

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

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LOUIS F. ANGELOS, individually, :
as co-trustee and co-agent, :
7 Meadow Road :
Baltimore, Maryland 21212 :

Plaintiff,

v. :

C-03-CV-22-002262

Case No. _____

JOHN P. ANGELOS, individually, :
as co-trustee and co-agent, :
4317 Lindawood Drive :
Nashville, TN 37215-3209 :

and :

GEORGIA K. ANGELOS, :
as co-trustee and co-agent, :
16450 York Road :
Monkton, Maryland 21111 :

Defendants.

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**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF,
REMOVAL OF CO-AGENTS AND AN ACCOUNTING, AND DAMAGES**

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Louis F. Angelos, Plaintiff, individually, as co-trustee of the Peter G. Angelos Revocable Trust U/A dated October 31, 2017 (“Trust”), and as co-agent under Peter G. Angelos’ Power of Attorney dated October 31, 2017, by his attorneys, Jeffrey E. Nusinov, Paul D. Raschke and Nusinov Smith LLP, sues for declaratory judgment, removal of his co-agents and an accounting pursuant to Md. Code Ann., Est. & Trusts § 17-102, damages, and other equitable and injunctive relief.

I. NATURE OF THE ACTION

1. In 2017, Peter G. Angelos, the prominent Maryland attorney, put in place a revocable trust and named his wife and sons co-trustees. His intent was to ensure that they would share in decision-making and that his sons would share equally in his estate. Mr. Angelos’ plan is now in jeopardy. One of his sons, John Angelos, has sought to seize control of his father’s estate and to completely exclude his brother, Lou Angelos.

2. In 2018, Mr. Angelos became disabled. Shortly thereafter, John embarked on a series of steps to arrogate to himself complete control over Mr. Angelos’ assets. He accomplished this by manipulating his mother, Mrs. Georgia Angelos, who is now eighty years old, thereby bending her to his will. He was able to prey upon her understandable concerns about the businesses her husband had worked his entire life to build. He also preyed upon her fear of abandonment, exploding into tantrums and threatening to leave and move out of state if he did not get his way. John concealed and misrepresented the facts, feeding his mother a steady diet of half-truths and prevarications. He acted unilaterally and informed Mrs. Angelos about his unilateral actions only after the fact. He worked steadily, and stealthily, to undermine her confidence in his brother, Lou, and to exclude him from business matters at the Orioles. He fired long-time employees who would

not play ball and surrounded himself with yes-men. He surreptitiously transferred Mr. Angelos' considerable real estate holdings into a company owned by a trust formed for his benefit. He co-opted Mr. Angelos' estate attorney. He turned Mrs. Angelos against the financial advisor her husband had employed for almost a quarter of a century, seeking to isolate her from independent sources of information.

3. With Mr. Angelos no longer capable of managing his affairs, Mrs. Angelos determined that it was in the trust's best interest to sell the ball club. John has misled her into believing that he is working to achieve this goal. To the contrary, he has done everything in his power to stall and, ultimately, thwart plans to sell the club. He single-handedly torpedoed interest expressed by one highly credible group of buyers. When Lou questioned John's actions, John explicitly threatened Lou's inheritance. The corrupting effect of John's actions has been to thoroughly frustrate Mr. Angelos' intentions. John intends to maintain absolute control over the Orioles – to manage, to sell or, if he chooses, to move to Tennessee (where he has a home and where his wife's career is headquartered) – without having to answer to anyone.

4. John's interest in his father's estate actually has two objectives: control and eradication. Some assets he wants to control – *i.e.*, Orioles – and others he wants to eradicate – *i.e.*, the law firm. For years, John chafed at his father's supervision, complaining that everything “revolves around the supreme authority and decision maker,” and implausibly suggesting that he was not trying to “question his authority,” but all the while bucking it relentlessly. Now, ironically, he wants to exercise the absolute authority formerly enjoyed by his father. Beyond that, for years John had been reminded by Mr. Angelos that his lack of professional standing was an avoidable shortcoming. John had attended law school but had not become a member of the bar. The friction

between them over John's lack of professional standing was internecine. With Mr. Angelos now disabled, John intends to have the final word. He has set out to dismantle the legal empire his father built. He wants to extinguish all traces of Mr. Angelos' success as a lawyer. The law firm – the practice which gave John all the advantages he has enjoyed – must go.

5. John has relentlessly attacked Lou's management of the law firm and demanded that it be dismantled or dissolved. He has cherry-picked, or simply invented, facts to support his demonstrably false claim that the law firm is unprofitable. Since he cannot practice law, he cannot match his father's success as an attorney, and he is *determined* to erase any trace of that success.

6. John has used the levers of power available to him to squeeze Lou into submission. He has withheld information owed to Lou as a trustee and as a beneficiary. In an early effort to gain Lou's cooperation, he threatened his inheritance. When that failed, he cajoled Mrs. Angelos into threatening the "nuclear option," that is, disinheritance, if Lou does not acquiesce to John's plans.

7. It is these circumstances that warrant this Court's grant of declaratory and injunctive relief and award of damages.

II. PARTIES

8. Peter G. Angelos, ("Mr. Angelos"), a Maryland attorney, is 92 years of age and resides at 4405 Mount Carmel Road, Hampstead, MD 21074. He is the Settlor of the Peter G. Angelos Revocable Trust dated October 31, 2017 ("Trust") and a predecessor Trustee of that Trust.

9. Plaintiff, Louis F. Angelos, Esquire ("Lou"), a Maryland attorney, is 52 years of age and resides at 7 Meadow Road, Baltimore, Maryland 21212.

10. Plaintiff is a co-agent under the General Power of Attorney executed by Peter G.

Angelos and dated October 31, 2017 and a co-trustee and beneficiary of the Trust.

11. Defendant, John P. Angelos (“John”), is a co-agent under the General Power of Attorney executed by Peter G. Angelos and dated October 31, 2017 and a co-trustee and beneficiary of the Trust. He is 54 years of age and resides at 4317 Lindawood Drive, Nashville, TN 37215-3209 and 249 Clinton Street, Saratoga Springs, NY 12866-1304.

12. Defendant, Georgia K. Angelos (“Mrs. Angelos”), the wife of Peter G. Angelos, is a co-agent under the General Power of Attorney executed by Peter G. Angelos and dated October 31, 2017 and a co-trustee and beneficiary of the Trust. She is 80 years of age and resides at 16450 York Road, Monkton, Maryland 21111.

III. JURISDICTION

13. The Court has subject matter jurisdiction. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00). This Court has personal jurisdiction over Defendants pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-102 as they are either domiciled in, served with process in, organized under the laws of, or maintain their principal place of business in Maryland. The Court further has personal jurisdiction over Defendant John P. Angelos pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-103.

14. Venue is proper in Baltimore County pursuant to Md. Code Ann., Cts. & Jud. Proc. § 6-201 as there is more than one defendant and there is no single venue applicable to all defendants, permitting them all to be sued in a county in which any one of them could be sued, or in the county where the cause of action arose.

IV. FACTS COMMON TO ALL COUNTS

A. Peter G. Angelos And The Angelos Family.

15. Peter G. Angelos (“Mr. Angelos”), the prominent Maryland attorney, is married to Georgia K. Angelos (“Mrs. Angelos”). They were married in 1966. The couple has two adult sons, Louis F. Angelos (“Lou”) and John P. Angelos (“John”).

16. Lou is a member of the Maryland bar and, in the wake of Mr. Angelos’ declining health, has assumed leadership of The Law Offices of Peter G. Angelos, P.C.

17. Prior to Mr. Angelos’ disability, John had occupied the position of Executive Vice President of the Orioles. Contrary to the stated intentions of the family, as reflected in documents created subsequent to Mr. Angelos’ declining health, John appointed himself Chairman and CEO of the Baltimore Orioles.

B. Mr. Angelos Achieves Phenomenal Success In The Practice Of Law.

18. Peter Angelos grew up in Pittsburgh and East Baltimore, the son of a steelworker and bar and restaurant owner.

19. Mr. Angelos put himself through night school at the University of Baltimore School of Law where he graduated as class valedictorian in 1961. He soon afterward began a general law practice.

20. His cases ran the gamut from criminal matters to medical malpractice to labor disputes. He was known for his sharp intellect, his unerring recall, his unstinting work ethic and his fierce devotion and loyalty to his clients.

21. Among many other clients, Mr. Angelos represented the United Steelworkers locals and the Baltimore Building Trades Council, unions representing more than 30,000 employees at

Bethlehem Steel's Sparrows Point plant.

22. In the late 1970s, union leaders asked him to handle their asbestos-related workers' compensation claims. This led to the firm's representation of the workers in third-party claims against the manufacturers, distributors and installers of asbestos-containing products.

23. The Angelos firm soon had thousands of plaintiffs. One lawyer has described the undertaking as, "the equivalent of Dwight D. Eisenhower planning for D-Day."¹

24. The asbestos cases were consolidated in the late 1980s and early 1990s. Beginning in the early 1990s, Mr. Angelos secured multi-million-dollar settlements for thousands of plaintiffs. As a consequence, by the early 1990s, Mr. Angelos was a wealthy man.

25. The Angelos firm subsequently continued its enormous success by taking on a variety of other types of mass tort cases, including the successful representation of the State of Maryland in litigation against the tobacco industry.

C. Mr. Angelos Leads A Group Of Marylanders In The Acquisition Of The Baltimore Orioles.

26. In 1993, the Baltimore Orioles were owned by Eli Jacobs. In March of that year, Jacobs' creditors filed petitions in New York to force him into bankruptcy. One consequence of this was that the New York bankruptcy court scheduled an auction to sell the team.

27. Mr. Angelos had long been a civic-minded person who was thoroughly committed to the City of Baltimore. In 1959, while still in law school, he successfully ran for City Council and became the youngest person to serve on the Council. He worked for the passage of zoning, tax and civil rights bills. In 1963, Mr. Angelos ran for City Council president, losing to his friend

¹ See Danny Jacobs, *Angelos: First and Foremost a Lawyer*, THE DAILY RECORD (July 2, 2009).

Tommy D'Alesandro, III. In 1967, he ran for mayor, leading the city's first racially integrated ticket, losing again to Mr. D'Alesandro.

28. Mr. Angelos viewed the looming auction of the Orioles through that civic-minded lens. He feared that the auction of the team could result in Baltimore's loss of the Orioles, as had happened with the Baltimore Colts just nine years before, landing a devastating blow to the City of Baltimore.

29. To avert this calamity, he assembled a group of prominent investors with interests in Baltimore including, for example, Tom Clancy, Barry Levinson, Jim McKay and Pam Shriver, to bid in the auction.

30. On August 2, 1993, the Angelos group of investors prevailed in the auction and thereby secured the club from outside predation. Having assembled the group, and as its largest investor, Mr. Angelos served as the managing partner.

31. In October 1993, the sale was unanimously approved by the American League owners and the team was formally acquired by the Baltimore Orioles Limited Partnership.²

D. The Rift Between Mr. Angelos And His Son, John, And John's Complete Absence From The Orioles From 2009 to 2017.

32. In the years after his acquisition of the Orioles, Mr. Angelos gave both of his sons the opportunity to participate in the team's operation.

33. Beginning around 1995, John worked for the Orioles. During this same time, Lou was starting his legal career and he was involved in various matters involving the Orioles and

² BOLP's present roster of partners consists of: Peter Angelos, John Angelos, Louis Angelos, William Beatson, Jr., David Bernstein, Estate of Tom Clancy, Jack Dunn, IV, Wayne Gioioso, Wanda King, Marion I. and Henry J. Knott Foundation, Estate of John LaPorte, Jr., Barry Levinson, Harvey Meyerhoff, James Riepe, George Stamas, Pam Shriver and Alfred Tyler, Jr.

generally collaborated with John to address various issues at the ball club.

34. By 2000, John was serving as the Orioles' Executive Vice President of Business Operations. By 2002, Lou was serving as Vice President of Baltimore Orioles, Inc. ("BOI"), the general partner of the Baltimore Orioles Limited Partnership ("BOLP").

35. It was during this early period that a rift commenced between John and Mr. Angelos, a rift that grew more pronounced with the passage of time. Two things drove the rift.

36. First, all too often, John openly displayed his disregard for his father's prerogatives as the Managing Partner of the ball club.

37. Second, John never satisfied Mr. Angelos' desire that John become a member of the bar. Although John had attended the University of Baltimore Law School, he had not passed the bar.

38. Mr. Angelos firmly believed that, having attended law school, John should pass the bar. Mr. Angelos stressed that John would be better served if he attained what Mr. Angelos often referred to as "professional standing."

39. The importance of this to Mr. Angelos is illustrated by remarks he made about himself. When asked how he wanted to be remembered, Mr. Angelos was quoted as saying, "I'd insist [people] refer to me as a competent lawyer first." He continued, "The Orioles are strictly secondary."³

40. John's unwillingness to satisfy his father's expectations and John's disregard for his father's role as the Managing Partner of the ball club were the source of bitter, regular and

³ See Liz Farmer, *Angelos, The Authoritative O's Owner*, THE DAILY RECORD (July 2, 2009).

continuing conflict.

41. The conflict, though it varied in intensity, was continuous. It frequently resulted in John leaving the Orioles – often for long periods – and in Mrs. Angelos and Lou being thrust into the middle of the feuding duo.

42. The acrimony climaxed in 2009 over a disagreement about where to locate and build a long-term home for the Orioles spring training operations.

43. While there were various sites in Florida under consideration, John recommended that the Orioles consider potential sites in Arizona.

44. Mr. Angelos poured cold water on the idea, insisting that Orioles fans would be hard-pressed to travel across the country to attend Spring Training games.

45. As the two debated whether the Orioles should continue to pursue agreements with other cities including pursuing a deal in Arizona, or whether to focus on making a deal with Sarasota, John suddenly exploded in rage.

46. He then stormed out of the meeting to the astonishment of those present.

47. In the aftermath, he walked away from the Orioles completely. While he continued to have involvement in MASN,⁴ he would not return to the Orioles until 2017, on the eve of Mr. Angelos' sudden illness. An aging Mr. Angelos had requested his return.

48. Lou's role in the Orioles, on the other hand, grew. In 2013, Mr. Angelos asked Lou

⁴ The Mid-Atlantic Sports Network ("MASN") was created in 2005 as part of a Settlement Agreement negotiated between the Orioles and MLB. When MLB relocated the Montreal Expos to Washington, D.C., in 2004, Mr. Angelos objected that the move infringed on the Orioles' long-standing territory. To redress the significant economic harm to the Orioles, which was acknowledged by MLB, MLB agreed that the Orioles would have the right to air Nationals games as the majority partner of a newly created joint venture, a regional sports network to be known as MASN.

to assume regular duties with the Orioles. Lou was reluctant to do so, but Mr. Angelos stressed that he needed Lou at the ball club. From 2013 to 2016, Lou was essentially employed full-time at the Orioles.

49. John had a practice of sending his father lengthy, antagonistic screeds that Mr. Angelos referred to derisively as *manifestos*. During this period, he peppered his father with *manifestos* that only served to further the alienation between them.

E. Mr. Angelos' Illness And Subsequent Disability.

50. On or about October 13, 2017, Mr. Angelos collapsed due to the failure of his aortic valve.

51. Subsequent surgery repaired the valve and Mr. Angelos recovered quickly thereafter.

52. In the months that followed, however, Mr. Angelos' mental abilities began to deteriorate.

53. He returned to his law office on a single occasion in February 2018.

54. By June or July of 2018, it was determined that Mr. Angelos would not be returning to the practice of law. His extraordinary career had suddenly, and unfortunately, ended.

F. Mr. Angelos' Final Decisions Regarding The Future Of The Angelos Holdings.

55. In October 2017, Mr. Angelos took steps to guide and control the future management and ultimate disposition of his holdings.

56. Mr. Angelos retained counsel to prepare the necessary documents. For more than ten years prior to his illness, he had been represented by Moore & Van Allen based in Charlotte, North Carolina. Christopher J.C. Jones ("Jones") of that firm had been Mr. Angelos' attorney.

However, Mr. Angelos had grown dissatisfied with Jones' representation and had ended the relationship. He now turned to a new, local lawyer, Michael Stanley ("Stanley") of Wright Constable & Skeen for his estate planning.

57. Stanley prepared a revocable trust and a durable power of attorney. Mr. Angelos executed these documents on October 31, 2017.

58. A principal purpose of these documents was to ensure that Mr. Angelos' sons worked together in support of their mother, shared decision-making and enjoyed equal rights of inheritance. Mr. Angelos never intended that one son should wield control over his estate to the exclusion of his other son. The documents prepared by Stanley were designed to ensure that this never happened.

G. The General Power Of Attorney.

59. Mr. Angelos executed both a General Power of Attorney ("POA") and a Maryland Statutory Form Personal Financial Power of Attorney ("PFPOA"; collectively the "Powers of Attorney"). Exs. 1 & 2.

60. The Powers of Attorney appoint Mrs. Angelos as Mr. Angelos' attorney-in-fact. POA ¶ 1.01; PFPOA at p. 1. The POA further provides that if Mrs. Angelos "for any reason shall fail to act or continue as my attorney-in-fact, I constitute and appoint my son, John Angelos and my son, Lou Angelos, acting jointly or separately, to act as my attorney-in-fact." POA ¶ 1.02.

61. Similarly, the PFPOA provides if "my agent is unable or unwilling to act for me, I name as my successor agents, to act jointly or separately, the following individuals: Name of Successor Agent: John P. Angelos, Louis Angelos." PFPOA at p. 2.

H. The Peter G. Angelos Revocable Trust U/A Dated October 31, 2017.

62. On October 31, 2017, Mr. Angelos also executed the Trust with himself as the Trustee. Ex. 3.

63. The Trust provides that its net income shall be paid in monthly or quarterly installments for Mr. Angelos' benefit until he or the Trustees direct otherwise. Revocable Trust Agreement ¶ 2.01. If the Trustees, in their "reasonable discretion," determine that Mr. Angelos is unable to manage his own affairs, the Trust Agreement directs that the Trustees "shall distribute so much of the net income and principal of the trust for the comfortable support, medical expenses, and general welfare of the Settlor or the Settlor's spouse as the Trustee determines to be in the best interest of the Settlor." The Trustees are to exercise their discretion "to accomplish the Settlor's purpose that the Settlor and the Settlor's spouse be well provided for during their joint lifetimes." Revocable Trust Agreement ¶ 2.03.

64. The Trust also provides that the Trustees "may distribute from time to time any part or all of the trust assets for the Settlor's comfortable support, medical expenses, and general welfare" and "may also use any part or all of the trust assets for any other purpose that the Trustee believes to be in the best interests of the Settlor, including any support or other legal obligations of the Settlor." Revocable Trust Agreement ¶ 2.02.

65. The Trust provides for the following distribution of power among the Trustees:

Except as otherwise provided herein, if, at any time, there are two Trustees serving as co-Trustees of any trust created by this Agreement, any action taken on behalf of the trust must be done by unanimous vote of the co-Trustees. However, if, at any time, there are three Trustees serving as co-Trustees of any trust created by this Agreement, any action taken on behalf of the trust shall be based on a majority decision of the co-Trustees. *Notwithstanding any other provision of this Agreement to the contrary, for so long as the Settlor's spouse, Georgia K. Angelos, is serving*

as a co-Trustee of any trust, she shall hold the “tie breaking vote,” so, that, in the absence of a unanimous decision among the co-Trustees that are then serving, any action taken on behalf of the trust shall be determined by the Settlor’s spouse, Georgia K. Angelos, even if her vote on a particular action represents a minority position among the co-Trustees of the trust. Revocable Trust Agreement ¶ 10.01(a) (emphasis added).

66. In the event of Mr. Angelos’ death, the Trust Agreement provides that it will be distributed to two Marital Trusts for the benefit of Mrs. Angelos and to his two sons, Lou and John. Revocable Trust Agreement. ¶¶ 3.01-3.07.

67. On August 9, 2019, Mr. Angelos ceased serving as Trustee and Mrs. Angelos, Lou and John were appointed as and accepted their appointments as successor co-Trustees of the Trust.

I. Haley And Jones Assist In The Family’s Transition.

68. By the middle of 2018, Mr. Angelos was no longer in a position to exercise any control over his holdings. It was left to his wife and sons, as his attorneys-in-fact and co-trustees, to administer these properties in accordance with the governing documents.

69. At this critical juncture, the family leaned heavily on Mike Haley.

70. Haley’s association with Mr. Angelos began in the early 1990s. At the time, Haley was an Ernst & Young CPA. Initially, he assisted the law firm with various matters, working out of the law firm’s office. In time, Mr. Angelos employed Haley directly. Haley became a key executive working on a wide array of law firm, Orioles and MASN matters. Haley also assisted the family with estate and tax planning.

71. Working so closely with Mr. Angelos for so many years, Haley had a well-honed appreciation for Mr. Angelos’ perspectives. Haley also possessed deep knowledge of both the finances and the operations of all of Mr. Angelos’ businesses and investments.

72. Haley commanded enormous respect among employees at the law firm, the Orioles,

and at MASN. They correctly viewed Haley as Mr. Angelos' key man and they valued his keen intellect and loyalty and commitment to Mr. Angelos and the family.

73. Throughout 2018, Lou and John met with Haley for the purpose of addressing all business matters in Mr. Angelos' absence.

74. Haley helped the family connect with attorney Chris Jones who they asked to assist with the transition. Haley had served as a key intermediary between Mr. Angelos and Jones and therefore he served as crucial link between the co-trustees and Jones.

75. At this time, Jones represented Mr. Angelos, Mrs. Angelos individually and as co-trustee and co-attorney-in-fact, John individually and as co-trustee and co-attorney-in-fact, Lou individually and as co-trustee and co-attorney-in-fact, and the family as whole. He may also have advised and represented BOI and BOLP. In time, as his allegiance shifted to John exclusively, his overlapping roles ripened into unaddressed, and unacknowledged, conflicts of interest.

76. On August 8, 2018, Chris Jones emailed Lou, John and Haley documents intended to formalize Lou and John's joint control of the Orioles. The draft documents included (1) Amended and Restated Bylaws of Baltimore Orioles, Inc., (2) Shareholder Resolution to Adopt Bylaws of Baltimore Orioles, Inc., (3) Shareholder Resolution to Elect Directors of Baltimore Orioles, Inc., and (4) Directors Resolution to Appoint Officers of Baltimore Orioles, Inc. The documents provided that John and Lou would be the two directors of Baltimore Orioles, Inc. The documents further provided that John would be President of BOI and that Lou would continue as Vice President, Secretary, and also serve as Treasurer.

77. Had this approach been placed into action, and sustained, Lou and John would have shared equally in shaping the direction of the family holdings subject, that is, to Mrs. Angelos'

stated priority of selling the team. John, however, was not prepared to share decision-making. He was finally back with the Orioles, his aging father having relented and requested his return in May or June of 2017. With Mr. Angelos unable to object, John reached out to seize and exercise the unfettered control long denied him. He began reversing his father's policies, operating in secret, and plotting his takeover of his father's estate.

J. John Angelos Begins To Seize, And Exercise, Unilateral Control.

78. Almost from the start of his father's disability, John subverted his father's intentions and acted unilaterally without advance disclosure to, or consultation with, Mrs. Angelos or Lou.

79. In the early summer of 2018, John met unilaterally with Ned Colletti, a former Dodgers General Manager and broadcaster. John did not consult with Lou and did not disclose his plan to meet with Colletti. The meeting created a swirl of speculation in the press when it was reported on June 15, 2018. No decision had been made as to whether the current EVP of baseball operations was to be retained making this meeting both ill-timed and ill-advised.

80. In June or July of 2018, John unilaterally hired John Vidalin as Chief Operating Officer for Business Operations. John neither consulted with Lou nor even disclosed this planned hire. To the contrary, without any advance notice, John informed Lou one morning that Vidalin was in town and he was meeting him at a lounge later that afternoon, a meeting that Lou assumed was intended to be the beginning of a job interview. When Lou arrived, he found that Vidalin's wife was also there, a decidedly atypical approach to a job interview. They later went to dinner and, at its conclusion, John told Lou that he could come by the ballpark, for what he implied was the continuation of the interview. Only later, Lou learned that John had already hired Vidalin.

81. As with many of John's ill-conceived, unilateral acts, the Vidalin hire fizzled. John refused to hand off responsibilities to Vidalin. Vidalin justifiably felt that he had been misled. In May of 2019, just eight months after being hired, he returned to his old job at the Miami Heat. This, too, garnered unfavorable press.

82. It was also in 2019 that John began taking steps to remove from the Orioles certain highly competent people who were liked and respected by Mr. Angelos and who were likely to oppose John's unilateral and ill-considered actions. One of the first individuals he targeted was Brady Anderson. Anderson was highly regarded by both Mr. and Mrs. Angelos, was universally acknowledged to be expert at his work and was a steadfastly loyal employee.

83. Anderson formerly played centerfield for the Orioles in the 1990s. Sometime around 2008 or 2009, he was brought in to assist the team. In 2012, he was formally named Special Assistant to the Executive Vice-President for Baseball Operations and in February 2013 he was promoted to Vice-President of Baseball Operations. Anderson was not only a highly successful ballplayer, he also had the unique ability to make the best of other highly talented athletes. Owing to his close relationship with Mr. Angelos, Anderson presented a threat to John because he possessed particular insight into how Mr. Angelos would want things done and how Mr. Angelos would view John's unilateral actions. Anderson would not allow himself to be one of John's yes-men.

84. In March 2019, at spring training, John unilaterally cut Brady Anderson's salary in half. He took the strength trainers hired by Anderson and sent them home. This was just the beginning of his efforts to force Anderson out – efforts that ultimately culminated in Anderson's termination.

85. In the summer of 2019, John also decided, unilaterally, to approach Haley about replacing Vidalin and making him Chief Operating Officer.

86. In time, John reassessed his approach to Haley when he realized Haley could not be co-opted. As he did with Anderson, John ultimately labeled Haley *persona non grata* and forced him out of the organization.

**K. Mrs. Angelos' Plan To Put The "Corporate House In Order"
And John's Counter-Measure To Avoid Accountability.**

87. Up until now, John had been acting unilaterally but without any coherent plan for seizing permanent and complete control. That was about to change.

88. On September 20, 2019, Mrs. Angelos called a meeting at her home. The meeting consisted of herself and her two sons. She said she wanted to discuss how things should proceed in the next six months. She had a legal pad with the points she wanted to make and she spoke for 30-45 minutes. Lou recalls that she had a plain agenda and it was apparent that her agenda stemmed from serious consideration.

89. Strikingly, Mrs. Angelos made a point of stating that she thought Brady Anderson had always done a good job and that Mr. Angelos believed the value of his contributions was significant – a direct rebuke of John's treatment of Anderson.

90. Mrs. Angelos went through the items on her agenda which included:

- Put the "Corporate House in Order";
- Arrange meeting with attorney Chris Jones; check his October availability;
- Get the Orioles out of Mr. Angelos' estate and into his revocable trust;

- Resume having regular meetings.

91. In late July 2019, the principal parties had met at the Orioles' offices. They discussed a plan that Chris Jones' had developed to put the "corporate house in order." The plan was designed to get the Angelos family out of the public eye as "managing" the Orioles. It called for the creation of a Board to which the Chief Operating Officers of both MASN and the Orioles would report. John would serve as the President and Lou would serve as the Vice President. The plan also called for transferring Mr. Angelos' interests in the Orioles into his revocable trust as a prelude to a sale.

92. Mrs. Angelos emphasized that she wanted to meet with Chris Jones as soon as possible and take all necessary steps for transferring Mr. Angelos' interest in the Orioles into his revocable trust and creating the Board to which the Chief Operating Officers of both the Orioles and MASN would report. Mrs. Angelos was anxious to implement this plan.

93. In reaction to Mrs. Angelos' meeting, John felt compelled to act. John knew that he could be easily outvoted on the Board contemplated by Mrs. Angelos. He would be unable to act unilaterally. Suddenly, he would be accountable.

94. Accordingly, on September 26, 2019, John sprang into action. Instead of the Board contemplated by Mrs. Angelos, John suddenly put into place a "Senior Leadership Team" – a team of yes-men completely beholden to him. This "Team," which was conspicuously devoid of family members, was the antithesis of, and transparently designed to obviate, the Board structure called for by Mrs. Angelos in the September 20, 2019 meeting.

95. The Senior Leadership Team was comprised of:

- John Angelos, Chairman and CEO

- Mike Elias, EVP and GM
- Mike Hoppes, CFO
- Greg Bader, SVP, Administration & Experience
- T.J. Brightman, SVP, Chief Revenue Officer
- Lisa Tolson, SVP, Human Resources
- Jennifer Grondahl, SVP, Communications

96. At the same time, John sent out a letter announcing himself as Chairman and CEO, an egregiously unilateral act by which he arrogated to himself roles held until then by the still living Mr. Angelos.

L. John Isolates, Controls And Intimidates Mrs. Angelos.

97. John knew that his control of the Orioles depended on his mother's acquiescence.

98. For that reason, in stepping up his efforts to exercise unquestioned authority over the Orioles, John controlled the information Mrs. Angelos received. He discouraged her from coming to the office, something she had done regularly in the past, to avoid the risk that she would learn things that contradicted what John had told her.

99. He fed her misinformation regarding both the team and Lou.

100. He harangued her over the telephone, angrily feeding her half-truths and outright fabrications that paralyzed her with confusion, fear and indecision.

101. To effectively neutralize Mrs. Angelos, however, John needed the active cooperation and assistance of Chris Jones. He set about obtaining it.

M. John Co-Opts Mr. Angelos' Former Attorney, Chris Jones.

102. In this period, as John shifted from unconnected unilateral acts to seizure of the Orioles' operation, John concentrated on surrounding himself with people loyal only to him. Increasingly, Anderson and Haley were losing influence and would soon be on the way out. Lou had been neutralized by John's refusal to share information with him. John realized that the implementation of his plan also required Chris Jones' utter loyalty. John knew how to acquire that.

103. John's wife, Margaret Valentine, a Nashville songwriter, owns and operates a music management company, Pound It Out Loud, LLC, which she formed in 2018. John and Margaret are both members of this company.

104. Chris Jones' daughter, Carter Jones, a.k.a. Carter Faith, is an aspiring singer and songwriter. Margaret Valentine has taken Carter under her wing and her company represents Carter Faith in the promotion of her career.

105. As a result of Jones' connection with John and Margaret, Carter sang for the Orioles in 2018 when she was a 17-year-old high school student looking to make a name for herself. She sang the national anthem and played a postgame concert. John also arranged for Carter to return for repeat performances at Oriole Park. The college student has had far more exposure as an artist through John and Margaret's efforts than she could have ever achieved purely on her own talents.

106. Predictably, as John did favors for Jones' daughter, Jones reciprocated. He ceased representing *all* of the trustees or *all* of Mr. Angelos' attorneys-in-fact. Without ever announcing a change in the relationship, or disclosing the conflict of interest created by John's promotion of Carter Jones' career, Jones silently shifted from group representation to the exclusive representation of John's interests.

107. As an added incentive, John rewarded Jones' law firm with additional business representing the interests of the Orioles.

108. Critically, Jones lobbied Mrs. Angelos on behalf of John's interests and John's program. Whenever Lou suggested to Mrs. Angelos that something was amiss, Jones was there to reinforce John's message and to neutralize Mrs. Angelos.

109. As a consequence, the key person Mr. Angelos had trusted to guide the management of his interests after he lost the ability to do it himself, was rendered feckless. Bewildered by John's misinformation and compromised by Jones' importuning, Mrs. Angelos was no longer capable of defending Mr. Angelos' plan.

N. John Pushes To Dismantle Or Dissolve The Law Offices Of Peter G. Angelos, P.C.

110. Beginning in 2019, John commenced a campaign to do away with Mr. Angelos' most significant achievement – The Law Offices of Peter G. Angelos, P.C. Given that Mr. Angelos wanted to be remembered as an effective lawyer first and foremost, and saw his role in the Orioles as “strictly secondary,” John's attacks on the law firm were a startling manifestation of his antipathy towards his father's legacy as a lawyer.

111. John attacked Lou, as the manager of the law firm, with wild charges of mismanagement and fiscal imprudence, complaints that sounded eerily similar to the outrageous charges that he had lobbed at Mr. Angelos in his “manifestos” while the senior Angelos was still competent.

112. On October 20, 2019, John wrote that he had “repeatedly tried to get your buy in regarding the unsustainability” of the law firm, and failing to obtain Lou's agreement, he uncompromisingly dictated that “the law firm must be in combination dissolved, spun off to others,

or/and purchased.” Lou knew that Mr. Angelos did not intend to see his firm impulsively and haphazardly dismantled, with little or no regard for clients or employees, and he did not accede to John’s demands.

113. In the following years, John continually badgered Lou for information. He repeatedly attempted to intervene, as a non-lawyer, in the management of law firm operations. Lou firmly resisted, as a requirement of professional ethics, John’s officious meddling.

114. When Lou resisted John’s incessant pressure, John raised the stakes.

115. On January 24, 2021, he ominously warned, “[d]o not make the wrong decision here, one that is completely avoidable and that will needlessly impact you into the future.”

116. Then, on February 19, 2021, he dramatically threatened to “move forward on Monday with a formal inquiry.”

117. Most incredibly, on March 24, 2021, purporting now to speak for his incompetent father, he warned, “you should expect that Mom and Dad will accept the recommendations ... *to remove you.*” Lou was the only family member licensed to practice law, and a law firm cannot be managed by non-lawyers, but this was not a concern to non-attorney John.

118. The message was plain: either Lou cooperated in John’s dismantlement of Mr. Angelos’ single greatest achievement, or John would push Lou aside and strip him of his law practice.

O. John Threatens Lou’s Inheritance.

119. At the same time that John was threatening Lou with regard to the law firm, he was also threatening him for standing in the way of his plans for the Orioles.

120. Things finally came to a head between John and Brady Anderson in October 2019.

John unilaterally and without consultation ordered General Manager Michael Elias to fire Anderson.

121. Lou could not believe his brother had fired someone so valuable to the team.

122. He called John, expressing his dismay, stating “this guy has been totally good to us.”

123. Anderson had not only had been very good to the Orioles, he had been good to the Angelos family and he was one of Mr. Angelos’ favored employees. He was unswervingly loyal to the Orioles and Mr. Angelos. John could not tolerate having anyone in the organization who would be loyal to anyone other than him.

124. A shouting match ensued and John told Lou, **“you better be careful, you better start thinking about your inheritance.”**

125. Lou responded, “you’re insane.”

126. For the first time, John had put it out in the open. If Lou did not fall into line, John would pressure Mrs. Angelos to alter the estate plan so as to deprive Lou of his inheritance.

127. This was not an idle threat. On August 9, 2019, the very day that Carter Faith (a.k.a Jones) was singing at Camden Yards, John’s newly co-opted attorney, Chris Jones, arranged for the Angelos brothers’ execution of a purported “First Amendment to Revocable Trust.” Ex. 4.

128. Lou’s understanding of the First Amendment was that it was needed to satisfy certain MLB requirements and that it also made it possible for Mrs. Angelos to create, as may be advisable for tax purposes, further trusts for Lou and John, or their descendants. Jones failed to highlight or explain that the First Amendment contains a “limited power of appointment” that purports to give Mrs. Angelos broad power to deviate from, and to effectively rewrite, Mr.

Angelos' estate plan – giving John the means to threaten Lou with the “nuclear option” of disinheritance if Lou resisted John’s machinations.

129. As a practical matter, neither the Powers of Attorney nor the Trust authorize Mr. Angelos’ agents to amend his Trust, a circumstance that Jones failed to bring to Lou’s attention. The First Amendment was therefore void *ab initio*. Nonetheless, under the terms of this purported Amendment, Mrs. Angelos appears to have the authority and she clearly believes that she has it. Moreover, John has orchestrated her use of the language as a sword against Lou, wielding the First Amendment as authority for her threat to disinherit Lou.

P. John Squeezes Mike Haley.

130. By now, John’s campaign against those loyal to his father was coming into focus. Anderson was out. Chris Jones had been co-opted and Mrs. Angelos had been neutralized. John now purported to speak for Mrs. Angelos. John increasingly pressured Mrs. Angelos into acquiescing in his decisions and he persuaded her to rebuff Lou’s legitimate concerns.

131. John had also marginalized Haley by not including him in the Senior Leadership Team. In November or December 2019, John stepped up his campaign to marginalize Haley by informing Mrs. Angelos that Haley was off the reservation.

132. Increasingly, John was at war with Haley.

133. On January 26, 2020, John emailed Haley with serious, and unwarranted, accusations of dereliction.

134. Haley responded the next day in an unusual email to John *and* Jones in which he directed pointed questions to Jones about the organization’s control, the nebulous and conflicting lines of authority under which he had operated since Mr. Angelos became disabled, and Haley’s

obligations to the co-trustees and Mr. Angelos. Without naming John, Haley essentially accused John of going rogue, acting without authority and without consulting others, and placing Haley in impossible conflicts among the family members.

135. When, in February or March of 2020, John set up a committee of three at MASN that was similar to the Senior Leadership Team at the Orioles, he conspicuously left Haley out.

136. Haley was the most appropriate person to put on the committee considering his long experience with MASN. The omission sent an unmistakable message. Instead of Haley, John appointed a loyal acolyte.

Q. As His Last Act, Haley's Outreach Generates Interest In A Favorable Sale.

137. At the same time that John was engaging in open war with Haley, Haley was actively striving to achieve Mrs. Angelos' top priority – a sale of the team.

138. By virtue of his reaching out, Haley met in January 2020 with persons representing certain interests regarding a potential deal.

139. As a result of that meeting, the Orioles learned that an excellent deal with a credible group of buyers was ripe for development.

140. An outright sale of the team prior to Mr. Angelos' death would have resulted in a sizeable tax hit. Haley had conceptualized a plan to achieve certain tax savings through a two-step sale of the team. Jones had refined Haley's plan and this group of buyers was receptive to structuring a sale to enable the Angelos family to realize significant tax savings.

141. However, soon after the Haley meeting, John "pooh-poohed" the discussions, stating that it was "not a process." Shortly afterwards, a group representative called Haley to report that a representative of MLB had met with the "Angelos family" and that "it's over." John had

apparently nixed any deal.

142. Remarkably, despite John's best efforts, interest in a deal did not die there. In April, the buyer group came back continuing to express interest in a deal.

143. Haley's May 1, 2020 memorandum summarized a call he had on that date with a buyer representative. The buyer representative informed Haley that he had received a follow-up call that week from two individuals in the buyer group to reiterate their interest in a purchase of the Orioles and MASN. The buyer representative said that he had already discussed this with a representative of MLB and MLB was still "on board." Haley concluded that, essentially, "we are back to where we left things after the January 17 meeting."

144. In May 2020, in response to the buyer group reaching out again regarding an acquisition, Mrs. Angelos tapped Attorney X to talk to her two sons. Mrs. Angelos essentially wanted Attorney X to mediate between her sons, to discuss with them the desirability of pursuing a deal. To that end, Attorney X conducted three conference calls.

145. The calls were futile. John hung up on the first and third calls. Although the three parties managed to get through the second call without John hanging up, the call was completely useless. John's approach to the calls was to grow quiet and remain unresponsive. A substantive airing of views never occurred.

146. Owing to John's recalcitrance, nothing came of the overture from the buyer group.

147. In June 2020, John removed Haley as the Tax Matters Partner.

148. On July 31, 2020, Haley invoked the termination provision in his contract and essentially claimed constructive discharge owing to the change of control occasioned by Mr. Angelos' illness and disability.

149. Haley warned Lou on his way out to be careful, because soon “you’ll need to go to John for your lunch money.”

R. John Tightens The Screws.

150. Throughout the remainder of 2020, John continued to operate in secret and with unchecked power.

151. He maintained relentless pressure on Mrs. Angelos. In August, Lou asked her why she allowed John’s abuse to continue, to which she replied, “he’ll go ballistic,” demonstrating what she feared by holding her cell phone far from her ear with an outstretched arm.

152. In late 2020, John removed Lou as an officer of BOI, an appointment made by Mr. Angelos personally more than 20 years before. Lou was not privy to this maneuver and only learned of it after the fact.

153. John also arranged for the accounting work of the Orioles, MASN and Mr. and Mrs. Angelos to be transferred from Klacik PC, with which they had a sustained relationship of many years, to Deloitte. Only the law firm accounting work, still subject to Lou’s control as head of the law firm, remained with Klacik. By this maneuver, John ensured that Lou would be kept in the dark about his machinations.

154. As if confirming John’s success in co-opting Jones, on September 11, 2020, Lou emailed Jones with pointed questions to which he received **no answer**:

From: Louis Angelos <langelos@lawpga.com>
Date: September 11, 2020 at 12:40:40 PM PDT
To: Chris Jones <chrisjones@mvalaw.com>, "Louis F. Angelos" <lfa34@me.com>
Subject: Re: Transfer of BOLP to Revocable Trust

Chris, on the 14th of June, I reached out to you via text message

* * *

Approximately a month later, I sent an email to you asking whether you had spoken to Mrs. Angelos regarding her continuing concerns that the LP interest still had not been transferred since she told me that she did not have a clear understanding as to whether you had submitted the forms or what exactly had been submitted. You **never replied to that email**

I ... ask[ed] you what became of the background check since that was the putative basis for John's year-long refusal to send in the forms, and I also asked you what changes, if any, had been made to the officers of BOI and whether you had discussed these changes with Mrs. Angelos directly. **You never replied.**

... I would like to ask whether at any time prior to our text correspondence in June, or at any point thereafter, **were you aware that John had advocated that I be removed as an officer of the managing entity**, and did you have specific discussions with him about this as well as the supposed basis for taking such an action? Additionally, **did you ever discuss this directly with Mrs. Angelos?** This is particularly significant since, as you know, I was appointed as an officer of the entity by my father almost twenty years ago, and in all prior discussions with you and all of the family members/trustees, as well as any and all related documents pertinent to those discussions, including but not limited to any existing Bylaws or amended Bylaws, Shareholder resolutions to elect Directors, and Directors resolutions to appoint Officers, etc. **it was contemplated that I would remain an officer of the entity.**

Regarding BOI, and further to discussions that [I] have had with Mrs. Angelos, **it is not clear to her or me whether has there been any change in the ownership of the outstanding shares of the entity.** Have any of the shares in BOI been transferred, and [if] so, to whom have they been transferred, and **did you discuss this directly with Mrs. Angelos?**

* * *

Louis Angelos

(Emphasis added).

155. Lou never received a response to these direct and pointed questions. John's isolation of Lou – John's illicit embargo on information – was complete.

156. On October 29, 2020, Mrs. Angelos, acting as Mr. Angelos' attorney-in-fact, transferred her husband's interest in the Orioles into his revocable trust. John misled Mrs. Angelos

into believing that he was working towards a sale of the team, telling her in February 2021 that a sale was only three to four months away. In fact, as his attorney subsequently acknowledged, at no time – then or since – has John conducted any discussions for the sale of the team.

157. After unilaterally removing Lou as an Orioles executive, John had one of his attorneys write to Lou on April 26, 2021 and lodge vague accusations of interference with the Orioles' affairs. Once again, the implication was plain. Either Lou would shut up, or John would sue him into submission.

158. Lou discussed this incident with his mother and insisted that the attorney's letter should be retracted, that he should be restored to his position as an executive with BOI and that he should be made Co-Chairman and CEO of the Orioles alongside his brother. This would right the ship and fulfill Mr. Angelos' intent. Mrs. Angelos, however, was so paralyzed by her fear of John and by John's steady supply of misinformation that she took no action to correct John's egregious acts.

159. Meanwhile, with Lou no longer serving as an executive at BOI, John has used his exclusive control over BOI to withhold the distributions to which Lou is entitled as a limited partner of BOLP.

S. John Transfers Mr. Angelos' Real Estate Into An Entity Solely Owned By A Trust Created For His Benefit.

160. In 2020 John displayed a newfound interest in a subject that had never before interested him – his father's real estate holdings.

161. On or about June 25, 2020, John's attorney, Chris Jones, surreptitiously formed JPA RE Properties, LLC ("JPA RE"), a Maryland limited liability company.

162. Although JPA RE was formed in Maryland, the invoices for JPA RE's insurance

are sent to a Tennessee residence which John owns.

163. JPA RE is owned principally by The Georgia K. Angelos Irrevocable Trust f/b/o John Angelos which has 99.50% Class B voting membership interest in the company.

164. John arranged for the transfer of significant real estate interests owned by Mr. Angelos into JPA RE. Mrs. Angelos, acting as Mr. Angelos' agent, and confused and mistaken about the significance of what she was doing, acquiesced and cooperated in the transfers.

165. The Angelos Properties transferred into JPA RE include:

- a. PGA Court Towers, LLC
210 W. Pennsylvania Avenue
Towson, MD 21204
- b. AGP Fitch Avenue, LLC
4418 Fitch Avenue
Baltimore, MD 21236
- c. AGP Fitch Avenue, LLC
4414 Fitch Avenue
Baltimore, MD 21236
- d. PGA Rossville, LLC
7960 Rossville Boulevard
Nottingham, MD 21236
- e. 1924 York Road, LLC
1924 York Road,
Timonium, MD 21093
- f. PGA Court Towers, LLC
200 W. Pennsylvania Avenue
Towson, MD 21204
- g. Artemis Texas, LLC
Lots 3, 4, 5 Texas Station
Timonium, MD
- h. 31 Saratoga Business Trust
31 W. Saratoga Street

Baltimore, MD 21201

- i. 222 North Charles Street Garage, LLC
222 N. Charles Street
Baltimore, MD 21201
- j. PGA Galloway Avenue, LLC
9840 York Road
Cockeysville, MD 21030
- k. 923-927 Eastern Avenue, LLC
925 Eastern Avenue
Baltimore, MD 21202
- l. 222 Holding, LLC
- m. 31 Saratoga Parking, LLC

166. Plaintiff alleges, on information and belief, that these properties have a value in excess of \$90 million. The property transfers were made without Lou's knowledge or consent. The transfers were not the subject of any communications among Mr. Angelos' attorneys-in-fact or co-trustees and were made surreptitiously.

167. Lou only learned of these events when he was speaking with an insurance broker at USI Insurance Services about certain coverages and the broker mentioned "the other entity," namely JPA RE.

168. Even more recently, Lou learned, through an inadvertent disclosure by John's counsel, that JPA RE is 99.5 % owned by Mrs. Angelos' Trust, a trust that Mrs. Angelos created for John's benefit.

169. When Lou first learned of the existence of JPA RE, he approached his mother to ask her what she knew about these transactions.

170. Mrs. Angelos was unclear about what had happened and could not give Lou the

details.

171. She did explain that *John* thought it was a good idea to *equalize* things by giving all of the real estate to John and the law firm to Lou.

172. Despite John's stated rationale, Mrs. Angelos was not able to state the respective values of the real estate in relation to the law firm and she has never given Lou any ownership interest in the law firm.

173. Moreover, John has threatened repeatedly to shut down and dissolve the law firm.

T. John's Attorney Seeks To Substitute John For Mrs. Angelos As Manager Of A New Entity Holding Mr. Angelos' Assets And Invents A Phony MLB Deadline To Pressure Lou Into Signing.

174. At the end of 2021, Lou was pressured to execute documents by the end of the year that threatened a significant change in the balance of power, a change that was completely contrary to Mr. Angelos' estate plan.

175. Throughout 2020 and 2021 John had been exercising virtually unchecked power over the Orioles, but he lacked a legitimate basis for doing so. Mr. Angelos' 2017 estate plan anticipated that his wife and sons would jointly manage the assets in his revocable trust as co-trustees. As a consequence, John had no legal basis for his exercise of unilateral control over the club. John had Jones prepare a plan to fix that "defect."

176. From the time Mr. Angelos became unable to continue as trustee, Jones represented the Trust, advising the co-trustees. During the course of that representation, Jones provided advice including, in part, flowcharts illustrating his recommended approach to estate and tax planning.

177. Essentially, under Jones' proposed plan, a new limited liability company would be formed into which a certain percentage of the Trust's assets would be placed. The company was

referred to in Jones' flow charts as "New LLC 1" and, consistent with Mr. Angelos' intentions, *Mrs. Angelos* was designated the manager of the new company.

178. Jones prepared revised documents in November 2021 that were designed to place significant control in *John's* hands.

179. Purporting to still represent the *entire* family, on November 27, 2021, Jones emailed several documents to Lou for signature. He made no effort to review the documents with Lou or to discuss their import.

180. When Lou inquired as to the purpose and urgency of the documents, he was told that the family would lose wealth transfer benefits if the documents were not signed by year end.

181. What was identified in previous flow charts as "New LLC 1" was now "AF Group Holdings, LLC." The planned manager of AF Group Holdings, LLC was *not* Mrs. Angelos, but instead, John.

182. Because Lou had had no discussions with Jones and had not been consulted about this new plan, he emailed Jones for clarification. Despite numerous requests for explanation, Jones failed to respond substantively. Instead, he became openly adverse to Lou, and on December 30, 2021, demanded Lou sign the documents which Jones had refused to explain, and threatened that, in the event he did not sign by the next day at noon, *Jones had advised Mrs. Angelos to redirect wealth away from Lou.*

183. In trying to understand and respond to Jones' demands, Lou reached out to his mother. Mrs. Angelos asserted that Jones failed to explain to her the changes he had made to his plan, that she had never read the documents provided by Jones, that Jones never provided her with a written summary, that Jones never sat down with her in person or even virtually to review the

documents, and that she has no understanding of why the new documents are inconsistent with her husband's expressed wishes.

184. Working at John's behest, without instruction from Mrs. Angelos, and without disclosure to Lou, his joint client and a co-trustee, Jones altered the documents and planning to make John the sole manager of AFGH. The proposed change marked a significant departure from Mr. Angelos' express wish that Mrs. Angelos should be in control during her lifetime and while she is capable and, should Mrs. Angelos be unable or unwilling to act, then Lou and John would jointly serve – with equal authority.

185. Under the proposed arrangement, after Mrs. Angelos' death or disability, John would have unrestricted and complete control. This is directly contrary to the plan Mr. Angelos put in place – a plan that required an equal division of control between his two sons.

186. On December 27, 2021, in a continuing effort to pressure Lou, Jones dishonestly wrote that “[y]our mother wants to make sure that you understand that the potential wealth transfer benefits outlined in the email below (approximately \$92.5M of wealth transfer and \$46.25M estate tax savings for you) will not be available in the future if you do not move forward with this transaction and it is not completed before the end of the year.”

187. Initially, Jones attempted to downplay the significance of the control that John would acquire through AFGH by suggesting that he would merely be managing the “day to day” affairs of the company. But in a December 28, 2021 email to Lou, Jones was forced to concede that the power was far greater. Under the proposed arrangement, John would have exclusive power over the sale of the company's assets – in other words, over the sale of the Orioles.

188. Stated plainly, John and Jones were attempting to rewrite Mr. Angelos' estate plan,

which provided for shared control and decision-making, and substitute for it a plan that gave John unfettered control. John and John alone would decide the club's fate. His fiat would dictate whether the club remained in Baltimore under the present ownership, whether it changed hands, or whether it was stealthily loaded into moving vans.

189. Lou did not succumb to the pressure and did not sign the documents before the end of the year.

190. As Lou learned, Mrs. Angelos herself did not understand the proposed plan and had been pressured by John to go along with it.

191. Mrs. Angelos confirmed to Lou that this decision to ignore Mr. Angelos' intentions was never discussed with her. John's unchecked control over AFGH was also never discussed with her. This plan was John's idea exclusively.

U. John Pressures His Mother To Threaten To Strip Lou Of His Inheritance.

192. In correspondence dated March 30, 2022, Lou, acting through counsel, made detailed requests for information as a co-trustee and co-agent. Neither Defendants nor their attorneys provided substantive responses.

193. In early April 2022, Lou's attorneys wrote to attorneys purporting to represent John and/or Mrs. Angelos. The letters asked for the disclosure of information to which Lou was entitled as a co-agent and co-trustee and as one of Mr. Angelos' two sons.

194. On April 6, 2022, Lou received the following text message from his mother:

Louis, I reread the letters and they made me very angry. Have the letters rescinded immediately. I do not want to talk about it any further. Pl text me when that has been done. Otherwise, I will be forced to begin to alter the trust to protect the wealth. As you know, I am meeting with lawyers this week.

195. Plaintiff alleges, upon information and belief, that Mrs. Angelos sent the foregoing

message solely due to John's influence and coercion.

196. Lou did not accede to his mother's demand. Mrs. Angelos has ceased communicating with Lou and her lawyers have instructed Lou not to communicate with his mother.

197. On April 27, 2022, Chris Jones sent a letter to the undersigned counsel for the Plaintiff. Confirming that John has been misleading his mother into believing that he has been working to achieve her goal of a sale of the Orioles, Jones wrote:

To date there have been no discussions or negotiations with any potential third-party purchasers regarding the potential sale of Baltimore Orioles Limited Partnership or MASN.

198. In short, John has been lying to his mother and Lou all along.

COUNT I

(Declaratory Judgment – Invalidity of 1st and 2nd Amendments to Revocable Trust)

199. Plaintiff incorporates by reference the allegations of paragraphs 1 through 198.

200. On August 9, 2019, John and Chris Jones successfully importuned Mrs. Angelos to execute a purported First Amendment to Peter G. Angelos Revocable Trust. Ex. 4. They again successfully importuned her to execute a purported Second Amendment to the Trust on October 29, 2020. Ex. 5.

201. In signing these instruments, Mrs. Angelos purported to act as Mr. Angelos' agent.

202. At the time that the First and Second Amendments to the Peter G. Angelos Revocable Trust were executed, Mr. Angelos was no longer competent to make, or change, any testamentary disposition of his property.

203. The Revocable Trust that he executed on October 31, 2017 is the last expression of his testamentary wishes prior to losing competence.

204. The Powers of Attorney do not grant Mrs. Angelos the power to make a will, to enter into a trust agreement in Mr. Angelos' name, or to amend an existing trust. Furthermore, the Trust does not authorize amendment by one acting as an agent.

205. By its terms, the First Amendment purports to authorize Mrs. Angelos to make distributions of Mr. Angelos' property that are completely inconsistent with the intent and express terms of his estate plan. Among other things, the First Amendment purports to grant Mrs. Angelos the power to completely disinherit Lou. It purports to grant her the power to rewrite Mr. Angelos' estate plan.

206. By its terms, the Second Amendment purports to limit the ability of a court to remove a trustee serving as a "MLB control person," without Major League Baseball ("MLB") approval.

207. The First and Second Amendments are invalid, unauthorized and void *ab initio*.

208. In view of the Defendants' position that the First and Second Amendments are valid and enforceable and the Plaintiff's position that they are invalid, unauthorized and void *ab initio*, an actual controversy exists between Plaintiff and the Defendants.

209. Plaintiff further states that antagonistic claims are presented indicating the likelihood of imminent and inevitable litigation.

210. A declaratory judgment would serve to terminate uncertainty and would terminate the controversy giving rise to this cause.

211. A declaratory judgment would also afford certainty to third parties having business with the Trustees of the Revocable Trust.

212. There exists a justiciable controversy between Plaintiff and the Defendants.

213. Accordingly, Plaintiff is entitled to a declaratory judgment under Title 3, Subtitle 4 of the Maryland Uniform Declaratory Judgment Act, Courts and Judicial Proceedings Article, §§ 3-401 through 3-415, and in particular, Sections 3-406, 3-408 and 3-409.

WHEREFORE, Plaintiff prays:

A. That this Court determine and adjudicate the rights of the parties under the First and Second Amendments to the Revocable Trust, and declare as follows:

(1) That the First Amendment to Peter G. Angelos Revocable Trust dated August 9, 2019 is invalid, unauthorized and void *ab initio*;

(2) That the Second Amendment to Peter G. Angelos Revocable Trust dated October 29, 2020 is invalid, unauthorized and void *ab initio*;

B. That the Court award Plaintiff costs of these proceedings and award reasonable attorney's fees;

C. That this Court order a speedy hearing of this action and advance it on the calendar as permitted by Section 3-409(e) of the Maryland Code Annotated, Courts and Judicial Proceedings Article; and

D. That this Court award such other and further relief as the nature of this cause may require.

COUNT II

(Intentional Interference with Inheritance – As to John P. Angelos)

214. Plaintiff incorporates by reference the allegations of paragraphs 1 through 198.

215. Lou had a reasonable expectation of receiving an inheritance from Mr. Angelos as one of his two sons and a beneficiary of his estate.

216. John has committed intentional and independent legal wrongs that have reduced the value of the inheritance that Lou would have otherwise received.

217. At a minimum, millions of dollars in real estate that should have been placed in the revocable trust, have been placed in a company for John's benefit.

218. The Defendant's purpose was to interfere with the Lou's expectancy, to punish him for his unwillingness to capitulate to John's plans and for his insistence that information be shared with him as Mr. Angelos' co-trustee and co-agent.

219. The Defendant's conduct caused the expectancy to fail and Lou suffered injury as a result.

WHEREFORE, Plaintiff, pursuant to Maryland Rule 2-305, demands judgment against John P. Angelos individually for compensatory damages in excess of \$75,000, plus interest and costs.

COUNT III

(Constructive Fraud)

220. Plaintiff incorporates by reference the allegations of paragraphs 1 through 198.

221. Defendants, as co-trustees and co-agents, are in fiduciary relationship with Plaintiff as a beneficiary of the Trust estate.

222. In all matters relating to the Trust property, Defendants had a duty to respect Mr. Angelos' estate plan and to place his interest and Plaintiff's interests above their own.

223. As fiduciaries, the Defendants owed Plaintiff the duties of utmost loyalty, good faith and honesty.

224. Using the powers granted to Mrs. Angelos under the October 17, 2017 Power of

Attorney, Defendants surreptitiously transferred Mr. Angelos' real estate interests into an entity, JPA RE, principally owned by a trust that Mrs. Angelos created for John's benefit.

225. Mr. Angelos intended that his sons would share equally in these assets. The transfer of these assets into JPA RE interferes with, and subverts, Mr. Angelos' clearly expressed intent.

226. Defendants breached their fiduciary duties by, *inter alia*, the following wrongful acts:

- (a) diverting assets having a value in excess of \$90 million, intended by Mr. Angelos to be placed in his revocable trust, to JPA RE Properties, LLC;
- (b) diverting assets surreptitiously and without full disclosure to Lou;
- (c) engaging in self-dealing.

227. John personally benefitted from these acts at the Plaintiff's expense.

228. John has been unjustly enriched by the multiple breaches of fiduciary duties alleged above.

229. As a result of Defendants' breaches of their fiduciary duties, Plaintiff sustained substantial damages.

WHEREFORE, Plaintiff, requests that this Court enter an order:

- A. Setting aside the deeds transferring properties to JPA RE Properties, LLC;
- B. Charging upon Defendants a constructive trust, for the benefit of the Peter G. Angelos Revocable Trust, over the assets transferred to JPA RE Properties, LLC;
- C. Ordering Defendants as constructive trustees to convey to the Peter G. Angelos Revocable Trust all of the right, title and interest in the assets transferred to JPA RE Properties, LLC;

D. Awarding such other and further relief as this Court deems proper.

COUNT IV

(Accounting and Revocation of Appointment of Co-Agents Under Power of Attorney)

230. Plaintiff incorporates by reference the allegations of paragraphs 1 through 198.

231. Using the powers granted to Mrs. Angelos under the October 17, 2017 Power of Attorney, Defendants surreptitiously transferred Mr. Angelos' real estate interests into an entity, JPA RE, principally owned by a trust that Mrs. Angelos created for John's benefit.

232. Mr. Angelos intended that his sons would share equally in these assets. The transfer of these assets into JPA RE interferes with, and subverts, Mr. Angelos' clearly expressed intent.

233. Plaintiff further alleges on information and belief that Mrs. Angelos has taken additional actions as Mr. Angelos' attorney-in-fact.

234. As co-agents, Defendants are under a legal and fiduciary duty to account for the transactions that occur pursuant to their agency. This includes, but is not limited to, transactions that are contrary to Mr. Angelos' intentions or the interests of all beneficiaries.

235. Md. Code Ann., Est & Trusts § 17-102 provides that within 30 days of receipt of a request of a fiduciary acting for a principal an agent shall provide an accounting of receipts, disbursements, or transactions conducted on behalf of the principal.

236. On March 30, 2022, Lou requested an accounting pursuant to the statute.

237. Defendants responded by instructing Lou to withdraw his request for an accounting or face disinheritance.

238. Defendants threatened Lou in this manner to conceal John's surreptitious transfer of the real estate into the trust created for his benefit.

239. As of the filing of this suit, and despite demand, Mr. Angelos' co-agents have failed to make a full accounting as required by the statute.

240. The failure to provide this information is a violation of § 17-102 and of the Defendants' fiduciary duties.

241. Mr. Angelos' co-agents have breached their fiduciary duties and demonstrated their unfitness by using their powers to secretly transfer significant assets contrary to Mr. Angelos' estate plan and by failing to account pursuant to the statute.

242. Mr. Angelos is no longer competent to discharge his co-agents for their failure to properly fulfill their fiduciary duties.

243. Plaintiff respectfully submits that this Court must, standing in the shoes of the incompetent Mr. Angelos, remove his co-agents to avert further injury to his interests.

WHEREFORE, Plaintiff demands:

A. That this Court order Defendants to render a complete accounting of receipts, disbursements, or transactions conducted on behalf of the principal within sixty days;

B. That this Court order that the appointment of the co-agents, John P. Angelos and Georgia K. Angelos, be revoked;

C. That this Court impose a constructive trust on all of the real estate improperly transferred to JPA RE Properties, LLC and that the Court further order that the Defendants cooperate in the rescission or unwinding of those transfers;

D. That this Court grant Plaintiff such other and further relief as may be just and equitable.

COUNT V

(Preliminary and Permanent Injunction)

244. Plaintiff incorporates by reference the allegations of paragraphs 1 through 198.

245. As alleged above, Defendants have been engaged in *ultra vires* acts that are contrary to Mr. Angelos' intent and not in the best interests of all beneficiaries. Left unrestrained, they will continue such acts until such time as the damage is complete and irremediable.

246. The current and threatened continuing interference with The Law Offices of Peter G. Angelos, P.C. by non-lawyer John Angelos would, if continued, jeopardize the professional independence of the law firm and the discharge of its obligations to clients and others.

247. The current and threatened continuing usurpation of control by John Angelos in matters involving the Orioles, in derogation of the terms of the Trust and Mr. Angelos' clearly articulated intent, would, if continued, completely undermine the intent of the settlor, Mr. Angelos, a disabled senior citizen who is no longer capable of voicing his objections.

248. If Mr. Angelos could speak to this situation, he would vociferously reject any effort by an adult child presuming to override his will. Mr. Angelos' infirmity requires this Court to act where he cannot.

249. Consequently, Defendants must be enjoined from conducting further business as co-trustees including, but not limited to:

- (a) Enjoined from interfering with or purporting to manage the operations of The Law Offices of Peter G. Angelos, P.C.;
- (b) Enjoined from conducting negotiations for the sale of the Baltimore Orioles or of MASN or both;

- (c) Enjoined from taking any actions to alienate, transfer, sell, convey, pledge, hypothecate, lease or otherwise dispose of or encumber property belonging to the Trust;
- (d) Enjoined from taking any actions to strip Plaintiff of power, influence or control over Trust property; and
- (e) Enjoined from taking any actions whatsoever with respect to Trust property pending the resolution of this litigation;
- (f) Enjoined from taking any actions to alienate, transfer, sell, convey, pledge, hypothecate, lease or otherwise dispose of or encumber property belonging to Peter G. Angelos outside of trust.

250. There exists a strong likelihood that Plaintiff will succeed on the merits.

251. Unless Defendants are restrained by this Court, Plaintiff will suffer immediate, substantial and irreparable injury.

252. The benefit to Plaintiff in obtaining the injunction outweighs any potential harm to Defendants.

253. The public interest is best served by granting the injunction.

WHEREFORE, Plaintiff requests:

- A. That this Court enter a preliminary injunction:
 - (1) Enjoining and restraining Defendants from interfering with or purporting to manage the operations of The Law Offices of Peter G. Angelos, P.C.;
 - (2) Enjoining and restraining Defendants from conducting negotiations for the sale of the Baltimore Orioles or of MASN or both;

- (3) Enjoining and restraining Defendants from taking any actions to alienate, transfer, sell, convey, pledge, hypothecate, lease or otherwise dispose of or encumber property belonging to the Trust;
- (4) Enjoining and restraining Defendants from taking any actions to strip Plaintiff of power, influence or control over Trust property; and
- (5) Enjoining and restraining Defendants from taking any actions whatsoever with respect to Trust property pending the resolution of this litigation;
- (6) Enjoined from taking any actions to alienate, transfer, sell, convey, pledge, hypothecate, lease or otherwise dispose of or encumber property belonging to Peter G. Angelos outside of trust.

B. That this Court enter a permanent injunction:

- (1) Enjoining and restraining Defendants from interfering with or purporting to manage the operations of The Law Offices of Peter G. Angelos, P.C.;
- (2) Enjoining and restraining Defendants from conducting negotiations for the sale of the Baltimore Orioles or of MASN or both;
- (3) Enjoining and restraining Defendants from taking any actions to alienate, transfer, sell, convey, pledge, hypothecate, lease or otherwise dispose of or encumber property belonging to the Trust;
- (4) Enjoining and restraining Defendants from taking any actions to strip Plaintiff of power, influence or control over Trust property; and
- (5) Enjoining and restraining Defendants from taking any actions whatsoever with respect to Trust property pending the resolution of this litigation;
- (6) Enjoined from taking any actions to alienate,

transfer, sell, convey, pledge, hypothecate, lease or otherwise dispose of or encumber property belonging to Peter G. Angelos outside of trust.

- C. That pursuant to Maryland Rule 15-505(b), this Court Order that a trial on the merits be advanced and consolidated with the preliminary injunction hearing;
- D. That Plaintiff be granted such other and further relief as this Court may deem just and proper.

ELECTION OF JURY TRIAL

Plaintiff elects trial by jury of all claims so triable.

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