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22 THE NATIONAL BASKETBALL PLAYERS  
23 ASSOCIATION

ENROLLED  
FILED  
ALAMEDA COUNTY

JUN 17 2013

CLERK OF THE SUPERIOR COURT

By \_\_\_\_\_ Deputy

**PILIPINO TUNGOHAN**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

**FILED BY FAX**

Case No. RG13679736

**DEFENDANTS' NOTICE OF MOTION  
AND MOTION FOR CHANGE OF  
VENUE**

G. WILLIAM HUNTER,  
Plaintiff,

v.

DEREK FISHER, as President of the Executive  
Committee of the National Basketball Players  
Association and in his individual capacity,  
JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
Delaware corporation, and DOES 1  
THROUGH 10, inclusive,,

Defendants.

Date:  
Time:  
Dept: 24  
Judge: Hon. Frank Roesch

No Reservation  
needed  
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**TO PLAINTIFF G. WILLIAM HUNTER AND HIS ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that, on \_\_\_\_\_, 2013 at \_\_\_\_\_, or such other date that is set by the Court or as soon thereafter as the matter may be heard, in Department 24 of the above-entitled Court, located at 1221 Oak Street, Third Floor, Oakland, California, Defendants DEREK FISHER, JAMIE WIOR, and THE NATIONAL BASKETBALL PLAYERS ASSOCIATION ("Defendants") will, and hereby do, move this Court, pursuant to California Code of Civil Procedure §§ 395(a), 396b, and 397(a), for an order transferring this action to the Superior Court of California for the County of Los Angeles. This Motion is made on the grounds that the court designated in Plaintiff G. WILLIAM HUNTER's complaint is not the proper court because none of the Defendants resides in Alameda County and the two California defendants reside in Los Angeles County; and no basis exists for venue to be proper in Alameda County.

This Motion is based on this Notice and Motion; the Memorandum of Points and Authorities in Support thereof; the Declaration of Derek Fisher in support thereof; the Declaration of Jamie Wior in support thereof; the Declaration of David Kiefer in support thereof; the Declaration of Andrew Kassof in support thereof; the pleadings and papers on file in this action; any matters upon which the Court may or must take judicial notice; any evidence or argument presented at the hearing on the motion; and, any other matters the Court deems proper.

Dated: June 17, 2013

ANDREW A. KASSOF, P.C.  
Kirkland & Ellis LLP

By: \_\_\_\_\_



ANDREW A. KASSOF, P.C.

Attorneys for Defendants  
DEREK FISHER and JAMIE WIOR

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Dated: June 17, 2013

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA FILED BY FAX**

17 G. WILLIAM HUNTER,  
18 Plaintiff,

19 v.

20 DEREK FISHER, as President of the Executive  
21 Committee of the National Basketball Players  
Association and in his individual capacity,  
22 JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
23 Delaware corporation, and DOES 1 THROUGH  
24 10, inclusive,  
25 Defendants.

Case No. RG 13679736

Assigned For All Purposes To:  
Judge Frank Roesch

**DEFENDANTS' MEMORANDUM IN  
SUPPORT OF MOTION FOR CHANGE  
OF VENUE**

Action Filed: May 16, 2013

Date:  
Time:  
Dept: 24  
Judge: Hon. Frank Roesch

1 Plaintiff Billy Hunter filed his Complaint in the wrong court. California's venue statute  
2 defines the "proper court" for filing suit as "the superior court in the county where the defendants or  
3 some of them reside at the commencement of the action." Cal. Civ. Pro. § 395(a). This rule codifies  
4 what has been described as an "ancient and valuable right" of a California citizen to defend an action  
5 in his home county. *Goossen v. Clifton*, 75 Cal. App. 2d 44, 47-48 (1946). Plaintiff's filing tries to  
6 take this right away. The Court should transfer this breach of contract, tort and defamation case to  
7 Los Angeles County.

8 None of the defendants resides in Alameda County. Defendants Derek Fisher and Jamie  
9 Wior both live in Los Angeles. The third named defendant, the National Basketball Players  
10 Association, is headquartered in New York City. Plaintiff knew these locations before filing suit.  
11 Days after filing his Complaint, plaintiff tried to serve the individual defendants with discovery and  
12 other papers at their Los Angeles County homes, and the NBPA at its New York headquarters. Yet  
13 none of these locations is mentioned in the Complaint. Instead, plaintiff calls Fisher a "resident of  
14 Oklahoma," generically refers to Wior as a "resident of California," and describes the NBPA as  
15 "doing business in Alameda County." (Compl. ¶¶ 10-12.) No amount of creative pleading can  
16 justify the Alameda County filing. This case belongs in Los Angeles County, where the two  
17 individual defendants live.

18 Plaintiff's complaint dances around section 395(a) by claiming that the alleged employment  
19 contract was "to be performed in Alameda County, California, where the NBA Golden State  
20 Warriors are based and where Hunter regularly performed his responsibilities as Executive  
21 Director." (Compl. ¶ 15.) Hunter, who alleges he now resides in Alameda County, also claims he  
22 was injured there. (*Id.* ¶¶ 9, 15.) These allegations are legally inadequate to circumvent defendants'  
23 well-established venue rights. See *Williams v. Landels*, 118 Cal. App. 2d 790, 793 (1953). They are  
24 also factually inaccurate. Hunter's never-ratified employment contract was not signed in Alameda  
25 County; no specific language called for any performance there; he received notice under it at a New  
26 York address; and he maintained his office at the NBPA's New York headquarters, within walking  
27 distance of his New York townhome. The "contract" also says nothing about the Golden State

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1 Warriors—just one of the thirty NBA teams that play professional basketball.

2 Simply, there is no reason or basis to allow Hunter to maintain this case in Alameda County.  
3 Settled venue rules in California call for a transfer to Los Angeles pursuant to California Civil  
4 Procedure Code § 397(a) and § 396b.

#### 5 BACKGROUND

6 Plaintiff filed his Complaint in the Superior Court for the County of Alameda on May 16,  
7 2013. The Complaint asserts claims for breach of an alleged employment contract and a number of  
8 tort claims, such as fraud, negligence, tortious interference, and defamation. (Compl. Ex. D.)

9 None of the defendants resides in Alameda County. The NBPA is incorporated in Delaware  
10 and has its principal place of business in New York. (NBPA Decl. ¶ 3 (Ex. A).) The NBPA does  
11 not maintain any offices in Alameda County. (*Id.* ¶ 4.) Defendants Jamie Wior and Derek Fisher  
12 both live in Los Angeles County. (Wior Decl. ¶ 2 (Ex. B); Fisher Decl. ¶ 2 (Ex. C).) Wior has lived  
13 there for 32 years. (Wior Decl. ¶ 2.) And while plaintiff calls Fisher's residence Oklahoma (Compl.  
14 ¶ 10), he and his family have lived in their permanent residence in Los Angeles County for years.  
15 (Fisher Decl. ¶ 2.) Plaintiff knows all of this. He tried to serve Fisher and Wior with discovery  
16 requests and other documents at their respective Los Angeles homes (Fisher Decl. ¶ 4; Wior Decl. ¶  
17 3), and mailed the NBPA's copies to New York (NBPA Decl. ¶ 6).

18 The alleged employment contract referenced in Counts I-XII of the Complaint was signed in  
19 Las Vegas, Nevada, not Alameda County. (Fisher Decl. ¶ 5.) It provided for notice to be sent to  
20 both parties at addresses in New York. (Compl. Ex. D, ¶ 7, Ex. E.) The parties' first employment  
21 contract more than 15 years earlier contemplated a move by Hunter to New York so he could  
22 perform his contractual obligations there. (Compl. Ex. A at ¶ 6.) Since that time, New York is  
23 where Hunter maintained his office, as well as his residence just a few blocks away. (NBPA Decl. ¶  
24 5; Compl. Ex. E.) The alleged employment contract does not mention Alameda County at all.  
25 (Compl. Ex. D.)

26 Hunter's tort claims likewise have nothing to do with Alameda County. Hunter does not  
27 allege any supposedly defamatory statements in Alameda County, any misrepresentations in  
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1 Alameda County, or any tortious interference or other improper conduct in Alameda County. The  
2 only tie to Alameda County is plaintiff's vacation home. There is nothing else.

### 3 ARGUMENT

4 California Code of Civil Procedure § 397(a) provides that this Court may transfer venue  
5 “[w]hen the court designated in the complaint is not the proper court.” The general venue rule is that  
6 “the superior court in the county where the defendants or some of them reside at the commencement  
7 of the action is the proper court for the trial of the action.” Cal. Civ. Pro. § 395(a); *Goossen*, 75 Cal.  
8 App. 2d at 47-48 (“The right of the defendant to have certain actions tried in the county of his  
9 residence is an ancient and valuable right, which has always been safeguarded by statute and is  
10 supported by a long line of judicial decisions.”). In other words, “where all the defendants in an  
11 action are non-residents of the county in which the action is brought, any of the defendants residing  
12 in another county are entitled to a change of the place of trial.” *Ludington Exploration Co. v. La*  
13 *Fortuna Gold & Silver Min. Co.*, 4 Cal. App. 369, 370 (1906); *Shatzki v. Abrams*, 2010 WL  
14 4195799, at \*2 (Cal. App. Oct. 26, 2010). Indeed, it is “well recognized that when a plaintiff brings  
15 an action against several defendants, both individual and corporate, in a county in which none of the  
16 defendants reside, an individual defendant has the right to change venue to the county of his or her  
17 residence. This is true even though the action was initially brought in a county where the corporate  
18 defendants may be sued under Code of Civil Procedure section 395.5.” *Brown v. Superior Ct.*, 37  
19 Cal. 3d 477, 483 n.6 (1984).

20 This Court should transfer the case to the Los Angeles County Superior Court under these  
21 longstanding venue rules. None of the defendants resides in Alameda County: Wior and Fisher both  
22 live in Los Angeles County, and the NBPA has its headquarters in New York. (Fisher Decl. ¶ 2;  
23 Wior Decl. ¶ 2; NBPA Decl. ¶ 3.) Plaintiff knew each location before filing suit, but left them out of  
24 the complaint. (Fisher Decl. ¶ 4; Wior Decl. ¶ 3; NBPA Decl. ¶ 6.) Creative pleading aside,  
25 defendants may exercise their “ancient and valuable right” to transfer the case to Los Angeles  
26 County, where the only two California defendants live. *See, e.g., Goossen*, 75 Cal. App. 2d at 50-51  
27 (requiring transfer where “from all the affidavits it appears that none of the defendants resided in  
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1 Santa Clara County [where the action was filed] at the time of the commencement of the action”).

2 Plaintiff's complaint nonetheless tries to cling to venue in Alameda County by alleging that  
3 “the injury to Hunter from the Defendants’ wrongful acts and/or negligence occurred in Alameda  
4 County, California,” citing California Code of Civil Procedure § 395(a). (See Compl. ¶ 15.) The  
5 statute plaintiff cites refutes his argument. Section 395(a) provides that in an action “for injury to  
6 person or personal property” only, a plaintiff may sue in the county where the injury occurred. By  
7 its own terms, this statutory exception only applies to actions for *physical* injury and does not apply  
8 to non-personal-injury tort claims like the ones brought here. See, e.g., *Carruth v. Superior Ct.*, 80  
9 Cal. App. 3d 215, 219-20 (1978) (“the phrase ‘injury to person’ in section 395 [refers] only to  
10 injuries of a physical or bodily nature, and not to injuries to character or reputation”); *Claycomb v.*  
11 *Caronna*, 113 Cal. App. 2d 561, 564-65 (1952) (“An action, the gravamen of which is fraud, is  
12 triable in the county of the residence of the defendant”); *Kaluzok v. Brisson*, 27 Cal. 2d 760, 764-65  
13 (1946) (defendant was entitled to transfer fraud claim to the county of his residence); *Graham v.*  
14 *Mixon*, 169 P. 1003, 1004 (Cal. 1917) (“In discussing section 395, Code of Civil Procedure, this  
15 court has held it to be constitutional although it applied to bodily injuries and not to other invasions  
16 of personal rights, such as slander and libel.”). The place of injury tort exception does not apply.  
17 Accordingly, the only appropriate venue is the county where a defendant resides—Los Angeles.

18 Hunter’s second basis for filing suit in Alameda County fares no better. Paragraph 15 of the  
19 Complaint calls Alameda County an appropriate venue because “Fisher’s and the NBPA’s  
20 obligations under the employment contract between Hunter and those Defendants were to be  
21 performed in Alameda County, California, where the NBA Golden State Warriors are based and  
22 where Hunter regularly performed his responsibilities as Executive Director,” again citing section  
23 395(a). (See Compl. ¶ 15.) Under section 395(a), there is a *limited* statutory exception to the general  
24 venue rule for contract disputes, one that does not apply to this case: “all actions arising on contract  
25 shall be tried in county in which the defendant resides, or in which the contract was made, unless the  
26 defendant has *contracted specially and in writing* as to the county in which his obligation is to be  
27 performed, in which event such county is also a proper county for the trial of the action.” *Cal-Ore*

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1 *Lumber Sales v. Russell*, 133 Cal. App. 2d 296, 302 (1955) (emphasis added). In other words, the  
2 case belongs in the county where the defendant resides (here, Los Angeles) unless (1) it was signed  
3 where the plaintiff filed suit, or (2) the contract specifically states that the defendant would perform  
4 an obligation in the county where the plaintiff filed suit. See *Williams*, 118 Cal. App. 2d at 792-93.  
5 Where the contract does not specify a location for performance, “the county where the obligation is  
6 incurred is the county where it is to be performed, unless there is a special contract in writing to the  
7 contrary.” Cal. Civ. Pro. § 395(a).

8 Hunter’s alleged contract fails these requirements. The never-ratified contract was signed in  
9 Las Vegas, Nevada, not Alameda County. Thus, the first exception does not apply. See, e.g., *Joe*  
10 *Lowe Corp. v. Rasmusson*, 53 Cal. App. 2d 490, 494-95 (1942) (holding that venue was not proper  
11 in Los Angeles where a contract was not entered in Los Angeles and the defendant did not reside  
12 there). Nor does the second. The supposed contract includes no “special writing” about where the  
13 obligations were to be performed—Alameda County is not mentioned at all. This is not surprising,  
14 as the NBPA—and Hunter’s job as Executive Director—was based in New York. (NBPA Decl. ¶  
15 5.) Thus, under Section 395(a), the alleged contract is also deemed to be performed in Las Vegas,  
16 Nevada, where it was signed. See, e.g., *Cal-Ore Lumber Sales*, 133 Cal. App. 2d at 302 (examining  
17 only the defendants’ residence and place where the contract was entered where “there was no special  
18 contract in writing as to the place of performance”); *Williams*, 118 Cal. App. 2d at 793 (holding that  
19 Section 395(a)’s venue exception was inapplicable where “the amended complaint fails to disclose  
20 that defendants or any of them entered into a contract with plaintiff to perform any obligation in any  
21 county”); *Mosby v. Superior Court*, 43 Cal. App. 3d 219, 224 (1974) (stating that Section 395(a)’s  
22 exception did not apply where the plaintiff argued that “certain of defendants’ obligations under the  
23 contract [were] inferentially [ ] to be performed in Shasta County”).

24 \* \* \*

25 Apart from the statutory bases for transfer discussed above, defendants request that the Court  
26 transfer this action to Los Angeles County for an additional reason: defendants are concerned that  
27 they cannot receive a fair and impartial adjudication of plaintiff’s claims in light of the e-mail  
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1 exchange attached at Exhibit 1 to the accompanying Declaration of Andrew A. Kassof. That April  
2 2012 exchange between plaintiff Hunter (a former prosecutor in the Alameda County District  
3 Attorney's Office and Assistant Chief in the San Francisco District Attorney's Office) and the  
4 Honorable C. Don Clay, Presiding Judge of the Superior Court of Alameda County, concerns the  
5 very issues and allegations in plaintiff's Complaint, and specifically references defendant Derek  
6 Fisher. Under the circumstances, defendants respectfully submit that this *ex parte* discussion  
7 provides an independent reason for the Court to transfer this case to Los Angeles County.

8 **CONCLUSION**

9 Settled venue rules call for the transfer of this case to Los Angeles County, where the two  
10 individual defendants live. Defendants respectfully move to transfer this action pursuant to  
11 California Civil Procedure Code § 397(a) and § 396b.

12 Dated: June 17, 2013

ANDREW A. KASSOF, P.C.  
Kirkland & Ellis LLP

13  
14 By: 

ANDREW A. KASSOF, P.C.

15  
16 Attorneys for Defendants  
DEREK FISHER and JAMIE WIOR

17  
18 Dated: June 17, 2013

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ENVELOPE  
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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF ALAMEDA

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17 G. WILLIAM HUNTER,

18 Plaintiff,

19 v.

20 DEREK FISHER, as President of the Executive  
21 Committee of the National Basketball Players  
22 Association and in his individual capacity,  
23 JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
Delaware corporation, and DOES 1 THROUGH  
10, inclusive,

24 Defendants.

Case No. RG 13679736

Assigned For All Purposes To:  
Judge Frank Roesch

DECLARATION OF ANDREW A.  
KASSOF IN SUPPORT OF  
DEFENDANTS' MOTION FOR CHANGE  
OF VENUE

Action Filed: May 16, 2013

Date:  
Time:  
Dept: 24  
Judge: Hon. Frank Roesch

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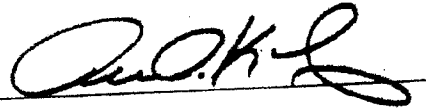
I, Andrew A. Kassof, declare as follows:

1. I am an attorney at Kirkland & Ellis LLP and counsel for defendants Derek Fisher and Jamie Wior in this action. I submit this declaration in support of defendants' Motion for Change of Venue. I have personal knowledge of the facts stated in this declaration.

2. Attached as Exhibit 1 is a true and correct copy of an April 2012 email exchange between G. William Hunter and the Honorable C. Don Clay, Presiding Judge of the Superior Court of Alameda County.

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

Executed this 17th day of June, 2013.



ANDREW A. KASSOF



**To:** 'G. William Hunter'[william.hunter@nbpa.com]  
**From:** Clay, Judge C. Don, Superior Court  
**Sent:** Fri 4/27/2012 11:17:21 PM  
**Subject:** RE: The Fight Goes On

In our prays everyday!

*C. Don Clay  
Presiding Judge  
Superior Court of Alameda County*

---

**From:** G. William Hunter [mailto:william.hunter@nbpa.com]  
**Sent:** Friday, April 27, 2012 4:09 PM  
**To:** Clay, Judge C. Don, Superior Court  
**Subject:** Re: The Fight Goes On

C Don thanks so much for the support. I now know how Obama feels, since he has to contend with this bs on a daily basis. I have urged the Bd to conduct an extensive audit to shutdown Derek Fisher. Keep me in your prayers. BH

Sent from my iPhone

On Apr 27, 2012, at 6:04 PM, "Clay, Judge C. Don, Superior Court"  
<\_\_\_\_\_> wrote:

Billy,

Don't let any of this get you down. You will come out of this. You have always known that you are a moving target. If there is anything I can do please let me know. I know this must all be uncomfortable but it will run its course when all the facts come out. Best wishes to everyone.

Don

*C. Don Clay  
Presiding Judge  
Superior Court of Alameda County*

---

**From:** Clay, Judge C. Don, Superior Court  
**Sent:** Monday, April 23, 2012 9:49 AM  
**To:** 'G. William Hunter'  
**Subject:** The Fight Goes On

Billy,

This guy and his advisors still think that they can out think you! They will never give up! You know always to be on the alert! Keep up the fight! Will continue to pray for you.

D

PS I'm coming through from May 8 to May 10th to pack up and pick up Ant. Donnie is meeting us in NY and I'm taking the boys to Spain before Donnie's graduation on May 24th. Would like to come by and say hello to you if you're in town. Let me know.

*C. Don Clay  
Presiding Judge  
Superior Court of Alameda County*

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22 THE NATIONAL BASKETBALL PLAYERS  
23 ASSOCIATION

JAMES W. QUINN (*Pro Hac Vice* to be  
filed)  
BRUCE S. MEYER (*Pro Hac Vice* to be  
filed)  
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New York, New York 10153  
Telephone: 212-310-8000  
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james.quinn@weil.com  
bruce.meyer@weil.com

Attorneys for Defendant  
THE NATIONAL BASKETBALL  
PLAYERS ASSOCIATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA FILED BY FAX**

G. WILLIAM HUNTER,

Plaintiff,

v.

DEREK FISHER, as President of the Executive  
Committee of the National Basketball Players  
Association and in his individual capacity,  
JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
Delaware corporation, and DOES 1 THROUGH  
10, inclusive,

Defendants.

Case No. RG 13679736

Assigned For All Purposes To:  
Judge Frank Roesch

**DECLARATION OF JAMIE WIOR IN  
SUPPORT OF DEFENDANTS' MOTION  
FOR CHANGE OF VENUE**

Action Filed: May 16, 2013

Date:  
Time:  
Dept: 24  
Judge: Hon. Frank Roesch



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I, Jamie Wior, declare as follows:

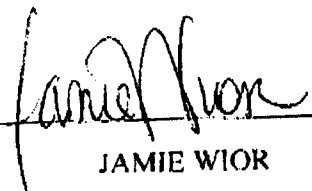
1. I am over 21 years of age. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I reside in Los Angeles County where I maintain my permanent residence. I have lived in Los Angeles County for 32 years. I lived there before, at and after the commencement of this action. I do not work or reside in Alameda County.

3. After filing the complaint in this case, the plaintiff twice tried to serve me with discovery pleadings and other court documents at my former residence, which is also in Los Angeles County.

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

Executed this 20 day of June, 2013.

  
\_\_\_\_\_  
JAMIE WIOR

COPY

UNDOCKED  
FILED  
ALAMEDA COUNTY

JUN 17 2013

CLERK OF THE SUPERIOR COURT

By PILIPINO TUNGOHAN  
Deputy

1 ANDREW A. KASSOF, P.C. (*Pro Hac Vice* pending)  
2 KIRKLAND & ELLIS LLP  
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8 Attorneys for Defendants  
9 DEREK FISHER and JAMIE WIOR

10 LYNNE C. HERMLE (STATE BAR NO. 99779)  
11 JOSEPH C. LIBURT (STATE BAR NO. 155507)  
12 CHRISTINA SARCHIO (*Pro Hac Vice* pending)  
13 ORRICK, HERRINGTON & SUTCLIFFE LLP  
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19 jliburt@orrick.com  
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23 ASSOCIATION

JAMES W. QUINN (*Pro Hac Vice* to be  
filed)  
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bruce.meyer@weil.com

Attorneys for Defendant  
THE NATIONAL BASKETBALL  
PLAYERS ASSOCIATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

**FILED BY FAX**

G. WILLIAM HUNTER,

Plaintiff,

v.

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Committee of the National Basketball Players  
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JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
Delaware corporation, and DOES 1 THROUGH  
10, inclusive,

Defendants.

Case No. RG 13679736

Assigned For All Purposes To:  
Judge Frank Roesch

**DECLARATION OF DAVID KIEFER IN  
SUPPORT OF DEFENDANTS' MOTION  
FOR CHANGE OF VENUE**

Action Filed: May 16, 2013

Date:  
Time:  
Dept: 24  
Judge: Hon. Frank Roesch

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I, David Kiefer, declare as follows:

1. I am over 21 years of age. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I currently am employed by the National Basketball Players Association ("the NBPA") as Counsel.

3. The NBPA is incorporated in the State of Delaware and has its principal place of business in New York.

4. The NBPA does not maintain any offices in Alameda County.

5. During his role as Executive Director of the NBPA, Mr. Hunter maintained his office at the NBPA headquarters in New York.

6. After filing the complaint in this case, the plaintiff mailed discovery pleadings and other court documents to the NBPA at its headquarters in New York.

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

Executed this 13<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
DAVID KIEFER

COPY

ENDORSED  
FILED  
ALAMEDA COUNTY

JUN 17 2013

CLERK OF THE SUPERIOR COURT

By \_\_\_\_\_  
**PILIPINO TUNGOHAN**

1 ANDREW A. KASSOF, P.C. (*Pro Hac Vice* pending)  
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8 Attorneys for Defendants  
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10 LYNNE C. HERMLE (STATE BAR NO. 99779)  
11 JOSEPH C. LIBURT (STATE BAR NO. 155507)  
12 CHRISTINA SARCHIO (*Pro Hac Vice* pending)  
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19 jliburt@orrick.com  
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21 Attorneys for Defendant  
22 THE NATIONAL BASKETBALL PLAYERS  
23 ASSOCIATION

JAMES W. QUINN (*Pro Hac Vice* to be  
filed)  
BRUCE S. MEYER (*Pro Hac Vice* to be  
filed)  
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Attorneys for Defendant  
THE NATIONAL BASKETBALL  
PLAYERS ASSOCIATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ALAMEDA FILED BY FAX**

G. WILLIAM HUNTER,

Plaintiff,

v.

DEREK FISHER, as President of the Executive  
Committee of the National Basketball Players  
Association and in his individual capacity,  
JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
Delaware corporation, and DOES 1 THROUGH  
10, inclusive,

Defendants.

Case No. RG 13679736

Assigned For All Purposes To:  
Judge Frank Roesch

**DECLARATION OF DEREK FISHER IN  
SUPPORT OF DEFENDANTS' MOTION  
FOR CHANGE OF VENUE**

Action Filed: May 16, 2013

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I, Derek Fisher, declare as follows:

1. I am over 21 years of age. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.
2. I reside in Los Angeles County where I have maintained my permanent residence and lived with my family for several years. I lived there before, at and after the commencement of this action. I do not work or reside in Alameda County.
3. I do not own a residence in Oklahoma.
4. After filing the complaint in this case, the plaintiff twice served me with discovery pleadings and other court documents at my permanent residence in Los Angeles County.
5. To the best of my recollection, both Mr. Hunter and I signed the alleged agreement attached to the Complaint at Exhibit D on June 23, 2010, in Las Vegas, Nevada.

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

Executed this 20 day of June, 2013.

  
DEREK FISHER

COPY

1 ANDREW A. KASSOF, P.C. (*Pro Hac Vice* pending)  
2 KIRKLAND & ELLIS LLP  
3 300 N. LaSalle Street  
4 Chicago, IL 60654  
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7 [andrew.kassof@kirkland.com](mailto:andrew.kassof@kirkland.com)

8 Attorneys for Defendants  
9 DEREK FISHER and JAMIE WIOR

10 LYNNE C. HERMLE (STATE BAR NO. 99779)  
11 JOSEPH V. LIBURT (STATE BAR NO. 155507)  
12 CHRISTINA SARCHIO (*Pro Hac Vice* pending)  
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18 [lchermle@orrick.com](mailto:lchermle@orrick.com)  
19 [jliburt@orrick.com](mailto:jliburt@orrick.com)  
20 [csarchio@orrick.com](mailto:csarchio@orrick.com)

21 Attorneys for Defendant  
22 THE NATIONAL BASKETBALL PLAYERS  
23 ASSOCIATION

~~FILED~~  
FILED  
ALAMEDA COUNTY

JUN 17 2013

CLERK OF THE SUPERIOR COURT

By \_\_\_\_\_ Deputy

**PILIPINO TUNGOHAN**

JAMES M. QUINN (*Pro Hac Vice*)  
BRUCE S. MEYER (*Pro Hac Vice*)  
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[bruce.meyer@weil.com](mailto:bruce.meyer@weil.com)

Attorneys for Defendant  
THE NATIONAL BASKETBALL  
PLAYERS ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

G. WILLIAM HUNTER,  
Plaintiff,

v.

DEREK FISHER, as President of the Executive  
Committee of the National Basketball Players  
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JAMIE WIOR, THE NATIONAL  
BASKETBALL PLAYERS ASSOCIATION, a  
Delaware corporation, and DOES 1  
THROUGH 10, inclusive,,  
Defendants.

**FILED BY FAX**

Case No. RG13679736

**PROOF OF SERVICE BY MAIL**

Date:  
Time:  
Dept: 24  
Judge: Hon. Frank Roesch

**PROOF OF SERVICE BY MAIL**

I am more than eighteen years old and not a party to this action. My business address is Orrick, Herrington & Sutcliffe LLP, 1000 Marsh Road, Menlo Park, California 94025. On June 17, 2013, I served the following document(s):

- **DEFENDANTS' NOTICE OF MOTION AND MOTION FOR CHANGE OF VENUE;**
- **DEFENDANTS' MEMORANDUM IN SUPPORT OF MOTION FOR CHANGE OF VENUE;**
- **DECLARATION OF DAVID KIEFER IN SUPPORT OF DEFENDANTS' MOTION FOR CHANGE OF VENUE;**
- **DECLARATION OF DEREK FISHER IN SUPPORT OF DEFENDANTS' MOTION FOR CHANGE OF VENUE;**
- **DECLARATION OF JAMIE WIOR IN SUPPORT OF DEFENDANTS' MOTION FOR CHANGE OF VENUE; and**
- **DECLARATION OF ANDREW A. KASSOF IN SUPPORT OF DEFENDANTS' MOTION FOR CHANGE OF VENUE**

on the interested parties in this action by placing true and correct copies thereof in sealed envelope(s) addressed as follows:

**David L. Anderson  
Marie L. Fiala  
Joshua Hill  
Sidley Austin LLP  
555 California Street  
San Francisco, CA 94104**

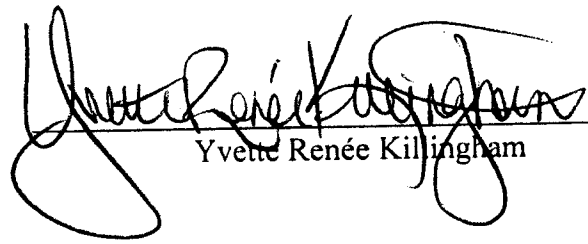
**Andrew A. Kassof, P.C.  
Kirkland & Ellis LLP  
300 N. LaSalle Street  
Chicago, IL 60654**

**James M. Quinn  
Bruce S. Meyer  
Weil, Gotshal, &  
Manges LLP  
767 Fifth Avenue  
New York, NY 10153**

I am employed in the county from which the mailing occurred. On the date indicated above, I placed the sealed envelope(s) for collection and mailing at this firm's office business address indicated above. I am readily familiar with this firm's practice for the collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the firm's correspondence would be deposited with the United States Postal Service on this same date with postage thereon fully prepaid in the ordinary course of business.

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I declare under penalty of perjury that the foregoing is true and correct. Executed on  
June 17, 2013, at Menlo Park, California.



Yvette Renée Killingham