with him, so he decided not to place a bet.

21 January

55. On Sunday 21 January at 10.44am, Dean messaged Daniel that he would know Inter's decision around lunchtime or early afternoon at the latest. He added that Kenneth was chasing Sevilla with no reply at the moment. In the event, Inter never reached an agreement with Liverpool, and no offer from Sevilla was forthcoming.
56. At 10.46am Dean messaged Daniel that he had not had any contact from Roma however *"interest is there"*. At 1.30pm, Daniel messaged Leon, *"Check the price for me to Rome"*. At 3.52pm, Leon replied, *"No price"*.
57. At 5.46pm, Dean messaged Daniel, *"I have passed all this info to your mom and dad so they up to speed on EVERYTHING"*.

The loan move to West Brom

23-24 January

58. On Tuesday 23 January 2018, West Brom made Liverpool an offer to take Daniel on loan. On 24 January, Mike Edwards, Liverpool's Sporting Director, told Dean that Liverpool had accepted West Brom's offer.

25 January

59. On Thursday 25 January, Anthon Walters messaged Daniel. This was unusual in itself, there being no evidence to suggest that they were in frequent contact with each other. At 10.56am, Anthon messaged Daniel, *"Yo cuz u good"*, to which Daniel replied about forty minutes later *"Here chilling fam"*, *"Wah gwan"* (meaning *"What's going on"*). Anthon replied *"Same uno g is it game over for that thing or still hope fam?"*. Anthon sent a further message just under four hours later, which simply contained a question mark, *"?"*. Daniel responded, *"No news"*, to which Anthon immediately replied *"Okok"*.

26 January

60. On Friday 26 January, Newcastle United contacted Dean about a potential loan move, suggesting there might be some movement from Newcastle later that night. Dean forwarded the message to Daniel at 6pm.
61. At 9.03pm, Dean sent Daniel a screenshot of skybet odds on Daniel transferring during the January window. These included West Brom at 20/1 and Newcastle at 33/1. Dean commented "*Get on Newcastle now!!*".

27 January

62. On Saturday 27 January, X messaged Daniel, asking "*How are you going mate?*". Daniel replied, "*It's coming to crunch time as you say bro*" "*Wednesday is a go*" "*I'll be off to somewhere*" "*So let's see*". X replied, "*Good to hear ledge*" "*Wherever you go nif, I'll be there in a minute to come visit*" "*How are you mate?*". Daniel responded, "*Yeh I'm great mate*".

28 January

63. At 11.29am on Sunday 28 January, Dean sent Daniel a link to an Italian press report that Inter Milan had ruled out a move for Daniel. Daniel commented, "*Looks like we've just got the choice of the prem*".
64. At about 4pm, Daniel travelled to his parents' home in Sandbach. Michael, Grace, Daniel's grandfather and Cherelle were there. At 4.14pm, Dean messaged Daniel with various items of transfer news or speculation, including that West Brom were looking to get in Troy Deeney from Watford.
65. At 6.21pm, Daniel spoke by telephone to Rafa Benitez, the Newcastle manager about a move to Newcastle. At 6.44pm, there was a facetime call from Grace to Leon, which lasted over six minutes. It is likely that other family members present at Grace and Michael's home chipped in with their views as to what decision Daniel should make regarding whether to leave Liverpool and, if so, to which club. At 7.25pm, Daniel had a call with Alan Pardew, the West Brom manager.
66. At 8.40pm Dean forwarded Daniel a message from a journalist that a bid had been made for Troy Deeney. At 8.57pm, Dean sent Daniel a screenshot of transfer betting odds for Daniel, showing odds of 8/1 on West Brom. Dean commented "*So much for*

making a killing if WBA move does come off!". Daniel replied, "Smh". At 8.58pm, Dean sent Daniel a screenshot showing odds of 1/3 on Troy Deeney moving to West Brom. Just after 9pm, Newcastle told Dean that they had made an offer to Liverpool, which he passed on to Daniel.

67. After 8pm on 28 January, a large number of bets were placed on Daniel moving to West Brom.
68. At 8.10pm, Leon called Naomi Thorpe, his girlfriend's cousin. The call lasted 23 seconds, followed by another call a minute later which lasted for 26 seconds. At 8.12pm, Ms Thorpe called Paddy Power who rejected a £1,000 bet on Daniel moving to West Brom. She successfully placed a bet of £25 at 8.28pm.
69. Meanwhile at 8.11pm, Anthon Walters called Paddy Power and tried to place a £3,000 bet, which was rejected. He successfully placed a much smaller bet of £25 at 8.47pm. Matthew Legge, Leon's friend, placed a bet of £10 at 8.45pm. Richard and Gemma Podmore, who are neighbours of Daniel's parents, placed eight bets that evening of £100 or less between 9.25pm and 11.27pm.
70. Between 8.28pm and 9.13pm, Leon placed three bets of £30 in his own name and another of £20 was placed in his partner's name. He tried to place further bets of £300, £100 and £30 that were rejected by the betting companies.
71. At 8.25pm, Daniel messaged his friend Daniel Hemmings, who was in the USA, and said "Do me a favour and check online what the price is for me to go to West Brom" "I might move back to Birmingham bro". Mr Hemmings responded "ok" at 9.08pm, and at 9.11pm he wrote "I don't even see odds for West Brom". Mr Sturridge replied 21 seconds later "Look real quick playa". 13 seconds later, Mr Hemmings sent Daniel a screenshot from oddschecker showing the odds on Daniel moving to a number of clubs but not West Brom. Mr Sturridge replied at 9.12pm "Ask for where west brom at?". At 9.14pm, Mr Hemmings responded, "Think I found it" and then sent a screenshot from Paddy Power showing odds on Daniel moving to West Brom of 5/6. At 9.15pm, Mr Hemmings wrote "That shit changed fast" followed by a Paddy Power screenshot showing odds of 6/4 on Daniel moving to West Brom. Mr Hemmings added "Went from 5/6 to 6/4", to which Mr Sturridge responded, "6/4 is better odds than 5/6 btw". At 9.17pm, Mr

Hemmings said *"So what u wanna do"*, to which Mr Sturridge replied *"Odds too short fam"*.

72. At 9.21pm, Mr Hemmings sent another screenshot showing odds of 4/1 on Daniel moving to West Brom. At 9.24pm, Mr Sturridge wrote *"Sky bet?" "It's worth a flutter"*. At 10.01pm Mr Hemmings sent another screenshot showing odds of 5/1 on Daniel moving to West Brom with a comment *"Better odds"*. Mr Sturridge said that he then facetimes Mr Hemmings to talk through his options because he was still completely undecided what to do regarding a transfer. Mr Hemmings briefly mentioned the odds again but Mr Sturridge told him that he should forget about it and shouldn't bet, to which Mr Hemmings said he hadn't been planning to. This evidence was supported by Daniel Hemmings and Derek Hemmings, who said that he walked in on his son when he was facetimeing Mr Sturridge. Daniel Hemmings did not bet on Mr Sturridge's transfer.
73. Daniel was also in contact with X on 28 January. At 8.46pm, Daniel messaged X asking him to call him when he was done at the cinema. X called Daniel and they spoke for a little under 25 minutes. The call started at 10.43pm and so would have finished at about 11.07pm. At 11.12pm, X placed two bets, one for £5 on Daniel moving to Newcastle and one for £25 on him moving to West Brom. At 11.48pm, X messaged Daniel, *"I'd speak with Pardew one more time mate and iron out where he ranks rondon/Rodriguez and what's going on with Deeney"*.
74. At about 10pm, Liverpool confirmed that it had accepted Newcastle's offer for Daniel. Personal terms were also agreed with West Brom that evening after 10.30pm. Dean spoke with Daniel briefly by telephone at 10.45pm and again for over fifteen minutes at 11.17pm. There was another call between Daniel, Dean and Michael at 11.34pm, which lasted a little under eight minutes. Daniel dropped off that call. Dean's evidence was that Michael's view at the end of that call was that Daniel's *"head had gone"*, meaning that he could not decide what he wanted to do. Daniel's evidence was that he needed to sleep on the decision.

29 January

75. The following day, Monday 29 January, Alan Pardew messaged Mr Sturridge at 9.06am expressing his hope that Daniel would move to West Brom and asking for an answer before noon.
76. At 10.11am, Mr Sturridge continued his WhatsApp exchange with X from the previous evening. At 10.46am, X asked, *"What did Dean say last night"*. Mr Sturridge replied, *"Everyone said WBA/Dad leon grandad dean and mom/Only person no was Cherelle"*. X then placed three more bets between 10.59am and 11.38am of £20, £100, and £36.82 respectively on Mr Sturridge moving to West Brom.
77. At 10.58am, Daniel forwarded to Dean the message that he had received that morning from Alan Pardew. At 11am, Dean asked Daniel *"Where your head at?"*. Daniel replied at 11.02am, *"Still in deep thought. I think it's the best option although historically Newcastle are a better team. I think I'd play every week at either club but I agree in that WBA are probably a better side in the sense of players playing with Me." "Especially formation wise which is always key. I think it's important for me to play at this point. I can't think or wait on something coming from left field when I've no idea what will happen really and truly."*
78. At 11.47am, Mr Sturridge messaged Alan Pardew to confirm that he agreed to move to West Brom. In the afternoon, he passed a medical, completed the paperwork and signed for West Brom.
79. At 1.49pm, Anthon Walters called Paddy Power. He asked to check a bet on Daniel Sturridge to Newcastle and was given odds of 4/6. He said he was looking to put on £1,000 but was told that the maximum he could place was £250. At that point he asked for the odds on West Brom, and was given 3/1. He asked if he could place a bet of £1,000 although he said he wanted to put on more. The maximum bet that Paddy Power allowed him to place was £100 on Daniel Sturridge to West Brom at 3/1. Mr Walters placed the bet at 2pm. Shortly after 2pm, bets were placed in the name of Cherelle Edwards (Leon's partner) for £50 and £25 on Mr Sturridge moving to West Brom. At 2.11pm, X placed a bet of £10 on Mr Sturridge moving to Newcastle.
80. On the evening of 29 January, Mr Sturridge went out for dinner with Dean, Michael and Tyler Roberts. Dean was the agent for Mr Roberts who, at the time, was a West

Brom player. He was transferred to Leeds United later that week. Leon joined them later during the evening at the restaurant.

81. At 9.59pm, Anthon Walters messaged Daniel sending him a screenshot of an online news article about Daniel's move to West Brom with a photo of Daniel in a West Brom shirt. Anthon added the comment "*Nooo lol nah hope it goes well for ya cuz*".
82. Daniel, Dean and Tyler Roberts gave evidence that, during the dinner, Michael mentioned that Anthon had lost money betting on Daniel moving to Inter Milan and produced a copy of the betting slip on his phone. Daniel's evidence was that this was the first he heard of Anthon betting on him and he was really taken aback. He did not believe his dad at first. Dean said that the relationship between Michael and him was already strained at this time and he could not understand why Anthon would have placed the bet or why Michael was involved. He said he did not know anything about Anthon's bet until it came up at the meal. Mr Roberts said in an interview with the FA (confirmed by him in evidence to us) that a row ensued between Dean and Michael about this. According to Mr Roberts, Daniel was "*a bit like, what the hell?..he was kind of just like looked at his dad, kind of gave him a look to say like, 'What are you doing?' but never said anything, just kind of let Dean deal with it*". Later that evening, Dean and Daniel left together and stopped off at Harvey Nicholls store where Daniel had arranged to buy some kit for training the following day. Dean and Daniel then drove to a hotel where they stayed overnight before Daniel's first day of training with West Brom. Their evidence was that they did not discuss Anthon's bet which Michael had brought up over dinner.
83. At 11.33pm, Michael sent Daniel a WhatsApp with a screenshot showing Anthon's £10,000 bet on Daniel to move to Inter Milan. Daniel did not reply.

February 2018

84. On 15 February 2018, Daniel messaged his father, Michael, "*Some dude just told me the horse square parts is gonna win at 7:30 and he put 3k on it*" "*Spare parts is the name*". Michael replied, "*What price is the horse*".
85. The following day, Daniel responded to Michael's message of the previous day, "*It was 2-1 I think I didn't bet dunno if it won*". Michael replied, "*I lost one thousand pounds on the horse I take 5/2 price I watch race it lead from front until inside final furlong another horse pass*

him and he come second". Daniel commented, "Wtf". Michael then sent Daniel a screenshot of his betting slip showing his £1,000 bet on Spare Parts at 5/2 with William Hill.

FA Interviews

86. By letter dated 2 March 2018, the FA informed Mr Sturridge that it wanted to interview him about suspicious betting activity on accounts held by individuals linked to him. The letter was sent to him at West Brom and also emailed to officers of the club. Mr Sturridge was in the USA at the time receiving treatment for an injury but returned home soon after. Shortly after his arrival, he spoke to Leon at a family lunch and mentioned the letter. Leon told Daniel that he had placed one bet on him for £30. It was untrue that Leon had only placed one such bet, as Mr Sturridge discovered during his first interview by the FA on 14 March 2018. He was interviewed for a second time by the FA on 16 July 2018.

LEGAL ISSUES

87. The parties raised a number of legal issues in their submissions, to which we now turn.

Interpretation of the FA Rules

88. On behalf of Mr Sturridge, Ms Mulcahy submitted, first, that legal certainty is a fundamental principle of any developed legal system. The central tenet of legal certainty is that before embarking on a course of action, an individual must be able to ascertain whether the course of conduct is contrary to the relevant rules. Second, she submitted that, properly interpreted, the FA Rules cannot be applied in the way that the FA seeks to apply them against Mr Sturridge. In any event, to the extent that there is any ambiguity in the FA Rules, or their application is not sufficiently certain, their interpretation must be resolved in favour of the player, and against the FA, because it is the FA that has drafted the Rules.

89. In support of these submissions, Ms Mulcahy referred to the case of Vanakorn v FIS (CAS 2014/A/3832 & 3833) in which the Court of Arbitration for Sport (CAS) said at 84-86:

“Pursuant to CAS jurisprudence, the different elements of the rules of a federation shall be clear and precise, in the event they are legally binding for the athletes...Inconsistencies/ambiguities in the rules must be construed against the legislator (here: FIS), as per the principle of contra proferentem...”

Further, the Panel notes that when interpreting the rules of a federation, it is necessary to consider whether the spirit of the rule (in as much as it may differ from the strict letter) has been violated...It follows that an athlete or official, when reading the rules, must be able to clearly make the distinction between what is prohibited and what is not...In CAS 2007/A/1363 TTF...in line with many CAS awards, the sole arbitrator protected “the principle of legality and predictability of sanctions which requires a clear connection between the incriminated behaviour and the sanction and calls for a narrow interpretation of the respective provision””.

90. On behalf of the FA, Mr Coltart submitted, first, that there is no inconsistency or ambiguity in the relevant Rules which are written in plain and comprehensible language, and can be readily understood by those to whom they apply. Second, he submitted that the starting point and the main element when interpreting the FA Rules is their wording, citing a different CAS judgment in the case of TTFLO v ETTU 2007/A/1363. It is not appropriate always to take a narrow interpretation of any particular provision, any more than it would automatically be appropriate to take an expansive one. In relation to the purpose of Rule E8(1) of the FA Rules, Mr Coltart pointed out that footballers are inevitably privy to information which is not available to the public at large. If that information is imparted to others and subsequently used for or in relation to betting, the individual in question will have an unfair advantage both over the bookmaker in question and also over the betting public as a whole. The FA takes a firm line on this issue and its efforts should not be undermined by an artificially narrow or technical approach to the issue of interpretation.
91. In interpreting the FA Rules, we consider that our overall task is to ascertain what they would be understood to mean by a reasonable person in the position of those directly affected by them, namely the FA and Participants. In carrying out this task, there is no definitive list of factors that must be taken into account. The starting point is, no doubt, the ordinary meaning of the words used. But it is also legitimate to have regard to the purpose of the Rule under consideration, the wider context including other Rules, the potential impact on a Participant of acting in breach of the Rule, whether

there is any ambiguity in the Rule, and the effect of adopting one particular meaning as against another.

The meaning of “information”

92. Rule E8(1)(b) refers to a Participant providing to another person “*any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time*”.
93. Ms Mulcahy submitted that in order to fall within the Rule there must be “*concrete information*” of some kind and that a Participant’s expression of a hope, wish or feeling is not *per se* information. Mr Coltart submitted that there is no justification for adopting this narrow meaning of information.
94. The FA Rules do not define what is meant by “*information*” or “*inside information*”. In our judgment, “*information*” is an ordinary word in everyday usage which should not be given a narrow or limited interpretation. This does not mean that *anything* will pass as information but the application of common sense will assist in deciding whether something amounts to “*information*” within the meaning of the Rule. The fact that a player wants to play in a particular league or for a particular club is, in our judgment, capable of amounting to information for this purpose.

The meaning of “use” of information

95. A Participant who provides inside information to another person shall be in breach of Rule E8(1)(b) where any of that information “*is used by that other person for, or in relation to, betting*”.
96. Ms Mulcahy submitted that where a recipient of information uses the information to act in a manner in which any Participant could lawfully act under the Rules, the Participant does not breach Rule E8(1)(b). Thus, given that the FA accepts that a Participant would not breach the Rules if he looked up odds with a view to deciding whether to place a bet, a Participant is not in breach of the Rules if a recipient of inside information does the same.
97. Mr Coltart accepted that a Participant may lawfully investigate the odds on his own possible transfer for the purpose of ascertaining the likelihood of that move coming to fruition. He further accepted that a Participant is not in breach of the Rules if he

provides inside information to another person who uses it to investigate odds for the same purpose. The investigation of the odds in that situation has not been “*for, or in relation to, betting*”. Rather, it has been used for the purpose of assessing whether or not the move in question is likely to materialise. If, however, the investigation of the odds is instead undertaken with a view to evaluating those odds for the purpose of betting, different considerations arise. In that scenario, the FA accepts that the player will continue to commit no offence if he undertakes that evaluation himself but does not in due course place a bet. If, however, he imparts inside information to another person, and that person uses it for the same purpose (ie evaluating the odds with a view to laying a bet), then the player will, subject to the regulatory defence, have breached Rule E8(1)(b).

98. We accept Ms Mulcahy’s submission on this issue for the following reasons.
99. The starting-point is the wording of the relevant part of Rule E8(1)(b) which refers to use of inside information by a recipient “*for, or in relation to, betting*”. Use of the information “*for betting*” is clear. Where a recipient of information uses it to place a bet, he uses the information “*for betting*”.
100. Use of the information “*in relation to betting*” is less clear. In seeking to ascertain the meaning of “*in relation to betting*” in the case of use by a recipient of inside information, it is relevant to consider what a Participant may or may not do. Rule E8(1)(a)(ii) provides that a Participant “*shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet...*”. Breaking this down, a Participant cannot bet (directly or indirectly); he cannot instruct a person to bet; he cannot permit a person to bet; he cannot cause a person to bet; and he cannot enable a person to bet. This list defines the prohibited activities *in relation to betting* so far as a Participant is concerned.
101. It is, therefore, clear from the wording of Rule E8(1)(a) that a Participant may look up the odds on his own transfer with a view to evaluating those odds to decide whether or not to place a bet. He will not breach the Rules in doing so. The reason is that by evaluating the odds and deciding whether or not to bet, without more, the Participant does not “*bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet*”.

102. The FA's position is that whilst a player may evaluate the odds to decide whether to bet on his own transfer without breaching the Rules, if he provides inside information to another person who uses it to do the same thing, the player *is* in breach of the Rules. If that is correct, it would be a surprising outcome unless there is a good reason for it. Mr Coltart submitted that there is a good reason for it in that in the latter case the player has provided inside information to another and once that has happened the player loses control over how the inside information is used. However, the mere *provision* of inside information is not prohibited by the Rules. What is prohibited is the *provision* of inside information and its *use* by the recipient for, or in relation to, betting. Moreover, the FA accepts that there is no breach if the player provides inside information to another person who uses it to check the odds in order to assess the likelihood of the transfer occurring. In that situation, the player has still provided inside information to another. The reason why the player does not breach the Rules is because the *use* of the inside information in that case (ie to assess the likelihood of the transfer occurring) is not proscribed.
103. We think it unlikely that a player would understand that he could look up odds on his own transfer to decide whether to place a bet *without* breaching the Rules, but if he provided inside information about his transfer to another person and asked them to do the same thing, he *would* be in breach of the Rules. Given that sanctions can be imposed on a player for breaching the Rules, and damage to his reputation would likely follow from a finding that he breached the Rules on betting, it is important that the Rule is sufficiently clear so that a player understands what he can and cannot do.
104. We have not seen any material published by the FA that supports the interpretation of Rule E8(1)(b) for which it contends. In a 2010 FA discussion paper on proposed amendments to the Rules, it was said of (what became) Rule E8(1)(b):

"This is also a strict prohibition on any information passed by any relevant Participant where it is used for betting by the recipient of that information...The motivation for this Rule is that without placing a strict responsibility on the Participant for the use that any information they pass on is put to, it becomes extremely difficult if not impossible to prove liability if that information is used by a third party to bet" (emphasis added).

105. By letter dated September 2011 to all employees of Premier League clubs (which includes players), the FA said:

“Inside information is information relating to football which you have obtained by virtue of your position in the game and which is not publicly available. You are not permitted to use such information for, or in relation to, betting.

You are also not permitted to provide such information to another person where that information is used by the other person for, or in relation to, betting...”

This passage tends to suggest that the prohibited use is the same whether undertaken by the player or the recipient of inside information from the player, ie that in each case, information cannot be used “*for, or in relation to, betting*” ..

106. In Betting Education Material for the 2011/12 season, the FA said:

“You are not allowed to pass Inside Information on to someone else which they then use for betting”

107. These materials are not, of course, conclusive when it comes to the meaning of the Rules. However, they do support Ms Mulcahy’s submission that a player would be unlikely to appreciate that he would be breach of the Rules where a recipient used inside information to evaluate odds and decide whether to bet, but did not in fact bet, particularly where the player was entitled to do the same thing himself.

108. Mr Coltart submitted, however, that weight must be given to the wording of the Rule which refers to the recipient using inside information *for, or in relation to, betting*. The proscribed activity goes beyond betting *per se*. He submitted that where the recipient uses inside information to evaluate odds to decide whether to place a bet, he uses the information *in relation to betting*. There is force in this argument, and we accept that the words “*in relation to*” betting cannot be ignored. However, in our judgment, the meaning of the words “*in relation to*” betting is ambiguous. Do they have the meaning for which the FA contends, with the surprising results discussed above? Or do they have a narrower meaning and, if so, what?

109. We think assistance in ascertaining their proper meaning can be derived from the opening words of Rule E8(1)(a) which defines what a Participant may not do. It will be recalled that this provides:

“A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet”

110. Rule E8(1)(b) refers to the use of inside information by a recipient “for, or in relation to, betting”. It seems to us that the words “in relation to” betting refer back to the words in Rule E8(1)(a), namely “instruct, permit, cause or enable any person to bet”. Therefore, a Participant is only in breach of Rule E8(1)(b) where he provides inside information to another person where any of that information is used by that other person “for betting” or “in relation to betting”, ie to instruct, permit, cause or enable any person to bet.
111. This meaning has the effect that the proscribed use is the same for the Participant and for the recipient of inside information. This accords with common sense. Rule E8(1)(a) and E8(1)(b) have a consistent and coherent meaning when read in this way. It avoids the surprising results which we consider would follow from the FA’s interpretation. We also think it is likely that a reasonable player would appreciate that he cannot bet or do any of the other things listed in Rule E8(1)(a) and neither can he provide inside information to another who uses it to do any of those same things.

The meaning of “instruct”

112. So far, we have considered the meaning of Rule E8(1)(b), in the course of which we have referred to the language of Rule E8(1)(a). However, a separate point arises as to the meaning of Rule E8(1)(a). In particular, Ms Mulcahy submitted that there can be no breach of Rule E8(1)(a) if no bet is actually laid. Thus, where the FA has charged Mr Sturridge with a breach of Rule E8(1)(a) by instructing Leon to bet on his transfer to Sevilla, the charge should be dismissed, it was submitted, because Leon did not actually place a bet on Mr Sturridge moving to Sevilla.
113. On one view, the vice at which Rule E8(1)(a) appears to be directed is betting itself. It provides that a Participant shall not bet. It also provides that a Participant shall not permit, cause or enable any person to bet, which seems to envisage a bet actually being placed. It was submitted that “instruct” should be read in the same way, so that a breach occurred only if the instruction was followed by a bet.
114. We disagree. The wording is, we think, clear. The relevant prohibition is against a Participant *instructing* any person to bet. We see no justification for adding the further

requirement that a bet is actually placed. The FA could have inserted this additional requirement into the Rule if this was its intention, but it did not.

The standard of proof

115. It is common ground that the burden of proof of the charges is on the FA, and that the standard of proof is the civil standard of the balance of probability. This means that the FA must satisfy us that, on the evidence, the occurrence of any particular event was more likely than not.
116. In deciding whether it was more likely than not that something occurred, we are entitled to have in mind as a factor, to whatever extent is appropriate, that the more serious the allegation the less likely it is that the event occurred and, hence, the stronger should be the evidence before we conclude that the event occurred on the balance of probability.
117. The FA makes serious allegations against Mr Sturridge. It alleges that he provided inside information that he knew would be used for, or in relation to, betting. It invites us to draw inferences to this effect where direct evidence is lacking. It was also submitted for the FA that Mr Sturridge gave dishonest evidence in this case. In considering whether the FA's case has been proved to the requisite standard, and whether we should draw inferences adverse to Mr Sturridge, we have taken account of the inherent probabilities and improbabilities of Mr Sturridge behaving in the way alleged. In so doing, we have had regard to the totality of the evidence.

THE PARTIES' CASES IN OUTLINE

118. Before turning to the individual charges, it is convenient to outline in general terms the respective cases put forward by the FA and by Mr Sturridge.

The FA's case

119. The FA submitted that the reality of the situation is that this was a "*family affair*" with each individual playing his role: Daniel Sturridge providing the inside information, Leon using his contacts to ascertain the best available odds and Michael liaising with Anthon in order for the bets to be placed.
120. The FA drew attention to bets on Mr Sturridge's potential transfer that were laid by individuals directly or indirectly connected to him, which the FA submitted were

based on inside information knowingly provided by Mr Sturridge to his friends and family for that purpose. The total sum wagered by those connected directly or indirectly to Mr Sturridge (“the connected bettors”) was £13,755.82, returning £10,762.56.

121. In addition, the connected bettors attempted to place further bets worth £20,560 on Mr Sturridge’s potential transfer moves. These bets were refused by the betting operators in question. Had they been accepted, however, and had they been successful, these bets would have returned a further £317,006.
122. Even if Mr Sturridge did not know that the inside information was being used in this way, the FA submitted that he ought reasonably to have known that it would be. This is particularly so in relation to his brother, Leon, who was a frequent recipient of the inside information in question [REDACTED].
123. The evidence in relation to the “instruction” charges was said by the FA to be similarly compelling. The evidence arises primarily out of messages sent by Mr Sturridge to Leon on 19 January 2018, in which Mr Sturridge provided Leon with inside information about the likelihood of a move by him to Sevilla. In each instance, the FA submitted, Mr Sturridge then instructed Leon to bet on such a move.
124. Mr Sturridge was interviewed twice by the FA in the course of its investigation. In the first interview, submitted the FA, Mr Sturridge provided a misleading account about the extent of his brother’s betting on his transfer moves and also the extent of his own knowledge of the same. In his second interview, which took place after messages had been retrieved by the FA, it was suggested that Mr Sturridge was unable to provide any sensible explanation for them, nor realistically could any such explanation be given.

Mr Sturridge’s case

125. Mr Sturridge’s response to the FA’s case is that it is overblown and misconceived. In reality, it was submitted, this matter is about some text messages that require explanation. That innocent explanation has been given.

126. It was submitted that the FA's overarching allegation of a "*family affair*" is wrong. The result is that the charges must be looked at on their own facts and without making any reference to this "*flawed theory*". It is said that the Commission should exercise considerable care before finding such serious allegations to be proven on the basis of inferences and circumstantial evidence. This is all the more so where it is inherently improbable that the individual would engage in dishonest conduct.
127. It was further submitted that it is inherently improbable that Mr Sturridge would have engaged in the alleged "*family affair*" for a number of reasons: there is no reason why he would do so; he does not have the type of personality that is drawn to adrenaline or the risk of wrongdoing; all the evidence demonstrates that Mr Sturridge was desperate to restart his career, including trying to get into the England team for the 2018 World Cup; and he has no real interest in gambling.
128. Mr Sturridge accepted that, even if the Commission rejects the FA's suggestion that this was a "*family affair*" in which he knowingly participated to help family members make money by betting on his transfers, each individual charge must nevertheless be considered on its merits. However, aside from rejecting the alleged "*family affair*", Mr Sturridge denies the individual charges. His case is that the FA has added two and two together and made forty. When the facts of this matter are calmly considered, the case comes back down to earth: messages that might appear on their face to be suspicious have innocent explanations, and charges that have been brought are inapposite to the conduct admitted.

THE CHARGES

129. We now turn to consider the individual charges brought against Mr Sturridge. In doing so, we have taken into account the findings of fact set out above, and the particular submissions made by the parties in respect of each charge.

Charge 1(a)

Breach of Rule E8(1)(b)

It is alleged that on or before 17 January 2018, you provided to Leon Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to Inter Milan FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside

information was subsequently used (in part or in whole) by Leon Sturridge for, or in relation to, betting.

Did Daniel Sturridge provide inside information to Leon Sturridge?

130. The FA's case is that Daniel Sturridge provided inside information to his family on the evening of 16/17 January 2018 which included the following matters:
- a. The fact that the agency which had contacted Dean on 15 January 2018 in relation to the Sevilla move had proved to be lacking in authority.
 - b. Daniel's own view therefore that they were "*full of BS*".
 - c. Daniel's own view that he would have to move to Inter Milan if the Sevilla transfer fell through.
 - d. That Inter Milan was, in his view, becoming the only realistic option for a move at that time.
131. The FA submitted that the Commission is entitled to infer that Mr Sturridge must have provided his family that night with inside information about his transfer options. In inviting the Commission to draw that inference, the FA relied upon the following particular factors.
132. First, the FA submitted that common sense dictates that Daniel *must* have provided this information to the family that night. It had been canvassed between Dean and Daniel earlier in the day and, if his family was going to have a properly informed discussion about his options, it was essential to bring them up to speed, both in relation to these issues and any other relevant matters which had arisen.
133. We note that both Daniel and Leon said in their witness statements that there was discussion about Daniel's future at his parents' home on the evening of 16 January. Leon suggested otherwise during his oral evidence but we think it likely that Daniel's future was discussed that evening. What is less clear is how much discussion there was and what Daniel said, as opposed to what others said, in particular Michael. It is to be remembered that, earlier that day, Dean sent Michael the same message that he sent Daniel about his phone call with Paolo concerning Inter Milan, suggesting that their trip to Milan was going ahead on Thursday. Dean and Michael were also in

regular contact with each other about Daniel's situation and it is likely that they regularly exchanged information and views on Daniel's transfer prospects.

134. Second, the FA referred to the fact that Anthon only started betting at 1.40am that night. This is consistent with Michael having spoken to Anthon about the possibility of Daniel moving to Inter Milan but we are not persuaded that this supports the inference that Daniel provided any particular information about that eventuality to his family on the evening of 16th.
135. Third, the FA submitted that the size of Anthon's bet, £10,000, is compelling evidence of it being based on inside, rather than publicly available, information. There is some force in this point although it is consistent with Michael having provided information to Anthon based on Michael's own assessment of the situation, rather than being based on any particular information provided by Daniel.
136. Fourth, the FA pointed to the fact that Leon was in contact with his associates from Y at precisely the same time as Anthon was placing his bet. This, however, is consistent with Michael having provided information to Leon about the likely imminent trip to Milan and a family discussion about Daniel's options.
137. Fifth, the FA referred to the exchanges on 18/19 January between Daniel and Leon which, it suggested, demonstrated Daniel's willingness to provide inside information to his family for the purposes of betting. It is correct to say that Daniel communicated with Leon on 18 and 19 January about his possible moves to Inter Milan and Sevilla, although this is unsurprising given his apparent closeness to his brother in relation to his football career. Whether Daniel provided inside information to Leon "*for the purposes of betting*" is another matter. Whilst Daniel made comments to Leon on 19 January which, on their face, amount to an instruction to Leon to place a bet on his move to Sevilla, we are not persuaded that those comments support an inference that Daniel provided inside information to Leon for the purpose of betting on other occasions.
138. Sixth, the FA relied on what it described as the identical way in which matters unfolded on 28 January following a visit by Daniel to the family home. It is correct to say that on 28 January, the Sturridge family discussed Daniel's future and this was followed by bets being placed on his transfer. It is unsurprising that these discussions

took place on these two occasions. They were important moments in terms of Daniel's potential transfer. On 16 January, there was interest in Daniel from Inter Milan and Sevilla. By 28 January, the transfer window was soon to close and there was interest from West Brom and Newcastle. Daniel was in the habit of discussing his career with his family, and a potential transfer was a critical career decision. Beyond that, we do not consider that it is possible to draw any reliable inference as to the provision by Daniel of inside information from the fact that bets were placed following discussions on these two occasions.

139. We return to consider the information that the FA suggest Daniel provided on the evening of 16/17 January.

- a. We do not think it likely that Daniel told his family that evening that the agency which had contacted Dean on 15 January in relation to the Sevilla move had proved to be lacking in authority. Whilst Dean had messaged Daniel earlier that day that the agency had pulled out of meeting Dean the previous evening and that they said they had "*no position to say they can get you move there*", we are not persuaded that Daniel repeated this detail to his family on the evening of Leon's birthday.
- b. Neither do we think it likely that Daniel told his family *his* view that the agency were "*full of BS*". It was Dean who, earlier in the day, expressed his view to Daniel that the agency were "*full of bs basically*". We see no sufficient basis to infer that Daniel conveyed this to his family as his own view.
- c. Earlier on 16th, Daniel had said to Dean that if Sevilla were not serious "*it's gonna have to be inter*" and that it was "*Coming increasingly obvious inter is only real option*". We consider it likely that Daniel expressed this view at his parents' home on the evening of 16 January.

140. The FA must go further and prove that the information provided to Leon was obtained by Mr Sturridge by virtue of his position within the game and was not publicly available at that time. It is not in dispute that the information was obtained by Mr Sturridge by virtue of his position within the game. But, was it publicly available on 16th? The majority of the Commission consider that the information was publicly available at that time. The Sun article on 10 January 2018 stated that Mr Sturridge had

offered himself to Inter Milan who were considering him as an option. Accordingly, by 16 January, if Sevilla were not serious, the fact that it was going to have to be Inter and that it was becoming increasingly obvious that Inter was the only real option, was information that the public could obtain from public sources. On this basis, the information was not “inside information”. The Chair of the Commission, on the other hand, considers that the relevant information was that it was Mr Sturridge’s view that if Sevilla were not serious, it was going to have to be Inter and it was becoming increasingly obvious that Inter was the only real option, and that his view was not publicly available at the time.

141. Our finding (by a majority) that the information provided by Mr Sturridge was publicly available, is sufficient to dismiss charge 1(a). Nevertheless, we shall consider whether Leon used the information for, or in relation to, betting in order to set out our findings on that issue which was the subject of argument before us.

Did Leon Sturridge use the inside information for, or in relation to, betting?

142. The FA’s case as to the use made by Leon (and also by Michael) of the information provided by Daniel on 16/17 January is stated in the FA’s Opening Note and written Closing Submissions. The FA stated in its Opening Note, *“The FA’s case in relation to both Charge 1 and Charge 6 is that DS was acting in concert with Leon and with his father, Michael in order for members of the Sturridge family to make money from the potential transfer moves in question”* (para 23). Having referred to betting by members of the Y group on 17 January, the FA stated, *“The FA’s case is that it was Leon who prompted this activity, by contacting them at DS’s request to enquire about the best available odds on a move by him to Inter Milan”* (para 63). In its Closing Submissions, the FA submitted, *“The allegation in Leon’s case is that he used the information for the purposes of investigating the odds which were available, such that a decision could collectively be made by the family (including DS) as to whether or not a bet should be placed”* (para 18).

143. It is plain from these submissions that the case advanced by the FA, which Mr Sturridge had to meet, was that Leon used the information provided by Mr Sturridge to contact members of the Y group in order to find out the best available odds so that members of the Sturridge family (including Daniel) could decide whether to bet on his transfer, with a view to making money, and that Daniel knew about and was a party to this arrangement. The FA relied on a number of matters which, it submitted,

supported its allegation that Mr Sturridge was knowingly a party to those arrangements.

144. The FA relied on the timing of the bet laid by Anthon on 17 January and the call made by Leon to Daniel at 1.43am as Anthon's bet was being placed. Anthon's call to Paddy Power began at 1.37am and lasted over 16 minutes, during which he attempted to place a bet of £13,830 and finally placed one of £10,000. Whilst this call was being made, Leon called Daniel at 1.43am, the call lasting 2 minutes and 38 seconds. The explanation put forward by Daniel and Leon in evidence was that Leon called Daniel to thank him for the cash that Daniel had placed in Leon's trainers as part of his birthday present and which Leon discovered when he got home. On the whole, we found Daniel Sturridge to be an impressive and credible witness. He gave his evidence in a calm and clear manner, he was not evasive, he was visibly upset about difficulties within his family, and he attempted to explain his behaviour patiently and fully. We consider him to have given honest evidence, and accept the account given by him and Leon as to the reason for Leon's phone call in the early hours of 17 January.
145. The FA pointed to Daniel's WhatsApp exchange with Anthon on 25 January which the FA suggested can only have related to the dying prospects of the Inter bet and which required no explanation for Mr Sturridge. In the course of the email exchange, Anthon wrote "*is it game over for that thing or still hope fam?*". Daniel did not reply for almost 4 hours and, when Anthon followed up with "?", Daniel responded "*No news*". Mr Sturridge explained that he did not have much contact with Anthon and initially did not know what he meant by his message. When pressed by Anthon for a response, he assumed that Anthon was asking about the prospect of his transfer. It might be that Anthon Walters was keen to know about Mr Sturridge's transfer plans because of the £10,000 bet that he had placed on him moving to Inter Milan, but we do not accept that this required no explanation for Mr Sturridge because he was a party to the bet being placed. We accept Mr Sturridge's evidence that he assumed that Anthon was asking about the prospect of his transfer.
146. The FA referred to Anthon's message to Daniel on 29 January with the photo of Daniel in a West Brom shirt with the comment "*Nooo (emoji sad face) lol nah hope it goes well for you cuz*". This is more likely to have been a message of good wishes, with a passing

comment reflecting on West Brom being Daniel's new club instead of a bigger or different club, than an oblique reference to a lost £10,000 bet on a move to Inter Milan.

147. The FA relied on the exchanges between Dean and Daniel on 17 January when discussing odds on Daniel moving to Inter Milan. It is relevant to note that these comments arose in the context of what the FA accepts was Dean and Daniel looking up odds to assess the likelihood of such a move happening. Daniel said to Dean *"Let's have a look"* and they proceeded to check the odds. The odds were 4/6 and Dean commented *"If that goes to evens panic! We want it going to 1/12!!"*. We accept that Dean meant that they wanted the odds to shorten which would suggest that the betting company had come by information suggesting that the move to Inter was likely to happen. There then followed what we accept were a number of jocular comments. Daniel wrote *"We missed the boat on winning money that's for sure (smiling emoji)"* and *"Would have been a nice touch to have our family members make some money with a little bet on it"*. Dean responded *"Lol! I gave up ages ago!..Gambling a mugs game I found out blood"*. Daniel replied *"Real talk 1000 I don't do it"* and Dean commented *"That's why you are a multi millionaire"*. On 26 January, Dean sent a screenshot showing odds of 33/1 on Daniel moving to Newcastle, commenting, *"Get on Newcastle now!!"*. It would be odd and careless if Dean and Daniel exchanged these messages if they were, in fact, parties to a family betting arrangement, as the FA suggested. We consider that they are more likely to amount to banter, as Dean and Daniel explained.

148. The FA also referred to the provision by Daniel of inside information to Leon on 18/19 January in relation to the Sevilla move and his corresponding instruction to Leon to investigate the available odds and to put money on that move. As we explain below, we consider that Daniel talking to Leon about the Sevilla move was typical of him discussing his career with his brother together with a wish to investigate the likelihood of the move taking place. Daniel's apparent instruction to Leon to bet on the move is more troubling (which we consider further below) but we do not view it as compelling evidence of a family affair as the FA suggests.

149. The FA referred to the way in which matters unfolded in relation to the bets placed by Anthon and others on 28 January. However, we consider that these are more likely to be explained by the events as they developed on that day, including the possibility that Daniel might move to West Brom, and the provision of that information by Leon

and Michael to others who bet on that move, rather than such bets being placed with Daniel's knowledge or at his instigation.

150. The FA relied on what it described as the active role played by Daniel Sturridge through Daniel Hemmings in researching the best available odds. We accept that the discussion about odds between Mr Sturridge and Mr Hemmings in the early hours of 17 January was about American football. As for their discussion on 28 January, Mr Sturridge was entitled to look up the odds himself and turned to Mr Hemmings for assistance in this because he wanted to discuss his options with his friend at a critical juncture in his career [REDACTED].
151. The FA also referred to Dean's message to Daniel on 28 January, "*So much for making a killing if WBA move does come off!*". We consider this to be another example of banter between Dean and Daniel, as indicated by the exclamation mark and Daniel's response "*smh*".
152. The FA also drew our attention to Mr Sturridge's failure to make any prior mention in his FA interviews of the dinner on 29 January. The suggestion was that, if Mr Sturridge had nothing to hide, he would have told the FA interviewers that he had first learned about Anthon's £10,000 bet at the dinner with Michael, Dean and Tyler Roberts on 29 January. We do not consider the omission that surprising. The FA interviews were, no doubt, concerning to Mr Sturridge, he was asked a lot of probing questions and provided a great deal of information. That he failed to volunteer information about a particular dinner with members of his family, about which he was not asked and which might well not have been at the forefront of his mind, is understandable. We accept Mr Sturridge's evidence as to the circumstances in which Anthon's bet came up at the dinner and we reject the suggestion that Mr Roberts gave untruthful evidence about the dinner or was leaned on by Mr Sturridge (or others) to do so. The FA suggested more generally that Mr Sturridge told lies in his FA interviews. We do not accept that he was deliberately untruthful when answering questions, in stressful circumstances, about messages exchanged with his family and friends some time ago.
153. The FA also laid stress on Daniel's message to Michael on 15 February about the horse "*Spare Parts*". This showed, according to the FA, that Daniel was prepared to provide information to his father for the purpose of betting which undermined his protestations that he did not like betting and did not encourage or condone family

members' betting. Daniel knew that his father occasionally placed bets but did not have a betting problem [REDACTED]

[REDACTED]. Against that background, we do not consider that Daniel passing on a horseracing tip to his father was inconsistent with the defence to the charges advanced by Mr Sturridge.

154. Michael sent Daniel a screenshot of a betting slip on two occasions, first on 29 January showing Anthon's £10,000 bet and, second, in February showing Michael's bet on Spare Parts. The FA understandably suggested that this was evidence that Daniel was a party to those betting activities, and had agreed to repay lost bets. It suggested that Anthon's subsequent call to the betting company seeking proof of his bet supported this view. However, we do not consider that the evidence properly bears the interpretation that the FA sought to place on it. Michael may have wanted to draw Daniel's attention to Anthon's bet on 29 January, and might even have hoped that Daniel would agree to reimburse Anthon. Daniel, however, was essentially disinterested, being pre-occupied with his loan move completed that day, the need to buy some training kit and focussed on the prospect of training for the first time with his new club the following day. As for the Spare Parts betting slip, even if Michael hoped Daniel would reimburse him £1,000, there is no evidence that Daniel agreed to do so. Michael sending Daniel the screenshot does not, in our judgment, support the notion of a family betting affair.
155. The FA relied on these matters, as developed in detail in its written and oral submissions, to support the inference that Leon used information provided by Daniel about a possible move to Inter Milan, for the purposes of investigating the odds which were available, such that a decision could collectively be made by the family (including Daniel) as to whether or not a bet should be placed. Looked at as a whole, we do not consider that the evidence supports that inference and we decline to draw it.
156. Mr Sturridge was in the habit of discussing his career, and any possible transfer moves, with members of his family. Dean and Michael were closely involved in these matters as Daniel's uncle and agent, father and former agent respectively. Leon, his brother, and Grace, his mother, were also naturally parties to those discussions. On 16 January, Dean kept both Daniel and Michael updated during the day. In the evening,

when the family (without Dean) gathered to celebrate Leon's birthday, Daniel's transfer options were naturally a part of the conversation, though unlikely to have been the only topic of conversation. Following that discussion, Leon informed his friends that a visit to Milan by Sturridge family members was likely to take place later that week. We accept Leon's evidence that he mentioned this in a WhatsApp group of which he and members of the so-called Y group were members (WhatsApp messages for this period could not be recovered from Leon's phone). We reject the suggestion that Leon did this to investigate the odds so that a decision could collectively be made by the Sturridge family (including Daniel) as to whether or not a bet should be placed. Our conclusion, therefore, is that Leon did not use inside information concerning a possible move to Inter Milan for, or in relation to betting, in the way alleged by the FA.

157. There is a further reason why the FA's case on charge 1(a) fails. The FA's case is that Leon used the information for the purpose of investigating the odds which were available. In light of our interpretation of Rule E8(1)(b), using information to investigate the odds which were available, *without more*, which Mr Sturridge would be entitled to do himself, does not amount to use "*for, or in relation to, betting*".

158. Having rejected what the FA describes as its primary case, it is unclear to us what the FA's alternative case (if any) is under charge 1(a). If it is that Leon used the information for the purposes of investigating the odds which were available, but not for the purpose of the family deciding whether or not a bet should be placed, we reject that also. First, we reject it because the use of information for the purposes of investigating the odds which were available, is not use for, or in relation to, betting within the meaning of Rule E8(1)(b). Second, we reject it because we find that Mr Sturridge did not know, and could not reasonably have known, that Leon would use the information in that way on 16/17 January. The discussion on the evening of 16 January about Mr Sturridge's transfer options was a typical conversation with his family to whom he looked for advice. [REDACTED]

[REDACTED] Nevertheless, we do not consider that Mr Sturridge knew, nor could he reasonably have known, that Leon would use the information provided as part of that typical family conversation for, or in relation to, betting.

159. In the circumstances, charge 1(a) is dismissed.

Charge 1(b)

Breach of Rule E8(1)(b)

It is alleged that on or before 17 January 2018, you provided to Michael Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to Inter Milan FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by Michael Sturridge for, or in relation to, betting.

Did Daniel Sturridge provide inside information to Michael Sturridge?

160. The FA's case in relation to charge 1(b) concerning the provision of inside information by Mr Sturridge is the same as in relation to charge 1(a) save that the recipient is alleged to be Michael Sturridge instead of Leon Sturridge.
161. Our finding on this aspect is the same as in relation to charge 1(a). That is to say, we find that, on the evening of 16 January, Daniel provided information to Michael that, in his view, if Sevilla were not serious *"it's gonna have to be inter"* and that it was *"Coming increasingly obvious inter is only real option"*. Even if Michael was already aware of the discussions with Sevilla and Inter Milan, we do not consider that this means that the relevant information could not be provided to him by Daniel.
162. We also find (by a majority) that the information was publicly available. That is sufficient to dismiss charge 1(b). Nevertheless, as with charge 1(a) in relation to Leon, we shall consider whether Michael used the information for, or in relation to, betting.

Did Michael Sturridge use the inside information for, or in relation to, betting?

163. It will be recalled that the FA's case is that Daniel Sturridge acted in concert with Leon and Michael in order for members of the Sturridge family to make money from the potential transfer moves in question. Each of Daniel, Leon and Michael is said to have played a different role. Whilst Leon's role was said to have been to evaluate the generosity of the odds on offer in order to ascertain if/when bets should be laid, the FA alleged that Michael used the information in order to encourage or induce Anthon to lay bets on the outcome in question.

164. It seems likely that Michael provided information to Anthon concerning Daniel's possible move to Inter Milan. Indeed, Mr Sturridge accepts that this is likely to have led to Anthon placing the £10,000 bet in the early hours of 17 January. We agree. Michael and Anthon spent time together socially in late 2017 and early 2018, and Anthon and members of his family spent Christmas Day at Michael and Grace Sturridge's, probably at Michael's invitation. Given that Anthon placed the £10,000 bet in the early hours of 17 January, it seems reasonably likely that Michael told him about a possible move to Inter Milan late on 16 or early on 17 January.
165. The more difficult questions are whether, in telling Anthon about a possible move to Inter Milan, Michael used information provided by Daniel and, if so, whether he did so in order for Anthon to bet on Daniel moving to Inter Milan.
166. On balance, we consider it likely that Michael did use information provided by Daniel Sturridge in telling Anthon about the possible move to Inter Milan and did so for the purpose of Anthon placing a bet on such a move. £10,000 is a large amount to bet on a possible transfer and there is no evidence to suggest that this amount was other than a significant sum for Anthon. This supports the inference that Michael encouraged Anthon to place the bet. In addition, Anthon sent a screenshot of the betting slip to Michael, which was what Michael produced at the dinner on 29 January. On 12 February 2018, Michael withdrew £10,000 from Daniel's business account from which Daniel had agreed that Michael could draw a significant amount. Although £10,000 was not the largest withdrawal made by Michael from the account around this time, it seems reasonably likely that this withdrawal was made with a view to reimbursing Anthon for the losing bet. For these reasons, we find that Michael used the information provided by Daniel for, or in relation to, betting.

Did Daniel Sturridge know, or could he reasonably have known, that the information would be used by Michael Sturridge for, or in relation to, betting?

167. We have considered above whether there was a family betting affair and whether Daniel knew about, or was a party to, it. We have concluded that there was no such family affair.
168. That is not the end of the matter however. Even without such a family affair, it is necessary to consider whether Daniel knew, or could reasonably have known, that

Michael would use the information to encourage Anthon to bet on a possible Inter Milan move. We have no hesitation in concluding that Daniel provided the information to Michael in circumstances in which he did not know, and could not reasonably have known, that the information provided would be used by Michael in that way.

169. On the evening of 16 January, Mr Sturridge discussed a possible transfer to Inter Milan with his father and other members of his family as was typical for the Sturridge family. Michael had not only guided Daniel throughout his career, as a father might typically do, but had been Daniel's agent. He had a continuing interest in the agency business through which Dean operated as a registered intermediary for Daniel and others. Daniel looked to his father for advice and guidance on his possible transfer. In those circumstances, and having rejected the FA's case as to the alleged family affair, we find that Daniel did not know, and could not reasonably have known, that Michael would use information that Daniel had provided as part of their family discussions to encourage Anthon to bet on Daniel's possible move to Inter Milan.

170. In the circumstances, charge 1(b) is dismissed.

Charge 2

Breach of Rule E8(1)(b)

It is alleged that on 18 January 2018, you provided to Leon Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to Sevilla FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by Leon Sturridge for, or in relation to, betting.

Did Daniel Sturridge provide inside information to Leon Sturridge?

171. At 1.49pm on Thursday 18 January, Daniel messaged Leon, *"What's the price to me going to Sevilla" "Cause I'm considering there more than inter if they put the money up" "Spanish league better for me"*.

172. The FA submitted that Daniel thereby provided inside information to Leon that:

- a. he was considering a move to Sevilla over Inter;

- b. this may be dependent on Sevilla putting up the money for that move; and
 - c. in his view, the Spanish league may be better for him.
173. Ms Mulcahy submitted that these messages were too brief and vague, and Daniel's expression of interest in Sevilla too conditional, to amount to information. We disagree. The messages reveal that Daniel was considering going to Sevilla more than Inter, if they put up the money, and his view was that the Spanish league was better for him. In our judgment, this amounts to information.
174. Ms Mulcahy further submitted that, even if the messages contained information, the fact that Daniel might move to Sevilla was in the public domain by 16 January. She pointed to online news reports stating that Mr Sturridge was set to be offered the chance to play in Spain, that Sevilla saw him as an option, and that he was attracting interest from Sevilla and Inter Milan. We disagree that the information provided in the messages was in the public domain. Whilst there were press reports that Sevilla were interested in Mr Sturridge, we have seen no evidence of reports that he was considering Sevilla more than Inter Milan, or that his view at that time was that the Spanish league was better for him. Accordingly, we find that Mr Sturridge provided inside information to Leon in these messages.

Did Leon Sturridge use the inside information for, or in relation to, betting?

175. The FA's case is that Leon used the information for the purpose of investigating and evaluating the available odds on such a move with a view to bets being laid.
176. Initially, Leon reported to Daniel that he could not find odds on a move to Sevilla, and attempted to put in a call to his friend Matthew Legge who worked for Y. Daniel then suggested that Leon ask a bookmaker or someone he knew and find out. Leon and Daniel then spoke by phone. Shortly after, Matthew Legge placed a £15 bet on Daniel moving to Sevilla.
177. In so far as the FA's case is that Leon used the information for the purposes of investigating and evaluating the available odds on such a move with a view to bets being laid by the Sturridge family, we have already rejected the notion of such a family affair.

178. Further, we have also concluded that using inside information to investigate the odds *without more* does not involve a use for, or in relation to, betting within the meaning of Rule E8(1)(b). Given that this is the use alleged by the FA, the charge must be dismissed.

Charge 3

Breach of Rule E8(1)(a)(ii)

It is alleged that on 19 January at 14.37 you instructed Leon Sturridge to bet on a matter concerning or related to football, namely the possible transfer of you from Liverpool FC to Sevilla FC.

179. At 2.37pm on 19 January, Daniel sent three short messages to Leon, "*Put the grand on Sevilla I'll give it you back if you lose*", "*But wait until 6pm*", "*They're having their meeting at 3 so will know for sure my outcome after that*".

180. The FA submitted that this was a clear instruction by Daniel to Leon to bet and, hence, a breach of Rule E8(1)(a)(ii).

181. Ms Mulcahy submitted, first, that there was no breach of the rule because no bet was placed. We have already rejected that interpretation of the rule. In our judgment, if a Participant instructs another person to bet on the transfer of players there is a breach of Rule E8(1)(a)(ii) even if that person does not go ahead and place a bet.

182. Ms Mulcahy submitted, secondly, that there was no breach of the rule because any instruction was retracted or negated by Mr Sturridge. To consider this submission it is necessary to recap the relevant facts around this time.

183. On Thursday 18 January, Daniel asked Leon to check the odds on him moving to Sevilla. A short while later, Leon and Daniel spoke by telephone. Their evidence was that Leon told Daniel that he was going to put "*a grand*" on him moving to Sevilla and that Daniel told Leon not to be so stupid.

184. The meeting with Inter Milan took place on 18 January. Dean and Michael briefly reported to Daniel late that night. Their reactions were mixed with no clear view whether a deal with Inter would materialise. A meeting was fixed with Kenneth Asquez for Sevilla at 3pm on Friday 19 January.

185. On the Friday, Leon called Daniel around lunchtime and asked about his move. Daniel then went to the dentist and emerged to read Dean's message suggesting that Mike Edwards of Liverpool was letting it be known that Daniel did not want to move to Inter. Daniel was irritated by this. He messaged Leon telling him to put the grand on Sevilla, he would give it back if he lost, but to wait until 6pm because after the 3pm meeting he would know for sure his outcome. Later that night, Daniel was still waiting for news from the meeting with Sevilla. Leon messaged Daniel again asking for the latest and saying that the odds were now 4/1. Daniel said it would be higher elsewhere, "*Find it and put it on*", he could not see himself going anywhere else. Leon said he would do it in the morning. Daniel's explanation for telling Leon to "*Put the grand on Sevilla*" and "*Find it and put it on*" was that Leon was nagging him about the possible move and he said these things to get Leon off his back.
186. On Saturday 20 January, in the morning, Leon and Daniel spoke again. Daniel told Leon that he should not be gambling. Leon said that Daniel was annoyed with him, and so he decided not to place a bet.
187. Mr Sturridge called Professor Peters as a witness. Professor Peters is a consultant psychiatrist who had met with Mr Sturridge around 25 times between September 2013 and December 2015. He also spoke to Daniel between November 2017 and January 2018 about the difficulties he was facing at that time. He described Daniel as a religious, highly principled and straightforward person. He said he was surprised when he heard about the charges brought by the FA as he would not expect Daniel to be caught up in allegations relating to betting. He gave his opinion that Daniel's reactions to situations are driven by passion and emotion, but he is also thoughtful and considered. Professor Peters' view was that the unfortunate combination of circumstances that Daniel was facing personally and professionally at the start of 2018 would have exaggerated Daniel's natural tendencies. By this he meant that his immediate reactions would have been based on strong emotional responses to anything that happened and that it would have taken him longer to calm down and process things. This would have affected his immediate decision-making and his ability to assess the consequences of his actions.
188. Against that background, we return to the message that forms the basis of charge 3. Daniel said to Leon in a WhatsApp "*Put the grand on Sevilla I'll give it you back if you*

lose". In our judgment, this was an instruction to bet on his possible transfer to Sevilla. We accept that it was Leon who originally said that he was going to bet a grand on Daniel moving to Sevilla. However, Leon said this the previous day and it does not alter the fact that on the following day Daniel told Leon to put the grand on. Even though Daniel then immediately told Leon to wait until 6pm, this does not change the fundamental fact that he told Leon to bet on the move.

189. Even if Daniel's reason for saying this was to get Leon off his back, it remains the case that he instructed him to bet on his transfer. We do, however, have some difficulty in accepting this explanation. Leon last called Daniel at 12.20pm when they spoke for 3 minutes 36 seconds. It was not until 2.37pm, more than two hours later, that Daniel told Leon to put the grand on Sevilla, without any apparent contact between them in the meantime. Leon does not appear to have been nagging Daniel in the immediate run-up to the instruction. Daniel's message at 2.37pm was not merely a throw-away comment but appears to have included some degree of deliberation in that he suggested that Leon wait until later when Daniel's situation would be clearer following the Sevilla meeting.
190. It may well be the case that Daniel was feeling under intense pressure on Thursday 18 January in particular. In addition to the many problems that he was facing personally and professionally, the meeting with Inter Milan the previous day had not produced a very positive outcome. The prospects of a move to Sevilla were uncertain. He felt that he and his advisers were being kept in the dark by Liverpool who, he feared, may have been using his situation to their own advantage with Inter Milan. His brother was pressing him for updates about any transfer.
191. Later that day, Leon messaged Daniel and asked him again for the latest. It was in the context of these further exchanges that Daniel told Leon to "*Find it and put it on*". There is no obvious irritation on Daniel's part with his brother that is apparent on the face of these exchanges.
192. We do accept, however, that the following morning Leon and Daniel spoke and Daniel told Leon that he should not be betting. This is likely to be the reason why Leon did not, in fact, bet on Daniel moving to Sevilla. Again, however, we do not accept that this discouragement from betting amounted to a retraction or negation of the previous day's instruction to bet.

193. The FA understandably placed great emphasis on Daniel's comments to Leon on 19 January. They submitted that not only did they amount to an instruction to bet and a breach of the Rules, but, further, that they called into question Daniel's entire attitude to betting and cast serious doubt on his defence to the charges.
194. We see the force of the FA's arguments. However, we have concluded that whilst Daniel did instruct Leon to bet, Daniel's comments on 19 January were out of character with his approach to betting as a whole which was more accurately reflected in his comment to Leon on 20 January that he should not be betting.
195. Nevertheless, we find that in telling Leon to "*Put the grand on Sevilla*", Daniel instructed Leon to bet on his transfer.
196. In the circumstances, charge 3 is proved.

Charge 4

Breach of Rule E8(1)(a)(ii)

It is alleged that on 19 January at 22.03 you instructed Leon Sturridge to bet on a matter concerning or related to football, namely the possible transfer of you from Liverpool FC to Sevilla FC.

197. Charge 4 is closely related to charge 3. It concerns the specific comment made by Daniel to Leon in a WhatsApp at 10.03pm, "*Find it and put it on*".
198. We have considered the surrounding events, and the sequence of messages, in the context of charge 3. It is unnecessary to repeat them here. We find that Daniel's comment to Leon "*Find it and put it on*" amounted to an instruction to bet on his move to Sevilla.
199. Ms Mulcahy submitted that, in the event that the Commission found that Mr Sturridge did instruct Leon to bet on his transfer on 19 January, the relevant comments that day should be viewed as a whole and, in reality, only amounted to a single instruction. We see some force in that submission. However, the comments "*Put the grand on Sevilla*" and "*Find it and put it on*" were separated by almost 8 hours and can, in our view, properly form the subject-matter of separate charges. Ms Mulcahy's point may well be relevant when it comes to consider any sanction appropriate to charges 3 and 4.

200. In the circumstances, charge 4 is proved.

Charge 5

Breach of Rule E8(1)(b)

It is alleged that on 19 January 2018 at 22.03, you provided to Leon Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to Sevilla FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by Leon Sturridge for, or in relation to, betting.

201. Charge 5 arises out of the same comments by Mr Sturridge as gave rise to charge 4. Whereas charge 4 alleged an instruction to bet contrary to Rule E8(1)(a)(ii), charge 5 alleges a use of inside information for, or in relation to betting, contrary to Rule E8(1)(b).

202. The precise sequence of comments at 10.02-10.03pm on 19 January is as follows:

Leon/Daniel: *What's the latest bro*

Daniel/Leon: *Still waiting g g*

Leon/Daniel: *Sevilla said anything*

Daniel/Leon: *Looking more like Sevilla than inter provided Sevilla pay the wages*

Leon/Daniel: *It's now 4/1*

Daniel/Leon: *Which apparently they're going to do*

Daniel/Leon: *It'll be higher elsewhere*

Daniel/Leon: *Find it and put it on*

Daniel/Leon: *I can't see me going anywhere else*

Did Daniel Sturridge provide inside information to Leon Sturridge?

203. The FA's case is that Mr Sturridge provided Leon with inside information, namely that it was looking more like Sevilla than Inter provided Sevilla pay the wages which they were going to do.

204. Ms Mulcahy submitted that the contents of Mr Sturridge's messages were too uncertain to amount to information and, in any event, information that Sevilla would apparently pay Daniel's wages was in the public domain. She referred to an online news article that stated

"Liverpool reject Sevilla offer to take Daniel Sturridge on loan

Sevilla, who were interested in Sturridge last summer, proposed to take him for the rest of the campaign and pay all his wages"

205. In our judgment, Mr Sturridge's comment that it was looking more like Sevilla than Inter provided Sevilla pay the wages which apparently they were going to do, amounted to information. That Sevilla were going to pay Mr Sturridge's wages was in the public domain since it was stated in the online press article referred to. However, Mr Sturridge's view that it was looking more like Sevilla than Inter at that moment in time was not publicly available. Accordingly, Mr Sturridge provided inside information to Leon.

Did Leon Sturridge use the inside information for, or in relation to, betting?

206. The FA's case is that Leon used this information to research the odds by contacting his associates at Y. Ms Mulcahy submitted that Leon merely used the information to research the odds without more which does not amount to use for, or in relation to, betting.

207. We agree with Ms Mulcahy. For reasons which we have already explained, using inside information to research the odds does not amount in itself to use for, or in relation to, betting contrary to Rule E8(1)(b).

208. In the circumstances, charge 5 is dismissed.

Charge 6(a)

Breach of Rule E8(1)(b)

It is alleged that on or before 28 January 2018, you provided to Leon Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to West Bromwich Albion FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside

information was subsequently used (in part or in whole) by Leon Sturridge for, or in relation to, betting.

209. Charges 6(a) and 6(b) relate to the bets laid by Anthon Walters on 28 January 2018. The FA's case is that events unfolded that night in identical fashion to those on 16 January 2018, with Mr Sturridge providing inside information to his family, knowing that it would be used by Leon (at his instruction) to seek out the best available odds on a move to West Brom, and by his father to liaise with Anthon for those bets to be laid.

Did Daniel Sturridge provide inside information to Leon Sturridge?

210. The FA claimed that Mr Sturridge was in possession of nine items of inside information in the days leading up to and including the evening of 28 January as follows:

- a. The interest expressed in him by West Brom.
- b. The offer for him made by West Brom to Liverpool on 23 January 2018.
- c. The fact that this offer had been accepted by Liverpool.
- d. The nature and extent of the discussions between West Brom and Dean about an acceptable package of personal terms.
- e. The fact that Alan Pardew of West Brom wished to speak to him.
- f. The contents of the conversation which subsequently took place between them.
- g. The contact which had been established between Lee Charnley of Newcastle and Dean.
- h. The contact established between Dean and Rafa Benitez of Newcastle.
- i. The contents of the subsequent telephone conversations between Daniel and Mr Benitez.

211. The FA's case was that some or all of this information was imparted by Mr Sturridge to his family (including Leon and Michael) over the course of that same period. In addition, the FA suggested that, during the course of the early part of the evening of 28 January, Mr Sturridge must have informed his family (again, including Leon and

Michael) that his thinking at that particular moment in time was a preference for the move to West Brom.

212. In support of that assertion, the FA relied in particular on the following matters:
- a. The 'frenzy' of betting engaged in by his family starting at 8.11pm that evening with Anthon's call to Paddy Power and Leon's simultaneous contact with Naomi Thorpe.
 - b. The fact that every single one of the bets laid that night by the family and agents on their behalf (eg Ms Thorpe and Ms Edwards) were placed on a move to West Brom.
 - c. The fact that all the bets laid by the Y Group and their associates were similarly placed on West Brom.
 - d. The fact that with one exception (a bet on West Ham), all the bets which Richard and Gemma Podmore laid or attempted to lay that evening were on West Brom.
 - e. The size of the bets in question. Anthon and Naomi attempted to lay bets of £3,000 and £1,000 respectively. This can only be on the basis that the information giving rise to the bets was of the highest possible quality, such as where the player himself was contemplating going.
 - f. The direct evidence that Mr Sturridge was himself, at precisely the same time that evening, sufficiently serious about the West Brom move to ask Mr Hemmings to investigate the odds on it.
213. Ms Mulcahy submitted that Mr Sturridge did not provide inside information to Leon relating to his move to West Brom on or before 28 January 2018.
214. A feature of the FA's case on charges 6(a) and 6(b) is that it has identified nine items of information related to a possible move to West Brom which it claims was known to Mr Sturridge and asserted that he must have imparted some or all of this to his family, and further expressed his preference for West Brom. There is a lack of direct evidence of Mr Sturridge providing this information to Leon, which is why the FA relies on other matters to support the inference that Mr Sturridge must have provided this information to Leon. Whilst the FA has assembled a formidable case that requires

careful examination, it is important not to overlook the possibility of other explanations for the events that unfolded.

215. It should be remembered that Dean was Daniel's agent and it was Dean who had the primary role of communicating with Liverpool, West Brom and Newcastle about a potential move for Daniel. We accept Dean's evidence that he kept Michael up-to-date with developments regarding Daniel's transfer situation, with the result that Michael is likely to have known what Daniel knew on the matter. Michael is also likely to have spoken to other family members (including Leon) about Daniel's situation when the family gathered on 28 January, and also at other times.
216. Leon was not present at his parents' home on 28 January. He was, however, in telephone contact. He took part in a facetime call at 6.44pm which lasted over 6 minutes. This took place before Daniel spoke to Alan Pardew (which he did at 7.25pm). On the facetime call, other family members chipped in with their views as to what Daniel should do. Daniel was undecided and said little if anything on that call. It will be recalled that when X asked Daniel the following morning what Dean had said on the Sunday evening, Daniel replied "*Everyone said WBA/Dad Leon grandad Dean and Mom/Only person no was Cherelle*". Leon's evidence was that he spoke to his father by phone after Daniel had spoken to Alan Pardew, that Michael had said that they sounded confident, and that that led Leon to think Daniel might be going to West Brom.
217. The betting by family members and friends that followed was predominantly on Daniel moving to West Brom, although we note that in addition to Gemma Podmore's bet on West Ham, X placed two bets on Daniel moving to Newcastle. Whilst it is likely that the bets resulted from Leon and Michael talking to others about the possibility of Daniel moving to West Brom, we are not persuaded that this supports the inference that Daniel provided Leon with inside information. On the contrary, it is likely that Leon drew his own conclusions about Daniel's likely destination after other family members (but not Daniel) expressed their views on the facetime call, and after Michael told Leon about Daniel's call with Alan Pardew.
218. Our conclusion on this part of charge 6(a) is that the FA has not established that on or before 28 January Daniel provided to Leon inside information concerning a possible move to West Brom. That is sufficient to dismiss charge 6(a).

Did Leon Sturridge use the inside information for, or in relation to, betting?

219. Even if we had found that Daniel provided Leon with inside information concerning a move to West Brom, we would have concluded that Leon did not use the information for, or in relation to, betting.
220. The FA alleged that Leon used the inside information to seek out the best available odds on the move, and did so at the request of Daniel. We have already rejected the FA's case that there was a family affair to engage in betting. This allegation is rejected for the same reasons.
221. We do not consider that the FA has clearly advanced an alternative case that Leon used the inside information to investigate the odds for his own purposes, rather than for the purpose of a family affair. Leon's bets on a move to West Brom are the subject of charge 8. However, we would have rejected this alternative case if it had been clearly advanced. The use of inside information to investigate odds, without more, is not use for, or in relation to, betting.

Did Daniel Sturridge know, or could he reasonably have known, that the information would be used by Leon Sturridge for, or in relation to, betting?

222. Given our findings above, this matter does not strictly arise for decision on charge 6(a). However, if (contrary to our findings) Leon had used inside information concerning a move to West Brom to investigate the odds for his own purposes, we would have found that Mr Sturridge did not know, and could not reasonably have known, that Leon would use the information in that way. This is for the same reasons that lead us to that conclusion in relation to charge 8.

Charge 6(b)

Breach of Rule E8(1)(b)

It is alleged that on or before 28 January 2018, you provided to Michael Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to West Bromwich Albion FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by Michael Sturridge for, or in relation to, betting.

223. Charge 6(b) concerns the same matters as charge 6(a) save that the person said to have received and used the inside information is Michael instead of Leon.

Did Daniel Sturridge provide inside information to Michael Sturridge?

224. We refer to our findings under charge 6(a) in relation to whether, on or before 28 January, Daniel provided inside information to his family concerning a possible move to West Brom. There are some differences between the position of Michael and that of Leon in this respect. Michael was present at the family home on the evening of 28 January whereas Leon was not. It is likely, therefore, that Daniel told Michael the gist of his telephone conversations with Alan Pardew and Rafa Benitez which were made while Daniel was at the house. The contents of those conversations were not in the public domain at that time. To this extent, we find that Daniel provided inside information to Michael concerning a possible move to West Brom.

Did Michael Sturridge use the inside information for, or in relation to, betting?

225. The FA's case is that Michael used the inside information provided by Daniel to liaise with Anthon and encourage him to lay his bet on the evening of 28 January.

226. As with charge 1(a) relating to Anthon's bet on Inter Milan, we conclude that Michael told Anthon about the possible move to West Brom and that he did so to encourage Anthon to bet on that move. It is more doubtful whether Michael used the inside information provided by Daniel, namely as to the contents of his calls with Alan Pardew and Rafa Benitez, in liaising with Anthon. There was other information about the possible move to West Brom of which Michael was aware from what Dean is likely to have told him that he could have used in speaking to Anthon. But we are prepared to accept that Michael used what Daniel told him about his call with Mr Pardew when contacting Anthon and encouraging him to bet on a move to West Brom. Accordingly, we find that Michael used the information for, or in relation to, betting.

Did Daniel Sturridge know, or could he reasonably have known, that the information would be used by Michael Sturridge for, or in relation to, betting?

227. As before, the FA's case is that Daniel not only knew about the bet to be laid by Anthon but that he actively participated in that plan. We have already rejected the FA's case of a family affair.

228. We further find that Mr Sturridge did not know, nor could he reasonably have known, that his father would use inside information provided as part of a family discussion about his future to encourage Anthon to bet on that future. On 28 January, Daniel did not know that Anthon had bet on a move to Inter Milan on 17 January. So far as Daniel was concerned, the conversations about his possible transfer which he had with his father on and in the run-up to 28 January, were the type of conversations that he had had before when he looked to his father for advice and guidance on his next career move. He did not know, and could not reasonably have known, that his father would use this information for, or in relation to, betting. The regulatory defence is made out.

229. In the circumstances, charge 6(b) is dismissed.

Charge 7

Breach of Rule E8(1)(b)

It is alleged that on 28 January 2018 at 20.25, you provided to Daniel Hemmings information relating to football, namely information concerning a possible move by you from Liverpool FC to West Bromwich Albion FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by Daniel Hemmings for, or in relation to, betting.

230. We have set out our findings regarding the exchanges between Daniel Sturridge and Daniel Hemmings on 28 January at paragraphs 71-72 above.

Did Daniel Sturridge provide inside information to Daniel Hemmings?

231. The FA's case is that Mr Sturridge told Mr Hemmings that he might move to West Brom and that this was inside information.

232. Ms Mulcahy submitted that Mr Sturridge's comment is too uncertain to amount to inside information. We disagree. Mr Sturridge's view that he might move to West Brom was information and we have seen no evidence to suggest that his view was publicly available at that time. Accordingly, Mr Sturridge provided Mr Hemmings with inside information that he might move to West Brom.

Did Mr Hemmings use the inside information for, or in relation to, betting?

233. The FA's case is that Mr Sturridge provided this information to Mr Hemmings so that a joint evaluation of the available odds could be undertaken in the light of that information, and that this is what took place.
234. Ms Mulcahy submitted that Mr Hemmings did not use the information for, or in relation to, betting because he merely looked up the odds and certainly did not bet. He looked up the odds because his friend asked him to do so.
235. Mr Sturridge contacted Mr Hemmings at 8.24pm, and asked him to check the price for him to go to West Brom. This was approximately 15 minutes after Leon contacted Naomi Thorpe, who then tried to place a bet on Daniel moving to West Brom, as did Anthon. However, it was also about an hour after Daniel had spoken to Alan Pardew. At this time, Daniel was undecided between West Brom and Newcastle and it is unsurprising that he wanted to discuss his situation with his friend in New York, [REDACTED].
236. Mr Hemmings did not respond until about 40 minutes later when he said that he didn't even see odds for West Brom. Mr Sturridge said to him, "*Look real quick playa*". Mr Sturridge's evidence is that this simply meant "*Have a look*" and that the term "*real quick*" did not convey urgency. The FA did not accept Mr Sturridge's evidence on the point. However, even if the message did convey urgency, that would not necessarily mean that Mr Sturridge was keen to know the odds for the purpose of betting. It could equally mean that he wanted more information on how the market viewed the likelihood of him moving to West Brom. Mr Sturridge was keen to find this out given that he had been told that West Brom had bid for Troy Deeney and it was unlikely that they would sign both strikers.
237. When Mr Hemmings later found odds, he asked Mr Sturridge what he wanted to do. Mr Sturridge said "*Odds too short fam*" and later, when longer odds were found, he said "*It's worth a flutter*". These comments might suggest that Mr Sturridge was investigating odds with a view to betting. However, we accept Mr Sturridge's evidence that were throwaway remarks. It is plausible that they were made to save Mr Sturridge having to explain to Mr Hemmings that he had asked him to look up the odds to assess the likelihood of the move taking place.

238. We accept the evidence of Mr Sturridge and Daniel and Derek Hemmings that a facetime call took place shortly after. Mr Sturridge called Mr Hemmings to discuss his options. In the course of the call, Mr Hemmings mentioned the odds and Mr Sturridge told him he should forget about it and shouldn't bet. Mr Hemmings said he hadn't been planning to.
239. Mr Hemmings undoubtedly looked up the odds on Mr Sturridge moving to West Brom. However, he did no more than look them up and report them to Mr Sturridge, which did not amount to a use for, or in relation to, betting.
240. In the circumstances, charge 7 is dismissed.

Charge 8

Breach of Rule E8(1)(b)

It is alleged that on or before 28 January 2018, you provided to Leon Sturridge information relating to football, namely information concerning a possible move by you from Liverpool FC to West Bromwich Albion FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by Leon Sturridge for, or in relation to, betting.

241. Charge 8 is related to charge 6(a). It concerns the bets placed by Leon himself as a result, so the FA alleged, of the inside information provided by Daniel Sturridge on the evening of 28 January 2018.

Did Daniel Sturridge provide inside information to Leon Sturridge?

242. We found, in relation to charge 6(a), that Daniel did not provide inside information to Leon on or before 28 January concerning a possible move to West Brom. That is sufficient to dismiss charge 8.

Did Leon Sturridge use the inside information for, or in relation to, betting?

243. Even though, in view of our finding in the previous paragraph, it is strictly not necessary for us to do so, we shall briefly consider the bets that Leon placed and attempted to place, and arranged for others to place, on 28 January on Daniel moving to West Brom. The conclusion that we have reached is that he did this based on his

own assessment of the likelihood of Daniel moving to West Brom, uninfluenced by any inside information provided by Daniel. In particular, Leon took part in the facetime call with Michael, Grace, Cherelle and possibly Daniel's grandad on 28 January, when all (save for Cherelle) expressed the view that Daniel should move to West Brom. Daniel said little or nothing during the call. Leon also spoke to Michael after Daniel had spoken to Alan Pardew, which was shortly before he placed his first bet that evening.

Did Daniel Sturridge know, or could he reasonably have known, that the information would be used by Leon Sturridge for, or in relation to, betting?

244. Even if (contrary to our findings) Leon did use inside information provided by Daniel to bet on him moving to West Brom, we would have concluded that Daniel did not know, nor could he reasonably have known, that Leon would use the information to bet on his move.

245. Conversations between Daniel and the family (including Leon), especially on the evening of 28 January, concerning his possible transfer were typical of such conversations about Daniel's career when he sought advice and guidance from his immediate family. Daniel could not reasonably have known that Leon would use any information provided by Daniel to bet on his transfer. This remains the case despite Daniel instructing Leon to bet on his move to Sevilla on 19 January. As we have found, that behaviour by Daniel was out of character and was followed on 20 January by Daniel telling Leon that he should not bet on his move.

246. In the circumstances, charge 8 is dismissed.

Charge 9

Breach of Rule E8(1)(b)

It is alleged that on 28 January 2018, you provided to X information relating to football, namely information concerning a possible move by you from Liverpool FC to West Bromwich Albion FC, which you obtained by virtue of your position within the game and which was not publicly available at that time. That inside information was subsequently used (in part or in whole) by X for, or in relation to, betting.

247. We have set out our findings of fact regarding the exchanges between Mr Sturridge and X at paragraphs 73-76 above.

Did Daniel Sturridge provide inside information to X?

248. Mr Sturridge gave evidence that during the 24-minute call on the evening of 28 January, he told X that the main options were Newcastle or West Brom.

249. On 29 January, Mr Sturridge told X what his family members had said the previous night about where he should move to, and also told him about his contact with Alan Pardew.

250. In these respects, Mr Sturridge provided inside information to X concerning a possible move to West Brom.

Did X use the inside information for, or in relation to, betting?

251. Shortly after their telephone call on 28 January, X placed bets on Mr Sturridge moving to Newcastle and West Brom. He placed further bets the following day on Mr Sturridge moving to West Brom.

252. We find that X used the inside information provided by Mr Sturridge to bet on his possible transfers.

Did Daniel Sturridge know, or could he reasonably have known, that the information would be used by X for, or in relation to, betting?

253. The FA's case is that the very purpose of the call from Mr Sturridge to X on 28 January was to discuss his transfer options and that he encouraged X to bet on those options.

254. In support of that case, the FA relied on the following matters:

- a. The desire of Mr Sturridge to assist those close to him to benefit from betting on his transfer moves.
- b. The other betting activity being engaged in on the evening of 28 January by Mr Sturridge, Leon, Michael and Anthon.
- c. The inherent unlikelihood of X spontaneously deciding to do the same thing.
- d. The inherent unlikelihood that X would betray his lifelong friend in this way.

- e. The separate instructions to place bets previously provided by Daniel to Leon.
 - f. The untruthful explanation given by Daniel in his first interview about never having expected Leon to bet on his moves, when this was something which Daniel had actively encouraged himself.
255. Ms Mulcahy submitted that it was the unchallenged evidence of X and Mr Sturridge that they had never discussed betting on football. Mr Sturridge trusted X until he became aware of X's bets since when they have fallen out.
256. We have already made findings on a number of the matters on which the FA relied in support of this part of its case. We have found that there was no family affair; Mr Sturridge did not engage in betting; his instructions to Leon to bet on the move to Sevilla were out of character and followed by Daniel telling Leon that he should not bet.
257. We do not consider it inherently unlikely that X would bet on Mr Sturridge's move when provided with information about his possible destination, however regrettable it was that X did so in the circumstances. The consequence of his doing so does appear to have been a breakdown in the relationship between them. We do not consider Mr Sturridge to have been untruthful in his first interview in the way suggested.
258. Mr Sturridge and X have been lifelong friends. Mr Sturridge discussed his situation and transfer options in the context of that friendship. The nature of their conversation is apparent from the content of their messages in which X offered Mr Sturridge his thoughts and advice on his future. We find that Mr Sturridge did not know, nor could he reasonably have known, that X would use the information he provided for betting.
259. In the circumstances, charge 9 is dismissed.

PENALTY

260. We provided the parties with our written decision and reasons in relation to the charges on 7 June 2019 and invited submissions regarding consequential matters. The parties exchanged further written submissions, and reply submissions, and Mr Sturridge provided a third witness statement. At a further hearing on 3 July 2019, oral submissions were made on behalf of the parties and Mr Sturridge made a short oral statement.

Relevant provisions on penalties

261. Paragraphs 40 to 53 of the FA Disciplinary Regulations deal with penalties. The relevant parts are as follows:

“General

40 *Save where expressly stated otherwise, a Regulatory Commission shall have the power to impose any one or more of the following penalties on the Participant Charged:*

40.1 *a reprimand and/or warning as to future conduct;*

40.2 *a fine;*

40.3 *suspension from all or any specified football activity from a date that the Regulatory Commission shall order, permanently or for a stated period or number of Matches;*

...

40.9 *such further or other penalty or order as it considers appropriate.*

41 *In imposing penalties, a Regulatory Commission shall consider any:*

41.1 *applicable standard sanctions or sanction guidelines as may be communicated by The Association from time to time. A Regulatory Commission shall have the discretion, to depart from such sanction guidelines where it, in its absolute discretion, deems it appropriate having regard to the facts of an individual case (for example, where a particular act of Misconduct is sufficiently serious that the guideline sanction would not constitute a sufficient penalty for the Misconduct that has taken place);*

41.2 *mitigating and/or aggravating factors, to include but not limited to those as may be communicated by The Association from time to time.*

Suspended Penalty

42 *Save where any Rule or regulation expressly requires an immediate penalty to be imposed, and subject to paragraphs 43 to 45 below, the Regulatory Commission may*

order that a penalty imposed is suspended for a specified period or until a specified event and on such terms and conditions as it considers appropriate.

- 43 *Where the penalty to be imposed is to be suspended, no more than three-quarters of any such penalty may be suspended. If the period of such a suspension is a lifetime, the non-suspended period must be no less than eight years."*

The FA's submissions on penalties

262. The FA was not aware of any previous cases of sufficient factual similarity to be of any useful assistance to the Commission. As regards guidelines, there were none specifically dealing with the offence of instructing another to bet in breach of Rule E8(1)(a)(ii). Nevertheless, the FA drew to our attention guidelines dealing with the provision of inside information for, or in relation to, betting. The FA submitted that, whilst the inside information allegations in this case had not been upheld, the instructions to bet in charges 3 and 4 *were* based on inside information provided by Mr Sturridge to his brother. Whilst, therefore, the inside information guidelines may technically not be of direct application, they are nonetheless highly relevant, according to the FA.
263. With regard to the question whether Mr Sturridge's instructions on 19 January 2018 should be treated as, in effect, one instruction (see paragraph 199 above), the FA invited us to bear in mind the reason why two separate instructions were issued by Mr Sturridge. This, so the FA submitted, was Mr Sturridge's cynical determination to ensure that the bet was based on the best available inside information, which would only be to hand following the meeting with Sevilla at 3pm, which was an aggravating factor.
264. The FA made submissions regarding mitigating and aggravating factors, which we have carefully considered. In all the circumstances, the FA submitted that a sporting sanction is the only realistic outcome in the case and a sanction of any shorter duration than six months would wholly fail to reflect the gravity of the case.

Mr Sturridge's submissions on penalties

265. On behalf of Mr Sturridge, it was submitted that any sanction must be proportionate, which requires that the sanction take into account the Participant's conduct and any mitigating and aggravating factors. Here, there were no aggravating factors and no

relevant FA sanctioning guidelines for this offence. It was not appropriate to increase a proportionate sanction in order to include a deterrent factor.

266. In respect of the two proven charges, it was Mr Sturridge's position that it would be unreasonable and disproportionate to sanction him on the basis that he committed two separate and distinct breaches of Rule E8(1)(a)(ii) given the nature and timing of the messages on which the charges were based.

267. A number of mitigating factors were advanced on behalf of Mr Sturridge, which we have carefully considered.

268. Each party responded to and, mostly, disputed the other's submissions on penalty.

Decision on penalty

269. A penalty can serve a number of purposes. These include, in this case, an element to punish the player for breaking the rules, an element to deter him from repeating the offence, and an element to deter others from doing the same thing. Having had regard to these purposes, and to the totality of the evidence, including any mitigating and aggravating factors, the penalty should be proportionate.

270. The FA has published sanction guidelines for betting cases. However, none of the guidelines deals with the offence of instructing a person to bet. In the circumstances, we do not consider that we are assisted by reference to the sanction guidelines.

271. We have taken the following mitigating factors, in particular, into account:

- a. Mr Sturridge has no previous disciplinary record with the FA.
- b. The suggestion that Leon would put a grand on Daniel moving to Sevilla was first made by Leon on 18 January 2018. Daniel told Leon not to be so stupid.
- c. On 20 January 2018, Daniel told Leon that he shouldn't gamble and so Leon decided not to place a bet.
- d. These comments by Daniel reflected his overall approach to betting on football in general, [REDACTED] which was to discourage it. [REDACTED]
[REDACTED]
[REDACTED]

- e. Mr Sturridge was facing a number of significant challenges, both personally and professionally, during January 2018 and was under considerable strain as a result. The instructions which he gave to his brother, which form the basis of charges 3 and 4, were out of character.
- f. Mr Sturridge has expressed remorse for his actions in instructing Leon to bet on 19 January 2018. He expressed remorse in writing in his third witness statement and also orally to us at the sanction hearing. We accept that Mr Sturridge is genuinely remorseful in relation to his conduct on 19 January, although we note that these expressions of remorse were made only *after* we had found charges 3 and 4 to be proved.
- g. These proceedings have now lasted for more than 15 months. Whilst we have upheld two of the charges, they have been prolonged by the FA bringing charges that we have dismissed. This experience has been stressful for Mr Sturridge and has placed a number of his relationships under strain.
- h. Mr Sturridge has demonstrated his commitment to the wider football community through his establishment of the Sturridge Foundation and the Sturridge Football Academy.

272. We have taken the following aggravating factors, in particular, into account:

- a. It is a serious matter for a senior, experienced professional footballer to instruct another person to bet on his potential transfer.
- b. Mr Sturridge gave two instructions to his brother to place a bet on 19 January 2018. Whilst the instructions related to the same potential transfer to Sevilla, and could be seen as part of one extended conversation, they were separated by a number of hours and properly formed the subject of two charges.
- c. The instructions were given in the context, and on the basis, of inside information known to Mr Sturridge, namely that he was considering Sevilla more than Inter, that he considered the Spanish league better for him, that his family were meeting with a representative of Sevilla at 3pm and that after 6pm Mr Sturridge expected to know the outcome of the meeting.

d. [REDACTED]
[REDACTED]

273. We impose the following penalty:

- a. Mr Sturridge is fined £75,000, payable within 28 days of the date of this decision.
- b. Mr Sturridge is suspended from taking part in all domestic club football matches including friendlies for a period of six weeks from 17 July 2019. Four weeks of this period are suspended until 31 August 2020 but will come into effect immediately if a charge of breach of Rule E8 (or its equivalent) committed on or before 31 August 2020 is brought by the FA against Mr Sturridge and subsequently admitted or proven. If that four-week period of suspension does not come into effect in that way, it will lapse. Accordingly, Mr Sturridge will serve an immediate suspension as described from 17 to 31 July 2019 (inclusive).

274. This penalty contains a punitive element and a deterrent element (in respect of Mr Sturridge and others) and is, in our judgment, proportionate having regard to all the circumstances.

COSTS

275. Paragraph 54 of the FA Disciplinary Regulations provides as follows:

"54 Save where otherwise provided, any costs incurred:

54.1 in bringing or defending a Charge will be borne by the party incurring the costs; and

54.2 by a Regulatory Commission, which are considered by the Chairman of the Regulatory Commission to be appropriate, may be ordered to be paid in full or in part by either party (such costs may include, but are not limited to, the costs of the Regulatory Commission and related expenses)."

276. Having regard to the fact that two charges are proven, and the remaining charges dismissed, we order Mr Sturridge to pay 25% of the costs of the Regulatory Commission, payable within 28 days of service on Mr Sturridge of written notice by the FA of the amount of those costs and the sum payable by him.

ORDER

277. The Regulatory Commission's order is as follows:

- a. Charges 1(a), 1(b), 2, 5, 6(a), 6(b), 7, 8 and 9 are dismissed.
- b. Charges 3 and 4 are proved.
- c. Mr Sturridge is fined £75,000, payable within 28 days of the date of this decision.
- d. Mr Sturridge is suspended from taking part in all domestic club football matches including friendlies for a period of six weeks from 17 July 2019. Four weeks of this period are suspended until 31 August 2020 but will come into effect immediately if a charge of breach of Rule E8 (or its equivalent) committed on or before 31 August 2020 is brought by the FA against Mr Sturridge and subsequently admitted or proven. If that four-week period of suspension does not come into effect in that way, it will lapse. Accordingly, Mr Sturridge will serve an immediate suspension as described from 17 to 31 July 2019 (inclusive).
- e. Mr Sturridge shall pay 25% of the costs of the Regulatory Commission, payable within 28 days of service on Mr Sturridge of written notice by the FA of the amount of those costs and the sum payable by him.
- f. Mr Sturridge's personal hearing fee is forfeit and is to be retained by the FA.

Paul Goulding QC (Chair)

Tony Agana

Simon Parry

15 July 2019