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Lausanne, 22 November 2005/ml

**TRANSLATION FROM THE ORIGINAL FRENCH TEXT****Re : Jean-Pierre SEPPEY / FIVB Rubén and Malù ACOSTA**

Dear Colleague,

Without Mr. Jean-Pierre Seppey's knowledge and without the necessary consultation of the concerned party the FIVB thought it possible to hide behind a "pseudo financial expert report" to justify after the facts, the termination effective immediately – moreover during my client's recovery due to illness – which is totally unjustified and unfounded. According to a well-known strategy, Mr. and Mrs. Acosta, who until now have been ruling over the FIVB with absolute power, thought it possible to justify the unjustifiable by hiring agents who appear to be more interested in the enormous assets of the FIVB. Mr. and Mrs. Acosta's game does not fool anyone anymore, as their unpopularity has been established in the press worldwide.

You have allowed me to consult in your offices a report drafted by the Fiduciaire Auditoria, as well as some of the supporting evidence attached, without authorising me to make a copy of these documents. M. Vuilleumier and yourself made some remarks at the end of the session regarding Mr. Jean-Pierre Seppey that are shocking and illustrate that for one you do not possess any semblance of perspective with regard to Mr. and Mrs. Acosta's position and secondly that you feel at liberty to judge without even hearing all those concerned, my client in particular. The latter who was with me in your offices was prevented from even looking at the report and attached documents and asked to leave the premises. Such behaviour is as much incomprehensible as it is unspeakable.

I nevertheless reported to Mr. Jean-Pierre Seppey, with the accuracy that taking notes while consulting an extremely large number of documents allows, the content of the report and the various grievances it contains or that you have communicated to me with obvious arrogance and self-satisfaction (Mr. Vuilleumier's eyes confirmed this self-confidence based on some unsubstantiated allegations devoid of any objective foundation!).

1. The attitude of your employers towards Mr. Jean-Pierre Seppey and many other people, employed or mandated, who have been pushed aside from the FIVB after his departure meet with general disapproval; worse, the steps undertaken by Mr. and Mrs. Acosta, on behalf of the FIVB, generate contempt and can only be deemed grotesque, even ridiculous. As such the letters addressed to an official of the City of Lausanne, Mr. Jean-Jacques Schilt, to solicit reimbursement of a donation known to Mr. Acosta, the FIVB and even publicly announced (!) represents an undeserving action for an International Federation possessing enormous assets and which on top of that has decided to keep its headquarters in the Olympic capital. The observers are concerned that the fortune of such an important Federation is left in the hands of people capable of such inadequate and counterproductive behaviour.
2. When one wishes to lecture others, one should first of all behave in an irreproachable manner and then one should carefully analyse all the facts. The FIVB leaders have engaged in a scandalous libelous and slanderous campaign that an important number of witnesses are ready to confirm, among them various important personalities. The FIVB President is far from being able to benefit from an irreproachable conduct:
  - Between 1984 and 1990, with no statutory basis nor any mention in the accounts, he has received huge commissions for contracts negotiated with television networks and sponsors.
  - Between 1990 and 2000, without informing the Board of Administration and members of the Federation, and without mentioning the commissions in the accounts, Mr. Acosta has received several millions of American dollars and Swiss francs for contracts with television networks and sponsors. It is still unknown whether this income was declared to the Mexican fiscal Authorities, but we shall verify.
  - In 2000 Mr. Acosta has received CHF 8'320'000.- in commissions, without mention in the accounts and without previously informing the Board of Administration members or the National Federations, statutory members of the FIVB; praise must be given to Mr. Jean-Pierre Seppey who requested the transparency of the accounts and that the commissions presentation system be in accordance with basic accounting principles ("gross-gross"). PWC and KPMG, respectively former and current FIVB external auditors will confirm this in due time.
  - In 2004 Mr. Acosta sent an email to the General Manager requesting him to credit the commissions or compensations on a bank account with Credit Suisse in the name of Mrs. Malù Acosta.

- Upon Mr. Jean-Pierre Seppey's arrival at the FIVB, the basic allocation set aside for Mr. Acosta represented more than CHF 500'000.- a year, without the prior authorization of the Board of Administration for this raise. According to some opinions these allocations paid to Mr. Acosta were only partially used toward his activities, since when traveling or abroad, all expenses were totally at the charge of the FIVB.
- A monthly allowance of CHF 12'000.- was paid to Mr. Acosta for the alleged use of his Mexico City office. An audit should show that only a quarter of this sum at most was in fact used to meet the needs of the FIVB, the rest being intended to cover the professional or private costs and expenses of Mr. Acosta, an associate at a law firm in Mexico City.
- The existence and actual amounts of the basic allocation paid to President Acosta were never formally approved by the FIVB Board of Administration.
- The FIVB organs and members shall solicit comprehensive explanations on travel expenses financed by the FIVB for Mrs. Acosta, **her mother and sister**, Beatrice de la Fuente and Mrs. de la Fuente. One must note, for example, that even though the President and his wife benefit from an enormous amount of "Lufthansa" miles, Mrs. Malù Acosta normally refuses to use such benefits and advantages (free flights, seats, etc.) so that many air tickets have had to be paid by the FIVB for Mrs. Malù Acosta, Mrs. Beatrice de la Fuente (USA-Mexico) or their mother Mrs. de la Fuente (Mexico-USA-Mexico). The accounts and justificatory evidence to be found at Carlson Wagon-lits', the FIVB travel agency, will provide further details on the tens of thousands of Swiss francs so spent on a yearly basis. Thus Beatrice de la Fuente was offered a business class ticket in February 2003 from New York, USA to Madrid, Spain.

We shall end here an account that can be further extended and that my client shall complete in due time, notably on the FIVB President's romantic trip on a note of Russian music to the Hotel Palace de la Riviera in June 1996.

- Among other pettiness on the part of Mr. and Mrs. Acosta one can cite the hiring of Mrs. Maria Sousa and subsequently Mrs. Anna Paola de Sotto on behalf of Mr. de la Fuente, father of Malù Acosta and of Mr. and Mrs. Acosta themselves, further inquiry into which will reveal that neither employee was declared for social insurances purposes.
- The sale of the Epalinges villa, previously owned by Mr. de la Fuente will be meticulously examined to determine the validity of the documents (power of attorney) produced by Mrs. Malù Acosta during the transfer related to the death of Mr. de la Fuente, her late father.

- In violation of received authorisations, Mrs. Malù Acosta, on behalf of the FIVB (and with what competence) requested the gardener, Mr. Ferantino, to take down seven unauthorized trees. An on-site evaluation by the City of Lausanne's Services for parks and gardens will confirm this fact.
  
- Finally the President and his wife have erratically fired quality personnel, denigrating their work and having formulated unfounded reproach with regard to their performance:
  - Christina Coto
  - Alfred Cornioley
  - Yvette Morattel
  - Laurence Meylan
  - Christophe Chanson,
  - Lance Kelly,
  - Emmanuel Pierraccini
  - Adam Pidgeon
  - Claude Gerbex
  - Céline Cachemaille.
  - Maurice Burnier
  - Cedric Overmeer
  - Jacqueline Burnier
  - Jennifer Welch
  - Carmen Carvallo
  - Katie Askwith
  - Marcia Hill
  - Martine Bonzon
  - Anthony Edgar
  
- 3. Let us now come to the accusations of fraud and abuse of trust that were spread by Mr. and Mrs. Acosta to third parties, without care nor caution and that, once again, rest only on the Acostas', unfortunately acting in the name and on behalf of the FIVB, intention to ruin the image and reputation of Mr. Jean-Pierre Seppey.
  - 1) I would like to remind at this stage, as stated above, that Mr. Jean-Pierre Seppey has never been heard and was not allowed to take part in this pseudo "audit" commissioned by Mr. Acosta to justify after the facts the unspeakable decision to let the General Manager go while the latter was ill and had spent more than four years of his life, sacrificing his private and family life, not only defending the FIVB's interests, but also defending a President severely attacked in the criminal courts.
  
  - 2) As General Manager, Mr. Jean-Pierre Seppey has managed an annual budget of about 55 millions. The accounts he presented were submitted to the Board of Administration which approved them yearly with congratulations to the general management. My client's mission was to direct and execute the Board of Administration's decisions, and as such to make decisions, run administrative, financial, personnel, representation and communication daily matters. The President was kept informed of all that was happening through phone conversations occurring almost daily, on Saturdays, Sundays and holidays. Those close to my client will attest to this in due time. During the extended period of absence of Mr. Acosta in 2003 and 2004, due to illness, Mrs. Acosta was kept up to date. However the Acostas were interested less in the management of the FIVB and more in receiving the commissions, compensations for their expenses or in the President's health. How many times did Mrs. Acosta insist to my client and

Mrs. Giuseppina Rigamonti that the President not be disturbed with the operations and current affairs, fearing for the latter's health?

- 3) All the topics contained in the audit you have presented me correspond to operating expenses, of representation, communication, promotion, integration of the FIVB and sponsoring endeavors aimed at enhancing the image of the Federation, following the scandals and shaky relations of its President with the Olympic Movement which by the way forced the latter to resign from the IOC Committee. Notwithstanding your office's late reaction, and your weakness to simultaneously defend the FIVB and the Acostas, for an initial period of non negligible length, you will not know to obviously separate actions imputed to the Acostas from those which the FIVB will be held responsible towards my client.
- 4) My client received the instruction to undertake everything to strengthen the image of the FIVB as a top level sports organization, to motivate the Department Coordinators, FIVB officials, Commission members, the FIVB staff and the National Federations members for them to reach the FIVB objectives. The General Manager's task was to:
  - Root the FIVB's identity among the people, media, companies and Authorities of the City of Lausanne and of Switzerland, all the while ensuring the promotion of Volleyball and of the FIVB image.
  - Maintain personal contacts with the Authorities of the City of Lausanne (Mayor of the City, Councilors and Directors).
  - Maintain frequent and excellent contacts with the Swiss Authorities, of the Canton, and more specifically the IOC, as well as with the Government, sports authorities and the NOCs of each country in general.
  - **Maintain personal contacts with the Presidents of marketing companies, sponsors and TV, radio and press, broadcasters and organisers of FIVB competitions.**
  - Analyse all financial data, supervise and approve the profit and loss accounts produced by the FIVB accountant, payments and purchases.
  - Secure follow up of the Volleyball competitions, ensuring their preparation, development and the realisation of marketing projects and activities.
  - Coordinate the preparation of FIVB meetings and congresses preserving the FIVB's authority and work ethics at all levels, as well as respect for the FIVB's organisational principles.

- Maintain the best possible working conditions and acquire the trust of the FIVB staff, promoting job security, equality, mutual respect and discipline at all levels and at all times (to this last point one must note that Mrs. Malù Acosta and the President have themselves failed to abide by their own principles groundlessly firing many employees!).

It appears crucial to remind that among the ‘management tasks’ assigned to the General Manager was the discretion to **determine and set the FIVB staff’s salaries**, that of agencies, advisors and to present them to the FIVB President’s approval (in the President’s absence, the General Manager has had to take the necessary measures to reach the objectives set and mentioned above). He was also responsible for the accommodation and meals of FIVB members, officials and delegations.

- 5) The General Manager was moreover required to ensure logistical and administrative support to the members of Commissions, Confederations and National Federations, to allow them to carry out their responsibilities and activities according to the Volleyball World Vision 2008 and subsequently 2012 approved each year by the Board of Administration.
- 6) Due to the lengthy unavailability of the President in 2003, 2004, 2005 and due to his incapacity to manage the operations, the General Manager was forced to put his own time and effort, at all levels, and to make decisions as required by current operations. Procedures were implemented from the start of Mr. Jean-Pierre Seppey’s collaboration, such as the possibility to split in several instalments payments that were to be made on behalf of the FIVB and which went over the limits of the General Manager’s powers. Credit Suisse, the official bank of the FIVB, as well as the FIVB controller and former treasurer, Mr. Franz Schmied, were completely aware of my client’s activities, responsibilities and competences. So was the President.
- 7) With regard to the policy concerning donations and sponsoring, it was following the specific request by the President and approval by the Board of Administration that a more aggressive sponsoring and support policy was put in place in 2003 already (see the FIVB President’s report Minutes of the BA Appendix 3), then according to the minutes of the Board of Administration meeting of January 2004 (decisions No. 2 e, f, h, minutes of the BA, p. 28) as well as the 2005 Board of Administration (minutes of the BA, decisions e, f, h, Appendix 7 p. 32-33). Accordingly the General Manager was required to intensify, personally, TV contracts of the FIVB in order to improve TV coverage in the various markets worldwide (abovementioned decision 2 d). The 2003 and 2004 accounts were approved by the Board of Administration during the April/May 2005 session, which endorsed the General Manager’s policy toward ‘solidarity and social responsibility’. In the accounts, one will note that huge amounts relate to Mr. Acosta’s personal problems.

My client successfully executed this task. Thanks only to him, since 2001, new televisions and sponsors have decided to partner with the FIVB (Eurosport, Credit Suisse, Nike, Swatch Group, etc.)

8. Reserving himself the right and possibility to complete these statements and provide all necessary evidence, Mr. Jean-Pierre Seppey answers as follows on the various topics raised in the so-called “audit” established by Auditoria, without prejudice for all measures and claims against those who have let this affair deteriorate and have established a subjective report, partial and geared toward supporting the unacceptable statements of Mr. and Mrs. Acosta, which involve the FIVB.

1. **Roman Mayer – Montreux**

This jewelry in Montreux has had to fix the Acostas’ watches (Piaget and Rolex watches, alarm clocks and others) on many occasions. A cup was provided by this jewelry twice for the Montreux Volley Masters, an international Women’s Volleyball tournament. An Omega watch was purchased in February 2005, as the jewelry Mayer stated in a communication to the FIVB dated 5 September 2005. This watch was given as a gift to a high ranking official of Japanese TV. And due to the unspeakable behaviour of the Acostas to third parties that were shown gratitude by the FIVB for their fruitful collaboration, this watch was returned by the person concerned and is now at disposal.

2. **Bon Génie**

Only the General Manager was authorised to approve any purchase at the Bon Génie store. In practice and due to his heavy workload, Mrs. Giuseppina Rigamonti, Laurence Meylan, Cristina Coto, the receptionist as well as Mr. Alfred Cornioley went to the Bon Génie with the BG/FIVB card to purchase required items. For every purchase the General Manager was phoned to give his approval. No purchase was made for Mr. Jean-Pierre Seppey or his family. The recipients of the various gifts were VIPs, especially at the end of the year, staff members on their birthdays, FIVB officials, and more specifically those whose suitcases were lost or stolen. Mr. Seppey can justify every single purchase and indicate its recipient.

3. **Cabaret Brummel**

Within the context of the professional relations with various VIPs, Mr. Jean-Pierre Seppey brought notably Mr. Carlos Gianni, Turicentro President, Willy Burkhardt, ESPN USA and South America President, a Swatch Group Vice President and a Chief Editor of a daily Swiss newspaper, during evenings that concluded professional activities.

#### **4. Plane tickets for Arthur Jeremy Seppey – Berlin, Klagenfurt**

Berlin and Klagenfurt represent 2 Beach Volleyball Grand Slams, the most important tournaments of the yearly Swatch-FIVB World Tour. On this occasion my client traveled together with Mr. Angelo Squeo, Beach Volleyball Director, in order to check the work of the officials, to give interviews to the media, as well as to have meals and meetings with TV partners and sponsors' representatives, invited especially for the occasion.

The Acostas were in no way involved in this, during the years in which Mr. Acosta was "out".

Separated from his wife and often away on business, working more than 15-hour days, Mr. Seppey took the initiative to bring his son to Berlin and Klagenfurt, as the boy's mother could not look after him on those weekends. No other family member of Mr. Seppey's and no close relative accompanied him on these trips. That the employer should cover those expenses is perfectly justified. These expenses are moreover exceptional. To this day Mrs. Acosta has accompanied the FIVB President on numerous occasions abroad, totally paid by the FIVB. Similarly for Mr. Acosta's relatives.

#### **5. Trip to Buenos Aires end of 2002**

One must note at this point that it was on 7 November 2002 that Mr. Goijman, President of the Argentinean Volleyball Federation and Organising Committee for the 2002 Men's Volleyball World Championship was suspended from the FIVB. From this suspension followed those of the Argentinean Executive Committee members supporting Mr. Goijman in December of that year. The risk of suspending the Argentinean Volleyball Federation and its national teams was such that some members of the Argentinean Executive Committee requested an emergency meeting with the General Manager to save at least the image of the sport.

My client left for Buenos Aires on 23 December for a short 3-day visit where he met with players from the national team (Hugo Conte, Elghetta) as well as members of the Argentinean executive (Daniel Quiroga, Hector Cristiani, Jorge Rapaport).

If these attempts were not successful in preventing the suspension of some Argentinean members, they paved the way for the creation of a new Argentinean Volleyball Federations.

Mr. Seppey thus stayed 2 nights at the Alvear Palace Hotel in Buenos Aires, to carry out his professional duties.

## **6. Trip to Dubai end of 2004**

The Dubai trip was exclusively dedicated to meeting the Beach Volleyball Dubai event promoter, and to inspect the accommodation conditions in this city, more specifically the Djebel Arab Hotel, foreseen for the ceremony of the Best Beach Volleyball Players' awards 2005 on the occasion of the Swatch-FIVB World Tour Dubai event planned for November 2005. My client was in contact with the FIVB during this trip, having been on the phone to Mr. Angelo Squeo, on holidays in Senegal at the time, on three occasions. He talked to those in charge of receptions and accommodation. Offers were made to the FIVB in January 2005 by the hotel managers and were ultimately refused as they went over the budget foreseen. Mrs. Karine Zimmermann, human resources agent, accompanied Mr. Seppey. Her plane ticket was paid by Mr. Seppey himself, and not by the FIVB. The trip had to be organized during the holidays as Mr. Seppey was unable to programme it for early 2005. One shall emphasise that the month of January is crucial to the preparation of the Finance Commission meeting usually held at the end of January.

## **7. Nights at the Hôtel Mirabeau**

The Hotel Mirabeau is the official FIVB hotel, where members of its various organs stay during meetings in Lausanne, as well as all the officials, partners and VIPs during their visits to Lausanne, except for higher ranking guests. It is known to all, including of course Mr. Acosta, that during meetings, staff members who live far away from Lausanne were requested to stay at the hotel Mirabeau, because meetings went on until late in the evenings. Documents for the meetings were prepared on site. The General Manager could also meet with members to discuss specific problems. The Hotel Mirabeau management can certify that neither FIVB guests, employees nor the General Manager have stayed there for their own fun or as tourists.

## **8. Cabaret Velvet**

Mr. Seppey's presence accompanied by VIPs has always been justified for professional reasons. He went there together with representatives of televisions, sponsors or the media. For example, my client went to the Velvet in Geneva:

- with Mr. Daniel Baumat, Vice President of Swiss Timing (Swatch Holding) and Mr. Angelo Squeo in the context of the Swatch contracts negotiations. Similarly Mr. Seppey went with Mr. Carlos Gianni, Turicentro Argentina President, friend of Mr. and Mrs. Acosta and FIVB partner since 2002, regarding the transportation of teams and officials for FIVB competitions. Likewise with Mr. Eddie Brown, Marketing Director of Nike international, together with Mr. Angelo Squeo, Mr. Daniel Baumat abovementioned, Mr. Hiroshi Shibata, FUJI TV Japan Vice President, a long standing partner of the FIVB World Cup and World Grand Prix since 1994, Mr. Willy Burkhardt, President of ESPN TV USA and South America, during negotiations for the World League in Argentina, with journalists of the national and international press, notably representatives from the « Gazette dello Sport ».

## 9. St-Sylvestre in Gstaad 2003

It was known to all that the FIVB was represented in Gstaad at the end of 2003. Mr. Seppey met there Mr. Pierre-Olivier Gremaud, asset manager at the EFG bank, the President of which, Spiro Latsis, present and owner of a chalet in Gstaad, was interested in becoming a partner of the FIVB. Two meetings were organized with Mr. Rudi Kunz, promoter of the FIVB Beach Volleyball event in Gstaad, who presented to the FIVB his concept for his candidacy to the 2007 Beach Volleyball World Championships, for which he is still being considered. Mr. Seppey, in collaboration with Mr. Kunz, negotiated with the Palace room prices for guests to the Gstaad tournament, an occasion to present the Federation and to invite representatives of the media and main partners together with their families. On this occasion Mr. Seppey also met Mr. Adolf Ogi, who can attest to this, together with other personalities.

## 10. Swatch FIVB World Tour in Gstaad

In 2003, 2004 and 2005, during the Beach Volleyball tournament in Gstaad, the FIVB General Management invited several partners, TV, sponsors, media and other VIPs, such as Mr. Ogi, to meals, and for some, their families at the Hotel Palace, at exceptional rates (CHF 150.- for a CHF 230.- room). This promotional weekend, gathering between 30 and 40 people, proved a very successful operation for the FIVB, which allowed meetings with important personalities. As such numerous journalists attended, accompanied notably by Mr. Ogi. The Acostas were totally aware of the occasion, and are clumsily attempting today to deny it. The FIVB brand benefited from this important event attended among others by a Special Representative of the UN Secretary General. A strong tribute was paid to the Volleyball family, to its President and leaders by my client as General Manager.

One must further note that during the 2005 edition of the event, and according to the 2005 Board of Administration's decision (Minutes-BA p. 18) a steering committee and permanent committee of the Beach Volleyball Commission were organized in Gstaad during the Beach Volleyball competition on 19 and 20 June 2005, during which President Acosta was often contacted for various subjects and topics foreseen in the agenda. Mrs. Kerry Walsh, Beach Volleyball Olympic champion in 2004 for the USA, an American Beach Volleyball player and Doug Bill, CEO of the American Volleyball Federation, all accompanied by a lawyer, participated in this steering committee, and stayed at the hotel where negotiations concerned among other things the contracts between American players and the FIVB. The President was duly informed on a daily basis, through a phone report from Mr. Squeo abovementioned and the General Management.

## 11. San Marino restaurants and other restaurants

### *San Marino*

Given the proximity of the establishment San Marino to the FIVB headquarters, numerous business meals were taken there. When Mr. Seppey ate there privately he paid for his own expenses. To hold that, as I read it, Mr. Seppey should have made the FIVB pay for his meals and those of his family for CHF 3'880.- is pure

fiction. The Director and manager of the San Marino will confirm the business nature of the meals Mr. Seppey had there.

### ***Raffles, Montreux Palace***

During the Montreux Volley Masters, Mr. Seppey had the opportunity to invite various personalities to lunches and dinners. In 2002, the World Health Organisation delegated representatives to negotiate a partnership for the fight against tobacco, as well as during the 2002 World Championships in Germany and Argentina. Other guests were invited in 2004 and 2005.

### ***Other restaurants***

Based on documented evidence, my client will confirm, with complementary explanations, that the meals he had in restaurants were in direct relation to his professional activities of representation or communication related to the FIVB, according to the General Manager's job description.

The managers of the Beau-Rivage, Belevue, Debarcadere, etc. restaurants will all confirm the business nature of the meals Mr. Seppey had there. As for my client, he has always insisted upon paying for his own meals, for ethical reasons, those of his family and of his dog...

## **12. Rent deposit for Mr. Jean-Pierre Seppey's apartment at the Mont-d'Or 85 in Lausanne**

Living in Sion with his family, and where he goes back to as often as he can, Mr. Seppey was never granted company accommodation. Given his work overload in 2004 and his many representation duties he has had to rent a second flat in Lausanne to avoid spending nights at the Hotel Mirabeau. In agreement with the Fiduciaire Guedon, also estate agents, a rent deposit of CHF 7'200 was guaranteed by the FIVB. Following the abusive and unjustified dismissal of 17 August, my client has had to terminate the lease and find another tenant for 1 September. The abovementioned deposit was returned to the FIVB.

## **13. Mr. Seppey's private vehicle, Maserati 3200 GT**

My client owns a Maserati 3200 GT car, which he acquired prior to joining the FIVB. In agreement with the Fiduciaire Guedon and Mr. Franz Scmied, FIVB controller, and according to common practice, some expenses related to the vehicle were paid by the FIVB, for activities in relation with Mr. Seppey's business travels (fines, expenses, etc.). In early 2002, Mr. Seppey traveled between Sion and Lausanne by train, without being compensated in any way. Given his work overload, during the President's lengthy absence, he was forced to use his own car. Some maintenance bills and related expenses were paid by the FIVB, in agreement with President Acosta. Following the salary raise granted in 2003 and 2004, the amount of CHF 3'213.60 was reimbursed to the FIVB for expenses concerning Mr. Seppey's private vehicle. All the necessary information can be found at the Garage Speedy and Mr. Guedon.

#### **14. SOS Martigny – Security**

Following the expulsion of Mr. Goijman and the suspension of the Argentinean Volleyball Federation, the Acostas, just like the General Manager, feared for retaliation from Mr. Goijman and his friends. Threats were exposed in the criminal case. In 2003 my client requested the set up of a special alarm system in the Epalinges villa where the Acostas lived, and later on, in Sion, where his own family lives.

#### **15. Satellite – TV in the apartment of the Mont-d'Or 85 in Lausanne**

Just like the President who had an enormous satellite system with beamer and big screen installed at the FIVB's expenses in his residence in Epalinges, Mr. Seppey had a satellite connection installed at his place, which was indispensable for him to follow the competitions on the American and Asian channels. Such a set up is included in the technological inventory of the FIVB. Mr. Acosta was informed and the relevant documents are located at the FIVB. In fact, the totality of this equipment was taken down and is currently located in the offices of Satoliver in Ecublens, at the FIVB's disposal. The documents clearly state the property of the FIVB.

#### **16. Transfers of goods and people by cars, buses and limousines**

The FIVB has worked for a long time with the company Atlas Limousines in Lausanne, which has cars, buses and limousines. This company was transporting material (tapes, publications, cups, tin plates, documents delivered by courier to various institutions, etc.), in Switzerland and abroad. For example they were going every month to Milan, Italy, to pick up 3'000 copies of the VolleyWorld, drove people and staff on business, drove them to Geneva airport, secured the transfer of VIPs, especially during the time when Mr. Seppey had injured the tendons of his right knee and during which he could not drive himself (he nonetheless carried out his professional activities despite his bad health from his apartment for a week). The bills that were paid correspond to business transfers that were checked by Mrs. Giuseppina Rigamonti, Mr. Alberto Rigamonti, Mr. Cedric Overmeer, Mr. Rogerio Dente and Mr. Seppey himself. At no time was this company employed for private transfers, apart from the time in which Mr. Seppey could not drive for health reasons. The company's Director has confirmed the above.

#### **17. PC repairs**

All PCs and laptops belong to the FIVB. It is normal that repairs be paid by the Federation. Mr. Rigamonti and Mr. Overmeer had duly communicated all payments thus related, following detailed analysis. The laptop Mr. Seppey used belongs to the FIVB and is currently at its disposal.

#### **18. Furniture Bertrand Bonvin**

All furnishing and decoration jobs ordered from Mr. Bertrand Bonvin are related to the FIVB. The latter received all relevant documented evidence. The Marin Roudit company fixed chairs of the Board Room, washed curtains, put new

curtains up, carpets, delivered office furniture, etc. The invoices were checked and are justified.

#### 19. Acquisition of the Grande Baudelle, chemin Edouard Sandoz 2-4 in Lausanne

Due to its growth both in volume and staff since 2001 the FIVB decided in 2003 that it should have new headquarters that would be larger and more functional, and that could be located abroad. My client was president of the evaluation commission which received and analysed in details the candidacies of Rome, Barcelona, Lausanne, Bern and Geneva.

Within this process and as Lausanne appeared to be the best candidate with regard to specific criteria negotiations began with Mr. J.J. Schilt and relevant authorities of the City of Lausanne to build administrative offices on the piece of land belonging to the City and located right opposite the Hotel Mirabeau.

While everything was ready and a price had already been set, the Town's Council of Lausanne having made the extraordinary decision to sell the land to the FIVB, the Acostas, with no regard for those who had worked towards closing this deal and the related costs, capriciously and suddenly refused to buy. Several people upset with such behaviour will testify. Following this abrupt decision the Acostas went back to Mexico at the beginning of October and gave Mr. Seppey the task of doing whatever it took to acquire the piece of land by the lake that they had "fallen in love with". On numerous occasions and in front of third parties they repeatedly told Mr. Seppey **"whatever the costs, we have to have it for our image and to show the IOC what we can do!"**

It is through a third party that Mr. Seppey met an estate agent, Mrs. Sarah Schnyder, who was in contact with the daughters of the owner Mr. Pierre Lugeon, namely Mrs. Bettina Lugeon and Françoise Dana. There were three candidates for the land and villa. It is thanks to Mrs. Schnyder's prompt and efficient commitment, which the Acostas were well aware of, that negotiations were fruitful and resulted in the signature of a document of intent for the sale and purchase of the land on 4 November 2004. This document as well as the deed of sale of 29 April 2005 expressly state that "any and all commissions, expenses or fees relating to Mrs. Sarah Schnyder's intervention... would then be at the charge of the intending buyer". A proxy granting Mr. Seppey all powers was signed by Mr. Acosta on 2 November 2004. Mrs. Sarah Schnyder's fees refer to a preferential rate. The deed was signed in the FIVB Board Room in front of all Board of Administration members who heard the document read entirely.

As agreed with President Acosta and according to common practice, Mr. Seppey was asked to make the payment of Mrs. Schnyder's fees in four orders of payment, according to the limit of the General Manager's signature with Credit Suisse. In agreement with the bank, the Fiduciaire Guedon and Mr. Franz Schmied, and fully known to Mr. Acosta, various orders were executed concerning this matter. Mrs. Schnyder informed the General Manager that she had received a communication from the Lawyers mandated by the FIVB (and previously also from the Acostas), the content of which was outrageous to her.

**20. Fees of Mr. Yves Noël**

Financial law professor at the University of Lausanne and attorney in Lausanne, Mr. Yves Noël was recommended to the FIVB to examine the situation regarding VAT. He took part in numerous meetings with Mr. Braunschweig, KPMG partner, FIVB external auditor, Mr. Guedon and Mr. Rossinelli. Subject to VAT since 2001 the FIVB had not paid what was due to the “Administration Fédérale des Contributions” on more than CHF 1'000'000.- received from the IOC in VAT for the 2000 Sydney Olympic Games. Before having to face an unfortunate check from the authorities (AFC), my client consulted with KPMG, the Fiduciaire Guedon, Mr. Noël and Rossinelli who all recommended him to go ahead in order to avoid another scandal in the media. Steps were taken by the General Management with the Federal Administration. Mr. Noël's fees are in direct relation with an activity serving the interests of the FIVB.

**21. Legrand Morand – Mr. Jean-Pierre Morand**

Mr. Morand, who is a lawyer in Geneva, knows all about marketing in Switzerland. As requested by the President, Mr. Sepey asked him for a legal opinion to determine whether it was lawful to receive commissions before the actual funds were transferred by the partner and which were the usual commissions' percentages in the marketing business. The fees are perfectly justified. The question remains whether Mr. Acosta should not have paid for them himself.

**22. Fees and expenses of the Fiduciaire Guedon for extra services**

The Acostas seem to have forgotten the civil and criminal suits which mobilized of the FIVB, especially its General Manager to defend the institution but also the President himself. The Fiduciaire Guedon was involved in this defense according to Mr. Acosta's legal strategy, that commissioned many reports to the Investigating Judge for the civil court. Mr. Guedon will no doubt justify all the services invoiced.

**23. Rail season tickets – CFF**

A few of the staff's rail season tickets were purchased by the FIVB. They included Mr. Schmied, Mrs. Véronique Hill and Mrs. Carol Linder. A few train tickets were reimbursed in favour of Mrs. Victoria Grob. These benefits are fully justified by the work and commitment of the FIVB collaborators.

**24. Advances on expenses**

A procedure was implemented with the Fiduciaire to establish advances on expenses, later checked with actual bills and per diems effectively paid. The advance was set up directly with the person traveling, the recipient and the receipt signed by the latter. The justificatory documents are included in the file and my client can provide details for all advances on expenses received.

**25. Angelo Squeo – Winterthur meeting**

Without having looked at the justificatory documents my client remembers various meetings among which an officials meeting including Funtech's director,

Beach Volleyball nets producers and representatives from the Swatch Group in Winterthur in order to test various types of nets branded with the Swatch logo.

Indeed the idea was to test the branding with the new Swatch logo in various sizes and colours on the Beach Volleyball nets produced by Funtech. The decision to put the Swatch logo on the Beach Volleyball nets was made by Mr. Acosta and Mr. Seppey.

## **26. Gratifications and bonuses**

Numerous and lengthy debates between President Acosta and Mr. Seppey took place on salary raises and gratifications. All gratifications were granted according to the quality of the collaborator's services; they are fully declared to the social insurances and the AVS was applied to all these compensations or gratifications. Several collaborators had complained of their low salaries. Gratifications were granted by the General Manager to avoid the departure of qualified staff, through payments, plane tickets (Gabrielle Van Zwieten, Christophe Chanson, Helgi Thorsteinsson, Angelo Squeo).

Regarding Mr. Helgi Thorsteinsson, President Acosta had informed Mr. Seppey that he should do whatever it takes to convince the Throsteinsson family to move to Lausanne. Compensations for traveling and schooling were granted to Mr. Thorsteinsson, according to the instructions received and the powers of the General Manager. Moving executives from abroad has always been financed by the FIVB. The Acostas fail to mention the case of Mr. Bob Clarke, current Director of Volleyball Events and the Acostas' "factotum" who, according to available information, even washes their Mercedes, in the absence of a caretaker.

As regards Mr. Angelo Squeo, the latter played an important role in the relations with televisions and Federations and promoters of tournaments. His enormous contribution justified payment of gratifications, compensating his commitment during holidays and weekends. These gratifications were announced officially and AVS was applied.

## **27. Donations**

According the General Management's job description and mission the FIVB undertook to everybody's knowledge communication and promotion actions with each time an advertising presence, coupled with lobbying attempts. This policy clearly falls within the communication objectives of the Volleyball World Vision 2008 and 2012. These attempts were essential to restore the FIVB's reputation tarnished by the suits related to Mr. Acosta's commissions and his litigation with Mr. Goijman.

## **28. Marching Band 'l'Avenir' of Saxon**

In 2004 the Marching Band "l'Avenir" of Saxon organized the annual Marching Band Festival of the Christian Democratic Party of the Canton of Valais. This festival was attended by numerous political figures at all levels of the Swiss government. An official booklet with messages and adverts was printed in several thousands of copies. Originally from Saxon, Mr. Seppey was contacted by the organisers for financial support in the form of an advertising fee of CHF 7'000.- The FIVB logo and slogan were printed in the official booklet and the amount paid by the FIVB upon receipt of an invoice. Federal Councilor Deiss took part in

this event together with many State's Councilors, National Councilors and Cantonal deputies. The FIVB without any prior consultation with or information from Mr. Seppey has ridiculed itself requesting reimbursement of the amount paid in an abusive communication intended to destroy Mr. Seppey's reputation.

### **. 29. LUC Volleyball**

According to the Volleyball World Vision and to Mr. Seppey's job description the FIVB supported, in Switzerland and abroad, in 2005, international year of sports and physical education, various projects for youth education. The University of Lausanne and EPFL's sports department organized courses, youth weeks, presence of Volleyball during the Olympic week, Park Volleyball in Lausanne and other activities for the youth for a total of CHF 100'000.- Mr. Carrel has provided all explanations and justificatory documents to Mrs. Malù Acosta, who expressed abusive and unspeakable comments on Mr. Seppey.

### **30. Swiss Sports Aid Foundation (FASS) –Swiss Olympic**

FASS is the marketing and donations department of the Swiss Olympic Committee. Its presidents are Mrs. Ruth Metzler, former Federal Councilor, Mrs. Françoise Zweifel, former IOC general secretary; Mr. Xavier Blanc is the director for the French speaking part of Switzerland.

In 2003 and according to the essential communication actions undertaken to restore the image and credibility of the FIVB leaders, my client had the ingenious idea to launch a scheme with the Swiss NOC and the FASS. The idea was to give CHF 1.- per spectator of FIVB events in Switzerland, the Montreux Volley Masters and the Gstaad Beach Volleyball tournament. A press conference was very successfully organized at the FIVB headquarters, attended by Mr. René Burkhalter, 2003 FASS President.

In 2005 and as a result of the action, the idea was, after calculating the number of spectators, a check amounting to CHF 37'000.- to Mrs. Metzler on the occasion of her attending the Lausanne Beach Volleyball tournament, which was done in August by Mr. Carrel.

Showing obvious ignorance for the working of local administration and sports services Mr. Acosta contacted Mr. Carrel, whom he refers to as the "President of Lausanne's Sports Services" to claim reimbursement of the funding granted to Swiss Olympic, abusively stating that my client did not possess the power to order such contribution.

### **31. Vibration – Radio**

A local radio suggested the organisation of a weekly show on Volleyball and Beach Volleyball, which was very successful in the sports scene in Valais. An interview of over one hour was given by my client, a tape of which can be provided.

### **32. Business Prize 'Suisse romande'**

According to the concept of local communication launched by the FIVB and in agreement with its organs the General Management established a small

partnership with the “Prix Entrepreneur Suisse Romande” (Business Prize), the jury of which comprised Mrs. Nelly Wenger, Nestlé Switzerland Director and former Expo manager. This action was widely spread in the media and broadcast on Swiss TV. A complete file can be provided. The Credit Suisse general management, official sponsor of the event, had approached my client through Mrs. Christiane Schweizer, Vice director, as FIVB General Manager. The Credit Suisse general management and my client can provide all necessary details on the matter.

### **33. The Fashion Museum**

The Canton and several multinational companies agreed to an interesting partnership media-wise with the Fashion Museum. The FIVB Institution was mentioned in its publications and press releases. The presence of the Canton gave added value to this partnership.

### **34. Donation to the City of Lausanne – LHC**

On 17 March 2004 at 7 am Mr. Seppey met with Mr. Schilt, Iseli and Stockburger, Gétaz-Romang Director and temporary President of the LHC in order to discuss the difficulties encountered by the most important club of the Canton and to find a partnership FIVB/City of Lausanne and Vaud Canton to save the club and the image of sports in the region. At the time the FIVB was trying to purchase some land to build its future headquarters that belonged to the City of Lausanne, opposite the Hotel Mirabeau and to get the official City’s authorization for such purchase. President Acosta and Mr. Schmied were informed the same evening of the contribution to the LHC club’s budget. Both of them agreed and a press release was sent out, followed by a press conference held at the Town Hall of Lausanne on 23 March 2004. Over 30 journalists, television and radios attended the event which was hugely successful, giving the FIVB an image of solidarity and support for sports that was exceptionally welcome. Showing obvious lack of respect for established commitments and general courtesy, did Mr. Acosta not request the City of Lausanne to give back the amount paid, all the while denigrating and libeling Mr. Seppey?

### **35. Payment by the FIVB of expenses for personalities**

Several personalities’ expenses were paid by the FIVB, in a professional context of promotion and communication. As such Mr. Leonard Armato, Mr. Hannes Jagerhofer, Mr. Peter Kleinmann, Mr. and Mrs. Revaz, Mrs. Kerry Walsh, among others. These expenses are all fully justified..

### **36. Mr. Patkin, General Secreatry of the Russian Volleyball Federation**

Mr. Patkin was invited together with the Federation’s Director Mr. Sapega and Mr. Chesnokov, FIVB Vice-President, to an important planning meeting, which Mr. Schmied also attended. One must know that **since the intimate relationship between Mr. Acosta and (name deleted by Play the Game) a Russian Volleyball team player,**

relations with the Russian Federation have deteriorated, as Mrs. Malù Acosta did everything in her power to sabotage all that was coming from Russian teams or officials, in fits of jealousy that witnesses remember to this day and will be able to describe officially. It remains that private hotel and meal expenses were invoiced

to the FIVB in relation with the romantic episode of Mr. Acosta and Mrs. X. These elements will be checked and audited in due time.

### **37. Didier Chauvigny**

While knowing nothing of Mr. Chauvigny's personality, qualifications and contacts you have declared to me that Mr. Chauvigny had no contacts with the Netslé Group and that his intervention was unjustified. However Mr. Chauvigny is particularly well introduced within Nestlé Waters, the headquarters of which are located in Paris. Between 2003 and 2004, according to his job description, Mr. Seppey mandated Mr. Chauvigny to approach Nestlé, which obviously represents what all international Federations could want as sponsor. Numerous contacts and encounters took place between Mr. Seppey and Nestlé Waters representatives Carré and Ginies, and a meeting was officially held on 7 April 2005 in Paris. Didn't Mrs. Acosta phoned Mr. Chauvigny to call my client a "crook" and to declare that "the FIVB was not interested in Nestlé"! Mr. Chauvigny will be heard on both his mission and the phone call from Mrs. Acosta.

### **38. African Volleyball Confederation**

I noted in Auditoria's "audit" a reference to the African Volleyball confederation. The FIVB contributed to equipping the Federations that, among the poorest, could not even set up an infrastructure to even communicate with the FIVB. The Board of Administration in 2004 emphasised the importance of development and decided to support the many national Federations which, devoid of any substantial means, accomplish enormous and exemplary work. In this view a few members of the Board of Administration in their annual meeting held in Acapulco in 2004 decided to increase and develop direct aid to the abovementioned Federations (decisions 2B and 2C, Minutes of the BA, p. 41). In accordance with its decision, the Board of Administration decided at the same meeting, following a proposal by President Acosta, to increase the budget allocated to development programs to CHF 2'000'000 for the ensuing three years (Minutes BA p. 18). Rigorously and with respect for the principle of equal opportunity the FIVB offered such Federations the possibility to furnish their office with a computer, fax and printer if they possessed an independent office, a phone line and secretary. Many Federations have congratulated Mr. Seppey and Mr. Thorsteinsson, Technical and Development Director, for this action, which no doubt provokes the jealous wrath of the Acostas.

### **39. Jean-François Fournier**

Mr. Acosta's attitude regarding Mr. Jean-Francois Fournier is worrying for its huge inconsistency and versatility. Mr. Fournier's qualities as journalist (editor of the "Hebdo") are widely recognized in the Olympic and international world. Since the FIVB did not possess a press department, given that Mrs. Acosta consistently dismissed any new press officer, the FIVB called upon Mr. Fournier for advice in communication, according to a mandate and contract. The President and his wife have often met Mr. Fournier, who wrote many texts and press releases for him and

skillfully advised his resignation from the IOC before the latter dismiss him permanently (remember the “Severe Warning” of the IOC Ethics Commission regarding contract commissions). Mr. Acosta and his wife have more than once praised and congratulated Mr. Fournier for his services. Mr. Fournier was so close to Mr. and Mrs. Acosta that he had been invited to the 2004 FIVB Congress in Porto.

Mr. Fournier wrote a book entitled “*Toute ma vérité*” (*My whole Truth*) which in fact is a pro domo plea for “emperor Acosta”, the distribution of which was awaiting the end of the criminal suits. Mr. Acosta received the electronic version of the book at his Mexico Office and a fee was paid to Mr. Fournier for his work.

#### **40. Sylvie Oberson Fournier**

History Graduate from the University of Geneva, Sylvie Oberson Fournier is Mr. Jean-Francois Fournier’s wife. She was asked to write a book on the history of Volleyball. This initiative, which had been duly communicated to the President by Mr. Seppey when it was first intended and at the end of 2003, is of huge interest for a fast growing Federation the history of which is hardly known. The financial consideration was negotiated hard, so that the fee for the creation of this work represents less than a fifth of the usual rate.

#### **41. Sébastien Gross**

This agent was asked to collaborate with the FIVB to analyse the possibility of holding the 2007 Beach Volleyball World Championships in Switzerland, either in Zurich, Geneva or Gstaad. Mr. Ogi was the Honorary President of the Bidding Committee. Mr. Gross accomplished enormous work, took part in various meetings, among other with the Mayor of Geneva and his activities are fully justified.

#### **42. Hope Finance SA**

Following the Board of Administration’s decision dated 3 May 2003 a financial expert was hired to study the management of Credit Suisse. Mr. Acosta seems to ignore even his own Board’s decisions.

#### **43. Mrs. Cristina Coto**

Excellent secretary, Mrs. Cristina Coto was despised by Mrs. Acosta who denigrated her and pushed her to leave the FIVB. Victim of mobbing on the part of the Acostas this person benefited from the General Manager’s understanding and gratitude. He accepted to provide her a small allowance for the cleaning of her apartment when moving. Her salary was well below the norm for similar positions.

#### **44. Lusson Jorge Enrique – Cuban Volleyball Federation**

To support the Cuban Volleyball Federation, encountering enormous financial and communications difficulties, the FIVB financed mobile phones and some communications. The justificatory documentation is at disposal.

#### 45. Mandate to M. P. Mignot, detective

A mandate was given to M.P. Mignot, detective, in the context of the Goijman affair and notably Mr. Elkaim's intervention.

#### 46. Other justified expenses and contracts

My client is able to justify any observation mentioned by Auditoria regarding translations by Mrs. Irene Neuveu, merits and gratifications of Mrs. Carole Linder (rail season ticket), partnership with TV Léman Bleu, lecturer Vincent Piguet, mandates given to Mr. Richard Baker, travel allowances and gratifications for excellent services rendered to Alberto and Giuseppina Rigamonti, photographs financed by the FIVB for the President's birthday, gratifications paid to Lucinda Arsenio, Anne-Claire Ceccarelli, Karine Zimmermann's translations, etc..

Ultimately the enormous campaign launched by the Acostas against Mr. Jean-Pierre Seppey will remain fruitless and Mrs. Acosta and her husband have managed to fool even the FIVB's lawyers.

9. Still ill to this day, Mr. Seppey has suffered enormous patrimonial prejudice due to an unjustified and abusive dismissal and a national and international spread of scandalous and denigrating, libelous and insulting. The FIVB is evidently responsible for the outbursts of its own representatives (or of those who consider themselves as such).
  
10. Concerning the function and regulations of the rights and powers of the General Manager it seems to have escaped your client and its representatives's notice that the General Management is not to be considered as "employees" of the FIVB but instead holds the position of an "institution" as defined in the FIVB Constitution and as such possesses the status of member of the Federation. Its function, distinct from that of the FIVB staff is regulated by other clauses of the FIVB Constitutions and other regulations. The General Manager is entitled to ask for the payment of commissions when, as is the case, he has successfully negotiated contracts with TVs, sponsors and other promoters, signing contracts that evidently give rise to a corresponding commission. His unfounded dismissal does not affect this in any way. Mr. Seppey's claims for the whole of his work, holidays, attacks to his reputation as well as for commissions owed to him are hereafter summarise:
 

a) Two years' salary	CHF 729'000.00
b) 23 days of holidays not taken	CHF 31'000.00
c) Personal tort	CHF 500'000.00
d) Eurosport and Swatch Group	CHF 761'800.00
e) 2010 World Championships in Italy, marketing	CHF 1'270'000.00
f) 2010 World Championships in Italy,	

TV rights	CHF	1'000'000.00
g) FIVB – Fuji TV – JVA Agreement 2005, 2009, 2010, 2013 et 2014 signed with the Japan Volleyball Association and FUJI TV Network	CHF	415'000.00
h) Nike	CHF	100'000.00
		_____
<b>TOTAL</b>	<b>CHF</b>	<b>4'806'800.00</b>
		=====

The Eurosport contracts 2002, 2008, Swatch 2005-2008, Credit Suisse 2002-2007, Gerflor 2005-2008 ; FUJI World Grand Prix 2005, 2009, 2010, 2013 and 2014 as well as Nike 2004 and 2005 were negotiated exclusively by Mr. Jean-Pierre Sepepy. Similarly for the 2010 World Championships in Italy, the General Manager has been the sole negotiator since 2004 within the FIVB for contracts with the Italian Volleyball Federation and Italian TV Sky and Rai. These negotiations were conducted without the intervention of a marketing agent, so that a 10% commission is clearly owed my client, according to article 2.6.2.1 of the FIVB General regulations and common practice.

11. My client is moreover entitled to ask for payment in his favour of an amount of CHF 40'000.- plus VAT as an advance on expenses for the defense he has had to organised in the context of criminal proceedings brought by Mr. Goijman following the rift between the latter and Mr. Acosta and the FIVB.
12. I shall set the deadline to **28 November 2005** to pay all of the above considerations with the enclosed payment slip. **Within the same deadline** I invite the FIVB to address to all recipients of communications questioning the competence and performances of Mr. Jean-Pierre Sepepy to inform them that previous correspondence questioning the General Manager must be considered void and non-applicable and that the activities of the General Manager for the FIVB were entirely satisfactory.

**By return mail**, I urge you to provide me with a copy of the Auditoria report.

Should this communication be left unanswered and unresolved in its time, my client shall undertake all actions, at all levels, against the FIVB and Mr. and Mrs. Rubén and Malù Acosta.

A copy of this document is sent to Mr. Yves Burnand, who is as of now advising them.

You are kindly requested to **acknowledge receipt of this communication**, to avoid my having to send it again by registered mail.

Kind regards,

Philippe Reymond, av.