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15 IN THE UNITED STATES DISTRICT COURT FOR THE
16 CENTRAL DISTRICT OF CALIFORNIA
17 EASTERN DIVISION

18 FLOYD LANDIS,
19
20 Petitioner,
21 and
22 UNITED STATES ^{S 311} ANTI-DOPING
23 AGENCY
24 Respondent.

25 CV 08 - 06330
26 CASE NO:

27 MEMORANDUM OF POINTS AND
28 AUTHORITIES IN SUPPORT OF
MOTION TO VACATE
ARBITRATION AWARD

Trial Date: Not yet assigned
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A.	This Court has Jurisdiction over the instant motion under the Federal Arbitration Act.	3
B.	Floyd Landis was entitled to a decision made by an impartial panel of arbitrators; decisions made by panels displaying “evident partiality” are subject to vacatur. 9 U.S.C.A. §10(a)(2); New York Convention, Art. V, §1(a), (d), §2(b).	8
C.	The arbitration procedure selected by the CAS Panel deprived Floyd Landis of a fundamentally fair hearing because it	

1 prevented him from cross-examining witnesses,
2 countering USADA’s “cost” evidence, and
3 otherwise presenting his case 12

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5 D. This Court may vacate the CAS Panel’s arbitral
6 award because it is unconscionable 16

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9 it acted in manifest disregard of the law 20

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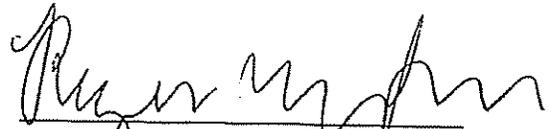
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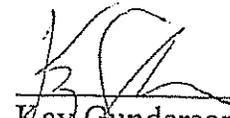
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