

AFFIDAVIT OF FLOYD LANDIS

I, Floyd Landis, under penalty of perjury, declare and state:

1. The statements contained in this affidavit are based on my personal knowledge and are true and accurate.
2. I am providing this affidavit to the United States Anti-Doping Agency ("USADA") voluntarily.
3. I understand that this affidavit will be submitted by USADA in legal proceedings, including arbitrations, in which USADA is presently involved, or may become involved, and in connection with cases that USADA has brought, or may bring, in connection with doping in the sport of cycling.
4. USADA has my full permission to use this affidavit as appropriate in connection with its anti-doping responsibilities under the World Anti-Doping Code, including use in any legal proceedings or investigations or in connection with any decision or announcement of sanctions or violations issued by USADA.
5. I was born on October 14, 1975 and grew up in Lancaster County, Pennsylvania.
6. In 1993, at age 17, I won the U.S. junior national championship in mountain biking.
7. In 1996, at age 20, I moved to Southern California to train and race full time.
8. In 1999, I switched full time to professional road cycling. I rode for the following teams during my professional road cycling career: Mercury Cycling Team (1999-2001), U.S. Postal

Service (2002–2004), Phonak Hearing Systems (2005–2006), OUCH (2009), and Bahati Foundation (2010).

9. In 2001, when I was riding for the Mercury Team, I was under contract to be paid \$5,000 per month, but the team failed to make all the payments that were due to me. As Mercury was a member of the Union Cycliste Internationale ("UCI"), and it was my understanding that UCI teams were supposed to have bank guarantees with UCI to protect riders in such situations, I therefore attempted to collect on the guarantee from UCI, but the UCI failed to act promptly on my request. Eventually, I asked a lawyer to follow up with the UCI, but UCI President Hein Verbruggen reacted negatively and wrote to my lawyer that, "Such an aggressive approach might perhaps work in the U.S.A. but it does not in Europe and most definitely not with me . . . I have given order to our legal department to take the tone of your approach into account when it comes to following up on your request." A true and accurate copy of Mr. Verbruggen's letter dated August 10, 2001 is attached hereto as Exhibit A. This was my first interaction with Mr. Verbruggen.

10. I signed a contract with Tailwind in 2001 to become a member of the U.S. Postal Service ("USPS" or "Postal") Team and to race with the team throughout the 2002 season. When I signed the contract, I was excited to be on the team and riding with Lance Armstrong, who was a celebrity in cycling. When I joined the USPS Team, I was aware of the existence of doping in professional cycling from my prior experiences in professional cycling.

11. In or around late 2001 (after the 2001 racing season had ended), I had a discussion with Johan Bruyneel, the managing director of the team, at a team training camp in Austin, Texas, regarding what would be expected of me as a team member with regard to the use of



performance enhancing drugs. When I inquired explicitly about the topic, Mr. Bruyneel advised me that when the time came and I needed a little “help,” he would tell me what to do and how to do it.

12. On or about June 2002, at the end of the 2002 Dauphine Libere cycling road race and prior to the start of the 2002 Tour de France, I was approached by Mr. Bruyneel in my hotel room in Grenoble, France. In that meeting, Mr. Bruyneel told me that, when I arrived in St. Moritz, Switzerland, Lance Armstrong would give me some testosterone patches and that team adviser and Italian physician Dr. Michele Ferrari (“Dr. Ferrari”) would help me extract a half liter of blood to be re-infused during the Tour de France.

13. In the same meeting, Mr. Bruyneel told me that the testosterone patches should be worn two out of three days after hard training for eight to ten hours at night, which would be relatively free of risk of detection. He also explained that Dr. Ferrari would tell me about how the blood transfusion would work.

14. Following my conversation with Mr. Bruyneel, I flew on a helicopter with Armstrong from the finish of the Dauphine Libere to St Moritz, Switzerland. Upon arrival, I went to defendant Armstrong’s apartment, where Mr. Armstrong gave me a package of 2.5 ml testosterone patches in front of Mr. Armstrong’s wife at the time, Kirsten Armstrong.

15. Several days later, Dr. Ferrari and I discussed how the blood transfusion process would work. Subsequently, I met with Dr. Ferrari at Armstrong’s apartment, where Dr. Ferrari performed an extraction of half a liter of my blood, which he explained at the time would be transfused back into my body during the Tour de France. This was the first occasion on which I had participated in blood manipulation of any kind and did so at the explicit initiation of



individuals charged with authority and acting on behalf of Tailwind and its principals, including Bruyneel.

16. Armstrong did not witness the blood extraction in his apartment, but he was aware that it had taken place and was present in the apartment at the time. Armstrong and I had lengthy discussions about the extraction on training rides in St. Moritz in or around June of 2002, during which time Armstrong also explained to me the evolution of EPO testing and how transfusions were necessary due to the new test, *i.e.*, EPO could no longer be used during races in large quantities (subcutaneously) without detection.

17. Armstrong also divulged during the same rides in or around June 2002 that he had used EPO himself since early in his professional bicycle racing career. Specifically, Armstrong stated that in 2001, the first year the EPO test was used, he had been told by Dr. Ferrari, who had access to the new test, that he should not use EPO anymore subcutaneously, but he did not believe Dr. Ferrari and continued to use it. Armstrong further stated that he subsequently tested positive for EPO while winning the Tour de Suisse, the month before the Tour de France in 2001, at which point he and Mr. Bruyneel flew to the UCI headquarters and made a financial agreement with Mr. Hein Verbruggen, head of UCI at the time, to keep the positive test hidden.

18. These comments by Armstrong about UCI being paid off came up in a conversation I had with him during one of our training rides in 2002. I had made a critical comment in the press regarding the delay in UCI paying on my claim relating to Mercury. Lance told me that he subsequently received a call from UCI President Verbruggen and that I needed to apologize to Verbruggen for my comments.

19. I explained the situation involving UCI and Mercury to Armstrong, but he told me that did not matter. He said there would come a time when we would need a favor from Verbruggen at some point, then he went on to tell me about his positive test in 2001 at the Tour de Suisse and how he had to pay the UCI to make the test go away.

20. In the same conversation, Armstrong said he would call Jim Ochowicz of USA Cycling and that Ochowicz would set up a call with Verbruggen so that I could apologize. I later spoke with Ochowicz, and he got Verbruggen on the line, and I apologized. Verbruggen asked me to retract some statements I had made to a cycling magazine, and I told him that I would do so, which I later did.

21. During the 2002 Tour de France, I was transfused with the half liter of my blood that had been previously extracted. The transfusion took place during stage 8 of the Tour de France, the evening before the individual time trial. The USPS team doctor, Luis Garcia del Moral (aka "El Gato") asked me to come to his room where I met Armstrong. Armstrong and I then laid on opposite sides of the bed and received re-infusions of a half-liter of blood each while Bruyneel sat in a chair watching and commented on how well we were going to race the following day in the time trial.

22. Armstrong placed second and I placed fifteenth in the subsequent time trial. After the time trial, Armstrong mentioned to me that he was disappointed with the result and believed a potential cause may have been that the blood infused into them had not been stored properly. Armstrong further commented that he expected to do well in the final week of the tour as he had a second half liter of blood stored that had been stored differently than the first bag. This prediction turned out to be accurate, as Armstrong went on to win the 2002 Tour de France.



23. In approximately October 2002, I met with Bill Stapleton of Capital Sports Entertainment in his office next to the Four Seasons Hotel in Austin, Texas to discuss a renewal of my contract with USPS for the next two years. In the meeting, Mr. Stapleton specifically referenced the fact that he was aware of the extent to which I had been doping, and commented on the fact that the team could help me with further doping to help improve my performance further.

24. In or around January 2003, I crashed during training and broke my right hip, requiring surgery. Following a second surgery on my hip in or around May 2003, I flew to Valencia to meet Bruyneel and the team Doctor so that they could inspect my hip. After training for a period of time at that location, I flew to Gerona, Spain. Once there, pursuant to prior instructions given to me by Bruyneel, I went to Armstrong's apartment, where I met Dr. Ferrari, who drew half a liter of blood and placed it in a refrigerator hidden in the closet of the master bedroom. The bag was stored in the refrigerator along with several other bags of blood that were already inside.

25. Shortly thereafter, Armstrong asked me to stay in the apartment to take care of the blood being stored in the refrigerator there. Armstrong explained to me that he would be gone for a few weeks to train, so he wanted me to check the temperature of the blood each day and make sure there were no problems with the electricity or the refrigerator. I agreed to this request and stayed in the apartment.

26. Approximately three weeks after the first blood draw in Armstrong's Gerona apartment, I had an additional half liter of blood removed by Dr. Ferrari. More specifically, Dr. Ferrari removed two half liters of blood but also re-infused the half liter I had previously withdrawn.



This was done, according to Dr. Ferrari, to ensure that the blood was fresh. This same technique was then used shortly before the beginning of the 2003 Tour de France, once again to ensure the freshness of the blood. Bruyneel arranged schedules for these sessions by calling me and arranging Dr. Ferrari's visits.

27. During the same period while I was staying at Armstrong's apartment, USPS Team member George Hincapie also had blood drawn by Dr. Ferrari in my presence. That blood, like my blood, was placed in the same refrigerator in Armstrong's apartment.

28. In July 2003, during the 2003 Tour de France, I witnessed many members of the USPS team (in addition to myself) receiving transfusions of their previously extracted blood. I witnessed these transfusions on two separate occasions.

29. On the first occasion, on or about July 11, 2003, before Stage 7, I was contacted by Bruyneel and told to go to the team doctor's room to have my transfusion done. Dr. Luis Garcia del Moral met me there to do the transfusion. I recall Armstrong, and additional USPS Team cyclists George Hincapie, Rider-5 and Rider-7 were all there and had their transfusions done by the doctor at the same time.

30. On the second occasion, on or about July 17th, after Stage 11, I was contacted by Mr. Bruyneel and again told to go to the team doctor's room for my transfusion. Dr. Luis Garcia del Moral met me there to do the transfusion. I recall that USPS Team cyclists Rider-5, Rider-7, Rider-2, Rider-8, George Hincapie (my roommate at the time) and Armstrong were all there and had their transfusions done by the doctor at the same time.



31. During the same Tour de France in 2003, the team doctor Dr. Luis Garcia del Moral gave me and my roommate, fellow USPS cyclist George Hincapie, a small syringe of olive oil in which was dissolved Andriol, a form of ingestible testosterone, on two out of every three nights, throughout the duration. I inquired as to the contents of the syringe before it was ingested. The doctor confirmed it was an olive oil and Andriol mixture.

32. After the Tour De France, in approximately August 2003, I was asked by Bruyneel, on behalf of Tailwind, to ride in the Vuelta a Espana cycling road race in Spain in September 2003. Bruyneel asked that I have blood drawn so that it could be transfused during the race. Per these directions, I borrowed Mr. Armstrong's car and drove from Gerona to Valencia, Spain where I met Bruyneel and Dr. Luis Garcia del Moral. Because time was short, two half liters of blood were drawn, and I returned to Gerona.

33. Because the withdrawal of two units of blood had left my hematocrit levels quite low, Bruyneel instructed me to meet Armstrong at his apartment to get some EPO from him.

34. I subsequently went to Armstrong's Gerona apartment and happened to encounter Mr. Armstrong along with his wife and children in the entryway of the building. Mr. Armstrong then handed me a box of EPO in full view of his then wife and three children. The EPO was Eprex by brand and came in six pre-measured syringes. Per the instructions of Mr. Bruyneel, I used the EPO intravenously for several weeks during training. Then, shortly before the Vuelta a Espana race, Dr. Luis Garcia del Moral transfused the two half liters previously withdrawn and extracted another two.

35. During this same period of training prior to the 2003 Vuelta, Bruyneel initiated a separate conversation over the phone with me on how to use Human Growth Hormone (HGH).



At the direction of Mr. Bruyneel, I subsequently bought the HGH and Andriol from the team "trainer" Jose Marti (aka Pepe), who lived in Valencia, Spain at the time along with the team doctor Dr. Luis Garcia del Moral. I then spent substantial time training with fellow USPS Team members **Rider-9** and Michael Barry and shared, and discussed the use of, HGH, testosterone and EPO with them while training.

36. During the 2003 Vuelta, at the direction of Mr. Bruyneel, I was given Andriol and blood transfusions by the team doctor Dr. Luis Garcia del Moral and did not have problems with any testing; *i.e.*, the tests taken were negative. Fellow USPS Team cyclist **Rider-7** was present for one session where I received a transfusion.

37. In 2004, USPS Team personnel performed two separate blood extractions and two transfusions on me under the direction of Bruyneel. In or around May 2004, I flew to Belgium. Upon arrival, I was picked up and driven by **Other-5** to an unknown person's apartment, where blood was drawn from me.

38. In or around June 2004, I flew to Belgium again, to have blood drawn again by **Other-5** following the same procedure as the prior visit.

39. In preparation for the 2004 Tour de France, the team went to Puigcerda, Spain to train. At that location, Bruyneel and Dr. Ferrari closely monitored the team members' blood values and administered EPO and testosterone as needed to ensure the team was ready for the Tour de France. A Hemocue machine (hemoglobin monitor) and centrifuge (to determine/test hematocrit) were employed to determine blood parameter status. These were Dr. Ferrari's devices. The blood drawn in Belgium was later transfused back into me on two occasions during the 2004 Tour de France.

40. On or about July 12, 2004, blood was transfused into me and a few other members of the team, including Armstrong, George Hincapie, and Rider-10. Mr. Bruyneel's assistant Other-3 brought the blood to a hotel room where the team was staying, and the team doctor Dr. Pedro Celaya did the re-infusions.

41. On the second occasion, the transfusion was performed on the team bus on the ride from the finish of a stage to the hotel during which time the driver pretended to have engine trouble and stopped on a remote mountain road for approximately an hour, so the entire team could have half a liter of blood transfused. This was the only time that I ever saw the entire team being transfused in plain view of all the other riders and bus driver. That team included Armstrong, George Hincapie and me as the only Americans. The other USPS riders receiving transfusions included Rider-10, Rider-2, Rider-11, Rider-12, Rider-6 and Rider-5.

42. Armstrong, with the support of the USPS Team, won the Tour de France in 1999-2004. I personally witnessed Armstrong's use of prohibited substances and prohibited methods to accomplish this feat during the period of 2002-2004. I also witnessed Lance Armstrong lying on a massage table wearing a transdermal testosterone patch on his shoulder at the 2004 training camp in Puigcerda, Spain. In addition, during blood transfusions where both Mr. Armstrong and I were present during the Tour de France in 2003 and 2004, I witnessed EPO being administered to Mr. Armstrong in small doses to counter the negative impact on reticulocytes from the blood transfusions.

43. In approximately April 2004, after the Paris-Roubaix race, I attended dinner at a restaurant in France, with Other-6, Other-3, and others. During the meal, I

expressed concern about a shortage of equipment that was resulting from team management selling the bikes that were being provided by sponsors for the riders. In the heated conversation that ensued, I commented to the effect that, while Mr. Armstrong was flying around in his own jet, the other riders should not be facing problems just obtaining the proper bike.

44. In response to my complaint **Other-3** explained that the team management needed to sell the bikes to finance the doping program, as they needed cash for the doping program, and the team could not just list doping as a cost item on standard expense reports.

45. **Other-6** was present during the foregoing conversation and indicated his agreement with what was being expressed by **Other-3**. In an effort to defuse the situation, **Other-6** thereafter indicated that he would talk to Bill Stapleton about the situation and try to get me a replacement bike.

46. On or about the next day after the foregoing discussion in the restaurant, Bruyneel called to reprimand me for creating an issue, indicating that the sponsors would be upset if they learned their bikes were being sold for cash, and that he would need to create a story about why the bikes were being sold.

47. The 2004 Tour de France was the last race that I raced on the same team in the same race with Lance Armstrong.

48. In 2006, I won the Tour de France while riding for team Phonak. I later lost my title following a drug test that showed a skewed testosterone/epitestosterone ratio during stage 17 of the race.

49. Shortly after it was reported that I tested positive, I received a call on my cell phone from Armstrong, who instructed me, if I was ever asked whether I had ever used any performance enhancing drugs, to answer “absolutely not.”

50. In early April 2010, I communicated with Travis Tygart with the U.S. Anti-Doping Agency (USADA) and later met with him on or about April 20, 2010 to share information regarding doping by the USPS Team and other facts relating to the same.

51. On or about April 30, 2010, I sent a detailed email to Steve Johnson of USA Cycling regarding my allegations of doping in professional cycling, including doping by the USPS Team. A true and correct copy of my April 30, 2010 email is attached hereto as Exhibit B.

52. I thereafter provided additional truthful detailed information in statements to Mr. Tygart at USADA and to U.S. Government officials regarding my knowledge of doping in professional cycling. I also provided copies of emails that I had previously sent to USA Cycling officials, including my April 30, 2010 email to Steve Johnson at USA Cycling, among numerous others.

53. On or about May 2, 2010, I received a letter via email from an attorney Phillippe Verbiest, representing the UCI and Hein Verbruggen. The letter threatened suit against me unless I withdrew certain allegations in my email to Steve Johnson. A true and correct copy of the May 2, 2010 letter is attached hereto as Exhibit C.

54. On or about June 2, 2010, I received an email from Hein Verbruggen telling me that “if being a nuisance to (many) other people would be the main objective of your life, you succeed so well that you should still get a yellow jersey (this time WELL DESERVED!!).” A true and



correct copy of Verbruggen's June 2, 2010 email and my response is attached hereto as Exhibit D.


55. In or around February 2011, I received a letter from a lawyer for the UCI, Mr. Verbruggen and Mr. McQuaid advising me that they would be taking legal action against me, based on, among other things, alleged public statements by me that the "UCI and its current and former leaders may protect certain cyclists suspected of doping and not others. . . ." A true and correct copy of the February 7, 2011 letter is attached hereto as Exhibit E.

56. On August 24, 2012, I entered a deferred prosecution agreement with the United States Government in which I acknowledged doping on the U.S. Postal Service and Phonak cycling teams and admitted that my prior claims not to have doped during my cycling career were false. Attached hereto as Exhibit F is a true and correct copy of the deferred prosecution agreement that I entered into with the U.S. Department of Justice.

57. This affidavit is not an exhaustive summary of my testimony; however, it fairly and accurately sets forth information within my personal knowledge.

I swear or affirm that the foregoing statements are true to the best of my knowledge, information and belief.

Dated this 26 day of September, 2012.



Floyd Landis

STATE OF CT

)

) ss. Westport

COUNTY OF Fairfield

)

Subscribed and sworn to before me by Floyd Landis on this 26th day of September 2012.

Witness my hand and official seal.

My commission expires:

3/31/14

Lisa Lopez
Notary Public

Address:

274 Riverside Ave.
Westport, CT 06880

LISA LOPEZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2014

EXHIBIT A

**UNION CYCLISTE INTERNATIONALE****FAX TRANSMITTAL**

Michael P. Rutherford
Attorney at Law
1435 Stuart Street
Denver, CO 80204

Fax + 1 303 860-1629

Lausanne, August 10, 2001
Legal/CV/cr01/Mercury-Viel

Re: Mercury case

Dear Mister Rutherford,

Our legal department keeps me informed about the Mercury case including your e-mails in this respect. I have noted in your e-mail dated August 9, 2001 the following: "Once again I believe the UCI is committing a continuing negligence regarding their duties and is therefore subjecting the UCI to possible liability regarding nonpayment and failure to draw on the bank guarantee".

Such an aggressive approach might perhaps work in the USA but it does not in Europe and most definitely, not with me. I have carefully checked all the procedure and the UCI legal department has explicitly followed the rules and procedures as stipulated in our rules.

I therefore do not accept your comments mentioned above and even strongly reject them. Your aggressiveness is not at all justified by a claim of \$8,686.68 and is absolutely counter-productive.

I have given order to our legal department to take the tone of your approach into account when it comes to following up on your request.

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'H. Verbruggen', written over a horizontal line.

Hein Verbruggen
President

EXHIBIT B

Forwarded conversation

Subject: nobody is copied on this one so it's up to you to demonstrate your true colors....

From: floyd landis <[REDACTED]>
Date: Fri, Apr 30, 2010 at 5:19 PM
To: [REDACTED]

Some details:

2002: I was instructed on how to use Testosterone patches by Johan Bruyneel during the During the Dauphine Libere in June, after which I flew on a helicopter with Mr Armstrong from the finish, I believe Grenoble, to San Mauritz Switzerland at which point I was personally handed a box of 2.5 mg patches in front of his wife who witnessed the exchange. About a week later, Dr Ferrari performed an extraction of half a liter of blood to be transfused back into me during the Tour de France. Mr Armstrong was not witness to the extraction but he and I had lengthy discussions about it on our training rides during which time he also explained to me the evolution of EPO testing and how transfusions were now necessary due to the inconvenience of the new test. He also divulged to me at that time that in the first year that the EPO test was used he had been told by Mr Ferrari, who had access to the new test, that he should not use EPO anymore but he did not believe Mr Farrari and continued to use it. He later, while winning the Tour de Swiss, the month before the Tour de France, tested positive for EPO at which point he and Mr Bruyneel flew to the UCI headquarters and made a financial agreement with Mr. Vrubrgen to keep the positive test hidden.

2003: After a broken hip in the winter, I flew to Gerona Spain where this time two units (half a liter each) were extracted three weeks apart. This took place in the apartment in which Mr. Armstrong lived and in which I was asked to stay and check the blood temperature every day. It was kept in a small refrigerator in the closet allong with the blood of Mr Armstrong and George Hincapie and since Mr. Armstrong was planning on being gone for a few weeks to train he asked me to stay in his place and make sure the electricity didn't turn off or something go wrong with the referigerator. Then during the Tour de France the entire team, on two different occasions went to the room that we were told and the doctor met us there to do the transfusions. During that Tour de France I personally witnessed George Hincapie, Lance Armstrong, Chechu Rubiera, and myself receiving blood transfusions. Also during that Tour de France the team doctor would give my room mate, George Hincapie and I a small syringe of olive oil in which was dissolved andriol, a form of ingestible testosterone on two out of three nights throughout the duration.

I was asked to ride the Vuelta a Espana that year in support of Roberto Heras and in August, between the Tour and the Vuelta, was told to take EPO to raise my hematocrit back up so more

blood transfusions could be performed. I was instructed to go to Lances place by Johan Bruyneel and get some EPO from him. The first EPO I ever used was then handed to me in the entry way to his building in full view of his then wife. It was Eprex by brand and it came in six pre measured syringes. I used it intravenously for several weeks before the next blood draw and had no problems with the tests during the Vuelta. Also during this time it was explained to me how to use Human Growth Hormone by Johan Bruyneel and I bought what I needed from Pepe the team "trainer" who lived in Valencia along with the team doctor at that time. While training for that Vuelta I spent a good deal of time training with Matthew White and Michael Barry and shared the testosterone and EPO that we had and discussed the use thereof while training.

Again, during the Vuelta we were given Andriol and blood transfusions by the team doctor and had no problems with any testing.

2004: Again the team performed two seperate blood transfusions on me, but this time Bruyneel had become more paranoid and we did the draws by flying to Belgium and meeting at an unknown persons apartment and the blood was brought by "Duffy" who was at that time Johans assistant of sorts. The second of which was performed on the team bus on the ride from the finish of a stage to the hotel during which the driver pretended to have engine trouble and stopped on a remote mountain road for an hour or so so the entire team could have half a liter of blood added. This was the only time that I ever saw the entire team being transfused in plain view of all the other riders and bus driver. That team included Lance Armstrong, George Hincapie and I as the only Americans.

2005: I had learned at this point how to do most of the transfusion technicals and other things on my own so I hired Allen Lim as my assistant to help with details and logistics. He helped Levi Leipheimer and I prepare the transfusions for Levi and I and made sure they were kept at the proper temperature. We both did two seperate transfusions that Tour however my hematocrit was too low at the start so I did my first one a few days before the start so as to not start with a deficit.

2006: Well you get the idea..... One thing of great signigicance is that I sat down with Andy Riis and explained to him what was done in the past and what was the risk I would be taking and ask for his permission which he granted in the form of funds to complete the operation described. John Lelangue was also informed by me and Andy Riis consulted with Jim Ochowitz before agreeing.

There are many many more details that I have in diaries and am in the process of writing into an intelligible story but since the position of USA Cycling is that there have not been enough details shared to justify calling USADA, I am writing as many as I can reasonably put into an email and share with you so as to ascertain what is the process which USA Cycling uses to proceed with such allegations.

Look forward to much more detail as soon as you can demonstrate that you can be trusted to do the right thing.

Floyd Landis

EXHIBIT C



BEELEN ADVOCATEN

AVOCATS • LAWYERS • RECHTSANWALTE

Bert Beelen * * * *
Philippe Verbiest
Marleen Neven
Johan Vanstipelen
Sabine Etienne
Stefanie De Schrijver
Alexander Binon
Katrien Beelen
Kim Rens
Liesbeth Peeters
Thomas Beelen
Marjolijn De Backer

Stephanie Lenaerts
Paul Vanvaec
Ted Kappetijn

2nd May 2010

Mr Floyd Landis

By e-mail : [REDACTED]

Dear Mr Landis,

Re: UCI & H. Verbruggen v/ Landis

I act as legal counsel for the UCI and for its former President Hein Verbruggen.

UCI has received a copy of the e-mail that you sent on 30 April 2010 at 6:19 PM to Mr. Steve Johnson, Chief Executive Officer of USA Cycling.

That mail contains, among other things, the following statement in the paragraph concerning the year 2002:

"He (Lance Armstrong) later, while winning the Tour de Swiss, the month before the Tour de France, tested positive for EPO at which point he and Mr Bruyneel flew to the UCI headquarters and made a financial agreement with Mr. Verbruggen (sic) to keep the positive test hidden".

This statement is completely false and malicious and defamatory for both the UCI and Mr. Verbruggen.

As I do not act for Mr Armstrong or Mr Bruyneel I will not take a position on their behalf, but your statement is false anyway. On behalf of the UCI I confirm that, except for the well known saddle sore ointment story covered by a documented medical condition in 1999, the UCI never has received a positive result from any laboratory for Mr Armstrong.

I summon you to withdraw your above statement immediately with all persons to which you made it.

I also summon you not to repeat the statement or make any other statement to the same effect to any person.

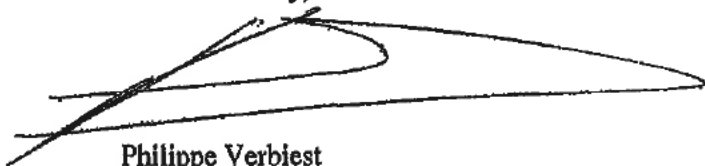
I expect that you confirm to me by return of mail that you will comply with these summons.

I warn you that both the UCI and Mr Verbruggen reserve all their rights regarding any further action against you, including but not limited to the filing of a criminal complaint for libel (or any similar tort or crime under any applicable law) and claiming damages.

The UCI and Mr Verbruggen also reserve, where applicable, all their rights regarding any other statement that you made or may have made concerning them: the present summons is sent to you as a matter of urgency in order to enable you to avoid further damage.

Let there be no misunderstanding as to the wish of the UCI that your allegations concerning doping practices are examined and the truth established, as is already done in this letter regarding your statement quoted above. Yet the UCI wonders why you waited such a long time and why you make at least one statement that is definitely not true.

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'Philippe Verbiest', written over a horizontal line.

Cc Mr Steve Johnson
Mr Travis Tygart
Mr David Tenner

EXHIBIT D

-----Original Message-----

From: floyd landis [mailto:]

Sent: Thursday, June 03, 2010 6:16 PM

To: Hein VERBRUGGEN

Subject: Re: The Associated Press: Victims of Landis' deceit celebrate confession

Thank you.

I did see it and I do get satisfaction from seeing others made happy.
My life could have been focused on that had you done your job
(honestly) before I ever had the opportunity to wear a yellow jersey.
Now if you'll also tell the truth along with Mr. Armstrong, I'm sure
you'll make them celebrate a second time. I assure you that I'll
forward all news links to you when that happens.

Have a great day.

Floyd Landis

On Wednesday, June 2, 2010, Hein VERBRUGGEN

< > wrote:

<http://www.google.com/hostednews/ap/article/ALeqM5iYW0FHZ4JJOYR-Tck5f8LN5prOGQD9FUPHRG0>

-- Shared using Google
Toolbar

Dear Mr. Landis,

I did not want to accept the risk that you would miss this article.

After reading you might, together with me, conclude that if being a nuisance
to (many) other people would be the main objective of your life, you succeed so
well that you should still get a yellow jersey (this time WELL DESERVED!!).

Sincerely,

H. Verbruggen

EXHIBIT E

Monsieur
Floyd Landis

CH-1002
USA

Lausanne, le 7 février 2011

UCI and Co. of F. Landis

00133402 / cjs

JEAN-MARC REYMOND
Docteur en droit - Avocat
LL.M. (King's College London)

ROLF DITTESHEIM
Docteur en droit - Avocat

FABIAN HOLLIGAUER
Avocat
LL.M. in Wirtschaftspraxis (Bern)

JULIEN ROUVINEZ
Avocat

GABRIELLE WEISSBRODT
Avocate

DELPHINE ROCHAT
Avocate stagiaire

RACHID HUSSEIN
Avocat stagiaire

www.jmrlegal.ch

Dear Sir

I inform you that I have been appointed by the International Cycling Union (UCI), as well as by its current and former leaders, including Mr Pat McQuaid and Mr Hein Verbruggen, after statements you made about them that are detrimental to their honour, in particular during an interview broadcast on the 28th November 2010 by the German television channel ARD and picked up by various media.

For the record, you basically indicate that the UCI and its current and former leaders may protect certain cyclists suspected of doping and not others, may falsify results and create stars, and that they may be corrupt. These accusations, which are as serious as they are false, are unacceptable.

My principals have instructed me to use all legal processes necessary to defend their honour. The first measure to be undertaken is the opening of legal action in Switzerland.

Before the opening of proceedings, my principals wish to give you the opportunity to retract your allegations. If you are interested by this proposition, I would ask you to inform me within 15 days. This time limit cannot be extended.

Yours sincerely

Rolf Dittesheim, av.

EXHIBIT F

1 LAURA E. DUFFY
United States Attorney
2 PHILLIP L.B. HALPERN
PETER J. MAZZA
3 Assistant U.S. Attorneys
California State Bar Nos. 133370/239918
4 Federal Office Building
880 Front Street, Room 6293
5 San Diego, California 92101-8893
Telephone: (619) 546-6964/7928
6

Attorneys for Plaintiff
7 United States of America
8

9 UNITED STATES DISTRICT COURT
10 SOUTHERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,) Case No. 12CR3481-BEN
12 Plaintiff,)
13 v.) DEFERRED PROSECUTION AGREEMENT
14 FLOYD LANDIS,)
15 Defendant.)

16
17 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
18 AMERICA, through its counsel, Laura E. Duffy, United States Attorney,
19 and Phillip L.B. Halpern and Peter J. Mazza, Assistant United States
20 Attorneys, and Defendant, FLOYD LANDIS, with the advice and consent
21 of Leo Cunningham, counsel for Defendant, that the parties will enter
22 into this Deferred Prosecution Agreement (the "Agreement"). The terms
23 and conditions of this Agreement are set forth below:


24 //

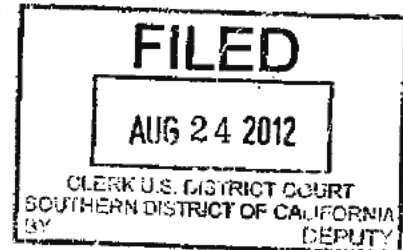
25 //

26 //

27 //

28 //

Def. Initials 
12CR



I

DEFERRED PROSECUTION AGREEMENT

A. Defendant agrees to waive Indictment for, and acknowledges that he is charged in a single-count Information with, wire fraud in violation of 18 U.S.C. § 1343.

B. It appears that the interests of all parties and justice will best be served by deferring prosecution of this offense for a period of 36 months from the filing of this Agreement, or until restitution is paid in full, whichever is less, and provided Defendant complies with all the terms and conditions of this Agreement. In the event the United States, in its sole discretion, finds that changed circumstances exist sufficient to eliminate the need for any of Defendant's obligations in this Agreement, that obligation may be terminated early. Upon Defendant's compliance with the terms and conditions of this Agreement, and upon request of Defendant at the end of the deferred prosecution period, the United States will move to dismiss with prejudice the pending Information. However, should Defendant violate any condition of this Agreement during the deferred prosecution period, the United States may proceed with prosecution.

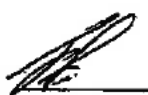
II

NATURE OF THE OFFENSE

A. ELEMENTS EXPLAINED

Defendant acknowledges that the charged offense contains the following elements:

1. The Defendant knowingly participated in a scheme or plan to defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses, representations, or promises;

Def. Initials 

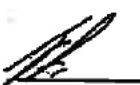
12CR

2. The statements made - or facts omitted - as part of the scheme were material; that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property;
3. The Defendant acted with the required intent to defraud; and
4. The Defendant used, or caused to be used, an interstate wire transmission to carry out or attempt to carry out an essential part of the scheme.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the offense, and admits that the following facts are true and undisputed:

1. In July 2006, Defendant won the Tour De France ("the Tour") cycling race. Following his victory, it was announced that a test of Defendant's urine - taken after Stage 17 of the tour - resulted in an adverse analytical finding. He contested this adverse analytical finding and pursued arbitration with the United States Anti-Doping Agency ("USADA").
2. In December 2006, Defendant (at the suggestion of a number of his supporters) founded the Floyd Fairness Fund ("FFF"). The FFF's purpose was to generate positive publicity in connection with the litigation against USADA and to raise money to fund Defendant's challenge to his positive drug test for testosterone during the 2006 Tour.

Def. Initials 

12CR

- 1 3. Defendant knowingly solicited funds for the FFF
2 through a variety of methods, including a website,
3 town hall-style meetings, promotional appearances,
4 online videos, a book, and personal appeals.
- 5 4. While soliciting donations for the FFF, Defendant
6 falsely represented to certain donors that he had
7 never used any performance enhancing drugs ("PEDs")
8 when, in fact, Defendant had used PEDs previously in
9 his professional cycling career, including during his
10 time on the United States Postal Service cycling team
11 and during the 2006 TDF when he rode for the Phonak
12 cycling team. Defendant made these false statements
13 and representations with the intention of deceiving
14 potential donors.
- 15 5. Defendant's false representations were material, in
16 that certain donors would not have donated to the FFF
17 had Defendant truthfully disclosed that he had used
18 PEDs, including during the 2006 TDF.
- 19 6. More than 1,500 individuals donated \$478,354 for the
20 benefit of Defendant, the FFF, and the defense against
21 USADA. Some of these donations were in response to
22 Defendant's false representations related to his use
23 of PEDs.
- 24 7. On or about May 5, 2007, Victim-1 donated to
25 Defendant's cause through the FFF's website, via an
26 online donation from San Diego, CA, that was
27 transmitted to the FFF in New York, NY through an
28 online payment system.

Def. Initials 

12CR

1 8. Victim-1 donated money in response to Defendant's
2 false representations that Defendant had not used PEDs
3 at any time in his cycling career. Victim-1 would not
4 have donated to the FFF if he had known that Defendant
5 had, in fact, used PEDs.

6 9. Defendant committed the above-described acts knowingly
7 and with the intent to defraud.

8 III

9 PENALTIES


10 Defendant understands that the charged offense carries the
11 following penalties:

- 12 A. a maximum 20 years in prison;
13 B. a maximum fine of the greatest of \$250,000, twice the gross
14 pecuniary gain derived from the offense, or twice the gross
15 pecuniary loss to a person other than Defendant as a result
16 of the offense (18 U.S.C. § 3571);
17 C. a mandatory special assessment of \$100 per count;
18 D. a term of supervised release of 3 years; and
19 E. an order from the Court pursuant to 18 U.S.C. § 3663A that
20 Defendant make mandatory restitution to the victims of the
21 offense of conviction, or the estates of the victims.
22 Defendant understands that the Court may also order, if
23 agreed to by the parties, restitution to persons other than
24 the victims of the offense of conviction.

25 IV

26 DEFENDANT'S WAIVER OF TRIAL RIGHTS

27 Defendant understands that if he enters into this Agreement, he
28 waives the right to:

Def. Initials 

12CR

- 1 A. Continue to plead not guilty and require the Government to
- 2 prove the elements of the crime beyond a reasonable doubt;
- 3 B. A speedy and public trial by jury;
- 4 C. The assistance of counsel at all stages of trial;
- 5 D. Confront and cross-examine adverse witnesses;
- 6 E. Present evidence and to have witnesses testify on behalf of
- 7 Defendant; and
- 8 F. Not testify or have any adverse inferences drawn from the
- 9 failure to testify.

10 v

11 **DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE PROVIDED WITH**

12 **IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION**

13 The Government represents that any information establishing the

14 factual innocence of Defendant known to the undersigned prosecutors

15 in this case has been turned over to Defendant. The Government will

16 continue to provide such information establishing the factual

17 innocence of Defendant.

18 Defendant understands that if this case proceeded to trial, the

19 Government would be required to provide impeachment information

20 relating to any informants or other witnesses. In addition, if

21 Defendant raised an affirmative defense, the Government would be

22 required to provide information in its possession that supports such

23 a defense. Defendant acknowledges, however, that by entering into


24 this Agreement, he has not been provided this information, if any, and

25 Defendant also waives the right to receive this information, if any,

26 before entering this Agreement. Finally, Defendant agrees not to

27 attempt to withdraw from this Agreement or to file a collateral attack

28 based on the existence of this impeachment information.

Def. Initials 

12CR

1 VI

2 DEFENDANT'S REPRESENTATION THAT HIS PARTICIPATION IN THIS DEFERRED
3 PROSECUTION AGREEMENT IS KNOWING AND VOLUNTARY

4 Defendant represents that:

- 5 A. Defendant has had a full opportunity to discuss all the
6 facts and circumstances of this case with defense counsel
7 and has a clear understanding of the charge and the
8 consequences of this Agreement;
- 9 B. No one has made any promises or offered any rewards in
10 return for this Agreement, other than those contained in
11 this Agreement or otherwise disclosed to the Court; and
- 12 C. No one has threatened Defendant or Defendant's family to
13 induce this Agreement.

14 VII

15 RESTITUTION

16 The parties agree the United States District Court shall have
17 jurisdiction to enter a restitution order in the amount of \$478,354
18 that will be immediately enforceable by the United States, subject to
19 the payment schedule and limitations set forth below.

20 Defendant agrees and understands that any payment schedule
21 imposed by the Court is without prejudice to the United States to take
22 all actions and remedies available to it to collect the full amount
23 of the restitution, subject to the payment schedule and limitations
24 specified below.

25 The parties agree to recommend the payment schedule and
26 limitations specified below as part of the restitution order and that
27 the restitution order will be enforced consistent with this schedule
28 and these limitations:

Def. Initials 

12CR

AMOUNT OF INCOME ¹	PERCENTAGE OF INCOME TO BE PAID TO RESTITUTION
\$0-49,999	5%
\$50,000-99,999	15%
\$100,000-149,999	30%
\$150,000-199,999	40%
\$200,000 and above	50%

The restitution described above shall be paid annually on or about April 15, based on income received during the prior calendar year, through the Office of the Clerk of the District Court by bank or cashier's check or money order made payable to the "Clerk, United States District Court."

The parties agree that restitution payments shall be made to the Court for the benefit of individuals who donated to the FFF in accordance with the payment schedule above. A confidential list of donors will be provided to the Clerk of the Court within 90 days from the time this Agreement is filed. In the event that any of the donors decline the restitution that they would have been entitled to receive pursuant to this Agreement (in writing, or in any other manner acceptable to the United States in its discretion), the total restitution due by Defendant under this Agreement shall be reduced by a corresponding amount.

Defendant agrees that any restitution collected or distributed, restitution judgment, payment provisions, and collection actions of this Agreement are intended to, and will, survive Defendant and this Agreement.


¹ The parties agree that for purposes of calculating restitution, Income shall be defined as "Gross Income" minus actual taxes paid to federal, state and local governments.

Def. Initials 

12CR

1 Defendant agrees that upon execution of this Agreement, the
2 United States is authorized to obtain Defendant's credit reports and
3 to share that information with United States Pretrial Services and the
4 Court. Defendant further agrees that not later than one month after
5 the entry of this Agreement, Defendant shall provide to the United
6 States, under penalty of perjury, a financial disclosure form listing
7 all of Defendant's non-contingent assets and financial interests
8 valued at more than \$5,000. Defendant understands that these assets
9 and financial interests include all assets and financial interests in
10 which Defendant has an interest (or had an interest subsequent to
11 March 1, 2011), direct or indirect, whether held in Defendant's own
12 name or in the name of another, in any property, real or personal.
13 Defendant shall also identify all non-contingent assets valued at more
14 than \$5,000 which have been transferred to third parties since March
15 1, 2011, including the location of the assets and the identity of the
16 third party(ies).

17 As a condition of this Agreement, Defendant will annually (on or
18 before April 15 for the prior year ending on December 31) notify the
19 Collections Unit, United States Attorney's Office: (1) of his taxes
20 to be paid and gross income and/or any interest of \$5,000 or greater
21 in property obtained during the prior year, directly or indirectly,
22 including any interest obtained under any other name, or entity,
23 including a trust, partnership or corporation after the execution of
24 this Agreement until the restitution is paid in full; and (2) before
25 transferring any interest of \$5,000 or greater in property he owns
26 directly or indirectly, without adequate consideration, including any
27 interest held or owned under any other name or entity, including
28 trusts, partnerships and/or corporations.

Def. Initials 

12CR

1 Defendant agrees that this Agreement to pay the full amount of
2 the restitution judgment consistent with the payment schedule and
3 limitations outlined above survives all other terms of this Agreement
4 and enables the United States to enter a separate judgment against him
5 for the full amount of the unpaid restitution upon completion of the
6 term of the deferred prosecution period, on an ex parte basis without
7 notice to the Defendant. Defendant understands and agrees that this
8 restitution judgment is non-dischargeable in bankruptcy or any other
9 proceeding and enables the United States to take all actions available
10 to secure, collect, and enforce the judgment consistent with the
11 payment schedule and limitations set forth above.

12 VIII

13 CONDITIONAL RELEASE OF CRIMINAL LIABILITY

14 In return for Defendant's compliance with the terms and
15 conditions of this Agreement, the United States Attorney's Office for
16 the Southern District of California agrees not to use any information
17 related to the conduct described in the factual basis stated in
18 Section II(B) of this Agreement against Defendant in any criminal case
19 against him except in a prosecution or other proceeding brought by the
20 United States Attorney's Office for the Southern District of
21 California (1) for perjury or obstruction of justice related to the
22 entry of this Agreement; or (2) relating to a violation of any
23 provision of Title 26 of the United States Code. In addition, the
24 United States agrees, except as provided herein, that it will not
25 bring any criminal action or proceeding against Defendant related to
26 the conduct described in the factual basis stated in Section II(B) of
27 this Agreement, or related to information Defendant disclosed to the
28 United States Attorney's Office for the Southern and Central Districts

Def. Initials 

12CR

1 of California and agencies working with those offices prior to the
2 date on which this Agreement was signed.

3 IX

4 WAIVER OF SPEEDY TRIAL RIGHTS


5 Defendant waives any right to a speedy trial of the offense
6 alleged in this case arising under the Constitution or laws of the
7 United States. Defendant stipulates that all time between the filing
8 of this Agreement and any re-institution of prosecution of Defendant
9 as contemplated under this Agreement shall be excluded from any
10 computations under the Speedy Trial Act pursuant to the provisions of
11 Title 18, United States Code, Section 3161(h)(2).

12 X

13 BREACH OF THE DEFERRED PROSECUTION AGREEMENT

14 Defendant acknowledges, understands and agrees that if, in the
15 reasonably exercised discretion of the United States, Defendant
16 violates or fails to perform any of Defendant's obligations under this
17 Agreement, such violation or failure to perform may constitute a
18 breach of this Agreement.

19 Defendant acknowledges, understands and agrees further that the
20 following non-exhaustive list of conduct by Defendant during the
21 effective period of this Agreement unquestionably constitutes a
22 material breach of this Agreement: (1) being convicted of any non-
23 petty violation of any federal, state or local criminal law; (2)
24 failing to abide by any lawful court order related to this case; and
25 (3) failing to pay restitution, as contemplated by this Agreement and
26 ordered by the Court. The United States agrees, however, that it will
27 provide written notice and a reasonable opportunity to cure any
28 material breach that is curable in nature.

Def. Initials 

120R

1 In the event of Defendant's breach of this Agreement, he will not
2 be able to enforce any of its provisions, and the United States will
3 be relieved of all its obligations under this agreement. For example,
4 the United States may pursue any charges including those that were
5 dismissed, promised to be dismissed, or not filed as a result of this
6 Agreement. Defendant agrees that any statute of limitations relating
7 to such charges is tolled as of the date of this Agreement. Defendant
8 also agrees to waive any double jeopardy defense to such charges.

9 Additionally, Defendant agrees that in the event of his breach
10 of this Agreement the factual basis contained in Section II(B) of this
11 Agreement will be admissible against Defendant in any prosecution of
12 Defendant by the United States Attorney's Office for the Southern
13 District of California. In addition, all evidence derived from such
14 statements shall similarly be admissible in any criminal prosecution
15 of Defendant by this Office.

16 The admissibility of such evidence includes the prosecution of
17 the charges that constitute the criminal conduct discussed in the
18 factual basis stated in Section II(B) of this Agreement or any
19 charge(s) that the prosecution agreed to dismiss or not file as part
20 of this Agreement, but later pursues because of a breach by Defendant.
21 Defendant also agrees that he will not contradict any statements made
22 herein in any subsequent proceeding, including during a guilty plea,
23 at trial, or a sentencing hearing. Additionally, Defendant knowingly,
24 voluntarily, and intelligently waives any argument under the United
25 States Constitution, any statute, Rule 410 of the Federal Rules of
26 Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure,
27 and/or any other federal rule, that the statements contained herein,
28 including the factual basis stated in Section II(B) of this Agreement,

Def. Initials

120K

1 or any evidence derived from any statements should be suppressed or
2 are inadmissible in any criminal prosecution of Defendant by this
3 Office.

4 XI

5 SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

6 In the event of a breach of this Agreement and subsequent
7 prosecution, Defendant understands that any sentence subsequently
8 imposed would fall within the sole discretion of the sentencing judge.
9 The United States has not made and will not make any representation
10 as to what sentence Defendant would receive in any subsequent
11 prosecution. Defendant understands that the sentencing judge would be
12 able to impose the maximum sentence provided by statute, and is also
13 aware that any estimate of the probable sentence by defense counsel
14 would be a prediction, not a promise, and would not be binding on the
15 Court. Likewise, any recommendation made by the United States in a
16 subsequent prosecution would not be binding on the Court, and
17 Defendant's sentence would be uncertain.

18 XII

19 ENTIRE AGREEMENT

20 This Agreement embodies the entire agreement between the parties
21 and supersedes any other agreement, written or oral.

22 XIII

23 MODIFICATION OF AGREEMENT MUST BE IN WRITING

24 No modification of this Agreement shall be effective unless in
25 writing and signed by all parties.

26 XIV

27 DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

28 By signing this Agreement, Defendant certifies that he has read

Def. Initials

12GR

1 all 14 pages, discussed its terms with defense counsel and fully
2 understands its meaning and effect.

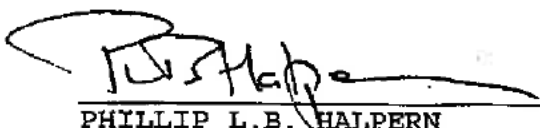
3 XV

4 DEFENDANT SATISFIED WITH COUNSEL


5 Defendant has consulted with counsel and is satisfied with
6 counsel's representation. This is Defendant's independent opinion, and
7 his counsel did not advise him about his evaluation of counsel's
8 representation.

9
10 LAURA E. DUFFY
United States Attorney


11
12 8/24/12
DATED

13 
14 PHILLIP L.B. HALPERN
Assistant U.S. Attorney

15
16 8/24/12
DATED


17 
18 PETER J. MAZZA
Assistant U.S. Attorney

19
20 8-24-2012
DATED

21 
22 LEO CUNNINGHAM
Defense Counsel

23 IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR
24 UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" SECTION
25 ABOVE ARE TRUE.

26
27 8/24/2012
DATED

28 
FLOYD LANDIS
Defendant