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A Limited Liability Partnership

2 Including Professional Corporations

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Trustee of the Alex and Faye Spanos Family  
9 Trust, dated January 27, 1998, as amended  
and restated on June 28, 2007

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF LOS ANGELES

14 In re the

15 Alex and Faye Spanos Family Trust,  
dated January 27, 1998, as amended  
16 and restated on June 28, 2007

Case No. 21STPB03062

**PETITION FOR ORDERS  
INSTRUCTING CO-TRUSTEES TO  
MARKET AND SELL TRUST'S  
INTEREST IN THE LOS ANGELES  
CHARGERS AND TO EXERCISE  
"COME ALONG RIGHTS"  
PURSUANT TO CHARGERS  
FOOTBALL COMPANY, LLC  
OPERATING AGREEMENT**

**[PROB. CODE, §§ 17200, 1310(b)]**

Date:  
Time:  
Dept.:

1 Pursuant to Probate Code section 17200, Dea Spanos Berberian (“**Petitioner**”), as  
2 co-trustee of the Alex and Faye Spanos Family Trust, dated January 27, 1998, as amended  
3 on December 8, 2003, December 4, 2006, January 19, 2007, and as amended and restated  
4 on June 28, 2007 (the “**Trust**”), respectfully petitions this Court for instructions as set  
5 forth below and based upon the allegations hereof:

6 **I. TRUST’S BLEAK FINANCIAL PICTURE COMPELS CONCLUSION**  
7 **THAT ITS INTEREST IN THE CHARGERS MUST BE SOLD**

8 1. This Court should instruct Petitioner and her brother, Dean A. Spanos  
9 (“**Dean**”) (individually a “**Co-Trustee**,” and collectively, the “**Co-Trustees**”), as the two  
10 successor co-trustees of the Trust, to market and sell the Trust’s 100% interest in Chargers  
11 Enterprises, LLC (“**Chargers Enterprises**”), a California limited liability company, which  
12 owns a 36% interest (“**Trust’s Interest in the Chargers**”) in Chargers Football Company  
13 (“**Chargers Football**”), a California limited liability company. Chargers Football is the  
14 entity which owns and operates the “Los Angeles Chargers” (“**Chargers**” or the “**Team**”),  
15 a National Football League (“**NFL**”) franchise. In other words, through its ownership of  
16 Chargers Enterprises, the Trust owns a 36% interest in the Team. Petitioner further  
17 requests that the Court instruct the Co-Trustees to exercise their “come along” rights in  
18 order to compel the marketing and ultimate sale of 97% of the Team.

19 2. A sale of the Trust’s Interest in the Chargers is necessary. The Trust’s debts  
20 and expenses exceed **\$353 million**, assuming that the IRS ultimately agrees with the  
21 valuation of assets and liabilities when it conducts its likely audit of the settlors’ estate tax  
22 returns. The Trust has virtually no income and no liquidity: its annual debt service and  
23 expenses currently exceeds income **by more than \$11 million**.

24 3. The Co-Trustees have been covering the annual shortfall by borrowing more  
25 money, including borrowing from new banks to pay off older bank loans. While the Co-  
26 Trustees are failing to carry out their fiduciary duties of paying off debts and expenses—  
27 instead borrowing increasingly more—they are also unable to carry out their duties to pay  
28

1 over \$22 million in charitable pledges made by the settlors, or to make distributions to  
2 beneficiaries.

3 4. All of these problems could be solved by selling the Trust's Interest in the  
4 Chargers. It is the only candidate for solving the problems, because the Trust's Interest in  
5 the Chargers comprises at least 83% of the assets of the Trust.

6 5. If this situation is allowed to continue there is an even more dangerous  
7 problem. The banks which hold this debt may have the right to put the loans in default if  
8 they become uncomfortable with the financial condition of the borrower, or the security.  
9 The problem is even worse, because the Trust not only has its own mounting debt burden,  
10 but the Trust also guarantees 100% of the \$80 million debt owed by The Spanos  
11 Corporation<sup>1</sup> to certain banks. It guarantees 100% even though the Trust owns only an 8%  
12 interest in The Spanos Corporation. If the banks were to put the loans in default, that  
13 would have significant negative impacts on The Spanos Corporation's business. The  
14 longer this problem continues and indeed worsens, the greater the risk the banks could take  
15 such actions. Creating liquidity now will solve those problems once and for all.

16 6. Meanwhile, the Trust is liable for over \$22 million pledged to charities by  
17 the settlors that remains unsatisfied, without liquidity to pay the charities anytime soon, or  
18 a plan in place to satisfy these obligations. Any one of these institutions could take actions  
19 that would be costly to the Trust. Every day that passes increases the risks that the  
20 charitable beneficiaries and the Spanos family legacy will suffer irreparable financial and  
21 reputational damage.

22 7. Dean refuses to consider a sale of the Trust's Interest of the Chargers,  
23 insisting that the Co-Trustees continue to borrow more and more, and to force the charities  
24 and the beneficiaries to wait for years and to "hope" while Dean speculates further on a  
25 football team. Dean has failed to present any plan to address the Trust's bleak financial  
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27 \_\_\_\_\_  
28 <sup>1</sup> This entity is the Spanos's main operating company for building and selling multifamily  
projects.

1 picture, because there is no other plan than the one urged by Petitioner. Dean simply  
2 refuses to discuss it. When Petitioner suggested they retain an independent firm to assess  
3 the situation and develop a plan, Dean refused. His plan is hope. But hope is not a  
4 strategy and it ignores the Co-Trustees' fiduciary duties to the beneficiaries.

5 8. Dean will likely contend that if he is only allowed to use his position as a  
6 Co-Trustee to be a speculator (forcing Petitioner along despite their personal liability as  
7 trustees), to double and triple down on bad decisions of the past, he can turn things around  
8 because there are positive developments at the NFL level that should benefit the Chargers  
9 as well. He also has support from other family members and beneficiaries (though not all).  
10 But this is not the job of trustees of a trust, and moreover, any buyer of an NFL franchise,  
11 which is a rare trophy asset, knows how to account for the positive developments Dean  
12 cites in order to be the top bidder for the Team.

13 9. Petitioner believes the time is ripe for the Co-Trustees to sell the Trust's  
14 Interest in the Chargers. An interest in a sports team is a trophy asset, appealing to the  
15 elite few who can afford it and who will pay a premium to say they are an owner of a  
16 professional football team. They are rarely available for sale, and the price a buyer is  
17 willing to pay is often not dictated by any economic metric. This is perhaps best  
18 evidenced by the 2014 unprecedented \$2 billion sale of the Los Angeles Clippers to former  
19 Microsoft CEO, Steve Ballmer. (*See Sterling v. Sterling* (2015) 242 Cal.App.4th 185.)

20 10. Recent headlines reveal that billionaire Daniel Snyder is buying out his  
21 minority owners of a 40.5% interest in the Washington football team for \$875 million.<sup>2</sup> It  
22 is widely reported that Amazon founder and former CEO, Jeff Bezos, is interested in  
23 becoming an NFL owner, and with the Washington football team being sold to Snyder—  
24 something that was reportedly of interest to Bezos—the Chargers could be a perfect  
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26 <sup>2</sup> (John Keim, *NFL clears way for Daniel Snyder to buy out Washington Football Team's*  
27 *other owners* (March 24, 2021), ESPN  
28 <[https://www.espn.com/nfl/story/\\_/id/31127427/nfl-clears-way-daniel-snyder-buy-washington-football-team-owners](https://www.espn.com/nfl/story/_/id/31127427/nfl-clears-way-daniel-snyder-buy-washington-football-team-owners)>.)

1 opportunity.<sup>3</sup> Moreover, the NFL has very recently finalized major new media deals,  
2 which Petitioner is informed and believes will certainly attract potential buyers. As of  
3 March 18, 2021, the NFL finalized eleven-year media rights agreements, which will run  
4 through 2033 and could be worth over \$100 billion.<sup>4</sup> On information and belief, these  
5 lucrative new media deals may entice potential buyers for the Chargers because NFL  
6 teams share equally in the media revenue.

7 11. The Trust's Interest in the Chargers must be sold so that debts can be  
8 discharged, the hemorrhaging can stop, the speculation and risk can be eliminated, and the  
9 beneficiaries can actually enjoy the benefit of their inheritance as the settlors intended.

10 12. Meanwhile, this entire dispute is in reality just a timing issue. As discussed  
11 below, Dean has already irrevocably agreed in writing that he will retain investment  
12 bankers to pursue a sale of the entire Team less than four years from now. Thus, in light of  
13 the dire circumstances of this Trust, where waiting is not an option, the clear conclusion is  
14 that this timetable should simply be moved up. That should and must happen now. In fact,  
15 the Co-Trustees should exercise their "come along" rights (discussed below) to sell nearly  
16 the entire Team now. There is no economic justification to refuse to do so, and the ever  
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19 <sup>3</sup> (A.J. Perez, *Jeff Bezos Linked to Washington Football Team Sales Talk* (February 22,  
20 2021) FOS Exclusive <[https://frontofficesports.com/jeff-bezos-washington-football-team/?utm\\_medium=email&utm\\_campaign=FOS%20PM%20Bezos%20Linked%20to%20WFT%20Sales%20Talk&utm\\_content=FOS%20PM%20Bezos%20Linked%20to%20WFT%20Sales%20Talk+CID\\_35b776977dae3e13a27e1f61ac3d89be&utm\\_source=FOS%20Daily%20Newsletter&utm\\_term=according%20to](https://frontofficesports.com/jeff-bezos-washington-football-team/?utm_medium=email&utm_campaign=FOS%20PM%20Bezos%20Linked%20to%20WFT%20Sales%20Talk&utm_content=FOS%20PM%20Bezos%20Linked%20to%20WFT%20Sales%20Talk+CID_35b776977dae3e13a27e1f61ac3d89be&utm_source=FOS%20Daily%20Newsletter&utm_term=according%20to)>.)  
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23 <sup>4</sup> Though the NFL has yet to confirm the total amount of the completed deals, the new  
24 agreements renewed the NFL's TV rights with all of its existing broadcast partners, such  
25 as ViacomCBS, Fox, Comcast (which owns NBCUniversal), and Disney (which owns  
26 ESPN and ABC), and also added Amazon Prime Video as an exclusive partner for its  
27 Thursday Night Football package. For example, NBCUniversal paid \$1.1 billion annually  
28 for its previous package and will now pay about \$2 billion, and "Amazon is paying about  
\$1 billion per year." (Alex Sherman and Jabari Young, *NFL finalizes new 11-year media  
rights deal, Amazon gets exclusive Thursday Night rights* (March 18, 2021) CNBC  
<<https://www.cnbc.com/2021/03/18/nfl-media-rights-deal-2023-2033-amazon-gets-exclusive-thursday-night.html>>.)

1 mounting debts that impair the administration and distribution of this Trust make clear  
2 there is no legal justification for continuing to operate the Trust like a Faustian bargain.

3 13. Petitioner attempted numerous times and numerous ways, including by  
4 requesting and participating in a mediation with a retired presiding probate judge of the  
5 Los Angeles Superior Court that failed, to resolve this dispute short of litigation.  
6 Unfortunately, seeking instructions from the Court is the only option left.

7 **II. STANDING, JURISDICTION, VENUE & AUTHORITY**

8 14. **Standing.** Petitioner is a Co-trustee of the Trust and therefore has standing  
9 to bring this Petition under Probate Code section 17200.

10 15. **Jurisdiction and Venue.** The principal place of administration of the Trust  
11 is in California, therefore this Court has jurisdiction over the Trust pursuant to Probate  
12 Code sections 17003, and 17004. Having jurisdiction over the Trust, this Court has  
13 exclusive jurisdiction of this proceeding because it concerns the internal affairs of the  
14 Trust. (Prob. Code, § 17000, subd. (a).) Venue in Los Angeles County is proper under  
15 Probate Code sections 17002, subdivision (a), and 17005, subdivision (a)(1), because the  
16 day-to-day activities of the Trust is carried out by Petitioner, as a Co-Trustee, through her  
17 above-captioned counsel as her representatives, in Los Angeles County.

18 16. **Legal Authority.** The Probate Code authorizes a trustee to seek instructions  
19 from the Court concerning the internal affairs of the Trust. (Prob. Code, § 17002, subd.  
20 (b)(6).) Under Probate Code section 16000, a trustee has a duty to “administer the trust  
21 according to the trust instrument...” (Prob. Code, § 16000.) Where a trust has more than  
22 one trustee, each has a duty to participate in the administration of the trust and to take  
23 reasonable steps to prevent a co-trustee from committing a breach of trust. (Prob. Code, §  
24 16013.) Thus, when one co-trustee anticipates continued action by another co-trustee that  
25 is contrary to the terms of the trust or in the best judgment of the co-trustee, it is  
26 appropriate for the concerned co-trustee to petition for instructions from the Court in order  
27 to prevent a co-trustee from committing a breach of trust. (See Prob. Code, § 17200, subd.  
28 (b)(6).) Should the Court grant this Petition, it should make its orders directing the Co-

1 Trustees to market and sell the Trust’s Interest in the Chargers and to exercise their “come  
2 along rights” pursuant to Probate Code section 1310, subdivision (b), to prevent injury or  
3 loss to the Trust estate, notwithstanding that an appeal may be taken, otherwise its orders  
4 would be futile given that a sale of the Trust’s Interest in the Chargers is inevitable, and  
5 time is of the essence to sell it now. (Prob. Code, § 1310, subd. (b).)

### 6 **III. ALLEGATIONS MATERIAL TO PETITION**

#### 7 **A. Family Background**

8 17. Alexander G. Spanos (“**Alex**”), the son of Greek immigrants, was an astute,  
9 self-made billionaire, who amassed considerable success as a prominent real estate  
10 developer, and gained notoriety as the majority owner of the then-San Diego, and now Los  
11 Angeles Chargers football team. In 1960, Alex founded A.G. Spanos Construction, Inc.  
12 which grew to become one of the largest real estate developers in the country for multi-  
13 family housing. In the mid-1980s, Alex purchased a majority interest in Chargers  
14 Football, and eventually acquired 96% of the team. Alex was a generous philanthropist,  
15 donating millions to various causes including education, medicine, the arts, and politics.  
16 To the world Alex was a legendary businessman and part of an exclusive club of high-  
17 profile sports team owners. But to his family, Alex was “Papou,” the patriarch of the  
18 Spanos family, whose “greatest joy and source of pride was his family. His beloved wife  
19 Faye, his four children, his 15 grandchildren and his 12 great-grandchildren always came  
20 first.”<sup>5</sup>

21 18. Alex and his wife of 70 years, Faye Spanos (“**Faye**”) (together sometimes  
22 referred to as the “**Settlers**”), had four children: Petitioner, Dean, Alexandra Spanos Ruhl  
23 (“**Alexis**”), and Michael A. Spanos (“**Michael**”) (together, the “**Siblings**”). Alex and Faye  
24  
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26 <sup>5</sup> (*Spanos Family Statement on the Passing of Family Patriarch Alex Spanos* (Oct 09,  
27 2018) Chargers News <[https://www.chargers.com/news/spanos-family-statement-on-the-](https://www.chargers.com/news/spanos-family-statement-on-the-passing-of-family-patriarch-alex-spanos)  
28 [passing-of-family-patriarch-alex-spanos](https://www.chargers.com/news/spanos-family-statement-on-the-passing-of-family-patriarch-alex-spanos)>.)

1 died within two months of each other. Faye died on August 7, 2018 at 92 years old. Alex  
2 died on October 9, 2018 at 95 years old.

3 **B. The Estate Plan**

4 19. With the intent of putting their family first, the Settlers established the Alex  
5 and Faye Spanos Family Trust on January 27, 1998. They amended it on December 8,  
6 2003, December 4, 2006, and January 19, 2007, before fully amending and restating it on  
7 June 28, 2007. A true and correct copy of the operative Trust is attached hereto and  
8 incorporated herein by reference as **Exhibit 1**. The Trust named Faye, Petitioner, and  
9 Dean as co-trustees. (**Ex. 1** [Trust, § 10.1].) Petitioner and Dean have acted as the sole  
10 Co-Trustees since Faye's death in 2018.

11 20. During the Settlers' joint lifetimes, they were entitled to receive the net  
12 income from the Trust estate. (**Ex. 1** [Trust, § 5.1].) If the trustee(s) determined the net  
13 income was insufficient, the Settlers were entitled to receive principal of the community  
14 estate as necessary, in the trustee's discretion, for the Settlers' "proper health, pleasure, tax  
15 planning, support and maintenance." (*Id.* at § 5.2.) The Trust was fully revocable during  
16 the Settlers' joint lifetimes. (*Id.* at § 4.)

17 21. Because Alex died within 90 days of Faye, the Trust assets pass as though  
18 neither Settlor survived the other. (**Ex. 1** [Trust at § 20].) After certain specific bequests,  
19 the Co-Trustees are thus required to divide the residue into equal shares, one share for each  
20 of the Siblings, to be held in trust ("**Siblings' Trusts**"). (*Id.* at § 6.9(D)-(E).) Pursuant to  
21 Section 7.13 of the Trust, a Co-Trustee "may, in the Trustee's discretion, defer such  
22 distribution or division until six (6) months after the Settlor's death." (*Id.* at § 7.13.) In  
23 addition, the Co-Trustees have the power,

24 [t]o withhold from distribution, in the Trustee's discretion, at  
25 the time for distribution of any property in any trust without  
26 the payment of interest, all or any part of the property, if the  
27 Trustee determines, in the Trustee's discretion, that the  
28 property may be subject to conflicting claims, to tax  
deficiencies or to liabilities, contingent or otherwise.



(Ex. 1 [Trust at § 7.19].) For the reasons discussed below, the Co-Trustees still have neither divided the Trust assets nor funded the Siblings' Trusts.

22. Each Sibling's Trust is to be divided into a: (i) Generation Skipping Transfer Tax ("GST") Exempt and (ii) GST Non-exempt share. (Ex. 1 [Trust at § 6.9(E)(1)].) "[D]uring the child's lifetime [he or she shall receive] as much of the principal of that [Sibling's Trust] as the Trustee determines necessary to the proper health, education, maintenance or support of the child." (*Id.* at § 6.9(E)(4).) The Siblings and their living issue are entitled to income (subject to a ceiling<sup>6</sup>) from the GST Exempt trusts for health, education, support or maintenance as determined by an "Independent Trustee." (*Id.* at § 6.9(E)(2).) The Siblings are entitled to the greater of: (a) the net income of the Non-exempt Trust; or (b) "a unitrust amount from gains that would otherwise be allocated to principal of four percent (4%) of the net fair market value of the investment assets of the Nonexempt Trust..." A true and correct copy of the Order Granting Petition for Reformation and Modification of Trust Provision Due to Scrivener's Error is attached hereto and incorporated herein by reference as **Exhibit 2**.

### C. The Trust Assets

23. By far, the most valuable asset of the Trust is the Trust's Interest in the Chargers, comprising an approximate 83% of the asset base of the Trust, based upon estimated values as of September 30, 2020. The Trust also owns a 100% interest in A.G. Spanos Construction, Inc. ("**A.G. Spanos Construction**"), which together with the Trust's Interest in the Chargers, brings the total to 93%. With certain other fractional interests in entities related to A.G. Spanos Construction, the total is 95%. The remaining Trust assets include certain residential real property and tracts of undeveloped land, certain notes receivable from family members, cash and cash equivalents. Apart from the notes, none of

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<sup>6</sup> "...the discretionary distribution of income under this part (b) of subparagraph 2 shall be limited to the lesser of: (i) the full GST Exempt Trust if the GST exemption allocated to a child's trust is under \$5 million; or (ii) that percentage of the net income of the GST Exempt Trust equal to what \$5 million reflects to the initial funding value of the GST Exempt Trust." (Ex. 1 [Trust at § 6.9(E)(2)(b)].)

the Trust assets generates any income nor is there any expectation that they will at any time in the near or distant future.

**D. The Trust's Debt and Inability to Satisfy its Obligations**

24. As of September 30, 2020, the Trust had the following liabilities:

Liabilities	Amount
Accrued expenses	\$231,000
Estate tax payable	\$75,767,000
Advances from related entities and family	\$224,417,000
Long-term debt	\$30,173,000
Charitable pledges payable	\$22,500,000
<b>TOTAL LIABILITIES</b>	<b>\$353,088,000</b>

25. Debt specifically associated with the Trust's Interest in the Chargers is \$164,778,931 of the total amount of \$353,088,000.

26. The Trust's estimated income receipts for fiscal year 2020 were \$400,000. The estimated income disbursements for fiscal year 2020 were \$11,400,000. The Trust's estimated net loss (income disbursements in excess of income receipts) for 2020 was \$11,000,000.

27. Generally, it is estimated the Trust will suffer a net loss (income disbursements in excess of income receipts) of approximately \$11 million (or more) per year based on the following:

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<b>Estimated/Simplified Annual Income &amp; Disbursements</b>	<b>Amount</b>
Estimated Ongoing Income Receipts (excluding potential income from Spanos affiliated entities) <sup>7</sup>	\$400,000
Expenses (legal, accounting, etc. and subject to potential significant increase in the future)	(\$500,000)
Expenses (real estate held directly by trust – taxes, management, etc.)	(\$650,000)
Annual Debt Service (estimated interest payments)	(\$8,500,000)
Deferred Estate Tax (current interest only amount)	(\$1,750,000)
<b>Estimated Annual Shortfall</b>	<b>(\$11,000,000)</b>

28. Rather than seeking to monetize illiquid assets in order to pay debts and liabilities, and make distributions to beneficiaries, the Co-Trustees have principally been borrowing, including borrowing money from one bank to pay another. With an annual shortfall that exceeds \$11,000,000, the debt will just continue growing and the intended beneficiaries will not only fail to realize any benefit from their inheritance, but will continue to mortgage it away to the detriment of future generations. Meanwhile, the Trust is so heavily concentrated in owning a minority stake in a professional football team that beneficiaries have no choice but to depend almost solely on the rise or fall of the Team.

29. There is no prospect that the Trust will have improved cash flow in the future or anywhere near what would be needed to juggle its debts. It is likely the IRS will audit the estate tax returns. If the audit results in a greater estate tax, the Trust's unsustainable debt becomes only worse. In addition, long term debt held by third party banks matures shortly in the amounts of \$5,773,000 in fiscal year 2021, and \$24,400,000 in fiscal year 2022. Similarly, while they currently pay interest on estate taxes owed, the Co-Trustees

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<sup>7</sup> This amount consists primarily of interest receipts from promissory notes due from the Siblings with payment due in full on June 30, 2027.

1 will need to make principal payments of about \$7.8 million per year beginning in fiscal  
2 year 2024. Maintaining the *status quo* is not an option.

3 **E. Trust Provisions Relating to the Sale of Trust Assets**

4 30. As discussed below, the Trust authorizes the Co-Trustees to sell Trust assets.  
5 The Trust also contains certain provisions intended to limit the Co-Trustees' liability,  
6 including for retaining the Trust's Interest in the Chargers. But this Petition is not about  
7 what the consequences would be personally to the Co-Trustees for failing to act, or  
8 whether the Trust's Interest in the Chargers needs to be sold in order to diversify the Trust  
9 estate. This Petition is about whether the Court agrees with Petitioner that the Co-Trustees  
10 should act to protect the beneficiaries from these untenable circumstances because there is  
11 simply no other way to service the Trust's debts and expenses, or with Dean who wants  
12 nothing done so that he can control the Chargers without interference from a non-family  
13 owner who would be more demanding of accountability. As discussed above, this Court  
14 has the authority to resolve an impasse between co-trustees and to instruct trustees to take  
15 actions that are in the best interests of the beneficiaries. Petitioner asks for the Court's  
16 assistance to take actions she believes are critical to the protection of the beneficiaries and  
17 continued administration of this Trust.

18 **IV. LEGAL AUTHORITY**

19 **A. The Co-Trustees Have a Duty to Sell The Trust's Interest in the Chargers And**  
20 **Should be Instructed to Carry Out That Duty**

21 31. There is sentimental value to the Spanos family from owning the Chargers.  
22 It meant a lot to the Settlers, and to the family. But sentimentality is not the measure of  
23 fiduciary obligation. Petitioner understands her responsibility to the Settlers, to the Spanos  
24 family as beneficiaries, and to the charities that the Settlers also intended to benefit from  
25 their largesse. Retaining the Trust's Interest in the Chargers, notwithstanding  
26 sentimentality, violates the Co-Trustees' duty to administer the Trust according to the  
27 instrument under Probate Code section 16000, their duty to exercise reasonably their  
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1 discretion under Probate Code section 16080, and their duty to act “solely in the interest of  
2 the beneficiaries” under Probate Code section 16002.

3       32. Generally, trustees have a duty to administer the Trust according to the trust  
4 instrument and solely in the interests of the beneficiaries (Prob. Code, §§ 16000, 16002), to  
5 act impartially (Prob. Code, § 16003), to avoid conflicts of interest (Prob. Code, §§ 16004-  
6 16005), to preserve trust property and make trust property productive (Prob. Code, §§  
7 16006-16007), to act with care and to prudently invest trust assets (Prob. Code, §§ 16040,  
8 16045, *et seq.*), and to exercise their discretion reasonably (Prob. Code, § 16080). These  
9 statutory duties apply, except to the extent that the trust instrument lawfully provides  
10 otherwise. (Prob. Code, § 16000.) “A violation by the trustee of any duty that the trustee  
11 owes the beneficiary is a breach of trust.” (Prob. Code, § 16400.)

12       33. The Trust contains various provisions intended to relieve the Co-Trustees of  
13 the duty of diversification otherwise required by the Probate Code, and to immunize them  
14 from personal liability for failing to do so. Under the Trust, the Co-Trustees have the  
15 power:

16               To continue to hold any property, including shares of stock of  
17               the Trustee under this agreement, and to operate at the risk of  
18               the trust estate and not at the risk of Trustee, any property or  
19               business received or acquired under this trust, so long as the  
20               Trustee shall deem advisable...

21 (Ex. 1 [Trust at § 7.1].)

22       34. It also provides:

23               The Trustee is not compelled to sell assets or make acquisitions  
24               as may be otherwise required by the rule directing fiduciaries  
25               to diversify holdings provided that the decision as to the  
26               retention or disposition of assets is not made wilfully [*sic.*], in  
27               bad faith, and, in addition, in a manner that is contrary to the  
28               provisions of this trust.

(Ex. 1 [Trust at § 7.24(A)].)

1           35. With respect to the Chargers “components,”<sup>8</sup> the Trust attempts to “absolve”  
2 the Co-Trustees of liability to the fullest extent permitted by law. (**Ex. 1** [Trust at §  
3 7.24(D)(1)-(2)].) The Trust further purports to provide a “complete waiver under  
4 California Probate Law” of the Co-Trustees’ duties with respect to the Trust’s Interest in  
5 the Chargers. (*Id.* at § 7.24(D)(2)-(3).) Notwithstanding the foregoing, Probate Code  
6 section 16461 limits the extent to which a trust can purport to absolve trustees of liability.  
7 It provides:

8           (a) Except as provided in subdivision (b), (c), or (d), the trustee  
9 can be relieved of liability for breach of trust by provisions in  
10 the trust instrument.

11           **(b) A provision in the trust instrument is not effective to**  
12 **relieve the trustee of liability (1) for breach of trust**  
13 **committed intentionally, with gross negligence, in bad faith,**  
14 **or with reckless indifference to the interest of the**  
15 **beneficiary, or (2) for any profit that the trustee derives from**  
16 **a breach of trust.**

17 (Prob. Code, § 16461(b).) (Emphasis added.)

18 <sup>8</sup> Paragraph D of Section 7.24 of the Trust provides:

19           The term “components” with respect to the San Diego  
20 Chargers (which term is further defined in paragraph F of this  
21 section 7.24) refers to all divisions, subsidiaries, associations,  
22 assets, rights, title, interests, and property of whatever kind of  
nature (real or personal) that is directly or indirectly involved  
with the San Diego Chargers.

23 (**Ex. 1** [Trust at § 7.24(D)].) Paragraph F of Section 7.24 continues as follows:

24           Reference to the San Diego Chargers shall include but not be  
25 limited to Chargers Football Co., LLC; and Chargers  
26 Associates, LLC. and all subsidiaries, associations, affiliations,  
27 merged entities, transferees, partnerships, limited liability  
companies, corporations, franchises, divisions, assignees,  
successor and related entities that exist or may hereafter exist.

28 (**Ex. 1** [Trust at § 7.24(F)].)

1           36.     Although settlors may modify some statutory duties imposed upon trustees,  
2 the law does not permit a blanket waiver of all fiduciary duties because, in the absence of  
3 any duties, there would be no trust:

4                   “A trust is ‘a fiduciary relationship with respect to property,  
5                   subjecting the person by whom the title to the property is held  
6                   to equitable duties to deal with the property for the benefit of  
7                   another person, which arises as a result of a manifestation of  
8                   an intention to create it.’ (Rest.2d Trusts, § 2, p. 6.) ‘A trust is  
9                   created by a manifestation of intention of the settlor to create a  
                  trust, trust property, a lawful trust purpose, and an identifiable  
                  beneficiary.’ (*Chang v. Redding Bank of Commerce* (1994) 29  
                  Cal.App.4th 673, 684[, 35 Cal.Rptr.2d 64].)”

10 (*Presta v. Tepper* (2009) 179 Cal.App.4th 909, 914.)

11           37.     Further, the California Supreme Court has held that courts may override trust  
12 provisions when it is shown that it is necessary to prevent loss or destruction of trust  
13 property. (*Adams v. Cook* (1940) 15 Cal.2d 352.) The California Supreme Court  
14 explained,

15                   **That a court of equity has the power to change the method**  
16                   **of administering a trust estate, when it is shown that such**  
17                   **a change is necessary to prevent loss or destruction of the**  
18                   **trust property, is well settled by the authorities.** Pennington  
19                   v. Metropolitan Museum of Art, 65 N.J.Eq. 11, 55 A. 468; 65  
20                   Corpus Juris 792; In re Pulitzer’s Estate, 139 Misc. 575, 249  
21                   N.Y.S. 87; Mertz v. Guaranty Trust Co., 247 N.Y. 137, 159  
22                   N.E. 888, 57 A.L.R. 1114.

23                   In the Pulitzer Estate, the deceased had by his will created a  
24                   trust whereby there had been delivered to trustees large issues  
25                   of stock in two publishing corporations, with directions to his  
26                   trustees to hold the stock and pay the dividends to his children,  
27                   the trust to continue during the lives of his two youngest sons,  
28                   and, upon their death, the testator directed that said stock  
                  should be divided under varying conditions. **No provision was**  
                  **made in the testator’s will for a sale of the stock in any**  
                  **manner or under any conditions. After the death of the**  
                  **testator and during the lives of his two younger sons, an**  
                  **application was made to the court for an order authorizing**  
                  **the trustees to sell the stock in one of said publishing**  
                  **corporations on the ground that the said publication had**

1 during a number of years prior to said application been  
2 conducted at a loss and that the same condition prevailed  
3 at the time said application was before the court. After an  
4 extended review of the authorities, the court held that it  
5 had the power to authorize the sale of said stock, although  
6 there was no express power given in the testator's will,  
7 empowering his trustees to make said sale.

8 (*Id.* at 358-359.) (Emphasis added.)

9 38. The Trust also provides that the Trust's Interest in the Chargers:

10 SHALL BE GOVERNED BY CALIFORNIA  
11 CORPORATIONS CODE REQUIREMENTS, IN THE SAME  
12 MANNER AS THOUGH THE INTEREST IN THE SAN  
13 DIEGO CHARGERS WERE OWNED BY A NON-TRUSTEE.

14 (Ex. 1 [Trust at § 7.24(D)(2)].) (Emphasis in original.)

15 39. However, even if the Trust could effectively substitute the Co-Trustees'  
16 fiduciary duties under the Probate Code, for those under the Corporations Code, which it  
17 cannot, this creates no advantage. As the Court of Appeal explains:

18 ...waiver of corporate directors' and majority  
19 shareholders' fiduciary duties to minority shareholders in  
20 private close corporations is against public policy and a  
21 contract provision in a buy-sell agreement purporting to  
22 effect such a waiver is void.

23 (*Neubauer v. Goldfarb* (2003) 108 Cal.App.4th 47, 57.) (Emphasis added.) In addition,  
24 under the Corporations Code, a limited liability company's operating agreement shall not:

25 (14) Eliminate the duty of loyalty under subdivision (b) of  
26 Section 17704.09, but the operating agreement may do any of  
27 the following:

28 (A) Identify specific types or categories of activities that  
do not violate the duty of loyalty, if not manifestly  
unreasonable.

(B) Specify the number or percentage of members that  
may authorize or ratify, after full disclosure to all  
members of all material facts, a specific act or  
transaction that otherwise would violate the duty of  
loyalty.



1 (15) Unreasonably reduce the duty of care under subdivision  
2 (c) of Section 17704.09.

3 (Corp. Code, § 17701.10, subd. (c)(14), (15).)

4 40. Under the current circumstances, it is a willful neglect of duty for the Co-  
5 Trustees to continue on the current path; they must sell the Trust's Interest in the Chargers.  
6 The Trust explicitly states that the Siblings' interests in the Trust "**shall be considered**  
7 **first; and, the interests of remainder beneficiaries shall be of lesser significance.**" (Ex.  
8 1 [Trust at § 6.13].) (Emphasis added.) Dean is not considering the interests of the  
9 beneficiaries at all. The consequences are impossible to justify and can be averted only by  
10 granting the Petition.

11 41. Where a trust has more than one trustee, each has a duty to participate in the  
12 administration of the trust and to take reasonable steps to prevent a co-trustee from  
13 committing a breach of trust. (Prob. Code, § 16013.) Thus, when one co-trustee  
14 anticipates continued action by another co-trustee that is contrary to the terms of the trust  
15 or in the best judgment of the co-trustee, it is appropriate for the concerned co-trustee to  
16 petition for instructions from the Court in order to prevent a co-trustee from committing a  
17 breach of trust. (See Prob. Code, § 17200, subd. (b)(6).) Moreover, under Probate Code  
18 section 17206, the court has discretion "to make any orders and take any other action  
19 necessary or proper to dispose of the matters presented by the petition..." Probate Code  
20 section 1310, subdivision (b), provides as follows:

21 Notwithstanding that an appeal is taken from the judgment or  
22 order, for the purpose of preventing injury or loss to a person or  
23 property, the trial court may direct the exercise of the powers of  
24 the fiduciary, or may appoint a temporary guardian or  
25 conservator of the person or estate, or both, or a special  
26 administrator or temporary trustee, to exercise the powers, from  
27 time to time, as if no appeal were pending. All acts of the  
28 fiduciary pursuant to the directions of the court made under this  
subdivision are valid, irrespective of the result of the appeal. An  
appeal of the directions made by the court under this subdivision  
shall not stay these directions.

1           42.     Petitioner requests that the Court exercise its authority under Probate Code  
2 sections 17200, subdivision (b)(6), 17206, and 1310, subdivision (b), to instruct the Co-  
3 Trustees to market and sell the Trust’s Interest in the Chargers, notwithstanding the fact  
4 that an appeal may be taken so as to prevent injury or loss to the Trust estate given the  
5 unique nature of the asset and the limited market of potential buyers that may be  
6 eliminated should a potential sale be stayed for years until an appeal is resolved, and the  
7 dire need for the Trust to generate liquidity in the immediate future to pay its debts and  
8 liabilities.

9     **B.     Dean, as Manager of Chargers Football, is Estopped From Withholding**  
10     **Consent**

11           43.     As explained above, the Trust owns a 100% interest in Chargers Enterprises,  
12 which owns a 36% interest in Chargers Football.<sup>9</sup> Dean is not only a Co-Trustee of the  
13 Trust but he is also the Manager of Chargers Football. Pursuant to the Operating  
14 Agreement of Chargers Football, no non-manager member can sell its interest without the  
15 Manager’s (i.e. Dean’s) written consent to transfer and to admit a substituted member.  
16 Additionally, the Operating Agreement states that if members holding more than fifty  
17 percent (50%) of the outstanding interests in Chargers Football agree to sell to third parties  
18 unrelated to Chargers Football or its members, then they can require the remaining  
19 minority members to sell their interests on the same terms.<sup>10</sup>

20           44.     Dean has already provided written consent of a sale of the Chargers at the  
21 conclusion of the fifth season at the new SoFi Stadium (*i.e.*, in less than four years),  
22  
23

---

24 <sup>9</sup> The Trust owns 36% of Chargers Football, through its 100% membership interest in  
25 Chargers Enterprises. The remaining 64% of Chargers Football is owned 60% by Spanos  
26 family members (directly and through various trusts) and 4% by unrelated, third parties.  
Petitioner is informed and believes that depending on the transaction others may wish to  
sell their interests as well.

27 <sup>10</sup> The foregoing rights to require others to participate in a sale are referred to as “**Come**  
28 **Along Rights.**” The Come Along Rights exclude one of the minority owners that owns a  
3% interest in the team.

1 subject of course to approval by the NFL. Specifically, in a letter dated November 8, 2019  
2 to his siblings, Dean wrote:

3           Although there can be no assurance that a sale will actually be  
4 consummated, no later than thirty (30) days following the  
5 conclusion of our fifth (5th) season in the new SOFI stadium, I  
6 agree, in my capacity as Manager and on behalf of the Company,  
7 to retain an investment banking firm reasonably acceptable to  
8 Dea, Michael and Alexis to market the sale of the Company, and  
9 I will cooperate in such marketing effort in order to maximize  
10 value for the benefit of all Members. I shall commence the  
11 process to interview and identify qualified investment banking  
12 firms to present to Dea, Michael and Alexis reasonably in  
13 advance of the retention and arrange for meetings among the  
parties as part of the engagement process. In the event that any  
Member wishes to sell his or her interest in the Company as a  
result of the above referenced process or at any other time, I  
hereby provide my advance consent to such transaction subject  
to the rules of the NFL regarding such sales and the first refusal  
rights referred to in E. above.

14 A true and correct copy of the foregoing correspondence is attached hereto and  
15 incorporated herein by reference as **Exhibit 3**.

16           45.     Given Dean’s advance consent, he is thus estopped from taking any action as  
17 Manager that would thwart a decision by this Court to instruct the Co-Trustees to proceed  
18 with marketing and selling the Trust’s Interest in the Chargers, and he should be so  
19 instructed. Even if Dean had not already consented, he would be precluded from seeking  
20 to block the effectiveness of an order from this Court on this Petition. Dean’s conflict is  
21 self-evident. Dean profits from his position as Manager and controlling owner of the  
22 Chargers and has a vested self-interest in refusing a sale and turning a blind eye toward his  
23 fiduciary duties as a Co-Trustee of the Trust. But under California law, when Dean “walks  
24 into the boardroom” of Chargers Football, he wears his hat as a Co-Trustee of the Trust,  
25 and he has to vote as though that were his only duty. (*See Estate of Feraud* (1979) 92  
26 Cal.App.3d 717, 723.)

27           46.     In *Estate of Feraud, supra*, 92 Cal.App.3d at p. 719-720, the trustees of a  
28 testamentary trust appealed from a judgment surcharging them for unreasonably

1 compensating one of the trustees. At the time of decedent's death, decedent owned all of  
2 the outstanding stock of a California company which became a part of the corpus of the  
3 trust. (*Id.* at 720.) Fred Yasukochi ("**Yasukochi**") and John Armstrong ("**Armstrong**")  
4 served as co-trustees. (*Id.* at 719.) Yasukochi served as a director and president of the  
5 company, personally handling the entire management of both production and sales. (*Id.* at  
6 720.) Armstrong served as a director and secretary-treasurer, while handling the  
7 company's outside accounting. (*Ibid.*) Yasukochi and Armstrong appointed three outside  
8 directors to the board. (*Id.* at 721.) At Yasukochi's request, two of these three outside  
9 directors were appointed by the board of directors "to study... the matter of providing him  
10 with incentive compensation." (*Ibid.*) The outside directors then approved such  
11 compensation. (*Ibid.*)

12         47. Yasukochi and Armstrong submitted annual trust accounts to the probate  
13 court, but the accountings contained nothing about the company's situation and operations  
14 except statements of total dividends and the trustees' estimates of the market values of the  
15 company's stock. (*Estate of Feraud*, 92 Cal.App.3d at 721.) Years later, the trustees filed  
16 a petition for instructions regarding retention of the company's stock and the dividend  
17 policy, which included financial statements, to which the beneficiaries objected. (*Ibid.*)  
18 The trial court found Yasukochi's company bonus to be "grossly unfair to the  
19 beneficiaries" and unreasonable. (*Id.* at 722.) The trustees argued that the reasonableness  
20 of Yasukochi's compensation should be determined under the Corporations Code. (*Ibid.*)  
21 The court disagreed and held that,

22                 ...the beneficial owners of the stock of the corporation in this  
23 case were the beneficiaries of the three trusts. Yasukochi's  
24 bonuses had to be fair and reasonable as to them and not as to  
25 the corporation, which was simply the device through which  
26 the affairs of the three trusts were largely conducted.  
27 Yasukochi was under a duty to these beneficiaries to  
28 administer the three trusts, including their principal asset, the  
Company, solely in their interests (Rest., 2d Trusts, s 170,  
subd. (1); see also Scott on Trusts (3d ed. 1967) s 193.2, p.  
1598), to use reasonable care and skill to make the trust  
property productive (Rest., 2d Trusts, s 181), and to pay the net

1 income of the various trusts to the beneficiaries thereof. (*Id.* s  
2 182.)

3 (*Id.* at 723.) The Court of Appeal affirmed and found “substantial evidence in support of  
4 the trial court’s finding of unfairness and unreasonableness” and explained that Armstrong  
5 should have known that the arrangement was “unfair and unreasonable to the beneficial  
6 owners of the stock of the corporation namely, in this case the beneficiaries of the three  
7 trusts, and particularly the life-income beneficiaries thereof.” (*Id.* at 724.)

8 48. The Court should thus instruct Dean that he is required to exercise his  
9 fiduciary duties as a Co-Trustee of this Trust, and act consistent with the instructions of  
10 this Court to engage a qualified investment banker now to market, and to thereafter sell,  
11 the Trust’s Interest in the Chargers, and to exercise his Come Along Rights should it be  
12 appropriate, notwithstanding any other interest or duty he may have.

13 **C. Right of First Refusal and NFL Approval**

14 49. The Co-Trustees’ ability to sell the Trust’s Interest in the Chargers is subject  
15 to a right of first refusal (“**ROFR**”), pursuant to a Right of First Refusal Agreement, dated  
16 June 1, 2002, as amended on June 17, 2015 (“**Agreement**”), between Chargers Enterprises  
17 and the Siblings. A true and correct copy of the Agreement is attached hereto and  
18 incorporated herein by reference as **Exhibit 4**. The terms of the Agreement require any  
19 party to the Agreement who desires to sell all or any part of its interest in Chargers  
20 Football to give notice to the other parties “setting forth the proposed transferee’s name, all  
21 of the terms on which the Selling Party’s Interest is to be transferred and the purchase price  
22 for such interest.” (*Id.* at 1, ¶ 1(a).) This can only be done after the interest is marketed  
23 and an acceptable proposal to a transferee is reached. At that point, any of the Spanos  
24 owners (*i.e.*, the Co-Trustees or the Siblings), have a right to match the proposed offer.  
25 (*See id.* at 2, ¶ 1(b).) The selling party may sell its interest to the original transferee, on the  
26 original terms, within 120 days of the notice (subject to the requirements discussed above)  
27 unless a party exercises his/her/its ROFR. (*Ibid.*) Accordingly, Petitioner requests that the  
28

1 Court instruct the Co-Trustees to sell the Trust's Interest in the Chargers, subject to the  
2 Trust's obligations to comply with the ROFR in the Agreement.

3 50. The Trust's Interest in the Chargers may only be sold with the approval of  
4 the NFL and consistent with the NFL Constitution. Petitioner requests that the Court  
5 instruct that the sale be subject to and contingent upon NFL approval.

6 **V. NOTICE**

7 51. The following parties are or may be entitled to notice of this proceeding:

Name	Relationship
Dean A. Spanos [REDACTED]	Son, Co-Trustee of the Trust, Beneficiary
Alexander G. Spanos [REDACTED]	Grandchild, Beneficiary
Dean Spanos II [REDACTED]	Great-grandchild, Beneficiary
Leonidas Spanos (Leo) [REDACTED]	Great-grandchild, Beneficiary
Theodore David Spanos [REDACTED]	Great-grandchild, Beneficiary
John Spanos [REDACTED]	Grandchild, Beneficiary
Jack Spanos [REDACTED]	Great-grandchild, Beneficiary
Dea Spanos Berberian [REDACTED]	Daughter, Co-Trustee of the Trust, Beneficiary

1	Dimitrios S. Economou	Grandchild, Beneficiary
2		
3	Taki Economou	Great-grandchild, Beneficiary
4		
5		
6	Aristotelis Economou "Telis"	Great-grandchild, Beneficiary
7		
8	Alexandros S. Economou	Grandchild, Beneficiary
9		
10		
11	Vasilios Economou "Vasili"	Great-grandchild, Beneficiary
12		
13	Markos Economou	Great-grandchild, Beneficiary
14		
15		
16	Stylianios Economou "Stelios"	Great-grandchild, Beneficiary
17		
18	Aram Berberian	Grandchild, Beneficiary
19		
20	Alexandra Spanos Ruhl	Daughter, Beneficiary
21		
22		
23	Adriana Ruhl Cox	Grandchild, Beneficiary
24		
25	Benjamin Cox	Great-grandchild, Beneficiary
26		
27		

28

1	Emilia Cox	Great-grandchild, Beneficiary
2		
3	Vivian Cox	Great-grandchild, Beneficiary
4		
5		
6	Nicoletta Ruhl	Grandchild, Beneficiary
7		
8	Nicolas Ruhl	Grandchild, Beneficiary
9		
10		
11	William Ruhl	Great-grandchild, Beneficiary
12		
13	Phillip Ruhl	Grandchild, Beneficiary
14		
15		
16	Alexandra Ruhl	Grandchild, Beneficiary
17		
18	Michael Spanos	Son, Beneficiary
19		
20	Michael Spanos II	Grandchild, Beneficiary
21		
22		
23	Christopher Spanos	Grandchild, Beneficiary
24		
25	Andreas Spanos	Grandchild, Beneficiary
26		
27		

28



1	Thomas Spanos	Grandchild, Beneficiary
2		
3	Ana Spanos	Grandchild, Beneficiary
4		
5		
6	The Spanos Foundation	Remote Contingent Beneficiary.
7	Alex and Faye Spanos Family Foundation	Non-profit charitable organization
8		

9  
10 **A. Virtual Representation by Each Grandchild or Minor and Unborn Issue**

11 52. Each grandchild of Settlers virtually represents the interests of the minor  
12 children and unborn issue of that grandchild. The interests of each great-grandchild or  
13 more remote issue arise with respect to the GST Exempt portion of each of the Siblings'  
14 Trusts because they may receive distributions from the Independent Trustee in certain  
15 circumstances. (**Ex. 1** [Trust at § 6.9(E)(2)(b)].) In addition, each Sibling holds a limited  
16 power of appointment with respect to the GST Exempt portion of each of the Siblings'  
17 Trusts, which they may exercise in favor of their issue. (*Id.* at § 6.9(E)(5).)

18 53. With respect to the GST Non-exempt portion of each of the Siblings' Trusts,  
19 the Siblings have a general power of appointment exercisable on death among the issue of  
20 that Sibling and creditors of the estate of that Sibling to appoint the principal and accrued,  
21 but unpaid income, of the GST Non-exempt portion of each of the Siblings' Trusts. (**Ex. 1**  
22 [Trust at § 6.9(E)(5)(b)].) To the extent a Sibling does not exercise his or her general  
23 power of appointment, the Siblings Trust shall be distributed, by right of representation,  
24 "to the then living issue of that deceased child, by right of representation, and held,  
25 administered, and distributed as provided in Paragraph F of this Section 6.9..." (*Id.* at §  
26 6.9(E)(5)(c)].) Accordingly, the great-grandchildren and more remote issue are only  
27 contingent remainder beneficiaries of the Siblings' GST Non-exempt Trusts, because their  
28

interests are dependent on how and to what extent the Siblings exercise his or her general power of appointment, as well as other unknowns.

54. The following are the names of the parents (*i.e.*, the grandchildren of Settlers) who are the parents of the minor great-grandchildren beneficiaries. As indicated, each grandchild listed below should be determined by this Court to virtually represent his or her minor children and unborn issue:

Name of Parent (Grandchild of Settlers) of Minor Great Grandchildren	Name of Minor Great-Grandchild(ren) Whom the Grandchild Virtually Represents Together with Their Unborn Issue
Alexander G. Spanos	Dean Spanos II Leonidas Spanos Theodore David Spanos Unborn Issue
John Spanos	Jack Spanos Unborn Issue
Dimitrios S. Economou	Taki Economou Aristotelis Economou "Telis" Unborn issue
Alexandros S. Economou	Vasilios Economou "Vasili" Markos Economou Stylianios Economou "Stelios" Unborn issue
Aram Berberian	Unborn issue
Adriana Ruhl Cox	Benjamin Cox Emilia Cox Vivian Cox Unborn issue
Nicoletta Ruhl	Unborn issue
Nicholas Ruhl	William Ruhl Unborn issue

1	Phillip Ruhl	Unborn issue
2	Michael Spanos II	Unborn issue
3	Christopher Spanos	Unborn issue
4	Andreas Spanos	Unborn issue
5	Thomas Spanos	Unborn issue
6	Ana Spanos	Unborn issue

8

9        55.    Probate Code section 15804 states:

10            15804.        Notice in case involving future interest of  
11            beneficiary

12            (a)    Subject to subdivisions (b) and (c), it is sufficient  
13            compliance with a requirement in this division that notice be  
14            given to a beneficiary, or to a person interested in the trust, if  
15            notice is given as follows:

16            (1)    Where an interest has been limited on any future  
17            contingency to persons who will compose a certain class upon  
18            the happening of a certain event without further limitation,  
19            notice shall be given to the persons in being who would  
20            constitute the class if the event had happened immediately  
21            before the commencement of the proceeding or if there is no  
22            proceeding, if the event had happened immediately before  
23            notice is given,

24            (2)    Where an interest has been limited to a living  
25            person and the same interest, or a share therein, has been  
26            further limited upon the happening of a future event to the  
27            surviving spouse or to persons who are or may be the  
28            distributees, heirs, issue, or other kindred of the living person,  
29            notice shall be given to the living person,

30            (3)    Where an interest has been limited upon the  
31            happening of any future event to a person, or a class of persons,  
32            or both, and the interest, or a share of the interest, has been  
33            further limited upon the happening of an additional future  
34            event to another person, or a class of persons, or both, notice  
35            shall be given to the person or persons in being who would take  
36            the interest upon the happening of the first of these events.

1 (b) If a conflict of interest involving the subject matter of  
2 the trust proceeding exists between a person to whom notice is  
3 required to be given and a person to whom notice is not  
4 otherwise required to be given under subdivision (a), notice  
5 shall also be given to persons not otherwise entitled to notice  
under subdivision (a) with respect to whom the conflict of  
interest exists,

6 (c) Nothing in this section affects any of the following:

7 (1) Requirements for notice to a person who has  
8 requested special notice, a person who has filed notice of  
9 appearance, or a particular person or entity required by statute  
to be given notice.

10 (2) Availability of a guardian ad litem pursuant to  
11 Section 1003.

12 (d) As used in this section, “notice” includes other papers.

13 56. The interests of each grandchild of Settlers and their minor and unborn  
14 issue are aligned with respect to the relief requested in this Petition. Accordingly,  
15 providing notice to each of the grandchildren on their own behalf and on behalf of  
16 their minor and unborn issue provides virtual representation and satisfies the notice  
17 requirements applicable to each such minor great-grandchild and more remote issue.

## 18 VI. PRAYER

19 **WHEREFORE**, Petitioner prays for an Order as follows:

20 1. That the Court grant this Petition and find notice proper;

21 2. That the Court instruct Co-Trustees Dea Spanos Berberian and Dean A.  
22 Spanos jointly to engage a qualified investment banker on commercially reasonable terms  
23 to make all reasonable efforts to market for sale the Trust’s 100% interest in Chargers  
24 Enterprises, or Chargers Enterprises’ 36% interest in Chargers Football, as may be  
25 appropriate;

26 3. That the Court instruct Co-Trustees Dea Spanos Berberian and Dean A.  
27 Spanos to consider and evaluate, in good faith, any and all offers to purchase the Trust’s  
28

1 36% ownership interest in the Chargers presented to them, including by the qualified  
2 investment banker, and take steps necessary to negotiate offers, and enter into a purchase  
3 and sale agreement, as may be appropriate;

4 4. That the Court instruct Co-Trustees Dea Spanos Berberian and Dean A.  
5 Spanos to sell the Trust's 100% interest in Chargers Enterprises, or Chargers Enterprises'  
6 36% interest in Chargers Football, as may be appropriate, to a qualified purchaser and on  
7 terms endorsed by the Trust's investment banker to be engaged in accordance with these  
8 instructions, subject to any right of first refusal restrictions contained in the ROFR  
9 Agreement, as amended, between Chargers Football and the Settlor's children, and subject  
10 to and conditioned upon NFL approval in accordance with the NFL Constitution;

11 5. That the Court instruct Dea Spanos Berberian and Dean A. Spanos to  
12 exercise their Come Along Rights pursuant to the Operating Agreement of Chargers  
13 Football, as it may be appropriate should any other member of Chargers Football elect to  
14 sell his/her/its membership interest(s) such that more than fifty percent (50%) of the  
15 outstanding membership interests of Chargers Football agree to sell their interests;

16 6. That the Court instruct Dean A. Spanos to take all necessary actions,  
17 including voting to approve the sale of the Trust's membership interests, delivering proper  
18 notices, consenting to the sale of the Trust's 36% ownership interest in the Chargers to the  
19 transferee on the terms in the offer accepted by the Co-Trustees, and fulfilling all  
20 obligations under the applicable agreements (including making all reasonable and good  
21 faith efforts to obtain the consent of the NFL), to authorize and facilitate the sale the  
22 Trust's 36% ownership interest in the Chargers in good faith;

23 7. That the Court instruct Co-Trustee Dean A. Spanos that he is estopped from  
24 denying his consent, as Manager of Chargers Football, to a sale of the Trust's Interest in  
25 the Chargers pursuant to the Court's Order hereunder;

26 8. That the Court instruct Co-Trustee Dean A. Spanos that he shall take all  
27 actions necessary and appropriate to carry out this Court's instructions to effectuate the  
28

1 marketing and sale of the Trust's Interest in the Chargers notwithstanding any other right,  
2 duty or obligation he may have in connection with the Chargers;

3 9. That the Court instruct Dean A. Spanos to provide the information  
4 reasonably necessary to facilitate any offers from potential buyers that the qualified  
5 investment banker deems legitimate;

6 10. That the Court instruct Dea Spanos Berberian and Dean A. Spanos to take all  
7 actions consistent with this Order notwithstanding any appeal, pursuant to Probate Code  
8 section 1310, subdivision (b), the court finding that such order is necessary to prevent loss  
9 or injury to the Trust; and

10 11. For other and further relief that the Court deems just and proper.

11  
12 Dated: March 31, 2021

13 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

14  
15 By



16 ADAM F. STREISAND

17 Attorneys for Dea Spanos Berberian, Co-Trustee  
18 of the Alex and Faye Spanos Family Trust, dated  
19 January 27, 1998, as amended and restated on  
20 June 28, 2007  
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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing **PETITION FOR ORDER INSTRUCTING CO-TRUSTEES TO MARKET AND SELL TRUST'S INTEREST IN THE LOS ANGELES CHARGERS AND TO EXERCISE "COME ALONG RIGHTS" PURSUANT TO CHARGERS FOOTBALL COMPANY, LLC OPERATING AGREEMENT** and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

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

Executed on March 31, 2021, at Stockton, California.

Dea Spanos Berberian, Co-Trustee  
Print Name of Signatory

Dea Spanos Berberian  
Signature