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8 G. WILLIAM HUNTER

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF LOS ANGELES

11 G. WILLIAM HUNTER,

12 Plaintiff,

13 v.

14 DEREK FISHER, as President of the Executive
Committee of the National Basketball Players

15 Association and in his individual capacity,

JAMIE WIOR, THE NATIONAL

16 BASKETBALL PLAYERS ASSOCIATION, a

17 Delaware corporation, and DOES 1 THROUGH

10, inclusive,

18 Defendants.

) Case No. LC100771

)
) **DECLARATION OF MAURICE EVANS IN**
) **SUPPORT OF PLAINTIFF'S OPPOSITION**
) **TO DEFENDANTS' ANTI-SLAPP**
) **MOTIONS**

) Date: December 6, 2013

) Time: 8:30 a.m.

) Dept.: D

) Judge: Hon. Huey Cotton

) Complaint Filed: May 16, 2013

1 I, Maurice Evans, do hereby declare:

2 1. I am a former player in the National Basketball Association (the "NBA"). I played in
3 the NBA for nine seasons, most recently for the Washington Wizards during the 2011-2012 season.

4 I am also a former Vice-President of the Executive Committee of the National Basketball Players
5 Association (the "NBPA" or "union"). I served on the Executive Committee from 2009 to 2012.

6 2. I understand that the former Executive Director of the NBPA, G. William (Billy)
7 Hunter, is engaged in litigation with the NBPA, Derek Fisher, and Jamie Wior. I also understand
8 that this declaration will be used to support Mr. Hunter in his lawsuit. I make this declaration
9 voluntarily. If called to testify, I would be able to competently testify about the matters contained in
10 this declaration.

11 3. For the duration of my professional playing career, Mr. Hunter was the Executive
12 Director of the union. I respect Mr. Hunter. I also worked with Mr. Fisher on the Executive
13 Committee, and I briefly overlapped with him when I played for the Los Angeles Lakers. This
14 declaration does not include every fact I know about Mr. Hunter or Mr. Fisher but rather is limited to
15 what I understand to be information relevant to the motions now before the Court. To the extent I
16 attempt to directly quote any person in this declaration, I am recalling the words spoken to the best
17 of my recollection.

18 4. I was a member of the Executive Committee when Mr. Hunter's contract with the
19 union was last extended in 2010. I recall participating in an Executive Committee conference call
20 during which we voted unanimously to extend Mr. Hunter's contract. Mr. Fisher spoke up in
21 support of Mr. Hunter's contract extension and said that Mr. Hunter deserved a new contract. There
22 was universal support on the Executive Committee for the contract extension. In fact, no member of
23 the Executive Committee disagreed with the decision to extend Mr. Hunter's contract. I was never
24 informed at that time that the contract extension needed to be ratified by another group of NBA
25 players. Mr. Hunter was treated as if his contract was final and binding. We actively sought his
26 counsel on ways to expand the union. The Executive Committee approved the union budget and
27 financial decisions. We never challenged his employment decisions.

28 5. I closely observed Mr. Hunter performing his day-to-day duties for the union,

1 particularly in 2011 during the negotiations over the new Collective Bargaining Agreement ("CBA")
2 between the NBPA and the NBA. During these negotiations, I attended numerous strategy sessions,
3 player meetings, and CBA negotiating sessions with Mr. Hunter and other NBA players. In
4 addition, as the Vice-President of the Executive Committee, I frequently participated in strategy
5 sessions held at the NBPA's offices with Mr. Hunter and other NBPA employees, such as Ronald
6 Klempner and Yared Alula.

7 6. The 2011 negotiations over the new CBA was a stressful time for the union and
8 players. In fact, in July of 2011, the NBA team owners locked the players out. The "lockout"
9 delayed the beginning of the 2011-2012 season and was the first work stoppage I had experienced in
10 my playing career.

11 7. I was present during nearly all of the negotiating sessions with the NBA team owners.
12 My understanding is that a critical point of disagreement between the team owners and the union
13 was the division of basketball-related revenue between the players and the team owners. My
14 understanding is that until 2011, during Mr. Hunter's time as Executive Director, the players' share
15 of basketball-related revenue increased over time. During the negotiations over the new CBA, I
16 understood that the team owners wanted to decrease the players' share of revenue to as low as 43%.
17 I recall that Mr. Hunter wanted to maintain the players' share of revenue above 50%.

18 8. I attended CBA negotiating sessions starting around May of 2011. I attended these
19 meetings with Mr. Hunter, because Mr. Fisher's team was then playing in the playoffs. I recall the
20 first meeting was in Chicago. We met with the team owners and player agents in separate meetings.
21 I remember at that time the agents were expressing dissatisfaction with the CBA negotiations, and
22 the agents had their own ideas about what the union's negotiating strategy should be.

23 9. Other players or members of the Executive Committee also attended negotiation
24 sessions from time to time. After these meetings, the Executive Committee would huddle to create
25 the talking points we wanted to convey to the media. We would give those talking points to Mr.
26 Fisher. At that point, Mr. Fisher would meet separately with his publicist, Jamie Wior. After
27 meeting with Ms. Wior, instead of delivering the Executive Committee's talking points, Mr. Fisher
28 would sometimes use talking points that were self-serving and promoted a separate agenda from

1 what the Executive Committee had decided on.

2 10. For example, we had a players meeting in Las Vegas, and it was brought to our
3 attention that players questioned why Ms. Wior was present at the meeting. Players were
4 uncomfortable with her presence, because players were concerned that confidential information had
5 been leaked to the media. At this meeting, Mr. Fisher was asked to have Ms. Wior to step out of the
6 meeting. Mr. Fisher refused to ask her to leave and conveyed that wherever he was Ms. Wior was
7 welcome.

8 11. One particular negotiating meeting stands out in my mind because of a confrontation
9 that I witnessed between Mr. Hunter and Mr. Fisher. I recall that we were present at the Waldorf
10 Astoria Hotel in New York around October of 2011 for a negotiating session with the NBA and team
11 owners. Before the negotiating session started, Mr. Hunter asked me to accompany him to speak to
12 Mr. Fisher. We pulled Mr. Fisher to a private area. Mr. Hunter told Mr. Fisher that he had learned
13 that Mr. Fisher had engaged in secret negotiations with the owners and cut a "50/50" deal with the
14 team owners. Mr. Fisher's first reaction to this statement was a smirk. He was otherwise not
15 demonstrative when confronted with this information. He actually appeared to shrink. Indeed, his
16 reaction to Mr. Hunter's statement was underwhelming in every way, especially since Mr. Hunter
17 was asking a serious question. If Mr. Fisher had not been engaged in secret negotiations with the
18 owners, I would have expected him under the circumstances to forcefully deny it, or possibly be
19 offended by news that he was negotiating behind the union's back.

20 12. I was not completely surprised by the news that Mr. Fisher had been engaged in
21 secret negotiations with the owners. The night before this negotiating session, Mr. Hunter called me
22 to say that he had just received a telephone call from high-profile player and his agent in which they
23 said that the new CBA deal with the NBA team owners had already been completed. I knew that
24 this player was a close friend of Mr. Fisher's.

25 13. After this confrontation between Mr. Hunter and Mr. Fisher, I closely observed Mr.
26 Fisher to see how he would respond. Before the confrontation, Mr. Fisher had been a very active
27 participant in the negotiations going back to the very beginning of the negotiations before the
28 lockout. He was very talkative and began some meetings with the team owners with a personal

1 story. Immediately after the confrontation with Mr. Hunter, Mr. Fisher was strangely silent during
2 the subsequent negotiating sessions. I recall that he may have said one word during the entire
3 negotiating session. Mr. Fisher looked stunned and shocked.

4 14. In previous negotiating sessions, the owners directed many questions at Mr. Fisher.
5 After the confrontation, during the afternoon meetings at the Waldorf Astoria, the owners did not
6 address Mr. Fisher at all. It was like they were giving him a pass.

7 15. In addition, I closely watched the NBA Commissioner David Stern and the team
8 owners during the negotiation session after the confrontation. I considered this to be a high stakes
9 meeting with billions of dollars on the line. At previous meetings, many of the team owners had
10 appeared very serious and sometimes tense. However, at the Waldorf-Astoria meeting the team
11 owners were very relaxed. They were joking and laughing as if they had not a care in the world.
12 My previous experiences observing Mr. Stern was that he was a "matter-of-fact" person. I was
13 surprised to see him tolerate this behavior. It only made sense to me when I considered that the team
14 owners already knew they had a deal.

15 16. The lockout continued after the Waldorf Astoria meeting. Regular season games were
16 cancelled. However, the union and the NBA reached an agreement on the new CBA during the
17 week of the Thanksgiving holiday in 2011.

18 17. I was present for the meetings during that Thanksgiving week. On the day before
19 Thanksgiving, the NBA presented an offer that was very similar to a 50/50 deal but, I believe, may
20 have offered players even less than a 50% share of basketball-related revenue. I remember Mr.
21 Hunter was ready to end the negotiations right then. I also recall that Mr. Fisher silently left the
22 room to go a separate room where the food snacks were located. I followed him. I commented on
23 the negotiations and the fact that we were close to an agreement. Mr. Fisher said to me that Mr.
24 Hunter was "fucking it up for everybody and that this is a good deal." He then said something like
25 "Billy is losing it."

26 18. We continued to negotiate that day. I recall that after Mr. Hunter took a walk with
27 Mr. Stern, the NBA and team owners came back with an offer containing better terms for the players
28 than had been offered previously. The new CBA resulted in a higher share of basketball-related

1 revenue for the players than the agreement that Mr. Fisher was prepared to accept and had criticized
2 Mr. Hunter for refusing. After the Thanksgiving week meetings, the union and the NBA announced
3 the end to the lockout. The first games of the 2011-2012 season were played in December 2011.

4 19. In December 2011, the Executive Committee convened a meeting in New York to
5 regroup following the conclusion of the CBA negotiations. The elephant in the room was Mr.
6 Fisher's secret negotiations with the team owners. Members of the Executive Committee asked Mr.
7 Fisher to explain himself. Very few people were satisfied with Mr. Fisher's explanations.

8 20. Following the end of the lockout and after the Executive Committee meeting in
9 December 2011, Mr. Fisher continued to distance himself from the Executive Committee and
10 stopped participating in Executive Committee meetings and activities. Mr. Fisher did not show up
11 for events during the 2012 All-Star Weekend, which was held in February. The union is
12 traditionally very active during All-Star Weekend. For example, I recall a ribbon-cutting ceremony
13 in Orlando during the 2012 All-Star Weekend that I attended with Mr. Hunter, but Mr. Fisher was
14 not present.

15 21. I next recall Mr. Fisher participating in an Executive Committee meeting in April
16 2012. This was a conference call in which every member of the Executive Committee participated.
17 I remember that we were twenty minutes into the call before Mr. Fisher even announced that he was
18 on the call.

19 22. During this April 2012 conference call, several members of the Executive Committee
20 expressed dissatisfaction with Mr. Fisher's leadership over the previous months. Some members
21 were still unhappy with Mr. Fisher's responses to questions about the secret negotiations with the
22 NBA and team owners during the lockout. I had also lost confidence in Mr. Fisher as a leader of the
23 Executive Committee. During the conference call, the Executive Committee voted unanimously 8-0
24 that we had lost confidence in Mr. Fisher's leadership. We asked him to resign as President of the
25 Executive Committee. Mr. Fisher did not defend his behavior but refused to resign.

26 23. Instead, Mr. Fisher said he was in possession of information that would incriminate
27 everybody on the phone call if he shared the information. He said that Mr. Hunter had engaged in
28 criminal conduct, and he spoke as if he had concrete evidence against Mr. Hunter. He alluded to a

1 government investigation and said that there could be criminal charges. I, and other members of the
2 Executive Committee, reacted strongly to these statements, because Mr. Fisher essentially called Mr.
3 Hunter a criminal. We pressed Mr. Fisher to show us evidence, but Mr. Fisher refused to share any
4 of the information that he claimed to be evidence of criminal wrongdoing.

5 24. Mr. Fisher's statement about Mr. Hunter was a further continuation of his extremely
6 negative demeanor towards Mr. Hunter in the time since Mr. Hunter confronted him about the secret
7 negotiations with the team owners. Before the confrontation, Mr. Fisher was very deferential
8 towards Mr. Hunter. After the confrontation, Mr. Fisher was distant and cold.

9 25. After the April 2012 conference call, Mr. Fisher claimed to have the support of the
10 Executive Committee to hire the Patton Boggs law firm to conduct a review of the NBPA's business
11 practices. Mr. Fisher's contention was not true. The Executive Committee never approved Mr.
12 Fisher's plan to retain Patton Boggs on behalf of the NBPA. Mr. Fisher was required to discuss
13 decisions like the retention of a law firm with the Executive Committee.

14 26. After the vote of no confidence in Mr. Fisher's leadership and the request that Mr.
15 Fisher resign as President, the Executive Committee sent a letter to the NBPA Player
16 Representatives to explain why the Executive Committee sought Mr. Fisher's resignation. A true
17 and correct copy of this letter is attached as Exhibit 1 to this declaration.

18 27. Not long thereafter, the union commissioned an outside review by a law firm. I was
19 interviewed during the law firm's review process. I recall that I was interviewed by two lawyers.
20 My recollection is that the attorneys' questions seemed entirely one-sided and seemed to be crafted
21 to get me to say negative things about Mr. Hunter. I felt like the lawyers were probing and looking
22 for dirt on Mr. Hunter. They were very protective of Mr. Fisher during the interview.

23 28. After the lockout, my playing minutes were substantially reduced during the
24 shortened 2011-2012 season, even though I had averaged nearly 10 points a game the previous year.
25 To my surprise, I was not even offered a job during the 2012-2013 season.

26 29. In February 2013, I was told that I could no longer be a member of the Executive
27 Committee, because I was not on an active NBA roster at any point during that season, which was
28 only roughly three months old at that point. Mr. Fisher would have been in the same position as me,

1 but he signed a contract with the Dallas Mavericks and was able to continue as President of the
2 Executive Committee. I understand that he only played for the Mavericks for about three weeks.

3 30. I understand that the law firm hired by the union ultimately issued a report detailing
4 the findings of the internal review. I also understand that the law firm found no evidence of criminal
5 conduct by Mr. Hunter.

6 31. I am aware that the law firm criticized Mr. Hunter for employing family members at
7 the union. I thought this was a strange criticism, because I, and other employees of the union and
8 members of the Executive Committee, had long known that Mr. Hunter's daughter and daughter-in-
9 law worked for the union. I and others also knew that Mr. Hunter's son worked for one of the
10 union's vendors.

11 32. I also understand that Mr. Fisher told the law firm investigators that he was
12 uncomfortable with Mr. Hunter's gift of a watch because it felt like a bribe. I saw this statement as
13 yet another attack on Mr. Hunter's character. I also did not believe it to be true that Mr. Hunter
14 attempted to bribe Mr. Fisher. Mr. Fisher never disclosed to the Executive Committee that he had
15 received a watch from Mr. Hunter. Mr. Fisher never told the Executive Committee that his receipt
16 of the watch had made him uncomfortable.

17 33. I was no longer an active NBA player or member of the Executive Committee when
18 Mr. Hunter was terminated by the union in February 2013. Indeed, as a result of my exclusion for
19 the union, I could not be present when the players discussed whether to terminate Mr. Hunter's
20 employment.

21 34. I have read the statement Mr. Fisher made following the vote to remove Mr. Hunter.
22 I recall Mr. Fisher's statement that the union would no longer be divided by lies. I understood that
23 Mr. Fisher was accusing Mr. Hunter of lying to the union and dividing the union. I was offended by
24 Mr. Fisher's statement, because Mr. Hunter served the union with great distinction. I believed this
25 was an untrue attack on Mr. Hunter's character and leadership of the union.

26 35. As a consequence of my support for Mr. Hunter, I have been ostracized from the
27 NBA.
28

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

3 Executed August 5, 2013 in Maryland.
4

5 
6 MAURICE EVANS

EXHIBIT 1

Dear NBPA Player Representatives:

Over the past week, you have heard conflicting reports about why the Executive Committee requested that Derek Fisher resign as NBPA President. We hope this communication clarifies any confusion as to the reason for the Executive Committee's actions.

Although Fisher dutifully served as NBPA president from 2007 through 2011, the Executive Committee grew increasingly concerned with Fisher's leadership beginning in January 2012. Last week, our concerns intensified when Fisher acted without the Executive Committee's express approval and unilaterally committed significant union funds to retain a law firm to perform a financial audit and business review of the NBPA. When the Executive Committee requested that Fisher identify specific reasons for retaining the law firm and acting without the Executive Committee's consent, Fisher declined to provide the Executive Committee with an explanation.

The Executive Committee prepared the following timeline to clarify the events that led to the Executive Committee's vote of "no confidence" on Tuesday, April 17th. We hope this provides insight about the rationale for the Executive Committee's actions. We invite you to contact any member of the Executive Committee if you have further questions.

Timeline of Events

January 2012 – April 2012: Fisher does not participate on Executive Committee conference calls, make appearances on Union's behalf, cooperate with Executive Director, or provide input on critical union matters. Fisher becomes increasingly unresponsive to several calls, emails, and text messages from union administration and Executive Committee members.

Friday, April 13th, 2012: Fisher organizes conference call with Executive Committee to discuss conducting business review and financial audit.

- Four (4) Executive Committee members join conference call with Fisher: Keyon Dooling, Chris Paul, James Jones and Roger Mason.
- Four (4) Executive Committee members did not participate on the conference call: Theo Ratliff, Etan Thomas, Matt Bonner and Mo Evans.
- Executive Committee does not cast vote on business review and financial audit:
 - o Keyon Dooling leaves call before vote is taken;

- o Roger Mason and Chris Paul abstain from voting before hearing more information; and
- o James Jones agrees to form subcommittee to examine issue.

Sunday, April 15th 2012: Fisher emails NBPA staff and NBA Players informing them that Washington D.C. law firm Patton Boggs will conduct financial audit and business review of the NBPA starting Monday, April 16th. Email communications from Fisher and Patton Boggs are sent to NBPA staff and NBA players without the Executive Committee's authorization. Email communications incorrectly state that the Executive Committee approved Patton Boggs' retention and that the Executive Committee authorized the financial audit and business review.

Monday, April 16th, 2012: Executive Committee requests players-only conference call with Fisher and the other eight Executive Committee members.

- Executive Committee seeks to discuss issues related to the retention of Patton Boggs and Fisher's unilateral actions.
- Executive Committee informs Fisher that annual financial audits have already been conducted and business review is being planned.
- Executive Committee votes 8-to-0 to cancel the financial audit because it is duplicative of a financial audit completed in February 2012.
- Executive Committee terminates Patton Boggs for purposes of business review.
- Executive Committee demands call on Tuesday, April 17th with Fisher, the Executive Committee, and the Executive Director to discuss issues with all relevant parties present.

Tuesday, April 17th, 2012 (morning and afternoon): Executive Committee members and Executive Director conduct conference call. Fisher declines to participate in conference call despite Executive Committee's request.

- Executive Committee conducts call without Fisher and questions Executive Director on financial audit, business review, and NBPA staff hiring practices.
- Fisher attempts to have Executive Committee members end call with Executive Director and join another conference call with Fisher and Patton Boggs.

- Executive Committee declines to join call with Fisher and Patton Boggs and again requests that Fisher join call with Executive Committee and Executive Director. Fisher declines second invitation to join call with Executive Committee and Executive Director.
- NBPA Secretary-Treasurer James Jones participates in conference call with Fisher and Patton Boggs. No specific charges raised on call with Fisher and Patton Boggs against NBPA and Executive Director.

Tuesday, April 17th, 2012 (evening): Executive Committee conducts vote of confidence on Fisher.

- Executive Committee votes 8-to-0 that it has lost confidence in Fisher's leadership based on Fisher:
 - o not acting in the players' best interests during collective bargaining;
 - o declining to follow the NBPA Constitution; and
 - o failing to uphold the duties of the Union President
- Executive Committee requests Fisher's resignation.

It is in the best interests of the players and its union to see this matter come to a swift conclusion. As part of its normal business procedures, the NBPA conducts a business review after a CBA is ratified. This was done following the ratification of the 1999 and 2005 Collective Bargaining Agreements and will be conducted again in due time.