



City of Anaheim
OFFICE OF THE CITY ATTORNEY

May 25, 2022

VIA U.S. MAIL AND ELECTRONIC MAIL

SRB Management, LLC
2850 W. Horizon Ridge Pkwy #200
Henderson, NV 89052
Attn: Molly Jolly

Re: Amended and Restated Purchase and Sale Agreement (the “PSA”) by and between the City of Anaheim (the “City”) and SRB Management, LLC (“SRB”)

Dear Ms. Jolly:

The City has become aware of a disturbing set of reported facts relating to the negotiation of the PSA between the City and SRB. Specifically, the City has learned that former Mayor Harry Sidhu provided internal, confidential and privileged information about the City’s negotiating positions and interests to representatives or agents of the Angels Organization during the course of the negotiations. This covert disclosure, without the City’s knowledge or authorization, throws all aspects of the pending deal into shadow.

The following description is drawn from the facts described in the Affidavit of Brian C. Adkins (“Adkins Affidavit”), dated May 12, 2022. Mayor Sidhu was designated the City Council’s sole representative tasked with negotiating the PSA. As part of a far-reaching, multi-year investigation by the Federal Bureau of Investigation (“FBI”), actions by former Mayor Harry Sidhu with respect to the negotiation and approval of the PSA demonstrate that this deal was not a good faith, arms-length transaction. For example, the Adkins Affidavit states:

[T]he investigation to date has developed probable cause to believe [that] SIDHU is engaged in an ongoing scheme to commit honest services fraud by sharing confidential information with representatives from the Los Angeles Angels Major League Baseball team (“the Angels”) regarding negotiations related to the City’s sale of Angel Stadium with the expectation of receiving a sizeable contribution to his reelection campaign from a prominent Angels representative. (Adkins Affidavit, ¶ 7.)

In addition, the Adkins Affidavit calls into question whether SRB and the Angels engaged in fundamentally improper behavior. The revelations in the Adkins Affidavit suggest that before and during negotiations of the PSA, a representative of Angels Baseball received confidential and privileged information for its use in

negotiations with the City. (Adkins Affidavit, ¶¶ 7, 45-51.) Specifically, the Affidavit states that the former Mayor “also appeared to pass information, via CW2 and Political Consultant 1, to the Angels in an effort to assist the Angels during the stage of the negotiations where the two parties were negotiating community benefits.” (Adkins Affidavit, ¶ 45.) Further, the Adkins Affidavit states that Mayor Sidhu is heard in a recorded conversation relaying the details of a prior conversation with an Angels representative about campaign contributions. Mayor Sidhu reportedly said that the Angels representative stated: “What can we do for your election?” To which Mayor Sidhu reportedly responded: “Let me finish your deal first, and then we’ll talk about that.” (Adkins Affidavit, ¶ 63.)

These acts, along with the former Mayor’s other actions, personal financial interest, and motivation in the negotiating process, as described in the Adkins Affidavit, demonstrate that the agreement was not the result of a good faith, arms-length negotiation. Indeed, the Court’s immediate grant of the California Attorney General’s May 16, 2022 *Ex Parte* Application to Stay the Approval and Entry of Proposed Stipulation in the Surplus Land Act action against the City provides additional support for the invalidity of the PSA. Simply put, the City believes the PSA is void. (Govt. Code § 1092.)


Accordingly, based on the FBI investigation, the Adkins Affidavit, the impropriety in the making of the PSA, the Attorney General’s Motion, and in the best interests of the Angels and the residents of Anaheim, the City believes the PSA is void as a matter of law and public policy.

Given these extraordinary and deeply disturbing circumstances, the City requests that SRB and the Angels join with the City in acknowledging that the PSA is void. These items, namely the above set of reported facts and the City’s conclusion that the PSA is void were discussed in detail during the City Council meeting held on May 24, 2022.

In relation to this, attached hereto please find a notice to both SRB and Angels Baseball to preserve all evidence related to the negotiations and sale of the Angel Stadium property.

Sincerely,

ROBERT FABELA, CITY ATTORNEY

By: 
Robert Fabela
City Attorney

cc: Loeb & Loeb LLP
10100 Santa Monica Blvd. Suite 2200
Los Angeles, CA 90067
Attn: Allan Abshez

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NOTICE TO PRESERVE EVIDENCE

May 25, 2022

Please be advised that in light of the above, SRB Management, LLC and Angels Baseball LP, and their officials, employees, agents, and attorneys (collectively, the “Angels Organization”), must preserve all documents, evidence, records, emails, texts, chats, electronic data and files, including those in physical, electronic, computerized or in any other form, that relate or refer to the above matters to ensure that all are preserved and not destroyed, even if destruction is otherwise authorized by a document retention policy. In particular, the City advises that you preserve information relating to the following categories of information:

1. The Amended and Restated Lease dated May 15, 1996, and all amendments thereto, for Angel Stadium;
2. The Purchase and Sale Agreement executed December 20, 2019;
3. The Letter of Understanding dated May 5, 2020, and the May 29, 2020 letter from SRB regarding the Purchase and Sale Agreement;
4. The Amended and Restated Purchase and Sale Agreement approved by the City Council on September 29, 2020, including all exhibits thereto, and all entitlements and City approvals contemplated thereby;
5. The Disposition and Development Agreement approved by the City Council on October 6, 2020;
6. Documents and communications relating to the above, including negotiations regarding same;
7. Documents and communications with, about, or relating to all current or past City Council members;
8. Documents and communications with, about, or relating to all current or past City Mayors, including but not limited to Harry Sidhu;
9. Documents and communications with, about, or relating to all current or past City employees;
10. Documents and communications relating to the Angels Organization’s gifts or donations to all current or past City elected officials and all independent expenditures for City elections;
11. Documents and communications relating to any consultants that participated in the matters identified above, including records relating to payments made or gifts given to the consultants.

The above-list is not exhaustive but is provided to give the Angels Organization guidance about the documents that must be retained. It is essential that the Angels Organization preserve and retain all records, documents, correspondence, evidence, whether in physical, computerized or electronic form, relating to its relationship with the City.