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RONALD REAGAN PRESIDENTIAL
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

RONALD REAGAN PRESIDENTIAL
FOUNDATION AND INSTITUTE,

Plaintiff,

v.

ANTHONY DAVIDOWITZ, as Administrator
of the Estate of Edmund Morris, deceased,

Defendant.

CASE NO.

COMPLAINT FOR:

- (1) **DECLARATORY RELIEF**
- (2) **BREACH OF CONTRACT**

Action Filed: June 10, 2020
Trial Date: Not set

mds

1 Plaintiff Ronald Reagan Presidential Foundation and Institute (the “Reagan Foundation” or
2 “Plaintiff”) alleges as follows:

3 INTRODUCTION

4 1. Consistent with the wishes of Ronald Reagan, the fortieth President of the United States,
5 the Reagan Foundation brings this action to ensure that historical archives developed during the
6 creation of a biography of President Reagan are delivered to the Reagan Presidential Library for
7 preservation, safekeeping, and open access to historians, scholars, and the general public for
8 generations to come.

9 2. In 1999, Edmund Morris published *Dutch: A Memoir of Ronald Reagan* (Random
10 House, 1999) (the “Biography”). Mr. Morris could not have created the Biography were it not for the
11 unique access he enjoyed to President Reagan and members of President Reagan’s staff and family,
12 both during and after the Reagan presidency.

13 3. It was in recognition of that fact that Mr. Morris expressly agreed, as a condition of his
14 access to President Reagan, that he would return the research materials related to President Reagan to
15 the Reagan Presidential Library for posterity. President Reagan and Mr. Morris memorialized that
16 agreement in a written contract (the “Agreement”), and Mr. Morris orally reaffirmed that contractual
17 commitment in later years. But despite that Agreement, Mr. Morris failed to deliver the research
18 materials prior to his death in 2019, and the administrator of his estate has refused to comply with
19 multiple demands to return the materials.

20 4. The research materials related to the Biography deserve a permanent home befitting
21 their historical significance. As President Reagan and Mr. Morris agreed in writing, that home is the
22 Reagan Presidential Library.

23 PARTIES

24 5. Plaintiff is a nonprofit organization organized and existing under the laws of the State
25 of California. The Reagan Foundation operates out of its facilities at the Ronald Reagan Presidential
26 Library in Simi Valley, California.

27 6. The Reagan Foundation is dedicated to the preservation and promotion of the legacy of
28 Ronald Reagan and his timeless principles of individual liberty, economic opportunity, global

1 democracy, and national pride. In furtherance of this mission, the Reagan Foundation supports the
2 Ronald Reagan Presidential Library. The Reagan Presidential Library seeks to ensure that historical
3 archives related to the fortieth President remain intact and available to historians, scholars, and the
4 general public for generations to come. The Reagan Presidential Library is the repository of
5 presidential records for President Reagan's administration, including more than 60 million pages of
6 documents, more than 1.6 million photographs, a half million feet of motion picture film, tens of
7 thousands of audio and video tape, and more than 40,000 artifacts. The Reagan Presidential Library
8 also serves as the final resting place of President Reagan and First Lady Nancy Reagan.

9 7. Defendant Anthony Davidowitz is the administrator of Edmund Morris's estate. Mr.
10 Morris died intestate in Danbury, Connecticut, on May 24, 2019. Mr. Morris's probate proceedings
11 were initiated on or about June 27, 2019, in the Litchfield Hills Probate Court in Litchfield,
12 Connecticut. The case number for Mr. Morris's probate proceedings is PD2419-00275. Mr.
13 Davidowitz is sued in his representative capacity as administrator of Mr. Morris's estate.

14 JURISDICTION AND VENUE

15 8. Jurisdiction is proper in this Court under Section 410.10 of the Code of Civil Procedure.

16 9. Venue is proper in this Court under Section 395 of the Code of Civil Procedure.

17 10. This Court has personal jurisdiction over the Defendant because of Mr. Morris's
18 minimum contacts with California and because Mr. Morris consented to jurisdiction and service of
19 process in the Courts of California in connection with any dispute arising out of the Agreement at issue
20 here.

21 GENERAL ALLEGATIONS

22 11. In 1986, President Ronald Reagan and Mr. Morris executed an Agreement under which
23 President Reagan granted Mr. Morris unique access to President Reagan and First Lady Reagan, the
24 White House complex, and official activities and events at the White House and elsewhere. In
25 consideration of this unique access, Mr. Morris guaranteed, among other things, that he would publish
26 the Biography and return research materials related to the Biography to the Reagan Presidential
27 Library.
28

1 12. Although President Reagan performed all conditions required of him under the
2 Agreement, Mr. Morris did not. Instead, Mr. Morris retained the research materials upon his passing
3 on May 24, 2019, and the administrator of Mr. Morris's estate has subsequently refused to return the
4 research materials and instead has threatened to sell portions of those materials to third parties. These
5 actions constitute a breach of the Agreement.

6 **I. The Agreement**

7 13. The Agreement, dated December 23, 1986, consists of a two-page letter set forth on
8 White House letterhead and a three-page Addendum that memorialize the terms and conditions under
9 which Mr. Morris was granted unprecedented access to President Reagan to conduct research for the
10 Biography. Mr. Morris was granted "access to [President Reagan] and Mrs. Reagan," to President
11 Reagan's "official and personal staff," and to "documents and meetings at the White House and on
12 voyages of state." Such access included "access to the White House complex, and to official activities
13 and events elsewhere."

14 14. The Agreement expressly made Mr. Morris's access "subject to [his] compliance with
15 the conditions set forth" in the Agreement. One condition states:

16 Once you have published the biography, all Presidential
17 records, . . . whether used or unused, will become the property of the
18 National Archives for possible inclusion in the Reagan Presidential Library,
to serve as a resource for future generations of scholars.

19 15. Another condition states:

20 [Y]ou have voluntarily offered to donate to the Reagan Presidential Library
21 such non-governmental research material as you may deem to be of
historical value.

22 16. Mr. Morris indicated that he "[a]greed to and accepted" these conditions, and all other
23 terms and conditions in the Agreement, by signing his name. President Reagan signed his name as
24 well.

25 17. The Addendum sets forth additional terms and conditions referenced in the letter. For
26 example, paragraph seven states that "[c]opies of Presidential or other government records," as well as
27 Mr. Morris's "records or notes on White House or Presidential meetings or discussions," must be
28 maintained consistent with "conditions as prescribed by the Counsel to the President, including, but

1 not limited to, conditions relating to safeguarding such records in a manner commensurate with their
2 sensitivity.”

3 18. Paragraph eight states that “in the event of a breach by [Mr. Morris] of any of the terms
4 and conditions of this Addendum respecting the maintenance of confidentiality of information or
5 records, . . . money damages would be an inadequate remedy.”

6 19. Paragraph twelve states that the Agreement “shall be binding upon, inure to the benefit
7 of, and be enforceable by [President Reagan’s and Mr. Morris’s] respective heirs, executors,
8 administrators and assigns.”

9 20. Paragraph thirteen states:

10 You consent to jurisdiction and service of process in the courts of the
11 District of Columbia and California in connection with the resolution of any
12 dispute arising out of this agreement. This agreement shall be governed by,
13 and construed and enforced in accordance with, the laws of the State of
14 California.

15 21. A cover memorandum from counsel to President Reagan to the President accompanies
16 the Agreement. The cover memorandum, dated November 26, 1986, states that President Reagan’s
17 counsel “completed negotiations with Edmund Morris and his attorneys regarding the terms under
18 which he will research and publish a biography of you.”

19 22. Although the Agreement is unambiguous, Mr. Morris reaffirmed his intention to deliver
20 the research materials to the Reagan Presidential Library in later public statements. As one example,
21 on October 12, 1999, following the publication of the Biography, Mr. Morris delivered a public talk
22 about the Biography at the Reagan Presidential Library. The event was recorded by C-SPAN. When
23 an audience member asked Mr. Morris what he planned to do with his research notes, he responded:

24 The lady wants to know what I am going to do with my notes. I think I am
25 going to dump them right here. It’s part of the record, and I have got a lot
26 in my notes which is, I guess, primary, so I, I dedicate it to the Ronald
27 Reagan Library.¹

28 ¹ C-SPAN, Dutch: A Memoir of Ronald Reagan (Oct. 12, 1999), <https://www.c-span.org/video/?152767-1/dutch-memoir-ronald-reagan> (at 28:36).

1 **II. The Reagan Foundation's Fruitless Efforts To Obtain The Research Materials After Mr.**
2 **Morris's Failure To Deliver Them Pursuant To The Agreement**

3 23. Mr. Morris's estate possesses a substantial archive of original research materials related
4 to the Biography. On information and belief, those research materials include records and notes that
5 Mr. Morris created and compiled as a direct result of his unique access to President Reagan and First
6 Lady Reagan, the White House complex, and official activities and events at the White House and
7 elsewhere. Indeed, in his lifetime, Mr. Morris publicly acknowledged that the research materials
8 related to the Biography contained substantial "primary" materials from his firsthand observations.

9 24. Despite the Agreement and his public statements reaffirming it, Mr. Morris failed to
10 deliver the research materials related to the Biography to the Reagan Presidential Library before he
11 passed on May 24, 2019, and his estate has refused to return those materials afterward.

12 25. Shortly after learning of Mr. Morris's passing, the Reagan Foundation's Executive
13 Director sent a letter of condolence to Sylvia Morris, the late widow of Mr. Morris. In that letter, dated
14 July 3, 2019, the Executive Director requested the return or donation of all governmental and non-
15 governmental research materials relating to the Biography in Mr. Morris's archive pursuant to the terms
16 of Mr. Morris's Agreement with President Reagan.

17 26. On or about August 2, 2019, the Chairman of the Board of Trustees for the Reagan
18 Foundation sent a letter to Mrs. Morris requesting the return or donation of the Reagan research
19 materials to the Reagan Presidential Library pursuant to Mr. Morris's Agreement with President
20 Reagan.

21 27. Despite these written requests, and contrary to the Agreement between Mr. Morris and
22 President Reagan, the research materials were not delivered.

23 28. On or about November 11, 2019, the Reagan Foundation's Executive Director sent
24 another letter to Mrs. Morris again requesting the delivery of the research materials related to the
25 Biography.

26 29. Mr. Davidowitz replied to the Executive Director's November 11, 2019, letter with his
27 own letter, dated December 6, 2019. Mr. Davidowitz identified himself as Mr. Morris's nephew and
28 the administrator of Mr. Morris's estate. Mr. Davidowitz stated that he had "spoken with [his] aunt,"
and that both "understand and acknowledge [the Reagan Foundation's] position" with respect to the

1 disposition of the research materials related to the Biography. Mr. Davidowitz further stated that he
2 was “sure that [the Reagan Foundation] will understand if we agree to deal with this matter in mid to
3 late 2020,” and “assur[ed]” the Executive Director “that once we have overcome some near-term
4 hurdles we can turn our attention to the collation, separation, donation and return of the records.”

5 30. On information and belief, Sylvia Morris died on or about January 5, 2020.

6 31. On or about January 7, 2020, the Reagan Foundation’s Executive Director sent another
7 letter to Mr. Davidowitz. In that letter, the Executive Director explained that the Reagan Foundation
8 “cannot be expected to wait until mid to late 2020 before taking measures to protect [the Reagan
9 Foundation’s] interest” in the research materials. The Executive Director again requested the return of
10 the research materials and offered the services of a trained archivist “to review [Mr. Morris’s] archive
11 relating to President Reagan and to begin processing the records for donation to the Reagan Presidential
12 Library.” The letter asked for a response by January 31, 2020.

13 32. When no response was received, outside legal counsel for the Reagan Foundation sent
14 a letter to Mr. Davidowitz dated February 18, 2020. In this letter, the Reagan Foundation’s counsel
15 requested the return of the research materials related to the Biography or, alternatively, a date on which
16 a Reagan Foundation archivist could review the research materials. The letter asked for a response by
17 March 13, 2020.

18 33. On March 30, 2020, counsel for the Reagan Foundation received an email from Mr.
19 Davidowitz stating that he was “in the process of retaining an appraiser to value the archives for sale,”
20 and that he was “[w]orking with Joint Trustee of the Literary Estate, the Wylie Agency” in this regard.
21 Mr. Davidowitz stated that Mr. and Mrs. Morris’s “estates” and the “Literary Trust do not accept your
22 contention that the entirety of Mr. Morris’ archive relating to his work on President Reagan must be
23 transferred.” Mr. Davidowitz then presented “two options.” Either the research materials related to
24 the Biography “will be maintained or sold by the Literary Trust,” or “a purchase of the entirety of Mr.
25 Morris’ Reagan archive is negotiated at an agreed price.”

26 34. On April 15, 2020, outside counsel for the Reagan Foundation sent a letter to Mr.
27 Davidowitz responding to the March 30, 2020 email. In the April 15 letter, counsel reiterated the
28 Reagan Foundation’s claim of ownership to the research materials related to the Biography, and

1 requested that “[n]o third party should be permitted to access the [research materials] until they are
2 reviewed in their entirety for confidential and classified material by a qualified archivist.” The letter
3 requested a response by April 30, 2020, and reserved the right to seek emergency and other judicial
4 relief.

5 35. On May 4, 2020, outside counsel for the Reagan Foundation received an email from
6 Mr. Davidowitz responding to the April 15, 2020 letter. In the email, Davidowitz stated: “I assure you
7 that I understand my obligation as Executor and understand that the contract between Mr. Morris and
8 Mr. Reagan is binding on the Estate.” Mr. Davidowitz continued: “We are not yet at the stage where
9 we are pursuing sale or distribution of any Estate assets. Given the current restrictions [related to
10 COVID-19], we are nowhere close.” He added that he “would welcome an independent archivist
11 coming to Kent to review the archive and provide a report.”

12 36. On May 7, 2020, outside counsel for the Reagan Foundation sent a letter to Mr.
13 Davidowitz responding to the May 4, 2020 email. In the letter, counsel stated that “the Reagan
14 Foundation has no choice but to initiate litigation against you in your capacity as the administrator of
15 Mr. Morris’s estate.”² Nevertheless, counsel stated that the Reagan Foundation “hope[s] to work
16 productively with [Mr. Davidowitz] to ensure the prompt return of the Reagan Foundation’s records,”
17 and informed Mr. Davidowitz that the Reagan Foundation would like to send the “Chief Administrative
18 Office[r] for the Reagan Foundation . . . to Connecticut to review and process the records in question
19 at the earliest date on which safe travel is possible.”

20 37. Since May 7, 2020, outside counsel for the Reagan Foundation and Mr. Davidowitz
21 have exchanged several emails related to the disposition of the research materials. On June 5, 2020,
22 Mr. Davidowitz orally agreed with outside counsel for the Reagan Foundation and an official with the
23

24 ² Although the Reagan Foundation intended to initiate the present case on or about May 13, 2020,
25 *see* Ventura Cty. Super. Ct., Admin. Order No. 20.12 at ¶ 1, the Court’s closure until June 10, 2020
26 “[t]o protect the health and safety of the public and court personnel” from “the ongoing COVID-19
27 epidemic” prevented it from doing so, *see* Ventura Cty. Super. Ct., Amended Admin. Order No. 20.16
28 at 1. In accordance with the Court’s Amended Administrative Order No. 20.16, which deems March
19, 2020 to June 9, 2020 holidays “[f]or purposes of computing time for filing papers under Code of
Civil Procedure §§12 and 12a,” the Reagan Foundation promptly initiated the present case on June 10,
2020, the day the Court reopened. *Id.* at ¶ 1–2; *see also* Cal. Jud. Council, Emergency Rules Related
to COVID-19, Appendix I, Emergency R. 9.

1 National Archives and Records Administration ("NARA") to permit NARA to take custody of the
2 research materials for purposes of conducting a review to determine whether any materials are
3 protected by federal law. However, Mr. Davidowitz has not agreed that the Reagan Foundation or the
4 Reagan Presidential Library own the totality of the research materials pursuant to the Agreement.

5 38. To date, the research materials have not been delivered to the Reagan Foundation or the
6 Reagan Presidential Library.

7 **FIRST CAUSE OF ACTION**

8 **(For Declaratory Relief Against Defendant Davidowitz)**

9 39. Plaintiff incorporates by reference paragraphs 1 through 38 as if fully set forth herein.

10 40. Pursuant to Section 1060 of the California Code of Civil Procedure, an actual
11 controversy has arisen and now exists between the Reagan Foundation, on the one hand, and Mr.
12 Morris's estate, on the other hand, regarding their legal rights and duties under the Agreement.

13 41. The Reagan Foundation contends that under the express terms of the Agreement, the
14 Reagan Foundation and the Reagan Presidential Library are the sole owners or intended beneficiaries
15 of the research materials related to the Biography, which Mr. Morris's estate must therefore deliver to
16 the Library. Mr. Morris's estate contends that the Reagan Foundation and the Reagan Presidential
17 Library are not the sole owners of the research materials.

18 42. The Reagan Foundation therefore desires a judicial declaration adjudicating the rights
19 and duties of the Reagan Foundation and Mr. Morris's estate under the Agreement. The Reagan
20 Foundation requests a judicial declaration that under the express terms of the Agreement, the Reagan
21 Foundation and the Reagan Presidential Library are the sole owners or intended beneficiaries of the
22 research materials related to the Biography and Mr. Morris's estate must deliver such materials to the
23 Library.

24 43. A judicial declaration is necessary and proper at this time to prevent the Reagan
25 Foundation from continuing to expend substantial time and effort in this litigation to advance its
26 mission of ensuring that historical archives related to President Reagan remain intact and available to
27 historians, scholars, and the general public for generations to come.

28

1 **SECOND CAUSE OF ACTION**

2 **(For Breach of Contract Against Defendant Davidowitz)**

3 44. Plaintiff incorporates by reference paragraphs 1 through 43 as if fully set forth herein.

4 45. Under the plain terms of the Agreement, Mr. Morris guaranteed the publication of the
5 Biography and agreed that he would deliver all of his “non-governmental research material” related to
6 the Biography to the Reagan Presidential Library. Mr. Morris also agreed that his “records or notes on
7 White House or Presidential meetings or discussions, will be maintained in a manner consistent with
8 the Presidential Records Act.” In consideration for these commitments, President Reagan granted Mr.
9 Morris unique access to himself and First Lady Reagan, the White House complex, and official
10 activities and events at the White House and elsewhere. In doing so, President Reagan and Mr. Morris
11 entered into a just and reasonable contract supported by adequate consideration.

12 46. The Agreement indicates that President Reagan and Mr. Morris made the agreement
13 expressly for the benefit of the Reagan Foundation and the Reagan Presidential Library. Specifically,
14 the Agreement indicates that the Reagan Foundation and the Reagan Presidential Library are intended
15 beneficiaries of the contractual terms and conditions governing the disposition of the research materials
16 related to the Biography. For example, the Agreement provides that “all Presidential records” utilized
17 by Mr. Morris “will become the property of the National Archives for possible inclusion in the Reagan
18 Presidential Library,” and that Mr. Morris will deliver “non-governmental research material” to the
19 Library.

20 47. President Reagan performed all conditions required of him under the Agreement.

21 48. Despite President Reagan’s complete performance, Mr. Morris breached the Agreement
22 by failing to deliver the research materials related to the Biography to the Reagan Presidential Library
23 before his passing on May 24, 2019.

24 49. As a direct and proximate result of Mr. Morris’s breach, the Reagan Foundation has
25 suffered damages.

26 50. An award of money damages would be inadequate. An accurate calculation of money
27 damages would prove difficult, if not impossible, and could require much speculation. Indeed,
28 President Reagan and Mr. Morris expressly agreed that “money damages would be an inadequate

1 remedy” in the event of a breach. And even if money damages could be accurately calculated, money
2 damages would not allow the Reagan Foundation to purchase items similar to the research materials
3 related to the Biography because the materials have a peculiar value on account of their individual
4 qualities.

5 51. For these reasons, the Reagan Foundation requests specific performance and an
6 injunction obligating Mr. Morris’s estate to deliver the research materials related to the Biography to
7 the Reagan Presidential Library, consistent with the definite and certain terms of the Agreement.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays judgment as follows:

10 1. For a declaration that the Reagan Foundation and the Reagan Presidential Library are
11 the sole owners or intended beneficiaries of the research materials related to the Biography;

12 2. For a declaration that Anthony Davidowitz, in his representative capacity as
13 administrator of the estate of Edmund Morris, has an obligation to deliver to the Reagan Presidential
14 Library the research materials related to the Biography;

15 3. For specific performance requiring Mr. Davidowitz, in his representative capacity as
16 administrator of the estate of Edmund Morris, to deliver to the Reagan Presidential Library the research
17 materials related to the Biography;

18 4. For an injunction requiring Mr. Davidowitz, in his representative capacity as
19 administrator of the estate of Edmund Morris, to deliver to the Reagan Presidential Library the research
20 materials related to the Biography;

21 5. For costs of suit herein incurred; and

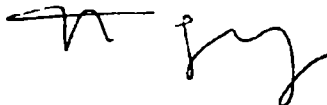
22 6. For such other and further relief as the Court deems just and proper.

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DATED: June 10, 2020

Gibson, Dunn & Crutcher LLP



By: _____
Theane Evangelis

Attorneys for Plaintiff,
RONALD REAGAN PRESIDENTIAL
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