

Memo

To: LTP; La Martiniere
From: Chris Compton
Re: Marty
Date: September 7, 2005

I spoke today with Marty Jemison who was a teammate of Lance Armstrong's for 3 years beginning in 98. Jemison now makes his living leading bike tours in Europe. I was very clear to Jemison that I am an attorney for SCA gathering knowledge of relevant facts in the matter of *Tailwind and Lance Armstrong v. SCA*; and further that Jemison was free to end our conversation at his desire. The conversation was stilted but very cordial.

Lance did not race the 1998 TDF and Jemison did not race the 99 TDF. (if I got my facts straight).

I questioned Jemison in three areas: 1) knowledge of the 99 positive test for corticoid steroids, 2) knowledge of Ferrari Armstrong relationship. and 3) direct knowledge of use of PED's by Lance:

- He claimed no knowledge of the 99 test. Ferrari was always with Lance at private training camps which Jemison was never invite to attend. He only knows "what was in the press." Ferrari was essentially "never around."
- He has no direct knowledge of Lance Armstrong's use of PEDS, but more or less agreed LA's results are not possible without drug use.
- "Off the record," Jemison has no reason to doubt the credibility of O'Reilly.
- He knows nothing of a truck full of dope in the parking lot circa 1998, but perhaps this does not matter to our case because Lance was not there? There is a problem here, as we have hearsay knowledge from a strong source that Jemison knows a lot about this incident and is denying his knowledge.
- Agreed that people such as himself and Kevin Livingston are susceptible to the reach of Lance Armstrong in their daily lives.

We left our 10 minute conversation it that I could call him again. I will call him late the week of September 19 and, if I reach him, I will ask him about:

- indirect knowledge of LA doping
- whether he can help us speak with Tyler Hamilton.

Additional ideas on what questions to ask Jemison in late September are solicited from everyone.

SCA 000726

MEMO

TO: LTP and LaMartiniere
FROM: Chris Compton
RE: Mark Gorski
Date: July 19, 2005

I spoke with Mark Gorski for approximately 30 minutes this afternoon. Find below my notes from our conversation.

Gorski was contacted by Herman in April of this year, but was unaware he is on the witness list for the hearing on the issue of insurance v. Contract.

Gorski believed he had the same type of arrangement with SCA as he had with Chubb and Lloyd's, but he never focused on the substance of the form of the agreement. His conversations with Essex were much more with Terry M. than Kelly Price.

He has no recollection of a meeting to concoct a story on the failed 1999 Corticoid test. His statement was that to "try to concoct on the run is sort of preposterous." His answer somewhat indicated to me that he had been though this subject already. On the one hand he has no recollection, but on the other hand, he is certain that the story would not have been fabricated in a hurry. Of course, there was a time crunch, so any story would necessarily have to have fabricated. Gorski either dumb or lying.

He does not trust Emma O. and believes she would embellish or make things up as a result of how she disengaged from US Postal.

His opinion is that LA never used PED's. He states that his opinion is based on the continued world class performance and the fact that no one has ever proved drug use. He stated that he knows of no failed drug test ever by LA. "Lance Armstrong" is a world-class human being from a physical perspective.

Gorski only met Ferrari once and advised Lance against any association with Ferrari.

Lance had no part of ownership of Tailwind which was chaired by Tom Weisel for many years.

Regarding the October 10, 2000 Letter Agreement between Disson Furst and CSE addressed to Gorski, I asked Gorski about the below reproduced language appearing at the bottom of the page entitled "Addendum to Letter Agreement Dated October 10, 2000" between Gorski and Stapleton.

In the event such insurance is not collectible the parties agree to discuss in good faith modifications to their respective rights and obligations to one another under the Letter Agreement, as supplemented herein, in order to fairly reflect that understanding.

Gorski said his recollection is that this was as a result of Stapleton's insistence on prompt payment and prior history of Global Specialty Risk slow paying.

Gorski says that later agreements definitely included a morals clause with "doping outs" for US Postal and Tailwind in the event of a positive test.

Summary

Not a useful witness, but not the end of the world either. We have been told he is a "snake" and nothing dissuades me from that. However, he was relatively calm and did not appear stressed while talking to me. I did not delve down into hardball questions because we have left things between us on a business-like level, so that I may contact him again. He somewhat enjoys the limelight of being a witness.