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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,
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v.
14 ANGELS BASEBALL, L.P., a California
15 limited partnership; and DOES 1 through 100,
inclusive,
16
Defendants.

Case No. 05CC01902

ASSIGNED FOR ALL PURPOSES TO
JUDGE PETER J. POLOS
DEPT. C26

DECLARATIONS OF:
1) DR. JAMES DOTI
2) JAMES D. RUTH
3) ANTONIO G. TAVARES
IN SUPPORT OF PLAINTIFF'S REQUEST
FOR A PRELIMINARY INJUNCTION

Hearing on Preliminary Injunction
DATE: January 21, 2005
TIME: 9:00 a.m.
DEPT: C26

Date Action Filed: January 5, 2005
Trial Date: None Set

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DECLARATION OF Dr. JAMES DOTI

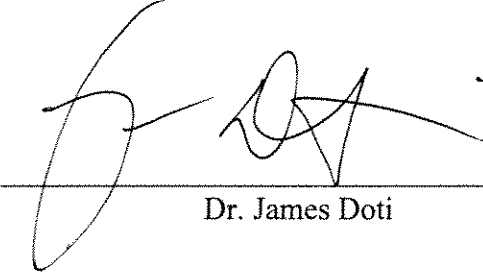
I, Dr. James Doti, declare as follows:

1. I am the President of Chapman University as well as a Professor of Economics at the University. I signed a declaration on January 5, 2005 in connection with this case (City of Anaheim v Angels Baseball, L.P., et al.). I have personal knowledge of the facts set forth in this declaration and if called to testify, would competently testify to these facts.

2. In my January 5, 2005 declaration I stated that in 1996 I participated as a facilitator or mediator in negotiations for the May 15, 1996 Lease Agreement between the Disney Company. I was not there to resolve disputes. In fact, the parties were not in dispute, they were either going to reach an agreement or go their own ways. There was no dispute over existing rights or obligations to resolve. The negotiations were simply to try to make an agreement that might be beneficial to both parties.

3. At the final meeting at Chapman University when the parties shook hands on the deal that had been worked out, we discussed how to deal with the public about the process and the discussions. Representatives of Disney (including Tony Tavares and Sandy Litvak) and representatives of the City (including Jim Ruth and Tom Daly) agreed that each of us could speak publicly about the discussions that occurred and the process that led to the agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Orange County, California on January 7, 2005



Dr. James Doti

1 discussed with the principal negotiators for the team, the representatives of Disney
2 Baseball Enterprises, Inc. (an affiliate of the Walt Disney Company). Disney
3 Baseball Enterprises Inc. ("Disney"), which later changed its name to Anaheim
4 Angels Baseball Club, Inc., signed the lease on behalf of The California Angels,
5 L.P. and was the managing partner of that entity. The principal negotiators for
6 Disney were Tony Tavares, President of Disney Baseball Enterprises, Inc. and
7 Sandy Litvak, Disney's legal counsel. The principal negotiators for the City of
8 Anaheim were myself and the Mayor, Tom Daly. We discussed with these
9 Disney representatives the fact that as a world wide tourism, convention, sports and
10 entertainment center, it was extremely important for the City of Anaheim to
11 achieve agreement to have Anaheim identified with the team and to have the world
12 wide exposure that this identity would provide to the City. Disney was supportive
13 of this objective of the City of Anaheim and even before the Lease Agreement was
14 signed, announced publicly that the team name would be changed from the
15 California Angels to the Anaheim Angels.

16 4. We discussed that the new name of the team would be used and given the type
17 of exposure that the former California Angels name had been given. Tony Tavares,
18 on a number of occasions, during the give and take of the negotiations, stated that
19 the City would be receiving a very significant benefit through the exposure and
20 identification with the team that would come with the name change."

21 5. The public announcement made by Disney before the 1996 Lease Agreement was
22 signed, that the team name would be changed from the California Angels to the Anaheim Angels,
23 was a public announcement as opposed to a statement made during a mediation. The other
24 discussions and statements referred to in paragraphs 3 and 4 of my declaration quoted above,
25 relating to the understood purposes for and the support of the object of the name change, all
26 occurred outside the presence of Dr. Doti during negotiating sessions that took place before Dr.
27 Doti became involved in the proceedings. Therefore, there was nothing that could be construed to
28 be a mediation when the discussions and statements occurred.

1 6. In the remainder of paragraph 4 of my January 5, 2005 declaration, I stated:
2 "At some point in the negotiations, the City asked that the provision in the lease
3 agreement simply read that the team name will be changed to Anaheim Angels
4 beginning with the 1997 season. Tony Tavares indicated that the name would be
5 changed to Anaheim Angels, however, a future owner may want to change the
6 nickname to something other than the Angels and the current wording to include
7 Anaheim in the team name would give flexibility to make such a change in the
8 nickname."

9 7. I don't recall whether the statement by Mr. Tavares referred to in the remainder of
10 paragraph 4 of my declaration and noted above was made before or after Dr. Doti's involvement
11 in the negotiations but it was not a statement made in the portion of the negotiations in which Dr.
12 Doti participated.

13 8. While the name change understandings had already been reached before Dr. Doti
14 became involved, the name change understandings were also later discussed and summarized
15 while Dr. Doti was present. I have read paragraph 5 of the January 5, 2005 Declaration of Dr.
16 James Doti, referring to a March 29, 1996 final meeting, which states as follows:

17 "5. During this meeting, the benefits that each of the parties would receive and
18 enjoy under the proposed agreement were summarized and stressed, with the object
19 of bringing the parties to final agreement. One of the key benefits to the City of
20 Anaheim that was stressed was the fact that the name of the team would be changed
21 from the California Angels to the Anaheim Angels and that the City would have the
22 benefit of the nationwide exposure and publicity this would bring to Anaheim,
23 something that was particularly important given its position as a destination center
24 for tourism, conventions, sports and entertainment. The City representatives made
25 it clear that this identity of the City name with the team was an extremely important
26 aspect of the deal."

27 9. While the statements referred to in paragraph 5 of Dr. Doti's January 5, 2005
28 Declaration were made while he was present, after the parties shook hands on the deal, we

1 discussed how to deal with the public about the process and the discussions. We all agreed that
2 each of us could speak publicly about the discussions that occurred and the process that led to the
3 agreement.

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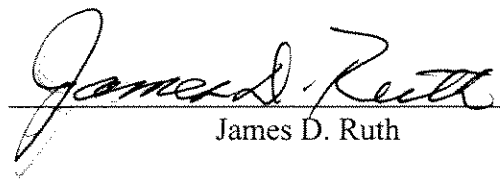
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Orange County, California on January 12, 2005.


James D. Ruth

1 "3. The importance to the City of Anaheim of this change in the team name was
2 discussed with the principal negotiators for the team, the representatives of Disney
3 Baseball Enterprises, Inc. (an affiliate of the Walt Disney Company). Disney
4 Baseball Enterprises Inc. ("Disney"), which later changed its name to Anaheim
5 Angels Baseball Club, Inc., signed the lease on behalf of The California Angels,
6 L.P. and was the managing partner of that entity. The principal negotiators for
7 Disney were Tony Tavares, President of Disney Baseball Enterprises, Inc. and
8 Sandy Litvak, Disney's legal counsel. The principal negotiators for the City of
9 Anaheim were myself and the Mayor, Tom Daly. We discussed with these
10 Disney representatives the fact that as a world wide tourism, convention, sports and
11 entertainment center, it was extremely important for the City of Anaheim to
12 achieve agreement to have Anaheim identified with the team and to have the world
13 wide exposure that this identity would provide to the City. Disney was supportive
14 of this objective of the City of Anaheim and even before the Lease Agreement was
15 signed, announced publicly that the team name would be changed from the
16 California Angels to the Anaheim Angels.

17
18 4. We discussed that the new name of the team would be used and given the type
19 of exposure that the former California Angels name had been given. Tony Tavares,
20 on a number of occasions, during the give and take of the negotiations, stated that
21 the City would be receiving a very significant benefit through the exposure and
22 identification with the team that would come with the name change."

23 6. The public announcement made before the 1996 Lease Agreement was signed,
24 referred to by Mr. Ruth, that the team name would be changed from the California Angels to the
25 Anaheim Angels, was a public announcement as opposed to a statement made during a mediation.
26 The other discussions and statements referred to by Mr. Ruth and quoted above in these two
27 paragraphs of his declaration, including those describing the parties' agreement on how the
28 Anaheim name would be used in connection with the Angels name and those describing the

1 understood purposes and benefits of the name change, all occurred outside the presence of Dr.
2 Doti (or any other neutral person) during negotiating sessions that took place before Dr. Doti
3 became involved in the proceedings. Hence, there was nothing that could be called a mediation
4 when the discussions and statements occurred and the understandings on the use of the Anaheim
5 Angels name were reached. While the name change understandings had already been reached
6 before Dr. Doti became involved, the name change understandings were also later discussed and
7 summarized while Dr. Doti was present.

8 7. I have also read the remainder of paragraph 4 of Mr. Ruth's declaration wherein he
9 stated:

10 "At some point in the negotiations, the City asked that the provision in the lease
11 agreement simply read that the team name will be changed to Anaheim Angels
12 beginning with the 1997 season. Tony Tavares indicated that the name would be
13 changed to Anaheim Angels, however, a future owner may want to change the
14 nickname to something other than the Angels and the current wording to include
15 Anaheim in the team name would give flexibility to make such a change in the
16 nickname."

17 8. I don't recall whether the statements in the remainder of paragraph 4 noted above
18 were made in the presence of Dr. Doti, since I don't specifically recall making the statement
19 though I don't deny making the statement.

20 9. I have read paragraphs 4 and 5 of Tom Daly's January 4, 2005 declaration, wherein
21 he stated:

22 "4. As the Mayor of Anaheim for years while the team was named the California
23 Angels, I felt in 1996 that it was essential to change the name to the Anaheim
24 Angels, and I made this point to Tony Tavares early on in the negotiations, and I
25 repeated this frequently to Tony Tavares, Sandy Litvak and other Disney
26 representatives throughout the period of the negotiations. Among the reasons I
27 gave to them was that Anaheim had grown dramatically since 1966 when the team
28 moved to the City under the California Angels name, and that Anaheim had earned

1 and was entitled to the economic return that would be generated by the
2 identification of Anaheim with the team. As additional reasons, I emphasized that
3 Anaheim had become a prominent, nationally recognized tourism, convention,
4 sports and entertainment center and the publicizing of the Anaheim Angels would
5 underscore the City's reputation and prominence in these areas. Moreover, I made
6 it clear that the name was important as a matter of community pride.

7
8 5. During the lease negotiations, the Disney representatives committed to calling
9 the team Anaheim Angels and indicated that they understood the importance of
10 identifying Anaheim with the team and during the negotiations cited this as an
11 important benefit the City would receive in return for various concessions on the
12 City's part."

13 10. I was personally involved and present for the discussions and statements referred to
14 by Mr. Daly in these two paragraphs of his declaration, including those describing Disney's
15 commitment as to how the Anaheim name would be used in connection with the Angels name and
16 those describing the understood purposes and benefits of the name change. These discussions and
17 statements occurred outside the presence of Dr. Doti (or any other neutral person) during
18 negotiating sessions that took place before Dr. Doti became involved in the proceedings. Hence,
19 there was nothing that could be called a mediation when the discussions and statements occurred
20 and the understandings on the use of the Anaheim Angels name were reached. While the name
21 change understandings between Disney and Anaheim had already been reached before Dr. Doti
22 became involved, the name change understandings were also later discussed and summarized
23 while Dr. Doti was present.

24 11. I have read paragraph 5 of the January 5, 2005 Declaration of Dr. James Doti,
25 referring to a March 29, 1996 final meeting, which states as follows:

26 "5. During this meeting, the benefits that each of the parties would receive and
27 enjoy under the proposed agreement were summarized and stressed, with the object
28 of bringing the parties to final agreement. One of the key benefits to the City of


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Anaheim that was stressed was the fact that the name of the team would be changed from the California Angels to the Anaheim Angels and that the City would have the benefit of the nationwide exposure and publicity this would bring to Anaheim, something that was particularly important given its position as a destination center for tourism, conventions, sports and entertainment. The City representatives made it clear that this identity of the City name with the team was an extremely important aspect of the deal.”

12. While the statements referred to in paragraph 5 of Dr. Doti’s January 5, 2005 Declaration were made in his presence, after the parties shook hands on the deal all the participants in the meeting with Dr. Doti discussed how to deal with the public about the process and the discussions. We all agreed that each of us could speak publicly about the discussions that occurred and the process that led to the agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January ¹⁴14, 2005.



Antonio G. Tavares

1 PROOF OF SERVICE BY MAIL

2 STATE OF CALIFORNIA, COUNTY OF ORANGE

3
4 I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State of
5 California. I am over the age of 18 and not a party to the within action. My business address is
6 611 Anton Boulevard, Fourteenth Floor, Costa Mesa, California 92626-1931.

7 On January 14, 2005, I served on the interested parties in said action the within:

8 **DECLARATIONS OF: 1) DR. JAMES DOTI; 2) JAMES D. RUTH; 3) ANTONIO G.
9 TAVARES IN SUPPORT OF PLAINTIFF'S REQUEST FOR A PRELIMINARY
10 INJUNCTION**

11 by placing a true copy thereof in sealed envelope(s) addressed as stated below:

12 Todd C. Theodora
13 Stephan, Oringer, Richman & Theodora, P.C.
14 535 Anton Blvd., 9th Floor
15 Costa Mesa, CA 92626

16 In the course of my employment with Rutan & Tucker, LLP, I have, through first-hand
17 personal observation, become readily familiar with Rutan & Tucker, LLP's practice of collection
18 and processing correspondence for mailing with the United States Postal Service. Under that
19 practice I deposited such envelope(s) in an out-box for collection by other personnel of Rutan &
20 Tucker, LLP, and for ultimate posting and placement with the U.S. Postal Service on that same day
21 in the ordinary course of business. If the customary business practices of Rutan & Tucker, LLP
22 with regard to collection and processing of correspondence and mailing were followed, and I am
23 confident that they were, such envelope(s) were posted and placed in the United States mail at
24 Costa Mesa, California, that same date. I am aware that on motion of party served, service is
25 presumed invalid if postal cancellation date or postage meter date is more than one day after date
26 of deposit for mailing in affidavit.

27 Executed on January 14, 2005, at Costa Mesa, California.

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

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Signature: Sandra Braymer