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7 CITY OF ANAHEIM

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

10
11 CITY OF ANAHEIM, a charter city and
municipal corporation,
12
Plaintiff,
13
vs.
14 ANGELS BASEBALL, L.P., a California
15 limited partnership; and DOES 1 through 100,
inclusive,
16
Defendants.

Case No.
Judge:
Dept.:

**COMPLAINT FOR BREACH OF
CONTRACT, BREACH OF COVENANT OF
GOOD FAITH AND FAIR DEALING,
INJUNCTIVE RELIEF, AND
DECLARATORY RELIEF**

Date Action Filed:
Trial Date:

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20 Plaintiff CITY OF ANAHEIM alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. Plaintiff CITY OF ANAHEIM ("City") is now, and at all times mentioned herein
23 has been, a public body, corporate and politic, and a charter city duly created and existing under
24 the laws of the State of California.

25 2. Defendant ANGELS BASEBALL, L.P., formerly called "Anaheim Angels, L.P.",
26 is a California limited partnership formed on May 15, 1996, whose principal office is located at
27 2000 Gene Autry Way, Anaheim, California, 92806.
28

1 3. Plaintiff is ignorant of the true names and capacities of defendants sued as Does 1
2 through 100, inclusive, and therefore sues these defendants by these fictitious names. Plaintiff
3 will amend this complaint to allege their true names and capacities when they have been
4 ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously
5 named defendants is legally responsible in some manner for the occurrences alleged in this
6 complaint and for plaintiff's damages.

7 4. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 each of the defendants, including Does 1 through 100, inclusive, was the agent or employee of
9 each of the remaining defendants and, in doing the things alleged, was acting within the scope of
10 that agency or employment.

11 5. In early 1995, The Walt Disney Company began negotiations with Golden West
12 Baseball Co. to purchase the baseball team commonly known at that time as the California Angels.
13 On July 13, 1995, Disney Baseball Enterprises, Inc. was incorporated. On May 15, 1996,
14 California Angels, L.P., was formed with Disney Baseball Enterprises, Inc. as the general partner
15 (collectively, "Disney"). In connection with the purchase of the baseball team, Disney negotiated
16 with the City regarding the then-existing lease for the baseball stadium and surrounding area (the
17 "Stadium"). The City and Disney representatives discussed the fact that as a world-wide tourism,
18 convention, sports and entertainment center, it was extremely important for the City to achieve
19 agreement to have Anaheim identified with the team and to have the world-wide exposure that this
20 identity would provide to the City. Disney was supportive of this objective of the City and even
21 before the 1996 Lease Agreement was signed, announced publicly that the team name would be
22 changed from the California Angels to the Anaheim Angels.

23 6. The change in the name of the team from the California Angels to the Anaheim
24 Angels was extremely important to the City Council and to the City staff because Anaheim is a
25 world-wide tourism, convention, sports and entertainment center and derives the greatest portion
26 of its general funds from hotel occupancy taxes, funds that are driven by the tourism, convention,
27 sports, and entertainment industries. Disneyland is located within the City of Anaheim. Anaheim
28 owns and operates the Anaheim Convention Center, one of the largest convention centers in the

1 United States. Anaheim is the home of the Mighty Ducks of Anaheim, a professional National
2 Hockey League team, which plays its home games in an arena owned by the City of Anaheim, and
3 which arena also hosts numerous other events, concerts, and entertainment activities. The success
4 of these venues is, in part, dependent upon the national and international reputation and name
5 recognition of the City in the tourism, convention, sports and entertainment industry. The change
6 of the name of the California Angels to the Anaheim Angels was an attempt to brand “Anaheim”
7 in the City’s effort to maximize its exposure and identity on a national and international basis.

8 7. On or about May 15, 1996, the City and California Angels, L.P., entered into the
9 “Amended and Restated Lease Agreement by and between the California Angels, L.P., and City of
10 Anaheim” (the “1996 Lease Agreement”). Section 11(f) of the 1996 Lease Agreement states as
11 follows: “Tenant will change the name of the Team to include the name “Anaheim” therein, such
12 change to be effective no later than the commencement of the 1997 Season.” A true and correct
13 copy of the 1996 Lease Agreement is attached hereto as Exhibit A. The parties mutually intended
14 and understood Section 11(f) to require defendant's predecessor to change the name of the
15 "California Angels" baseball team to the "Anaheim Angels." At the press conference in mid-1996
16 announcing the deal, the Mayor of Anaheim publicly stated, with the Disney representatives with
17 him on the podium at City Hall, that the team that was called the California Angels for the last 30
18 years would now on be called the Anaheim Angels.

19 8. The City of Anaheim made substantial economic concessions to the baseball team
20 under the 1996 Lease Agreement and a key item of consideration in return was the change in the
21 name of the team from the California Angels to the Anaheim Angels. The 1996 Lease Agreement
22 was a modification of the then existing lease between the City and the owner of the baseball team.
23 Under the existing lease, the baseball team had the right to terminate the lease at the end of 2001,
24 though the lease term provided for team options that ran through 2031. The 1996 Lease
25 Agreement runs through December 2029 subject to the team’s right to terminate the lease in
26 October 2016. The 1996 Lease Agreement provided for the existing Stadium to be renovated at an
27 estimated cost of \$100 million. Under the 1996 Lease Agreement, the City agreed to put up \$20
28 million of its own funds towards the Stadium renovations as well as assign to the team the right to

1 revenues from outdoor advertising signs owned by the City on the Stadium premises, which was
2 valued at \$10 million. The team was responsible for the remainder of the Stadium renovation
3 expenses.

4 9. In addition to the \$30 million commitment towards the Stadium renovations, the
5 City made numerous other economic concessions to the baseball team under the 1996 Lease
6 agreement. The City, which previously operated the Stadium and kept 100% of the revenues from
7 all events other than baseball games, turned the year round control and operation of the Stadium
8 over to the team and gave the team the revenues from all events held in the Stadium. The City
9 also agreed that it would remain responsible for the existing \$9.3 million debt owed on the
10 Stadium. The City agreed that it would not share in ticket revenues from Anaheim Angel games
11 at the Stadium, except for tickets sold in excess of 2.6 million, a figure that had not been achieved
12 during the prior five years to 1996. The City agreed to relinquish to the baseball team nearly all of
13 its share of parking revenues and all revenues from food and beverage sales and all revenues from
14 in stadium advertising. Aside from this, the City agreed that the baseball team would have the use
15 of the Stadium, rent free for the term of the lease.

16 10. In return for these substantial economic concessions, the City principally received
17 in the 1996 Lease Agreement the agreement that the team would play its home games at the
18 Stadium for the extended term of the 1996 Lease Agreement, the team's participation in the cost
19 of the Stadium renovations, and the prominence and identity that it would receive nationwide
20 through the use of the name Anaheim Angels and the association of Anaheim with the major
21 league baseball team.

22 11. After Disney purchased the managing interest in the baseball team in 1996 and
23 entered into the 1996 Lease Agreement, it changed the name of the team from the California
24 Angels to the Anaheim Angels pursuant to the provision in Section 11(f) of the 1996 Lease
25 Agreement. Thereafter, as anticipated, Disney implemented the name change by using the
26 Anaheim Angels name in much the same way as the California Angels name had previously been
27 used by the team or by expanding that use. During Disney's ownership, the Anaheim Angels
28 name was used by the team on season tickets, parking passes, game schedules, calendars, media

1 guides, the team website, billboards, press releases, newspaper, television and radio advertising,
2 publicity, play by play broadcasting, souvenirs, merchandise, team stationery, printed checks and
3 other mediums as a matter of routine. On or about November 20, 1996, Disney Baseball
4 Enterprise, Inc., changed its name to Anaheim Angels Baseball Club, Inc. On or about November
5 20, 1996, California Angels, L.P., changed its name to Anaheim Angels, L.P. In 2002 the team
6 even put the Anaheim Angels name on the player's road jerseys, something that had not been the
7 practice prior to Disney's ownership.

8 12. On or about March 24, 2003, Moreno Baseball Companies, Inc. was incorporated
9 in California, with Arturo Moreno as president. Likewise, on or about March 24, 2003, Moreno
10 Baseball, L.P., was registered in California with Moreno Baseball Companies, Inc. as the sole
11 registered partner (collectively, along with Angels Baseball, L.P., "Moreno"). Disney sold the
12 baseball team to Moreno in 2003 during the course of the baseball season. On or about May 22,
13 2003, Anaheim Angels Baseball Club, Inc. was merged into Moreno Baseball, L.P. On or about
14 November 25, 2003, the name of Anaheim Angels, L.P., was changed to Angels Baseball, L.P.
15 Moreno Baseball, L.P., is the sole registered partner of Angels Baseball, L.P. Angels Baseball,
16 L.P., was and is still bound by the terms of the 1996 Lease Agreement.

17 13. Upon the purchase of the baseball team by Moreno, there has been a conscious,
18 systematic, and pervasive elimination of Anaheim from references with the team name. The City
19 is informed and believes that shortly after Mr. Moreno purchased the team from Disney, he
20 formulated and gave instructions to implement a two phased marketing and branding plan. Phase
21 one, which was implemented immediately, was to eliminate references to Anaheim in the team
22 name so as to disassociate Anaheim from the Angels brand. Phase two, for the future, was to
23 change the name of the team to the Los Angeles Angels. The overall plan was to create a brand to
24 be identified with the Los Angeles community, rather than Anaheim or Orange County.

25 14. The first step in the implementation of phase one, was to eliminate "Anaheim"
26 from the team's road jerseys. This required the approval of Major League Baseball ("MLB") and
27 was rushed through despite the fact that the deadline had already passed for submittal of such
28 changes to MLB. Similarly, instructions were given not to design or order any more merchandise

1 with Anaheim in the name so that all such merchandise was eliminated from the team store before
2 the 2004 season.

3 15. Moreno implemented a conscious, systematic and pervasive elimination of
4 Anaheim from references with the team name in virtually every medium where the team name is
5 used. Examples are the following:

6 (1) Team Website:

- 7 (a) Under Disney, the team website referenced Anaheim Angels
8 extensively.
9 (b) Now, "Anaheim Angels" is almost impossible to find on the team's
10 website. Virtually every other team's website states the full team
11 name on the top of each team web page. The Anaheim Angels
12 website states: "The Official Site of the Angels."

13 (2) Tickets (including season tickets packaging):

- 14 (a) Under Disney, tickets/ticket packaging read "Anaheim Angels."
15 (b) Now the tickets/ticket packaging state "Angels", "Angels Baseball"
16 or "A" [for playoff tickets].
17 (c) The 2004 tickets to home games state that "The holder of this ticket
18 ... is granted a revocable personal license by Angels Baseball, LP
19 ('the Angels')" and makes no mention of "Anaheim Angels".

20 (3) Checks:

- 21 (a) Under Disney, checks were issued to the City that showed the name
22 of the company as "Anaheim Angels L.P."
23 (b) Checks from the baseball team to the City now show the name
24 "Angels Baseball L.P."

25 (4) Stationery:

- 26 (a) Under Disney, stationery was used that read: "Anaheim Angels", or
27 "Anaheim Angels Baseball Club, Inc."
28 (b) Now the stationery reads: "Angels Baseball" or "A".

(5) Team photographs:

- (a) Under Disney, team photographs were typically entitled "Anaheim
Angels."
(b) The 2004 team photograph is entitled "Angels Baseball."

(6) Parking passes:

- (a) Under Disney, parking passes read "Anaheim Angels."
(b) Now, parking passes read "A."

(7) Invoices:

- (a) Under Disney, invoices typically read "Anaheim Angels" or
"Anaheim Angels Baseball Club, Inc."
(b) Now, invoices read "A."

(8) Calendars (pocket and wall):

- (a) Under Disney, calendars were issued that read "Anaheim Angels."
(b) Now, calendars read "Angels Baseball."

(9) Media Guides:

- (a) Under Disney, media guides typically referred to "Anaheim Angels"
on the cover of the spine.
(b) The team's 2004 regular season media guide reads "Angels
Baseball", "A" and "The A Team!" on the cover and spine without
reference to the Anaheim Angels.

(10) Merchandise:

- (a) Under Disney, it was typical for team merchandise sold in the
stadium store to bear the "Anaheim Angels" name.

- 1 (b) Now, Anaheim has been eliminated from virtually all merchandise
- 2 sold in the team store.
- 3 (11) Public Address Announcements
- 4 (a) Under Disney, the introduction of the team was typically “Your
- 5 Anaheim Angels.” In 2004, the introduction of the team was “Your
- 6 A Team.”
- 7 (12) Uniforms:
- 8 (a) The players’ road jerseys, which Disney changed in 2002 to say
- 9 “Anaheim Angels”, were changed in 2004 by new ownership to say
- 10 “Angels.”

11 16. The City’s City Manager Dave Morgan sent four letters to Mr. Moreno and/or the
12 President of Defendant, Dennis Kuhl, relating to the City’s concern over its intentions concerning
13 continued use of the Anaheim Angels name and its rumored intention to change the team name to
14 the “Los Angeles Angels” or the “Los Angeles Angels of Anaheim”. On or about September 11,
15 2003, Mr. Morgan transmitted a letter to Moreno noting the rumors that Mr. Moreno might be
16 considering a change in the team name and making it clear that the Anaheim Angels name was a
17 critical element of the 1996 Lease Agreement. No response was ever received to Mr. Morgan’s
18 letter. In a letter to Mr. Kuhl on November 16, 2004, Mr. Morgan requested assurances that the
19 team would honor the 1996 Lease Agreement and not undertake to change the name of the
20 Anaheim Angels. He notified Mr. Kuhl: “Be officially advised that the City Council has directed
21 City staff to use all legal means necessary to ensure compliance with the terms of the lease.” No
22 response was received to this letter.

23 Also on November 16, 2004 Mr. Morgan transmitted a letter to Mr. Kuhl setting forth
24 questions regarding the team’s discontinued use of Anaheim in the Anaheim Angels name in
25 various mediums, such as the team’s official website, stationery, press releases, team schedules,
26 media guides, merchandise, road jerseys, etc. The City never received a response to this letter.

27 In a letter to Mr. Kuhl on December 17, 2004, Mr. Morgan provided Defendant notice of
28 the fact that the City would seek a restraining order if Defendant continued to implement its plan
to eliminate Anaheim from the team brand, as follows:

“If, notwithstanding this notice, your organization proceeds to continue to
implement its plan to eliminate Anaheim from the team brand, then your
organization will risk suffering the consequences of a court order

1 restraining the organization from selling or distributing tickets, materials,
2 merchandise, and publicity in breach of the agreement between the City and
3 the Anaheim Angels. You should be aware that the 1996 Lease Agreement
4 expressly provides for injunctive relief and specific performance as an
5 appropriate remedy to enforce the performance of the agreement (Page 7, §
6 35.)”

7 17. The City first received official notice that the baseball team had changed its name
8 to the Los Angeles Angels of Anaheim when it received a copy of the press release issued by the
9 baseball team to that effect on January 3, 2005. Up until that time, representatives of the baseball
10 team had consistently taken the position that no decision had been made to change the name of the
11 team and that the team had done nothing other than explore hypothetical marketing strategies. The
12 press release states in part, “Angels Baseball and the “A” brand will continue to be the marketing
13 focus of the organization...”

14 18. The new team name is not only nonsensical but is a thinly veiled plan to totally
15 eliminate exposure of the name “Anaheim” as part of the team name in the marketing and
16 branding of the baseball team.

17 19. The elimination of exposure and branding of Anaheim in connection with the
18 Angels name has already been implemented by team management. The baseball team sent an e-
19 mail to representatives of major league baseball teams throughout the country on January 3, 2005,
20 and advised them as follows:

21 “Pleased be advised that our name has now been changed from Anaheim Angels to
22 Los Angeles Angels of Anaheim, effective today. When scheduling, please use LA
23 in place of ANA, and if you should play against both us and the Dodgers, we would
 [be] characterized by LAA.”

24 Accordingly, the designation for the location of the team’s home games on schedules throughout
25 the country will no longer refer to ANA (for Anaheim) but will refer to LA (Los Angeles). This
26 means in television newscasts, for example, all line scores will be reported as LA (Los Angeles)
27 instead of as ANA (Anaheim). It also means that scoreboards in other major league stadiums
28 throughout the country will list the scores of Angel games as LA instead of ANA.

1 the injuries currently being suffered and that it will continue to suffer because monetary damages
2 would be inadequate if defendant's conduct is not restrained. The national and international
3 publicity given to the City by the identification of the Anaheim name with the Angels major
4 league baseball team is invaluable and a unique resource that is not replaceable. Indeed, Section
5 35 of the 1996 Lease Agreement provides for specific performance and injunctive relief to enforce
6 the performance of the obligations of the 1996 Lease Agreement.

7 26. As a direct and proximate result of defendant's breach of the 1996 Lease
8 Agreement, Plaintiff has been damaged in a sum in accordance with proof at the time of trial.

9 27. The City is also entitled to its attorney's fees, costs and expenses pursuant to
10 Section 36(a) of the 1996 Lease Agreement.

11 **SECOND CAUSE OF ACTION**

12 **(Breach of the Covenant of Good Faith and Fair Dealing – Against Defendant Angels** 13 **Baseball, L.P. and Does 1-50)**

14 28. Plaintiff hereby incorporates by this reference paragraphs 1 through 27 above,
15 inclusive, as though fully set forth herein.

16 29. Defendant Angels Baseball, L.P., is a party to the 1996 Lease Agreement. Section
17 11(f) of the 1996 Lease Agreement states as follows: "Tenant will change the name of the Team to
18 include the name "Anaheim" therein, such change to be effective no later than the commencement
19 of the 1997 Season."

20 30. The 1996 Lease Agreement imposed on defendants the duty of good faith and fair
21 dealing. This covenant imposes upon each contracting party the duty not to do anything which
22 prevents realization of the benefits of the contract. It also imposes upon each contracting party the
23 duty to do everything that the contract presupposes that each party will do to accomplish its
24 purpose. The actions of defendants, as alleged above, have deprived the City of the benefits of the
25 1996 Lease Agreement, to which it is legally entitled.

26 31. Defendants breached their duty to act in good faith and in accordance with fair
27 dealing with regard to the 1996 Lease Agreement and the duty imposed by the covenant of good
28 faith and fair dealing implicit in the 1996 Lease Agreement. The parties mutually intended and

1 **(Request for Injunctive Relief – Against Defendant Angels Baseball, L.P. and Does 1-50)**

2 35. Plaintiff hereby incorporates by this reference paragraphs 1 through 34 above,
3 inclusive, as though fully set forth herein.

4 36. Defendant’s wrongful conduct, unless and until enjoined and restrained by order of
5 this Court, will cause great and irreparable injury to the City. The identification of Anaheim with
6 the Angels baseball team is of immense importance and value to the City because Anaheim is a
7 world wide tourism, convention, sports and entertainment center. The City’s principal source of
8 general funds is from hotel occupancy taxes. The City is the home of the Anaheim Convention
9 Center, the original Disneyland and Disneyland’s California Adventure, and a world class arena
10 which, along with hosting other events, is the home of a professional National Hockey League
11 team. The City has a strong commitment to establish and promote a world class identity for
12 Anaheim as a destination center serving tourism, conventions, sports and entertainment. The
13 national and international publicity given to the City by the identification of the Anaheim name
14 with the Angels major league baseball team was a strategic move by the City to gain increased
15 exposure and prominence in these sectors. The City of Anaheim will lose the national and
16 international exposure and prominence it bargained for under the 1996 Lease Agreement if the
17 team name is allowed to be changed to the Los Angeles Angels of Anaheim.

18 37. The City has no adequate remedy at law for the injuries currently being suffered
19 and that it will continue to suffer because monetary damages would be inadequate if defendant’s
20 conduct is not restrained. The national and international publicity given to the City by the
21 identification of the Anaheim name with the Angels major league baseball team is a unique
22 resource that is not replaceable. Indeed, Section 35 of the 1996 Lease Agreement states, “Each
23 party acknowledges that the obligations of the other party are, with the exception of monetary or
24 financial obligations or undertakings, unique, and if any party were to fail to observe or perform
25 any of the provision [sic] of this Lease, the award of damages arising from any such breach would
26 not be an adequate remedy. Therefore, each party acknowledges and agrees that the other party
27 shall be entitled to specific performance, any other injunctive relief, or any other court order to
28 enforce the performance by such defaulting party of the covenants and obligations it has

1 undertaken under this Lease and that no cure period provided for in this Lease shall be a condition
2 to the right to obtain such specific performance, other injunctive relief or any other court order
3 enforcing performance of this Lease.”

4 38. The City is also entitled to its attorney’s fees, costs and expenses pursuant to
5 Section 36(a) of the 1996 Lease Agreement.

6 **FOURTH CAUSE OF ACTION**

7 **(Request for Declaratory Relief – Against Defendant Angels Baseball, L.P. and Does 1-50)**

8 39. Plaintiff hereby incorporates by this reference paragraphs 1 through 38 above,
9 inclusive, as though fully set forth herein.

10 40. An actual controversy now exists between plaintiff and defendants concerning their
11 respective rights, duties, and obligations under the 1996 Lease Agreement, in that defendant
12 asserts that the baseball team may be named the Los Angeles Angels of Anaheim. Plaintiff
13 disputes defendant’s assertion and otherwise contends that the baseball team may not be named
14 the Los Angeles Angels of Anaheim.

15 41. Plaintiff desires a judicial determination and declaration of the parties’ respective
16 rights, duties and obligations under the 1996 Lease Agreement, that, in accordance with the
17 mutual intent of the parties at the time of contracting as evidenced by their course of dealing and
18 usage for the eight years following the signing of the Lease, and in accordance with the ordinary
19 custom and practice relating to the use of Major League Baseball team names that existed at the
20 time of contracting, Section 11(f) of the 1996 Lease Agreement requires:

21 (i) that "Anaheim" shall be the only city or other geographic designation included in the
22 team name;

23 (ii) that defendants include "Anaheim" in the use of the team name to provide
24 substantially the same exposure and prominence as the "California Angels" name had been
25 afforded prior to the date the 1996 Lease Agreement was entered into, and as afforded by Disney
26 to the name "Anaheim Angels," in defendants' promotional and operational activities, including
27 but not limited to defendants' advertising, publicity, tickets, parking passes, media guides,
28 calendars, contracts, uniforms, merchandising, souvenirs, website, or other mediums where the

1 team name is identified or used.

2 (iii) that the name "Los Angeles Angels of Anaheim" or any other name that deviates from
3 (i)-(iii) above is a breach of Section 11(f) of the 1996 Lease Agreement.

4 42. The City is also entitled to its attorney's fees, costs and expenses pursuant to
5 Section 36(a) of the 1996 Lease Agreement.

6 WHEREFORE, Plaintiff prays for judgment as follows as to the above causes of action,
7 inclusive:

8 1. For an order requiring defendants to show cause, if any they have, why they should
9 not be enjoined as set forth in this complaint, during the pendency of this action;

10 2. For a temporary restraining order and a preliminary injunction all enjoining
11 defendants, each of them, and their affiliated entities, officers, employees, agents, and/or
12 contractors, and all persons acting under, in concert with, or for them:

13 (i) From any actions or conduct to implement a change in the name of the baseball
14 team that has been officially named the Anaheim Angels from 1997 to 2004 to the Los Angeles
15 Angels of Anaheim, including but not limited to any actions or conduct to use the name Los
16 Angeles Angels or Los Angeles Angels of Anaheim as the current team name in its advertising,
17 publicity, tickets, parking passes, media guides, calendars, contracts, uniforms, merchandising,
18 souvenirs, website, or other mediums where the current team name is identified or used.

19 3. For a permanent injunction enjoining defendants, each of them, and their affiliated
20 entities, officers, employees, agents, and/or contractors, and all persons acting under, in concert
21 with, or for them:

22 (i) From excluding "Anaheim" in the use of the team name in a manner that
23 substantially diminishes the association of Anaheim and Angels from the use that had been made
24 by Disney in defendants' promotional and operational activities, including but not limited to
25 defendants' advertising, publicity, tickets, parking passes, media guides, calendars, contracts,
26 uniforms, merchandising, souvenirs, website, or other mediums where the team name is identified
27 or used.

28 4. That the Court order defendant to specifically perform its obligations under the

1 1996 Lease Agreement:

2 (i) that "Anaheim" shall be the only city or other geographic designation included in the
3 team name;

4 (ii) that defendants include "Anaheim" in the use of the team name to provide
5 substantially the same exposure and prominence as the "California Angels" name had been
6 afforded prior to the date the 1996 Lease Agreement was entered into, and as afforded by Disney
7 to the name "Anaheim Angels," in defendants' promotional and operational activities, including
8 but not limited to defendants' advertising, publicity, tickets, parking passes, media guides,
9 calendars, contracts, uniforms, merchandising, souvenirs, website, or other mediums where the
10 team name is identified or used.

11 5. Plaintiff desires a judicial determination and declaration of the parties' respective
12 rights, duties and obligations under the 1996 Lease Agreement, that, in accordance with the
13 mutual intent of the parties at the time of contracting as evidenced by their course of dealing and
14 usage for the eight years following the signing of the Lease, and in accordance with the ordinary
15 custom and practice relating to the use of Major League Baseball team names that existed at the
16 time of contracting, Section 11(f) of the 1996 Lease Agreement requires:

17 (i) that "Anaheim" shall be the only city or other geographic designation included in the
18 team name;

19 (ii) that defendants include "Anaheim" in the use of the team name to provide
20 substantially the same exposure and prominence as the "California Angels" name had been
21 afforded prior to the date the 1996 Lease Agreement was entered into, and as afforded by Disney
22 to the name "Anaheim Angels," in defendants' promotional and operational activities, including
23 but not limited to defendants' advertising, publicity, tickets, parking passes, media guides,
24 calendars, contracts, uniforms, merchandising, souvenirs, website, or other mediums where the
25 team name is identified or used.

26 (iii) that the name "Los Angeles Angels of Anaheim" or any other name that deviates from
27 (i)-(iii) above is a breach of Section 11(f) of the 1996 Lease Agreement.

28 6. For compensatory damages currently unknown but in an amount in excess of the

1 jurisdiction minimum of this Court and according to proof at trial;

2 7. For interest on the sum of compensatory damages awarded as permitted or required
3 by law;

4 8. For attorney's fees and costs of suit herein; and

5 9. For such other further relief as the Court may deem just and equitable.

6

7 Dated: January 5, 2005

RUTAN & TUCKER, LLP
MICHAEL RUBIN
TODD LITFIN
ANDREW AINSWORTH

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By: _____

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MICHAEL RUBIN
Attorneys for Plaintiff
CITY OF ANAHEIM

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