IN THE MATTER OF ARBITRATION:

LANCE ARMSTRONG AND
TAILWIND SPORTS INC.

v.

SCA PROMOTIONS, INC. AND
HAMMAN INSURANCE SERVICES, INC.

BEFORE THE HONORABLE
RICHARD FAULKNER, RICHARD
CHERNICK AND TED LYON,
ARBITRATORS

PLAINTIFFS' DESIGNATION OF EXPERT WITNESSES

Plaintiffs, Lance Armstrong and Tailwind Sports, Inc., designate the following expert witness relating to insurance issues pursuant to the agreement of the parties:

Mr. Joe Longley
The Law Offices of Joe K. Longley
1609 Shoal Creek Blvd., Ste. 100
Austin, Texas 78701

Mr. Longley is an attorney duly licensed to practice law in the State of Texas and has written and published extensively on the business of insurance and insurance bad faith. Mr. Longley's curriculum vitae is attached hereto as Exhibit "A". Mr. Longley is expected to provide his opinion regarding insurance and insurance bad faith issues as follows:

1. The Contingent Prize Contract #31122 issued by SCA Promotions, Inc. to Tailwind Sports Corp., f/k/a Disson Furst & Partners, constitutes the business of insurance under Texas law, regardless of the "business contract" nomenclature utilized by SCA to describe the agreement.

2. The risk or contingency against which SCA indemnified Tailwind was Tailwind's potential liability to Lance Armstrong for bonuses due
Armstrong from Tailwind for being the official winner of the 2001, 2002, 2003 and 2004 Tour de France ("TDF") bicycle events. The event(s) triggering SCA’s obligation to pay under the subject agreement were the declaration by the governing body of the TDF of Armstrong as the “official winner” of the TDF events identified in the agreement.

3. Tailwind’s liability to Armstrong is determined by its contract with Armstrong and Tailwind became liable to Armstrong upon his sixth consecutive victory in the TDF in July, 2004. Tailwind’s liability is clear and unambiguous; consequently, SCA’s liability is likewise clear and unambiguous.

4. SCA had no reasonable basis for either denying or delaying the claim of Tailwind for the $5,000,000.00 due thirty business days subsequent to the conclusion of the 2004 TDF.

5. SCA contracted directly with Swiss Re for the reinsurance of 97.5% of the $1,500,000 coverage due in 2002 and the $3,000,000 coverage due in 2003. SCA’s direct negotiation and acquisition of reinsurance from Swiss Re by SCA constituted the “business of insurance” under Texas law despite the purported utilization of AIG (Lexington Insurance) as a fronting carrier.

6. SCA delayed and denied Tailwind’s claim unreasonably and engaged in bad faith in the investigation and evaluation of Tailwind’s claim for the $5,000,000 due in 2004; that bad faith was knowing and intentional and
subjects SCA to damages of 18% per annum as well as multiple damages in the amount of $15,000,000.

7. SCA asserts that Contingent Prize Contract and the Addendum thereto are not "insurance"; those agreements are clearly the "business of insurance", however. Even if one were to conclude that the agreement was not the "business of insurance", the representations of "coverage" and the fundamental nature of indemnifying Tailwind's exposure, SCA would be liable for false, deceptive and misleading conduct violating the provisions of Sec. 17.46 of the DTPA and the measure of damages would be the same.

8. SCA never had any contact with Tailwind or Mr. Armstrong and Mr. Robert Hamman's testimony confirms that SCA did not rely upon any concealment or misrepresentation of Tailwind. In any event, SCA was required by Art. 21.17 of the Texas Insurance Code to notify Tailwind within ninety days from September 2, 2004 of the specific misrepresentations made by Tailwind; otherwise that defense is waived by SCA as a matter of law.

9. SCA is not entitled to the documents, information and materials demanded in the correspondence of Robert Hamman dated September 2, 2004, in order to process Tailwind's claim. To the contrary, SCA is not entitled to any documents not identified in the insurance contract between SCA and Tailwind.
The policies issued by Chubb and Lloyd's of London provide the same indemnity as the SCA contract and the availability of such Prize Reimbursement coverage is significant as Tailwind would have, had it been informed by SCA that Tailwind did not have insurance coverage, secured such coverage from alternate sources.

Respectfully submitted,

HERMAN, HOWRY & BREEN, L.L.P.

Timothy J. Herman
State Bar No. 09513700
Sean E. Breen
State Bar No. 00783715
1900 Pearl Street
Austin, Texas 78705-5408
(512) 474-7300
(512) 474-8557 Facsimile
ATTORNEYS FOR CLAIMANTS
LANCE ARMSTRONG AND
TAILWIND SPORTS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on counsel listed below via email and facsimile on the 9th day of September, 2005.

Michael P. Lynn/Jeff Tillotson.
Lynn Tillotson & Pinker, L.L.P.
750 N. St. Paul Street
Suite 1400
Dallas, Texas 75201
Respectfully submitted,

HERMAN, HOWRY & BREEN, L.L.P.

Timothy J. Herman
State Bar No. 09513700
Sean E. Breen
State Bar No. 00783715
1900 Pearl Street
Austin, Texas 78705-5408
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Michael P. Lynn/Jeff Tillotson.
Lynn Tillotson & Pinker, L.L.P.
750 N. St. Paul Street
Suite 1400
Dallas, Texas 75201

Ted B. Lyon, Jr.
Ted B. Lyon & Associates
18601 LBJ Freeway
Suite 525
Mesquite, TX 75150

Richard Faulkner
National Mediation Arbitration Inc.
6688 North Central Expressway
Dallas, Texas

Richard Chernick
JAMS
707 Wilshire Blvd.
46th Floor
Los Angeles, CA 90017

Timothy J. Herman
Born West Plains, Missouri, February 10, 1943

Admitted to Bar 1969, Texas

Subsequent Admissions:
1970, U.S. Court of Appeals, Fifth and Eleventh Circuits
1971, U.S. District Court, Northern, Western, and Southern Districts of Texas
1990, U.S. Supreme Court

PROFESSIONAL HONORS

2000—Named to Texas Lawyer’s distinguished list of “100 Legal Legends” for his impact on
Texas law protecting consumers

2002—Name by Texas Lawyer’s Go-To Guide as the Number One Go-to-Lawyer for Insurance
Law in the State of Texas

2003—Selected as a Texas Super Lawyer by Texas Monthly magazine in the field of class
action/mass torts

2004—Selected as a Texas Super Lawyer by Texas Monthly magazine in the field of insurance
coverage

2005—Selected as a Texas Super Lawyer by Texas Monthly magazine in the field of insurance
coverage

EDUCATION

BBA - University of Texas, 1966

JD - University of Texas, Austin, School of Law, 1969

• 1968-1969 Member, Moot Court Board

• 1968-1969 Member, Legal Research Board

GOVERNMENTAL EXPERIENCE (PRE-LAW)

1963 Clerk—Base Rate Section—Texas State Board of Insurance

1963 Asst. Sergeant-at-Arms; Texas State Senate (Lt. Governor Preston Smith)

1964-1969 Office Assistant—Governor’s Office (Governor John Connally)

PROFESSIONAL EXPERIENCE AND ACTIVITIES

Division (Attorney General Crawford C. Martin)

1971-1972 Associate Attorney; Edwards & DeAnda, Corpus Christi, Texas

1972-1973 Solo practitioner; Law Offices of Joe K. Longley, Austin, Texas
1975-1979  Solo practitioner; Law Offices of Joe K. Longley, Austin, Texas
1977-1978  Chairman - Consumer Law Section State Bar of Texas
1976-1979  Director, State Bar of Texas-District 9 (Travis County)
1976-1979  Member Ex-officio-District 9 Grievance Committee
1979-2004  Partner, Longley & Maxwell, LLP, Austin, Texas
1983-1989  Public Member, Joint Legislative Committee to Study the Deceptive Trade Practices Act
1990-2004  Director, Texas Law Institute, Inc.

Spring 2001  Adjunct Professor, University of Texas School of Law (Insurance law)

GENERAL LEGISLATIVE EXPERIENCE

1973 - Present  Principal draftsman of the Texas Deceptive Trade Practices Consumer Protection Act (DTPA); and amendments to Article 21.21, TEX. INS. CODE; assisted in drafting the Texas Home Solicitation Transaction Act; assisted in drafting the Texas Debt Collection Practices Act; assisted in drafting the Tenant's Security Deposit Act; Assisted in drafting all amendments to the DTPA and Article 21.21, TEX. INS. CODE


1993  Co-draftsman, Insurance Code Amendments HB 1461; Real Estate Disclosure, HB 1081; Security Standards, HB 1358; Swimming Pool Standards, SB 140

1995  Member of Texas Trial Lawyers Negotiating Team 74th Legislative Session Consumer Protection Act and Insurance Code

2001  Member of Texas Trial Lawyers Negotiating Team 77th Legislative Session Consumer Protection and Insurance

APPROVED AS CLASS COUNSEL

2003  Cause No. GN-00-3014; Betty J. Wendland, on Behalf of Herself and All Others Similarly Situated, et al vs. Insurance of America Agency, Inc., et al., in the 201st District Court of Travis County, Texas

2001  Cause No. 00-00705, Ella Mae Rowe, Individually and on Behalf of All Others Similarly Situated vs. National Western Life Ins. Co., in the 345th Judicial District Court of Travis County, Texas

2000  Cause No. 32,404-A ; Mike Davis, et al. vs. Monsanto Company, Delta and Pine Land Company, and D & M Partnership, Defendants; in the 82nd Judicial District Court of Falls County, Texas

1999  Cause No. 98-00886; Shelly E. Stromboe, D.D.S., et al., on Behalf of Themselves and all Others Similarly Situated, vs. Henry Schein, Inc., et al.; in the 345th District Court of Travis County, Texas
PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

American Bar Association (Texas State Coordinator for Consumer Affairs Committee, Young Lawyers Section, 1970-1971) (Chairman, Consumer Rights Committee, Litigation Section, 1975)
American Board of Trial Advocates (Life Fellow (2001) and Advocate Member, 1996—)
Federal Bar Association
State Bar of Texas (Member, Board of Directors, 1976-1979) (Chairman, Consumer Law Section, 1977)
Texas Trial Lawyers Association (30-year member)
The Association of Trial Lawyers of America (Stalwart 2001)
The Texas Bar Foundation (Life Member)
Keeton Fellow (University of Texas School of Law)
The Dean's Roundtable (University of Texas School of Law—2000)
William Wayne Justice Fund for Public Service (Steering Committee, University of Texas School of Law, 2003--present)

LAW RELATED PUBLICATIONS

BOOKS
Co-Author, Texas Consumer Litigation (1978) and Texas Consumer Litigation 2d (1993)

PERIODICALS
Editor, Texas Consumer Law Reporter 1981-2000
Editor, Texas Insurance Law Online 2001-2003

LAW JOURNALS AND LAW REVIEWS

Discovery and Sanctions for Discovery Abuse, 18 ST. MARY’S L.J. 163, 1986
Consumerism Comes to Texas, TEXAS TRIAL LAWYERS FORUM (July-Sept., 1973), pg. 23

CONFERENCES AND SEMINARS

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Handling an Insurance Bad Faith Case after Watson and Moriel, STATE BAR OF TEX. PROF. DEV. PROGRAM, 4TH ANNUAL ULTIMATE INSURANCE SEMINAR (1995)

DTPA Update, TEXAS TRIAL LAWYERS ASSOCIATION, ADVANCED PERSONAL INJURY SEMINAR (1995)

Legislative Update, STATE BAR OF TEX. PROF. DEV. PROGRAM, 8TH ANNUAL ADVANCED DTPA/CONSUMER/INSURANCE LAW COURSE (1995); COMPREHENSIVE CONSUMER LAW (1995); CORPUS CHRISTI BAR ASSOCIATION (1995)

When the Good Claim Goes Bad: Handling ERISA and Insolvency Problems, STATE BAR OF TEX. PROF. DEV. PROGRAM, SUING, DEFENDING AND NEGOTIATING WITH INSURANCE COMPANIES (1994)

The Future Decisions of the Texas Supreme Court in the Insurance Area, STATE BAR OF TEX. PROF. DEV. PROGRAM, 3RD ANNUAL ULTIMATE INSURANCE SEMINAR (1994)

DTPA Update, TEXAS TRIAL LAWYERS ASSOCIATION, ADVANCED PERSONAL INJURY COURSE, (1994)


Mental Anguish Damages Under the DTPA, TEXAS TRIAL LAWYERS ASSOCIATION, ADVANCED TRIAL TACTICS SEMINAR (1994)

Impact of Texas Supreme Court Decisions Affecting Insurance, TEXAS ASSOCIATION OF INSURANCE AGENTS, ANNUAL TEXAS COMPANY MANAGER CONFERENCE (1994)

Plaintiff’s Perspective, Arguing Punitive and Treble and Other Extraccontractual Damages or [Answering the Question of Who has a Heart Black as Three Feet Down a Wolf’s Gullet], STATE BAR OF TEX. PROF. DEV. PROGRAM, 2ND ANNUAL ULTIMATE INSURANCE SEMINAR (1993)

Current Issues Under the DTPA and Insurance Code, TEXAS TRIAL LAWYERS ASSOCIATION, ADVANCED PERSONAL INJURY LAW COURSE (1993)

Legislative Update, STATE BAR OF TEX. PROF. DEV. PROGRAM, 6TH ANNUAL ADVANCED DTPA/INSURANCE/CONSUMER LAW COURSE (1993)
DTPA, Texas Insurance Law and Other Consumer Issues, MEXICAN/AMERICAN BAR ASSOCIATION OF TEXAS (1993)

Vanishing Coverage: That Was Then, This Is Now, CAPITAL AREA TRIAL LAWYERS ASSOCIATION (1993)

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Moderator, Panel Session Relating to Attorney's Fees, THE TRAVIS COUNTY JUDICIARY; THE TRAVIS COUNTY BAR ASSOCIATION; THE AUSTIN YOUNG LAWYERS ASSOCIATION FOUNDATION, 2ND ANNUAL BENCH BAR CONFERENCE (1992)

Panelist, Hopes and Concerns of the Bar, STATE BAR OF TEX. PROF. DEV. PROGRAM, ADR INSTITUTE: HOW TO USE MEDIATORS TO GET A FAIR SETTLEMENT FOR YOUR CLIENT (1992)

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Taking Stock at the DTPA Arsenal: Causes of Action Under the DTPA and Article 21.21 of the Insurance Code, UNIV. OF TEX., 2ND ANNUAL DTPA CONFERENCE (1990)


"Discovery in Bad Faith Cases – Plaintiff’s Perspective, STATE BAR OF TEX. PROF. DEV. PROGRAM (1989)

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Cathey v. Metropolitan Life Insurance Company, 805 S.W.2d 387 (1991)

Celtic Life Ins. Co. v. Coats, 885 S.W.2d 96 (Tex. 1994)

Centex Homes v. Buecher, 95 S.W.3d 266, (Tex. 2003)


Henry S. Miller Co. v. Bynum, 836 S.W.2d 160 (Tex. 1992)

Henry Schein, Inc. v. Stromboe, 102 S.W.3d 675 (Tex. 2002)

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Remington Arms Co. v. Martinez, 850 S.W.2d 167 (Tex. 1993)
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Texas Court of Appeals
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Grainger v. Western Cas. Life Ins. Co., 930 S.W.2d 609 (Tex.App.—Houston [1st Dist.] 1996, writ denied)
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Lovell v. Western Nat. Life Ins. Co., 754 S.W.2d 298 (Tex.App.—Amarillo 1988, writ denied)
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McKnight v. Riddle & Brown, P.C., 877 S.W.2d 59 (Tex.App.—Tyler 1994, writ denied)
Medical Protective Co. v. Glanz, 721 S.W.2d 382 (Tex.App.—Corpus Christi 1986, writ ref'd)
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Monsanto Company, et al. v. Mike Davis, et al., 25 S.W. 3d 773 (Tex.App.—Waco 2000, review dismissed w.o.j.)
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National Sur. Corp. v. Dominguez, 715 S.W.2d 67 (Tex.App.—Corpus Christi 1986, no writ)
Sears, Roebuck & Co. v. Hurst, 652 S.W.2d 563 (Tex.App.—Fort Worth 1983, writ ref'd n.r.e.)
State Farm Fire & Cas. Co. v. Taylor, 706 S.W.2d 352 (Tex.App.—Fort Worth 1986, writ ref'd n.r.e.)
State Farm Fire & Cas. Co. v. Taylor, 832 S.W.2d 645 (Tex.App.—Fort Worth 1992, writ denied)
Underwriters Life Ins. Co. v. Cobb, 746 S.W.2d 810 (Tex.App.—Corpus Christi 1988, no writ)

United States Courts of Appeals
281-300 Joint Venture v. Onion, 938 F.2d 35 (5th Cir. 1991)
Federal Sav. & Loan Ins. v. Kralj, 968 F.2d 500 (5th Cir. Tex. 1992)
Hogue v. United Olympic Life Ins. Co., 39 F.3d 98, 30 Fed.R.Serv.3d 1500 (5th Cir. Tex. 1994)
Muzyka v. Remington Arms Co., 774 F.2d 1309 (5th Cir. 1985)
Total Plan Serv., Inc. v. Texas Retailers Ass'n, 932 F.2d 357 (5th Cir. 1991)
Total Plan Serv., Inc. v. Texas Retailers Ass'n, Inc., 925 F.2d 142 (5th Cir. 1991)