

DECLARATION OF FRANK H. MCCOURT, JR.

I, Frank H. McCourt, Jr., declare as follows under the penalty of perjury:

1. I am the respondent in the above-titled proceedings, the Owner and Chairman of the Los Angeles Dodgers LLC ("Dodgers"), the President and Sole Director of The McCourt Company, Inc., and the sole owner and an officer of numerous Dodger-affiliated entities. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

2. Jamie McCourt and I have been married for nearly 30 years. Jamie and I met as undergraduates at Georgetown University. After graduation, I became involved with various business ventures and, in 1977, eventually founded The McCourt Company, Inc., which specializes in the development of major commercial real estate projects. Jamie attended the University of Maryland School of Law, graduating in 1978. We married the following year.

3. After graduating from law school, Jamie first practiced law in New York, specializing in international and securities law, while I was working at developing real estate ventures. She then moved to Boston, where she specialized in the practice of real estate and family law for many years. Jamie subsequently obtained an M.B.A. from the Sloan School of Business at the Massachusetts Institute of Technology, and, in 1994, she joined The McCourt Company, Inc. as Vice President and General Counsel—positions she held for the next ten years. As Vice President and General Counsel, Jamie was familiar with the finances, assets, and operations of The McCourt Company, Inc.

4. In mid- to late-2003, I began the process of acquiring the Dodgers, and Jamie and I were making plans to move our family to California. In Massachusetts, Jamie and I had a long-standing practice of dividing our assets so that our residential properties and various other assets were held as her separate property and my business ventures, including The McCourt Company, Inc. and its related entities, were held as my separate property. In late 2003, Jamie became adamant that her assets needed to be protected under the laws and practices in California (which differed from those in Massachusetts) if we ultimately moved to California. She said that she did

1 not want to have any risk of liability if any of my present or future business ventures, including  
2 the Dodgers, led to creditor claims against me.

3 5. In early 2004, Jamie proposed that we execute a written marital property  
4 agreement that would expressly provide that the residential real property and all of the other  
5 assets held in her name would remain as her separate property (thereby protecting these assets  
6 from claims of my business creditors), and all of the assets held in my name would remain my  
7 separate property. We had several discussions with our attorneys regarding this issue. Since we  
8 were in agreement and there was no dispute as to what we wanted, we asked our attorneys to  
9 prepare a marital property agreement which would provide that she would have separate property  
10 rights to the property she held in her name as of 2004, and I would have separate property rights  
11 with respect to assets held in my name, including The McCourt Company, Inc. and the Dodgers.  
12 That agreement was signed on March 31, 2004. I entered into this agreement to honor the request  
13 of my wife and ensure that she would have tens of millions of dollars in assets that would be  
14 protected from the claims of my creditors and so that she would be secure for life regardless of  
15 what happened to me or my business ventures.

16 6. I have always honored the marital property agreement, and considered it as  
17 binding for all purposes. Until the summer of 2009, Jamie never told me that she didn't consider  
18 it to be binding and never did anything which led me to believe that she didn't consider it as such.  
19 Since we signed the marital property agreement, Jamie and I have prepared separate financial  
20 statements, which show our respective assets as our separate property. The residential properties  
21 listed in the marital property agreement as her property have been recorded in her name as her  
22 separate property and I alone have been registered with Major League Baseball as the sole owner  
23 and control person of the Dodgers. In addition, I have been identified on Major League  
24 Baseball's website and all Dodgers' media guides as the owner of the team, and I alone have 100  
25 percent owned, either directly or indirectly, and have had control over. The McCourt Company,  
26 Inc., the Dodgers, and their affiliates.

27 7. In May and October 2004, Jamie and I also executed two supplemental marital  
28 property agreements, which were completed to confirm that new residential properties we

1 purchased in California were her separate property. Each of the supplemental agreements ratified  
2 the original marital property agreement dated March 31, 2004. In 2007 and 2008, I also executed  
3 two quitclaim deeds with respect to our Malibu properties, formally designating them as Jamie's  
4 separate property. To the extent that Jamie has occasionally identified herself as (or been  
5 identified as) a "co-owner" of the Dodgers in the press, I have permitted such statements in the  
6 interests of family harmony.

7 8. In 2007, Jamie and I began discussing estate planning with our attorneys, Leah  
8 Bishop of Loeb and Loeb L.L.P. and Larry Silverstein of Bingham McCutchen L.L.P. Sometime  
9 in the summer of 2008, Jamie asked me if we could place all of our assets into community  
10 property ownership. As part of those discussions, Jamie and I met with Leah Bishop in Los  
11 Angeles on June 30, 2008. Ms. Bishop provided Jamie and me with an outline of that meeting.  
12 (Attached hereto as Exhibit A is a true and correct copy of Ms. Bishop's outline of the June 30,  
13 2008 meeting which I received from Ms. Bishop.) At no time during that meeting was it  
14 suggested by anyone that the March 31, 2004 marital property agreement was in any way invalid  
15 or non-binding. To the contrary, it would have been unnecessary to transform our separate  
16 property into community property if that were already the case.

17 9. Leah Bishop prepared a draft Community Property and Transmutation Agreement  
18 and sent it to Jamie and me in August 2008. A true and correct copy of Leah Bishop's August 6,  
19 2008 letter and the draft Community Property and Transmutation Agreement is attached hereto as  
20 Exhibit B. I never signed the proposed Community Property and Transmutation Agreement.

21 10. In May 2009, I notified Jamie that I had decided that I would not agree to change  
22 our assets from separate property to community property. This upset Jamie, and she tried to  
23 persuade me to sign the draft Community Property and Transmutation Agreement prepared by  
24 Ms. Bishop. I refused to do so. (Attached as Exhibits C and D to my declaration are true and  
25 correct copies of e-mail correspondence dated May 13, 2009 reflecting our correspondence on  
26 this matter.)

27 11. Shortly after I refused to sign a new marital property agreement, Jamie asserted for  
28 the first time that the March 2004 marital property agreement was invalid, that the Dodgers were

1 community property, and that she is a "co-owner" of the Dodgers. Jamie and her attorneys have  
2 repeated this claim on several occasions. Reports of these statements have been detrimental to  
3 the Dodgers, my other business ventures, and me personally. Public reports of Jamie's claim of  
4 ownership have thrown an unjustified cloud over the ownership of the Dodgers.

5 12. On July 8, 2009, Jamie departed on a trip to Israel and Southern France. Before  
6 leaving, she asked me for three things: (a) for Leah Bishop to be just her lawyer, and not mine;  
7 (b) for Jeff Fuller to be just her driver, and not mine; and (c) for me to move out of our primary  
8 residence in Malibu. I complied with these requests. We have been separated since the time of  
9 Jamie's departure for Israel, with me living at the residence in West Los Angeles until September  
10 29, 2009, and her living at the residence in Malibu.

11 13. Jamie was, until recently, a salaried officer of the Dodgers. Her employment  
12 agreement was oral, and her annual salary was set at \$2 million. As a result of various actions and  
13 inactions taken by Jamie when acting as Chief Executive Officer of the Dodgers, she was  
14 terminated as an officer and employee of the Dodgers and all Dodgers-affiliated entities on  
15 October 21, 2009.

16 I declare under the penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct. Executed this 27th day of October, 2009, at Los Angeles,  
18 California.

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21 Frank H. McCourt, Jr.  
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**DECLARATION OF PETITIONER JAMIE McCOURT**

I, JAMIE McCOURT, declare as follows:

1. I am the Petitioner in this action. I have personal knowledge of the facts stated herein and if called upon as a witness, I could and would testify competently under oath thereto.

2. This declaration is submitted in support of my Order to Show Cause for Spousal Support, Attorneys' Fees and Costs, Restraining Orders and other relief.

3. I have been required to seek the immediate assistance of the Court by reason of Respondent Frank McCourt's ("Frank") recent actions taken in the face of our failed marriage:

A. Frank recently publicly took the position that he is the sole owner of the Los Angeles Dodgers and its related assets and properties and that I have no co-ownership interest in the Dodgers. He has taken this position even though those valuable assets represent the bulk of our marital estate, purchased by us in 2004 with the majority of the assets we had together accumulated during our long 30 year marriage.

B. On October 21, 2009, Frank sent me a termination notice wherein he purported to terminate my employment with and positions of Chief Executive Officer (CEO) and Vice Chairman of the Dodgers. Frank did so without any prior notice to me, and while the Dodgers were still engaged in post-season play, even though we had previously agreed that we would not do anything with respect to our divorce or personal situation until the Dodgers' post-season was over.

4. Frank's actions on the eve of our divorce had the effect of changing the status quo immediately before the filing of this dissolution action. Frank has no right to purport to terminate me. We are co-owners of the Dodgers. Not only has Frank publically held us out as co-owners of the franchise, he has also admitted this fact in front of our estate planning counsel. I am requesting that the Court order Frank to immediately reinstate my employment with and all positions and titles I held with the Los Angeles Dodgers and its affiliated entities.

5. Since Frank purported to terminate me, he has also begun to deny to me all of the benefits and perquisites attendant to ownership of the Dodgers, perquisites and benefits we both have enjoyed since we purchased the Dodgers in early 2004.

6. In light of Frank's actions, I am now required to seek spousal support, pending the Court's determination of the characterization and value of our marital estate and the manner in which our estate should be divided between the two of us. Frank now has access to and control of the substantial wealth and cash flow generated by the Dodgers, the surrounding real estate at Chavez Ravine, and other of his companies. Unless my employment with the Dodgers is reinstated as requested, I will be unemployed. While I have access to several investment accounts, the monies in those accounts consist of funds we saved during our marriage. I do not believe it is appropriate that I should be required to invade our savings to pay my living expenses and the costs of this divorce action while Frank receives (or has access to) millions of dollars in distributions perquisites and benefits from the various Dodger related entities and other companies.

7. To make matters worse, Frank recently ceased depositing funds into our bank account out of which our bills and expenses have historically been paid. He gave me no advance notice that he intended to do so. Preceding the filing of this action, my lawyers made multiple demands on Frank that our bills be paid in a timely manner. While Frank has since paid some of our outstanding bills, many bills remain unpaid and overdue. Now that Frank has purported to fire me, absent issuance of the requested temporary support and financial orders requested, I am no longer in a position to pay the community's expenses, support myself, contribute to the support of our four adult sons (three of whom are still in school) and finance the expenses associated with our divorce action.

## BACKGROUND

8. Frank and I have been married nearly 30 years. We married on November 3, 1979. We separated on July 6, 2009. Frank is 56 years old and I am 55 years old.

9. Frank and I met when we were freshman at Georgetown University. I was 17 years old and Frank was 18 years old, when we first began dating. We have four adult children from our marriage: Drew McCourt, born September 11, 1981, age 28; Travis McCourt, born May 11, 1983, age 26; Casey McCourt, born September 30, 1986, age 23; and Gavin McCourt, born June 15, 1990, age 19.

1           10.     In 1975, I graduated from Georgetown University with a Bachelor of Science degree  
2 in French. Frank graduated in 1975 from Georgetown University with a Bachelor of Arts degree in  
3 economics. Thereafter, I attended the University of Maryland Law School and received a law  
4 degree in 1979. I practiced law in New York City for a small international law firm for two years.

5           11.     Frank and I married in November 1979 and shortly thereafter I moved to Boston,  
6 Massachusetts at Frank's request. Although Frank and I had agreed that we would only reside in  
7 Boston for a very short time, we ended up living there for the next 24 years.

8           12.     When Frank and I married we were young and had no significant assets. Everything  
9 we own today we built together during our long marriage. Indeed, I gave Frank the first \$1000 to  
10 start up his first company.

11          13.     I continued to practice law in Boston between 1979 and 1992. I juggled helping  
12 support our family with raising our four young children. I rented space from other attorneys and  
13 performed the legal work they did not want to do. I performed legal work for real estate closings for  
14 quite some time because I was able to make decent money while keeping banker's hours and  
15 spending time with our family. I became of-counsel to a firm and engaged in some family law work  
16 consisting of uncontested matters and mediations. At this time, it was important that I work in  
17 order to help support our family. There were times in the early years of our marriage when the  
18 sheriffs would come knocking on our door because we could not timely pay our mortgage.

19          14.     I realized that the practice of law was not my calling. In 1993 I therefore went back  
20 to school for a year and in 1994 I obtained a Master's degree in business from the MIT Sloan  
21 School of Management.

22          15.     After I graduated from the Sloan School of Management in 1994, I wanted to form  
23 an international consulting company. However, Frank asked me to assist him by working in the  
24 McCourt Company, our family owned commercial real estate development business. I became  
25 General Counsel to the McCourt Company in 1994 and occupied various senior executive positions  
26 with the company. I remained General Counsel to the McCourt Company for the next 10 years.

27          16.     The source of Frank's and my wealth derived from our development of a twenty-four  
28 acre real estate parcel in the Boston area known as the "Seaport Property." We developed the

1 Seaport Property into parking lots that eventually generated millions of dollars. I was instrumental  
2 in our development of the Seaport Property and in the success of the McCourt Company.

3 17. Frank and I did not become wealthy overnight. We contested and endured litigation  
4 that spanned approximately nine years, as well as numerous eminent domain actions before we were  
5 able to develop the Seaport Property. As General Counsel of the McCourt Company, I worked with  
6 outside counsel with respect to multimillion dollar eminent domain actions until they were finally  
7 resolved in our favor. As well, my parents loaned us substantial sums of money to enable us to  
8 purchase our home in Brookline, Massachusetts.

9 18. By 2003, Frank and I had amassed many millions of dollars from our commercial  
10 real estate development projects and from other business investments.

11 19. Since I was a young girl, I had dreamed of owning a major league baseball team.  
12 Through our joint efforts and hard work, by 2003, my dream became attainable. Frank shared my  
13 interest in owning a major league baseball team. In approximately 2000, we attempted to buy the  
14 Boston Red Sox, but that attempt failed.

15 20. In 2003, we were presented with the opportunity to purchase the Los Angeles  
16 Dodgers.

17 21. My dream became a reality when, in January 2004, Major League Baseball owners  
18 voted unanimously to approve the sale of the Dodgers to Frank and me. We purchased the Dodgers,  
19 Dodgers Stadium, and the Chavez Ravine property surrounding the Stadium (collectively the  
20 "Dodger Assets") from News Corp for \$430 Million. We transferred to News Corp. cash, together  
21 with most of our commercial real estate in Boston, including the Seaport Property, and we financed  
22 the remaining purchase price. We purchased the Dodger Assets with properties that represented the  
23 bulk of the marital estate that we had amassed during our then approximately 25-year marriage.

24 22. At our initial press conference upon learning that Major League Baseball had  
25 unanimously approved the transfer of the baseball franchise to us, Frank announced: "Family  
26 ownership has returned to the Dodgers." The Dodgers official website  
27 (losangeles.dodgers.mlb.com) announced our purchase of the franchise as follows: "January 29,  
28 2004; Frank and Jamie McCourt purchased a controlling interest of the Dodgers from Fox



1 Entertainment and Robert Daly." The Dodgers official Press Release, issued January 29, 2004,  
2 announced: "With historic Dodger Stadium as a backup, businessman Frank and Jamie McCourt  
3 were confirmed as the fourth owners of the Los Angeles Dodgers today when Major League  
4 Baseball owners voted unanimously to approve the sale of the Dodgers to them by News  
5 Corporation." True and correct copies of said website and press releases are attached hereto as  
6 Exhibits A, at p.3 and B.

7 23. After our acquisition of the Dodgers in 2004, it was always understood by both  
8 Frank and me that I was a co-owner of the team (notwithstanding the fact that Frank was the  
9 designated "control person" for Major League Baseball purposes). There was never any discussion  
10 that only Frank owned the Dodgers or that it was his separate property.  
11

12 **MY INTEGRAL ROLE**  
13 **IN THE DODGERS ORGANIZATION**

14 24. Upon our purchase of the Dodgers, I immediately assumed an integral role in  
15 managing the organization. On February 13, 2004, I became Vice Chairman of the Dodgers. I lived  
16 and breathed the Dodgers. Frank and I discussed every aspect of the organization and I made many  
17 of the executive decisions.

18 25. Frank and I thereafter decided that I should be appointed the President, and assume  
19 responsibility for the day to day management of the organization. Accordingly, on August 12, 2005  
20 I was appointed the President of the Los Angeles Dodgers.

21 26. Under my stewardship as President, I met regularly with key management personnel  
22 in the process of making decisions and, together with the assistance of other talented individuals in  
23 senior management, I rebuilt the front office. I appointed new senior executives, instilled a fresh,  
24 positive values-driven culture in the organization, led the Club's season-long celebration of the 50<sup>th</sup>  
25 Anniversary of the Dodgers move to Los Angeles, created the Dodgers WIN program (a Women's  
26 Initiatives Network), and led the effort to establish a unique Zip Code for Dodger Stadium and its  
27 environs that will be known as "Dodgertown, California 90090," among many other projects and  
28 initiatives for which I was responsible. I was intimately involved in the day to day operations of the

1 Dodgers. I spoke and traveled constantly throughout the southern California community on behalf  
2 of the Dodger organization. I was the face of the Dodgers.

3 27. During my tenure, we re-established the team's relationships with its "legend"  
4 players, we rebuilt the Dodger brand, we brought on manager Joe Torre, we broke season  
5 attendance records at Dodger Stadium for four seasons, the Dodgers made the playoffs in 2004,  
6 2006, 2008 and 2009, we re-established a more open relationship with the media, and we made  
7 multiple improvements to Dodger Stadium to enhance the fan experience. We rebuilt the core of  
8 our team with talented young players. I set up and presided over daily "lightning" round meetings  
9 with Dodgers executive staff, including the COO, the CMO, the CFO, the HR executive, the legal  
10 executive and the GM. I also established weekly core meetings to address and resolve ongoing  
11 management issues. I also held periodic retreats with our executives.

12 28. I further helped grow the Dodgers brand by actively participating in Los Angeles-  
13 based business community and civic efforts, including serving as a member of the Board of Trustees  
14 of the University of Southern California, of the Executive Committee of the UCLA Business  
15 School, and on the Executive Committee of the Los Angeles Chamber of Commerce. I also serve  
16 on the Boards of the Los Angeles County Museum of Art (LACMA), the Coalition for Economy  
17 and Jobs in Los Angeles, the Los Angeles Business Council, the Los Angeles Sports Council, LA  
18 INC, the Convention & Visitors Bureau, Dodgers Dream Foundation, the UCLA Board of Visitors  
19 and Development Committee, and the Honorary Advisory Council of Stand Up to Cancer.

20 29. I regularly attend all Major League Baseball Owners Meetings.

21 30. In addition to the work I did for the Dodgers, I was – and continue to be – active in  
22 Major League Baseball ("MLB"). I continue to a board member of MLB's Enterprises Committee.  
23 I continue to be involved in the Commissioner's FAN Initiative. I regularly participate in bi-weekly  
24 MLB Enterprises Board of Directors telephonic meetings. I am currently the Chairperson of the  
25 Jackie Robinson event to honor MLB Commissioner Bud Selig.

26 31. It was an exciting time for me. I love the game of baseball. I was and am proud to  
27 be affiliated with the Dodgers organization and the many things I have accomplished with the  
28 organization. During this time (and until Frank unceremoniously fired me on October 21, 2009), I

1 was the highest ranking woman in Major League Baseball, something in which I also take great  
2 pride.

3 32. While President of the Dodgers, I recruited and hired Dennis Mannion to the position  
4 of Chief Operating Officer ("COO"). He joined the organization in November 2007. In accepting  
5 the position, as quoted on the Dodgers' website, Mr. Mannion stated: "This is the perfect time to be  
6 joining the Los Angeles Dodgers ... Frank and Jamie McCourt are building an incredible  
7 organization." Attached hereto as Exhibit C is a true and correct copy of said Dodger website  
8 material.

9 33. Beginning in approximately late 2008, Frank began suggesting that I remove myself  
10 as the head of day-to-day operations for the Dodgers. At the time, Frank explained to me that this  
11 shift was motivated by his desire to have "the Dodgers go from being McCourt family managed to  
12 McCourt family owned."

13 34. As a result of Frank's insistence, in February 2009, I agreed to step down as  
14 President of the Dodgers and become the team's Chief Executive Officer ("CEO"). I also agreed to  
15 elevate Dennis Mannion, whom I had hired as the COO, to be the new President of the team.

16 35. At a retreat attended by Dodger executives including myself held at the Montage  
17 Hotel in Laguna Beach, on February 2009, it was agreed that I, as the CEO of the Dodgers, would  
18 remain responsible for brand, external relations, culture, and community and philanthropy efforts,  
19 and for strategic and management decisions. In turn, Mr. Mannion, as the new President and COO,  
20 would be responsible for the day-to-day business and baseball operations and all reporting would be  
21 to him. It was further agreed that only Mr. Mannion and Dr. Charles Steinberg would report to me.  
22 In the Dodgers Press Release issued March 17, 2009 announcing that I had been named CEO, Frank  
23 is quoted as saying: "Jamie has done an outstanding job of assembling a talented management team,  
24 fostering a positive culture and building a first-class business operation." I was lauded in this  
25 Dodgers Press Release as having "recruited a strong leadership team . . . to help her reshape the  
26 culture of the organization and solidly position the enterprise as it begins its next 50 years in Los  
27 Angeles." Attached hereto as Exhibit D is a true and correct copy of said Dodger Press Release.

28 36. Although I did not know it at the time, it is now clear in retrospect that by the spring

1 of 2009, Frank had decided he was going to try to oust me from the Dodgers and claim all of the  
2 Dodgers Assets belonged only to him. His mantra at the time that the Dodgers were a "family  
3 owned" business sounds quite hollow now in light of his recent actions.  
4

5 **FRANK BEGINS TO REWRITE HISTORY CONCERNING**  
6 **OUR OWNERSHIP OF THE**  
7 **DODGERS AND TO DRIVE ME OUT OF THE ORGANIZATION**

8 37. In the spring and summer of 2009, several significant events happened.

9 38. First, Frank reneged on his prior acknowledgments that we were equal co-owners of  
10 the Dodger Assets. I have come to learn that Frank's scheme to try to divest me of the bulk of our  
11 marital estate will rest on his attempt to enforce a document entitled "Marital Property Agreement"  
12 that we executed in 2004 in connection with our move from Boston to Los Angeles.

13 39. According to Frank, that agreement purports to transfer ownership of all Dodgers  
14 Assets as well as all McCourt Company assets to Frank as his separate property. It was never my  
15 understanding that the purported effect of the document Frank asked me to sign in 2004 was to  
16 transfer the bulk of our assets to Frank. I was not represented by independent counsel in connection  
17 with that agreement. I was not told that by signing that agreement I was supposedly divesting  
18 myself of the vast bulk of the wealth we had accumulated during our then 25 year marriage. I was  
19 simply told that I needed to sign the document because we were moving to a "community property"  
20 state and that we therefore needed to make sure that our homes remained separate property beyond  
21 the reach of our myriad business creditors. Our real estate development business was highly  
22 leveraged. We had always been concerned that if our real estate development operations failed, and  
23 the creditors descended upon the business assets, something would be left as a nest egg for us and  
24 our four children. We therefore had previously agreed that title to real property that we purchased  
25 would be put in my name and would not be used as security for our business ventures. Even though  
26 title to real estate was in my name, Frank and I always considered the real estate to be our property,  
27 just like the Dodgers. It was always my understanding that the document we signed in 2004, in  
28 anticipation of moving to California, would simply preserve those arrangements under California's

1 marital property laws. I trusted Frank and believed he would always honor our understanding and  
2 our manner of operating with our assets, and that he would never take unfair advantage of me. I  
3 signed the document because I trusted my husband of twenty-five years.

4 40. However, Frank has now taken the self-serving position that the 2004 agreement  
5 transferred ownership of all of the Dodgers Assets and the McCourt Company assets to him as his  
6 "separate property" and that in the event of a divorce I will have no ownership interest in any of  
7 those Assets. However, before our marriage began to fail, in 2008 Frank admitted, in my presence  
8 and in the presence of the California estate planning attorney we jointly retained to update and  
9 prepare new estate planning documents, that it was not his - or our - intention in 2004 when we  
10 signed that document that the Dodgers Assets or the McCourt Company assets be his separate  
11 property. He - and I - both expressed great surprise when advised by our California estate planning  
12 attorney that the agreement we had signed purported to so provide. Since the agreement admittedly  
13 did not reflect our true intentions, in 2008 we both instructed our estate planning attorney to prepare  
14 new agreements providing, among other thing, that all of our assets are community property. Those  
15 new agreements were prepared and presented to us for signature in August 2008. Frank said he  
16 would sign them; but thereafter he repeatedly found reasons to delay doing so. Finally, later in  
17 2009, Frank announced he had decided he would not sign the new agreements, even though he had  
18 readily acknowledged that it was never his intention that the Dodgers Assets be his separate  
19 property.

20 41. By asserting that he solely owns the Dodgers, despite our mutual understanding and  
21 despite his accurate and repeated depiction to the public of us as co-owners of the Dodgers, Frank is  
22 seeking to take unfair advantage of me and blatantly abuse the trust and confidence I had always  
23 placed in him.

24 42. The second event of consequence at this time was that Frank began a systematic  
25 campaign designed to intimidate me and to drive me out of the Dodgers franchise, which  
26 culminated in his purporting to fire me on October 21, 2009. He did this knowing that I was  
27 planning to file for divorce upon the end of the Dodgers 2009 post-season. We had previously  
28 agreed that I would not file for divorce until after the Dodgers' 2009 post-season was over because I

1 did not want our marital problems to be a distraction to what was hoped would be a victorious post-  
2 season for the Dodgers. It was also agreed that we would make no statements to the press other  
3 than agreed-upon joint releases during the post-season. Unfortunately, I believe that someone on  
4 Frank's side leaked to the press that we were separated; Frank's attorneys then immediately  
5 announced to the press that Frank was the "sole owner" of the Dodgers, in violation of the  
6 agreement to refrain from making unilateral statements..

7 43. The last four months of my tenure as CEO of the Dodgers were very difficult. Frank  
8 took numerous steps to interfere with my role as the external face and CEO of the team. He did so  
9 in myriad ways.

10 44. At the February 2009 retreat it was decided that Mr. Mannion in his new role as  
11 President would report directly to me as CEO and keep me fully advised of the day-to-day workings  
12 of the team. However, this reporting structure did not last long. For example, within a few months  
13 of being appointed President of the Dodgers, Mr. Mannion informed me that pursuant to Frank's  
14 directive, there would no longer be morning phone conferences with me and my team on both  
15 baseball and business operations. Likewise, I was subsequently informed that, at Frank's direction,  
16 the weekly "cabinet meetings" would no longer take place. I was systematically excluded from  
17 business or management decisions. I was not kept apprised of the daily operations of the team. I  
18 have been told that Frank and Mr. Mannion informed Dodgers employees that they were not to  
19 interact with me, or include me in any Dodgers business. People were told I was "no longer in the  
20 picture" and that he was going to make me invisible.

21 45. Frank began to retaliate against Dodgers employees who had shown loyalty to me.  
22 For example, Frank told Evelyn Ehlers, the Director of the CEO's office who has been in baseball  
23 for twenty-four years, that she would be fired if she continued to "befriend Jamie." Unfortunately, I  
24 am not the only Dodger employee who has lost their job in recent weeks.

25 46. In September 2009, Frank terminated the employment of Dr. Charles Steinberg, the  
26 then Dodgers' Executive Vice President, who I hired in November 2007 and who had reported to  
27 me. Dr. Steinberg had worked throughout 2007 as a consultant to me and the Dodgers to assist with  
28 the 50th Anniversary year-long celebration. It is my belief that Frank fired Dr. Steinberg because

1 Frank targeted Dr. Steinberg as one of my key supporters within the Dodgers.

2 47. Additionally, in an attempt to erase me entirely from the Dodgers' world, Frank  
3 himself or through Mr. Mannion has set out to remove me as the public face of the Dodgers. For  
4 example, Mr. Mannion has ordered that certain pictures and references to me be removed from  
5 Dodgers calendars, playbills and team notes that go to the media and are circulated throughout  
6 Dodger Stadium and the greater Los Angeles community. Mr. Mannion also has intercepted media  
7 opportunities that clearly were meant for me, including press inquiries relating to the DodgersWIN  
8 (Women's Initiatives Network), which was started by me. I believe that Mr. Mannion through  
9 Frank has informed employees in the Dodgers' public relations department that they are *not* to work  
10 with me or anyone in the CEO's office.

11 48. On September 18, 2009, I lodged a formal complaint with the Dodgers' General  
12 Counsel regarding this work place harassment. A month later, Frank retaliated by firing me.

13 49. Before he fired me, his actions toward me became increasingly petty and  
14 meanspirited. For example:

15 A. In the summer of 2009, he had asked that I move my business office from  
16 Dodger Stadium because he said he wanted our offices to be separate from the Stadium operations. I  
17 did so. I then submitted the costs of the new office and the rent for the new premises for  
18 reimbursement. To this day, the Dodgers through Frank have refused to reimburse me.

19 B. In September 2009, Frank informed me that I as the Dodger's CEO and Vice  
20 Chairman no longer had any authority to incur any expenses whatsoever in connection with Dodger  
21 business without his or the CFO's prior written approval. Ms. Ehlers was also so informed. When  
22 Ms. Ehlers sought clarification of this directive, asking if this meant she could not, for example,  
23 even buy file folders for my new office, she was told by the Dodger's CFO "yes," and that he was  
24 "simply the messenger."

25 C. In September 2009, Frank went so far as to demand that I apprise his assistant  
26 on a daily basis of all invitations I received, including invitations of a social nature. Ironically, at  
27 this time he chastised me for not keeping him informed of all Dodger activities that I was working  
28 on and planning - even though by this time my responsibilities and ability to accomplish anything

1 had been so limited and undermined that there was virtually nothing to report, as he knew full well.

2 D. I and my office had always been responsible for making sure the owner's box  
3 and owner's suite at Dodger Stadium were filled during post-season games. Shortly before the  
4 Dodger post-season games were to commence in October, all of the tickets that had been provided  
5 to my office to be distributed were voided. I was told that I had to make ticket requests to Frank's  
6 attorneys. The owner's box has 13 seats. I asked for six tickets. But Frank would only provide me  
7 with four tickets in our box for each home game and he had to approve who I invited to sit with me  
8 at the play-off games.

9 E. Promptly upon purporting to fire me, Frank caused the locks on my office at  
10 Dodger Stadium to be changed, before I was even given a chance to remove my personal belongings  
11 in the office.

12 50. Frank has also excluded me from all discussions regarding the financial condition of  
13 the team and the valuable Chavez Ravine and real estate assets. For example, Frank has failed and  
14 refused to provide me and my counsel with information and documentation which we repeatedly  
15 requested regarding the organization's efforts to obtain new financing for the Dodgers, information  
16 that necessarily impacts on the value of the organization and information which I understand he is  
17 obligated to provide to me. I am concerned about his financial mismanagement of the Dodgers.

### 18 19 OUR MARITAL LIFESTYLE

20 51. Our marital lifestyle since we bought the Dodger Assets in 2004 is inextricably  
21 intertwined with our ownership of the Dodgers. As a result, many of our expenses were paid  
22 directly by the Dodger entities. This is also because our activities and lifestyle revolved around the  
23 Dodgers.

24 52. Frank and I enjoyed the many perquisites and benefits that come with owning a  
25 Major League Baseball Team. It is those many perquisites and benefits that Frank is now trying to  
26 withhold by his revisionist claims that I am not a co-owner of the Dodgers and by his purported  
27 October 21, 2009 termination of my employment and positions with the Dodgers. Without  
28 continued provision of these perquisites and benefits to me, the of amount of temporary spousal



1 support requested cannot completely maintain the financial status quo and my lifestyle.  
2 Accordingly, in addition to the temporary spousal support award I am requesting, I also request that  
3 the court order Frank to reinstate, and not exclude me from, those perquisites and benefits of  
4 ownership. I make this request irrespective of whether the Court also reinstates my employment  
5 with the Dodgers. Without such an order, the status quo will not be maintained. Frank will  
6 continue to enjoy the multitude of perquisites and benefits that flow from ownership of the Dodgers  
7 during the pendency of this action – and I will be wholly excluded. If all perquisites and benefits of  
8 co-ownership of the Dodger Entities are not reinstated to me, then in addition to the monthly  
9 spousal support amount I have requested herein, I also ask the Court to order an additional sum of  
10 monthly support equal in amount to the monetized value of these perquisites and benefits. That  
11 amount has not as of yet been quantified, but will be calculated if necessary, and supplied to the  
12 Court prior to hearing.

13 53. Pending trial, I therefore request the Court preserve a portion of the status quo by  
14 ordering Respondent to maintain my Dodger credit card and to maintain and continue unimpeded  
15 the perquisites, emoluments, and benefits of co-ownership that I have enjoyed since the time we  
16 acquired the Dodgers together in 2004. Those perquisites, emoluments and benefits are as follows:

17 TRAVEL

18 Travel by private plane via Net Jets

19 Five Star hotel accommodations.

20 Travel Expenses - Unlimited

21 BUSINESS RELATED EXPENDITURES

22 Business Dinners - 5 nights per week

23 Business Lunches - 5 days per week

24 Payment of all fees for Boards on which Petitioner sits

25 Continued payment of private and country club fees and expenses that have been historically  
26 paid by the Dodgers

27 Continued use of Suburban vehicle or transfer of title to same

28 All maintenance related to vehicles

1 Payment of certain vehicle insurance  
2 Parking spots immediately adjacent to the office doors at Dodger Stadium  
3 24 hour security at Charing Cross property  
4 24 hour security at Malibu Residence  
5 Security while traveling in dangerous locations  
6 24 hour driver  
7 Office supplies  
8 Desktop Computers for stadium office and all homes  
9 Laptop computer  
10 Payment of Blackberry monthly fees  
11 Payment of monthly fees for additional Cell Phone  
12 IT computer support at all locations  
13 Office furnishings  
14 Expenses of Director of Petitioner's Office and assistant  
15 Payment of newspapers and periodical subscriptions  
16 Flowers in the office  
17 Making Dodger Legends available for events and speaking engagements without charge  
18 Making current Dodger players available for events and speaking engagements without  
19 charge  
20 Provision of autographed Dodger items as requested for use in business and charitable  
21 activities  
22 Provision of Dodgers merchandise as requested for use in business and charitable activities  
23 Use of Dodgers photographer and photos as requested for use at business and charitable  
24 activities  
25 Use of Dodgers videographer and video as requested for use in business and charitable  
26 activities  
27 Use of Dodgers editing facilities to create audio and videos for use in business and  
28 charitable activities

1 Gifts sent from ownership office

2 Hair and Makeup for Dodgers Events

3 Access to team doctors for McCourt family members

4 Ability to add content as needed to Dodgers Website

5 TICKETS

6 Access to and right to use the Owners Suite, Suite, 221, for Dodger home games.

7 Access to and right to use Owners Suite, Suite 221, for non-baseball related events at

8 stadium

9 Access to and right to use Owner's dugout seats for Dodger home games

10 Access to and right to dine at the Dodger Stadium Club, the Dodger Dugout Club, and all

11 other dining facilities at Dodger Stadium

12 Access to and right to tickets given to owners near Dodgers dugout at Dodger road games

13 Tickets to All-Star Games and to all All-Star related events and parties

14 Access to and right to Post-Season Tickets to all games even if Dodgers are not playing

15 Credentials: Complete access to all Dodger Stadium areas

16 Credentials: Available on the road as requested

17 Credentials: Pass to all National League Games

18  
19 54. I am requesting that Frank be ordered to pay me temporary spousal support and to  
20 pay our bills pending judicial determination of the extent and value of our community assets and the  
21 division of those assets. I request spousal support in an amount to insure that I can continue to live  
22 at the same marital standard of living that we enjoyed during our marriage.

23 55. My forensic accountants, Gursey Schneider & Co., have analyzed our expenses and  
24 their conclusions are set forth in the accompanying Declaration of David Swan. It is my  
25 understanding that the forensic accountants do not have complete income and expense records.  
26 Before I instituted this action, through my lawyers, I requested that Frank produce documents  
27 relevant to establishing our marital lifestyle and cash flow available for support. Despite having  
28 advised by Frank and by his lawyers that he would be completely "transparent" on financial

1 information, Frank, through his lawyers, has now taken the position that those financial documents  
2 must be requested through "formal" discovery, as opposed to through voluntary disclosure upon my  
3 request. Accordingly, as of this date, Frank has not produced any of those documents. My  
4 accountants therefore have been required to perform this analysis without the benefit of all income,  
5 expense, and perquisite records.

6 56. Set forth below is a description of our marital standard of living. The lifestyle Frank  
7 and I have enjoyed (and our four sons when living with us) has been by all standards an opulent one.

8 57. Income. Before Frank purported to terminate my employment with the Dodgers, my  
9 salary was \$2,000,000/year. As of the summer of 2009, I understand that Frank received in excess  
10 of \$5 million to \$6 million a year in salary and/or distributions. I do not know the current amount of  
11 his salary or distributions from the Dodger entities. The Dodger Assets are owned by a complicated  
12 series of inter-related limited liability companies and partnerships, all of which are now controlled  
13 by Frank.

14 58. Real Property. Frank and I currently own two homes located in Holmby Hills,  
15 California, two beachfront homes in Malibu, California, an estate property in Cape Cod,  
16 Massachusetts, a second home in Massachusetts, a condominium in Vail, Colorado, unimproved  
17 ranch property in Montana at the Yellowstone Club, and land being developed at El Dorado in Cabo  
18 San Lucas, Mexico.

19 59. The Former Primary Residence in California.

20 A. When we moved to California in 2004, we purchased a residence located at  
21 [REDACTED] in the Holmby Hills section of Los Angeles, California for  
22 approximately \$20,000,000. This property was our primary residence, commencing in September  
23 2004. Between 2004 and 2009, we spent approximately \$14 million improving this property.

24 B. This residence has 4 bedrooms and 10 bathrooms, in over 15,000 square feet.  
25 This residence has an outdoor pool as well as an Olympic-size indoor swimming pool with its own  
26 pool house, sauna, steam room, shower, dressing room and massage room. I swim in the indoor  
27 pool at this residence every day. We removed the tennis courts in order to build the indoor pool. It  
28 also has a fully-equipped workout room, a dance room studio upstairs (separate from the main

1 house), indoor and outdoor guest quarters and a restaurant quality kitchen.

2 C. We previously sold improved real property that was our primary residence in  
3 Brookline, Massachusetts located at 40 Cottage Street. I love to cook and have even been a sous-  
4 chef. I had built a restaurant-style kitchen at our home in Boston and have many good memories of  
5 family dinners and events at that residence. When that residence was sold, we retained the option to  
6 remove and take the kitchen if the property was going to be sold or torn down. We exercised this  
7 option and spent approximately \$180,000 having the Brookline kitchen delivered to Los Angeles. It  
8 is now installed at this Charing Cross residence.

9 60. Second Charing Cross Property. In 2004, we purchased a second residence located  
10 at [REDACTED], Los Angeles, California for \$6.5 million. In 2008 we spent  
11 substantial funds in architectural fees and basic improvements to this property. It adjoins our 10231  
12 Charing Cross Road property. We bought this property for the purpose of using it as guest quarters  
13 for our main residence. We have plans to convert this house into guest quarters, but to date we  
14 have not completed this project. Most recently, we used this residence for equipment staging for  
15 the indoor pool construction and for additional storage. The caretaker lived in this house.

16 61. Malibu Beach House. In 2007, we purchased a residence in Malibu located at [REDACTED]  
17 Pacific Coast Highway, Malibu, California (Carbon Canyon) for approximately \$27 million. This  
18 beach front residence is an architectural icon, designed by John Lautner, a famous architect. It has  
19 four bedrooms and 5 1/2 bathrooms. It has a small pool, which is not suitable for long-distancing  
20 swimming. Before we separated, we used this residence as a family weekend and summer beach  
21 home. At the present time, I reside at this property. There is a \$16.5 million loan secured by a deed  
22 of trust on this property.

23 62. Second Malibu Beach House. In 2008, we purchased the property next to our  
24 Malibu beach house, located at [REDACTED] Pacific Coast Highway, Malibu, California (Carbon Canyon),  
25 for approximately \$19 million. Our children and guests stay in this property when visiting. It has  
26 three bedrooms and three bathrooms. We are in a design phase at this time for the installation of a  
27 lap pool at this residence. There is an \$11.4 million loan secured by a deed of trust on this property.

28

63. Cape Cod Estate.

A. Before we moved to California, we often spent summers and holidays in Cape Cod. In 2000, we purchased an estate property in Cape Cod located at [REDACTED], Village of Cotuit, Massachusetts, for \$19.5 million. This estate is comprised of 100 acres and is on the ocean. The main house has 10 bedrooms and 6.5 bathrooms. The smaller house on the property has three bedrooms and 2.5 bathrooms and the caretaker lives in that house. The property also has a barn, shed and greenhouse. It has two lovely ponds on the grounds. It abuts conservation land that cannot be built upon and is stunning. After we moved to California, we continued to use the property as a vacation residence. Frank and I had previously discussed selling this property. Although not formally listed for sale, it is quietly on the market for \$50 million.

B. There is an approximate \$18 million equity line secured by this property and our Vail, Colorado condominium referred to below.

64. Cape Cod Massachusetts Golf Home. In 1998, we purchased this residence located at [REDACTED], Mashpee, Massachusetts, for approximately \$775,000. It has six bedrooms and 3.5 bathrooms in the main dwelling area. This is a basement with three more bedrooms and a bath. It is located in an exclusive country club community and the residence is situated on the first hole of the adjoining golf course. I believe that at this time a caretaker is living on this property.

65. Vail Condominium. In approximately 2004, we purchased a beautiful condominium located at [REDACTED], Vail, Colorado for \$6 million. It has three bedrooms and 2.5 bathrooms and is located in downtown Vail.

66. Cabo San Lucas Vacation Property. In late 2008, we acquired an unimproved parcel of land in a resort community in Cabo San Lucas, homesite number [REDACTED] at the El Dorado Club in Cabo San Lucas, Mexico, for approximately \$4.625 million. The El Dorado Club is on the ocean. There is an Olympic-size pool at the El Dorado, and it is situated adjacent to a golf course. We had planned to build a vacation home here and hired an architect to design the home. Although the residence we intended to build on this property has been fully-designed, we have not yet built the residence.

1       67.     Yellowstone Club Vacation Property. In approximately 2006, we bought an  
2 unimproved property in Montana at the exclusive Yellowstone Club for \$7.7 million. The  
3 Yellowstone Club is an invitation only residential club, ski resort and golf resort. Our plan was to  
4 build a house on this property. It has not yet been built.

5       68.     Household Staff. In order to maintain our many residences and our lifestyle, Frank  
6 and I currently employ eight individuals. We have two full-time housekeepers and one estate  
7 manager for the residence at [REDACTED], our city home in Los Angeles. We have  
8 an additional housekeeper who performs work at that residence, the second Malibu beach residence  
9 and at our two older sons' residences. We have one housekeeper for our Malibu Beach house where  
10 I am currently residing. We have one gardener who works at the four Charing Cross and Malibu  
11 houses. There is a part-time handyman. We have a caretaker for the Cape Cod Estate and an  
12 additional caretaker who I believe lives at the Willowbend, Massachusetts residence during the  
13 week. In the past we employed a personal chef. (We discontinued the chef about one and one-half  
14 years ago.)

15       69.     Travel. Frank and I travel frequently, both for personal and business reasons.  
16 Everything is always first class. Many of our travel costs are paid by the Dodger Entities. When we  
17 fly, we usually fly on private planes, typically a Gulfstream-IV, through Net Jets paid by the  
18 Dodgers. When there was solely personal usage, we were to reimburse the Dodgers. I am informed  
19 that in 2008 and 2009, we booked over 250 hours and over 300 hours, respectively, on Net Jets  
20 flights, at an average cost of \$12,500 per hour. When we fly commercial, we always fly first-class,  
21 when available. We always stay in suites where available at the nicest of accommodations, such as  
22 The Ritz Carlton and Four Seasons Hotels. It is not uncommon for us to spend \$1000 or more per  
23 night at hotels. We always have limousines and drivers meet us and drive us to our ultimate  
24 destinations. When we travel, we frequently dine at the finest restaurants, such as the Citronelle in  
25 Washington, D.C., Danielle in New York, and Via Matta in Boston, Massachusetts. It was not  
26 uncommon for the two of us to spend \$400 on dinner when dining out together. Examples of  
27 recent non-business trips we or I have taken are:

28               (1)     For the holidays in 2006, Frank and I went to Paris for a week with

1 our son Gavin and stayed in a one-bedroom suite at the Ritz Carlton Hotel. This suite cost upwards  
2 of \$1500 per night. Thercafter, we went to Cabo San Lucas in Mexico where our son Casey also  
3 joined us. We stayed at a three bedroom suite at Las Ventanas al Paraiso, a lovely beach side resort  
4 in Cabo San Lucas, which suite cost upwards of \$5000/night.

5 (2) In December 2007, Frank and I travelled to Vietnam with our  
6 youngest two sons for a two-week bicycle trip. We flew to Vietnam in a private jet. On the way  
7 home, we stopped in Hong Kong, where Frank stayed at the Four Seasons and the rest of the family  
8 continued back to California.

9 (3) From January 25 through January 27, 2008, Frank and I hosted a  
10 family birthday party at the Meadowood Resort in Napa, California, with approximately 20 people  
11 in attendance. We flew our family to Napa on a private jet.

12 (4) In 2008, I traveled to Madrid, Spain to attend a Georgetown event  
13 with our son Casey who was studying there. I stayed in a suite at the Ritz Carlton Hotel. Casey and  
14 I then flew to Paris on a private plane and stayed at the Ritz Carlton Hotel in Paris. We had the use  
15 of a full time driver while in Paris and the services of a full time tour guide for several days.

16 (5) In March 2008, we went to China with the Dodgers. We stayed in a  
17 suite at the Grand Hyatt Hotel in Beijing. On the way back from China, we stopped in Cabo San  
18 Lucas and stayed at The El Dorado Club.

19 (6) From February 25, 2009 to March 11, 2009, I travelled to South  
20 Africa.

21 (7) April 22 through April 24, 2009, Frank and I took our son Gavin to  
22 Stanford to look at the University.

23 (8) In July 2009, I travelled to Israel for the Maccabiah Games which  
24 were sponsored by the Dodgers. From Israel, I flew by private jet to France and I also spent time in  
25 Italy. I stayed at the Chateau St. Martin for several nights and at the Splendido del Mare hotel in  
26 Portofino, Italy.

27 (9) Our son Casey graduated from college at Stanford in June 2009. Our  
28 family went to Palo Alto June 11 through June 15, 2009 and stayed in a suite at the Rosewood



1 Resort in Palo Alto to celebrate his graduation.

2 (10) On July 1, 2009, Frank and I took a trip with our son Gavin to Cape  
3 Cod. I also spent time in Boston, where I stayed at the Ritz Carlton.

4 (11) I have on several occasions during the past several years spent time at  
5 the Montage Hotel in Laguna Beach, with either Frank or with my brothers.

6 (12) I frequently travel to New York, Boston, Washington, D.C., and  
7 Miami, Florida where my parents live, as well as to Napa, California.

8 (13) In the near future, I anticipate that I will travel to Napa, to Chicago, to  
9 New York and back to Napa in connection with speaking engagements and charity events.

10 70. Dining Out Prior to our separation, Frank and I typically dined out at expensive  
11 restaurants four to five times a week. I also typically dine out for lunch approximately six times a  
12 week. Some of our favorite restaurants in town are Cut, Spago, Toscana, Vincente, the Malibu  
13 Beach Inn, Nobu, Giorgio Baldi, Katsuya, Pecorino, as well as the Bel Air Hotel, and the Beverly  
14 Hills Hotel. Many of these dinners were business dinners, paid for by the Dodgers. We frequently  
15 treat our children, friends and relatives to dinners that would run approximately \$200 per person.  
16 We also often had Sunday family dinners often at restaurants in Brentwood and Santa Monica.

17 71. Charitable Giving and Political Donations. It was our regular practice to give  
18 substantial sums of money to charitable organizations and to make political donations. I would  
19 estimate that on average we gave in excess of \$30,000 a month, exclusive of the Dodgers Dream  
20 Foundation and ThinkCure, the official charity of the Dodgers.

21 72. Automobiles/Boats. We own two boats (a Whaler motorboat at Cape Cod and a  
22 Carlson ski boat), one jet ski, and a kayak. We currently own or lease a number of different cars.  
23 Frank and I frequently use drivers and limousine services.

24 73. Personal Care/Make-up I have a hair stylist who comes to my home. I have my hair  
25 colored once a month. I see a skin doctor routinely and obtain facials. I regularly obtain manicures  
26 and pedicures. I have a make-up artist who comes to my home to assist me in getting ready for  
27 special events, such as speaking engagements or charity events. The Dodgers also provide make up  
28 and hair services for me for Dodger events.

1           74.    Clothing and Jewelry. I enjoy wearing designer clothing. I employ a stylist who  
2 selects and buys the finest clothes and shoes from designers such as Valentino, Michael Kors,  
3 Prada, Gucci, Armani and Manolo Blahnik. From time to time I buy fine jewelry.

4           75.    Artwork, Carpets, Furniture and Sound Systems Our homes are furnished with  
5 expensive furniture, artwork and carpets that are like artwork. We have a number of valuable  
6 oriental carpets. Our art collection and carpets were recently insured for \$3,660,000. We have  
7 state-of-the-art hi-tech sound and video systems in our Charing Cross home.

8           76.    Country Clubs Frank and/or I belong to numerous country clubs, including:  
9 Hillcrest Country Club; The Riviera Country Club; The Jonathan Club; The California Club; The  
10 Longwood Cricket Club (in Boston); The El Dorado Golf and Beach Club (in Cabo San Lucas); and  
11 The Willowbend Country Club (in Cape Cod).

12          77.    Security. Once we became owners of the Dodgers, we began receiving disturbing  
13 letters and threats. Frank was insistent that we have security at our California home, irrespective of  
14 whether we were physically at the residence. It was therefore our practice to have 24 hour security  
15 at our Charing Cross home, as well as security escorts when we travelled. We also had a security  
16 person in place at night when we stayed at the Malibu Beach House. The security was paid for by  
17 the Dodgers. Until very recently, there were six to eight full-time employees who provided security  
18 to us through the Dodgers. At this time, there are three security providers.

19          78.    Support of our Adult Children. Three of our sons attend Stanford University. Our  
20 son Drew is at Stanford Business School and Casey is at graduate school at Stanford. Our youngest  
21 son, Gavin, just started at Stanford as a freshman. Our son Travis works at Goldman Sachs in New  
22 York. We pay Drew's tuition and we pay other living expenses incurred by the boys, including  
23 rents and housekeepers. It was our practice to travel together or separately often to see our sons, and  
24 we have traditionally included them in holiday celebrations and travel as well as taking them out to  
25 dinner frequently.

26          79.    Healthcare Frank and I have concierge health care for our entire family which costs  
27 \$80,000 per year. Until I was terminated by Frank, I also had Blue Cross health and medical  
28 insurance coverage provided by and paid for by the Dodgers.

1           80.   Savings. During our marriage, we were able to amass a large estate. I understand  
2 that at this time, my forensic accountants are unable to determine the level of our savings during our  
3 marriage because of the lack of complete income and expense and other records. I reserve the right  
4 to amend my request for temporary support to add a savings component to the support award upon  
5 receipt of such documents and analysis by my accountants.

6  
7                                   **PETITIONER'S ADDITIONAL REQUESTS TO**  
8                                   **MAINTAIN THE STATUS QUO**

9           81.   As stated above, I am requesting that the Court reinstate me as CEO and Vice  
10 Chairman of the Dodgers and, whether or not I am reinstated to my employment positions, to  
11 reinstate and prevent Frank from excluding me from the many perquisites and benefits we have both  
12 enjoyed as co-owners of the Dodgers.

13           82.   Prior to our separation, Frank and I placed our earnings and distributions into a joint  
14 account from which our expenses were paid by our joint business manager at Kaufman Bernstein.  
15 Commencing in approximately late July, 2009, Frank ceased funding this account. Accordingly,  
16 many of our ongoing expenses were not paid. I request that Frank be ordered to forthwith pay all  
17 such outstanding and overdue expenses accrued as of the date of the hearing on my Order to Show  
18 Cause application. The outstanding, unpaid expenses to be paid by Frank include: principal and/or  
19 interest payments due on mortgages and personal lines of credit secured by the Real Property,  
20 property taxes on the Real Property, homeowners and other insurance policies relating to the Real  
21 Property, utilities, cable and telephone expenses, domestic employee and staff wages and health  
22 and other insurance and benefits expenses, life, umbrella and health insurance premiums, repair and  
23 maintenance expenses for the Real Property, country club dues, tax preparation and accounting fees,  
24 homeowners' association fees, license fees, automobile lease expenses, credit card expenses, NetJet  
25 expenses, personal property insurance expenses, charitable pledges, business management expenses  
26 (Kaufman Bernstein) and legal fees for joint representation matters.

27           83.   With respect to expenses that accrue after the hearing on this Order to Show Cause,  
28 assuming that I receive an award of spousal support sufficient to do so, I request that the Court

1 order that we both share equally in and cause to be paid the following expenses:

2 (1) All principal and interest payments due on mortgages and lines of  
3 credit secured by the Real Properties and all regularly recurring expenses of the Real Property,  
4 except the Malibu Residence, including without limitation, real property taxes, homeowners  
5 association fees, utilities, telephone, cable, maintenance and repair costs, alarm systems, pool  
6 service, gardeners, housekeepers, estate managers, maintenance supervisors and caretakers, as  
7 applicable;

8 (2) life insurance premiums;

9 (3) Country club dues; and

10 (4) Business management fees of Kaufman Bernstein.

11 B. I request that Frank be ordered to place sufficient funds into the joint bank  
12 account every month to cover his one-half share of these costs in order to maintain the status quo,  
13 with our expenses being paid in a timely fashion. I further request that Frank be solely responsible  
14 for the payment of all tax preparation and accounting fees.

15 84. In order to maintain the status quo, I request that Frank be enjoined and restrained  
16 from removing any personal property, other than his personal effects and clothing, from our Real  
17 Property and from canceling the utility and/or other telephone services at the Real Property without  
18 prior written consent or Court order.

19 85. Since we separated, I have been residing at the residence located at [REDACTED] Pacific  
20 Coast Highway, Malibu, California. The [REDACTED] Pacific Coast Highway, Malibu residence is  
21 directly adjacent to my residence. I request that the Court award me the exclusive temporary use of  
22 both Malibu properties.

23 86. Additionally, I request the exclusive temporary use of the indoor swimming pool at  
24 our residence located at [REDACTED], Los Angeles, California on a daily basis from  
25 6:00 a.m. to 2:00 p.m. I swim in this Olympic-size swimming pool virtually every morning and  
26 would like to continue to do so. I am an avid swimmer, and we built this pool primarily for my use.  
27 Frank no longer resides at this home.

87. In order to maintain the status quo, I request that the Court enjoin and restrain Frank from altering or interfering with our joint and my personal bank accounts and our personal charge accounts/credit cards. I also request that Frank be ordered to continue to pay all insurance premiums when due and not to cancel or alter the insurance policies.

88. I do not now have the monetary resources to pay my attorneys' and forensic accountants. In contrast, Frank has access to the vast monetary resources of the Dodgers and other McCourt entities. I request that Frank be ordered to pay, as a contributive payment toward my attorneys' fees and costs, on account, \$2,000,000 to my attorneys, Wasser, Cooperman & Carter, \$500,000 to my forensic accountants, Gurse, Schneider & Co., \$100,000 for real estate appraisal fees, and \$120,000 for business appraisal fees, forthwith. I should be on equal footing with Frank with respect to my financial ability to litigate the issues relevant to our divorce.

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

Executed this 27<sup>th</sup> day of October 2009, at Los Angeles, California.

Jamie McCourt  
JAMIE McCOURT

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Dennis M. Wasser, Esq. (SBN 41617) "Case is assigned to Judge <u>Grider</u> " Bruce E. Cooperman, Esq. (SBN 76119) Department <u>88</u> WASSER, COOPERMAN & CARTER 2029 Century Park East, Suite 1200 Los Angeles, CA 90067-2957 TELEPHONE NO.: (310) 277-7117 FAX NO. (Optional): (310) 553-1793 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Jamie McCourt		FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles OCT 27 2009 John A. Clarke, Executive Officer/ Clerk By <u>Stephanie Man</u> , Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: CENTRAL DISTRICT		
MARRIAGE OF PETITIONER: JAMIE McCourt RESPONDENT: FRANK McCourt		
PETITION FOR <input checked="" type="checkbox"/> Dissolution of Marriage <input type="checkbox"/> Legal Separation <input type="checkbox"/> Nullity of Marriage <input type="checkbox"/> AMENDED		CASE NUMBER: 80514309

1. RESIDENCE (Dissolution only) ☒ Petitioner ☐ Respondent has been a resident of this state for at least six months and of this county for at least three months immediately preceding the filing of this *Petition for Dissolution of Marriage*.

2. STATISTICAL FACTS

a. Date of marriage: November 3, 1979

c. Time from date of marriage to date of separation (specify):

b. Date of separation: July 6, 2009

Years: 29

Months: 8

3. DECLARATION REGARDING MINOR CHILDREN (include children of this relationship born prior to or during the marriage or adopted during the marriage):

a. ☒ There are no minor children.

b. ☐ The minor children are:

Child's name

Birthdate

Age

Sex

☐ Continued on Attachment 3b.

c. If there are minor children of the Petitioner and Respondent, a completed *Declaration Under Uniform Child Custody Jurisdiction and Enforcement Act (UCCJEA)* (form FL-105) must be attached.

d. ☐ A completed voluntary declaration of paternity regarding minor children born to the Petitioner and Respondent prior to the marriage is attached.

4. SEPARATE PROPERTY

Petitioner requests that the assets and debts listed ☐ in *Property Declaration* (form FL-160) ☐ in Attachment

☒ below be confirmed as separate property.

Item

- Miscellaneous jewelry and other personal effects
- Earnings and accumulations of Petitioner from and after the date of separation
- There are additional separate property assets and obligations of the parties, the exact nature and extent of which are not presently known.

CIT/CASE: B814309 LEA/TEA  
 RECEIPT # 1  
 DATE PAID 10/27/09 02:41 PM  
 PETITIONER'S  
 RECEIVED  
 755.00  
 CHANGE:  
 CARD:

**NOTICE: You may redact (black out) social security numbers from any written material filed with the court in this case other than a form used to collect child or spousal support.**

## 5. DECLARATION REGARDING COMMUNITY AND QUASI-COMMUNITY ASSETS AND DEBTS AS CURRENTLY KNOWN

- a. ☐ There are no such assets or debts subject to disposition by the court in this proceeding.
- b. ☒ All such assets and debts are listed ☐ in *Property Declaration* (form FL-160) ☐ in Attachment 5b.  
☒ below (specify):

There are substantial community and quasi-community assets and obligations of the parties, including but not limited to the Dodger's baseball team, the Dodger organization and the property surrounding Dodger Stadium and Chavez Ravine.

## 6. Petitioner requests

- a. ☒ dissolution of the marriage based on
- (1) ☒ irreconcilable differences. (Fam. Code, § 2310(a).)
- (2) ☐ incurable insanity. (Fam. Code, § 2310(b).)
- b. ☐ legal separation of the parties based on
- (1) ☐ irreconcilable differences. (Fam. Code, § 2310(a).)
- (2) ☐ incurable insanity. (Fam. Code, § 2310(b).)
- c. ☐ nullity of void marriage based on
- (1) ☐ incestuous marriage. (Fam. Code, § 2200.)
- (2) ☐ bigamous marriage. (Fam. Code, § 2201.)
- d. ☐ nullity of voidable marriage based on
- (1) ☐ petitioner's age at time of marriage. (Fam. Code, § 2210(a).)
- (2) ☐ prior existing marriage. (Fam. Code, § 2210(b).)
- (3) ☐ unsound mind. (Fam. Code, § 2210(c).)
- (4) ☐ fraud. (Fam. Code, § 2210(d).)
- (5) ☐ force. (Fam. Code, § 2210(e).)
- (6) ☐ physical incapacity. (Fam. Code, § 2210(f).)

## 7. Petitioner requests that the court grant the above relief and make injunctive (including restraining) and other orders as follows:

- |  | Petitioner               | Respondent               | Joint                    | Other                    |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Legal custody of children to .....    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Physical custody of children to ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Child visitation be granted to .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
- As requested in form: ☐ FL-311 ☐ FL-312 ☐ FL-341(C) ☐ FL-341(D) ☐ FL-341(E) ☐ Attachment 7c.
- d. ☐ Determination of parentage of any children born to the Petitioner and Respondent prior to the marriage.
- e. Attorney fees and costs payable by ..... ☐ ☒
- f. Spousal support payable to (earnings assignment will be issued) ..... ☒ ☐
- g. ☒ Terminate the court's jurisdiction (ability) to award spousal support to Respondent.
- h. ☒ Property rights be determined.
- i. ☐ Petitioner's former name be restored to (specify):
- j. ☒ Other (specify): Determine that any purported Marital Property Agreements are null, void, and unenforceable.  
☐ Continued on Attachment 7j.

8. **Child support**—If there are minor children born to or adopted by the Petitioner and Respondent before or during this marriage, the court will make orders for the support of the children upon request and submission of financial forms by the requesting party. An earnings assignment may be issued without further notice. Any party required to pay support must pay interest on overdue amounts at the "legal" rate, which is currently 10 percent.

## 9. I HAVE READ THE RESTRAINING ORDERS ON THE BACK OF THE SUMMONS, AND I UNDERSTAND THAT THEY APPLY TO ME WHEN THIS PETITION IS FILED.

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

Date: October 27, 2009

JAMIE McCOURT

(TYPE OR PRINT NAME)

Date: October 27, 2009

DENNIS M. WASSER, ESO.

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PETITIONER)

WASSER, COOPERMAN & CARTER, P.C.

(SIGNATURE OF ATTORNEY FOR PETITIONER)

**NOTICE:** Dissolution or legal separation may automatically cancel the rights of a spouse under the other spouse's will, trust, retirement plan, power of attorney, pay on death bank account, survivorship rights to any property owned in joint tenancy, and any other similar thing. It does not automatically cancel the right of a spouse as beneficiary of the other spouse's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports to determine whether they should be changed or whether you should take any other actions. However, some changes may require the agreement of your spouse or a court order (see Family Code sections 231–235).

# SUMMONS (Family Law)

FL-110  
CITACIÓN (Derecho familiar)

NOTICE TO RESPONDENT (Name): FRANK McCOURT  
AVISO AL DEMANDADO (Nombre):

You are being sued. Lo están demandando.

Petitioner's name is: JAMIE McCOURT  
Nombre del demandante:

John A. Clarke, Executive Officer/ Clerk  
By STEPHANIE MAN, Deputy

CASE NUMBER (NÚMERO DE CASO):  
BD514309

FOR COURT USE ONLY  
(SÓLO PARA USO DE LA CORTE)

**FILED**  
Superior Court of California  
County of Los Angeles

OCT 27 2009

You have 30 calendar days after this Summons and Petition are served on you to file a Response (form FL-120 or FL-123) at the court and have a copy served on the petitioner. A letter or phone call will not protect you.

If you do not file your Response on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs. If you cannot pay the filing fee, ask the clerk for a fee waiver form.

If you want legal advice, contact a lawyer immediately. You can get information about finding lawyers at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), or by contacting your local county bar association.

Tiene 30 días corridos después de haber recibido la entrega legal de esta Citación y Petición para presentar una Respuesta (formulario FL-120 ó FL-123) ante la corte y efectuar la entrega legal de una copia al demandante. Una carta o llamada telefónica no basta para protegerlo.

Si no presenta su Respuesta a tiempo, la corte puede dar órdenes que afecten su matrimonio o pareja de hecho, sus bienes y la custodia de sus hijos. La corte también le puede ordenar que pague manutención, y honorarios y costos legales. Si no puede pagar la cuota de presentación, pida al secretario un formulario de exención de cuotas.

Si desea obtener asesoramiento legal, póngase en contacto de inmediato con un abogado. Puede obtener información para encontrar a un abogado en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en el sitio Web de los Servicios Legales de California ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)) o poniéndose en contacto con el colegio de abogados de su condado.

NOTICE: The restraining orders on page 2 are effective against both spouses or domestic partners until the petition is dismissed, a judgment is entered, or the court makes further orders. These orders are enforceable anywhere in California by any law enforcement officer who has received or seen a copy of them.

AVISO: Las órdenes de restricción que figuran en la página 2 valen para ambos cónyuges o pareja de hecho hasta que se despida la petición, se emita un fallo o la corte dé otras órdenes. Cualquier autoridad de la ley que haya recibido o visto una copia de estas órdenes puede hacerlas acatar en cualquier lugar de California.

NOTE: If a judgment or support order is entered, the court may order you to pay all or part of the fees and costs that the court waived for yourself or for the other party. If this happens, the party ordered to pay fees shall be given notice and an opportunity to request a hearing to set aside the order to pay waived court fees.

AVISO: Si se emite un fallo u orden de manutención, la corte puede ordenar que usted pague parte de, o todas las cuotas y costos de la corte previamente exentas a petición de usted o de la otra parte. Si esto ocurre, la parte ordenada a pagar estas cuotas debe recibir aviso y la oportunidad de solicitar una audiencia para anular la orden de pagar las cuotas exentas.

1. The name and address of the court are (El nombre y dirección de la corte son):

LOS ANGELES SUPERIOR COURT  
CENTRAL DISTRICT  
111 North Hill Street  
Los Angeles, CA 90012

2. The name, address, and telephone number of petitioner's attorney, or the petitioner without an attorney, are:  
(El nombre, dirección y número de teléfono del abogado del demandante, o del demandante si no tiene abogado, son):

Dennis M. Wasser, Esq. (SBN 41617)  
WASSER, COOPERMAN & CARTER, P.C.  
2029 Century Park East, Suite 1200  
Los Angeles, CA 90067-2957

(310) 277-7117

Date (Fecha): OCT 27 2009 JOHN A. CLARKE Clerk, by (Secretario, por) STEPHANIE MAN, Deputy (Asistente)



NOTICE TO THE PERSON SERVED: You are served

AVISO A LA PERSONA QUE RECIBIÓ LA ENTREGA: Esta entrega se realiza

- a. ☒ as an individual. (a usted como individuo.)  
b. ☐ on behalf of respondent who is a (en nombre de un demandado que es):  
(1) ☐ minor (menor de edad)  
(2) ☐ ward or conservatee (dependiente de la corte o pupilo)  
(3) ☐ other (specify) (otro - especifique):

(Read the reverse for important information.) (Lea importante información al dorso.)

Page 1 of 2



## WARNING—IMPORTANT INFORMATION

**WARNING:** California law provides that, for purposes of division of property upon dissolution of a marriage or domestic partnership or upon legal separation, property acquired by the parties during marriage or domestic partnership in joint form is presumed to be community property. If either party to this action should die before the jointly held community property is divided, the language in the deed that characterizes how title is held (i.e., joint tenancy, tenants in common, or community property) will be controlling, and not the community property presumption. You should consult your attorney if you want the community property presumption to be written into the recorded title to the property.

## STANDARD FAMILY LAW RESTRAINING ORDERS

Starting immediately, you and your spouse or domestic partner are restrained from

1. Removing the minor child or children of the parties, if any, from the state without the prior written consent of the other party or an order of the court;
2. Cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor child or children;
3. Transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business or for the necessities of life; and
4. Creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court. Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party.

You must notify each other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective. However, you may use community property, quasi-community property, or your own separate property to pay an attorney to help you or to pay court costs.

## ADVERTENCIA – INFORMACIÓN IMPORTANTE

**ADVERTENCIA:** De acuerdo a la ley de California, las propiedades adquiridas por las partes durante su matrimonio o pareja de hecho en forma conjunta se consideran propiedad comunitaria para los fines de la división de bienes que ocurre cuando se produce una disolución o separación legal del matrimonio o pareja de hecho. Si cualquiera de las partes de este caso llega a fallecer antes de que se divida la propiedad comunitaria de tenencia conjunta, el destino de la misma quedará determinado por las cláusulas de la escritura correspondiente que describen su tenencia (por ej., tenencia conjunta, tenencia en común o propiedad comunitaria) y no por la presunción de propiedad comunitaria. Si quiere que la presunción comunitaria quede registrada en la escritura de la propiedad, debería consultar con un abogado.

## ÓRDENES DE RESTRICCIÓN NORMALES DE DERECHO FAMILIAR

En forma inmediata, usted y su cónyuge o pareja de hecho tienen prohibido:

1. Llevarse del estado de California a los hijos menores de las partes, si los hubiere, sin el consentimiento previo por escrito de la otra parte o una orden de la corte;
2. Cobrar, pedir prestado, cancelar, transferir, deshacerse o cambiar el nombre de los beneficiarios de cualquier seguro u otro tipo de cobertura, tal como de vida, salud, vehículo y discapacidad, que tenga como beneficiario(s) a las partes y su(s) hijo(s) menor(es);
3. Transferir, gravar, hipotecar, ocultar o deshacerse de cualquier manera de cualquier propiedad, inmueble o personal, ya sea comunitaria, cuasicomunitaria o separada, sin el consentimiento escrito de la otra parte o una orden de la corte, con excepción las operaciones realizadas en el curso normal de actividades o para satisfacer las necesidades de la vida; y
4. Crear o modificar una transferencia no testamentaria de manera que afecte el destino de una propiedad sujeta a transferencia, sin el consentimiento por escrito de la otra parte o una orden de la corte. Antes de que se pueda eliminar la revocación de una transferencia no testamentaria, se debe presentar ante la corte un aviso del cambio y hacer una entrega legal de dicho aviso a la otra parte.

Cada parte tiene que notificar a la otra sobre cualquier gasto extraordinario propuesto, por lo menos cinco días laborales antes de realizarlo, y rendir cuenta a la corte de todos los gastos extraordinarios realizados después de que estas órdenes de restricción hayan entrado en vigencia. No obstante, puede usar propiedad comunitaria, cuasicomunitaria o suya separada para pagar a un abogado o para ayudarle a pagar los costos de la corte.