

# EXHIBIT 9

To Affidavit of Amanda L. Bush



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Fort Worth Star-Telegram (Texas)

June 29, 2007 Friday

**SECTION:** D; Pg. 1**LENGTH:** 516 words**HEADLINE:** Is Mavs owner now crying foul?**BYLINE:** JEFF CAPLAN, Star-Telegram Staff Writer**BODY:**

Don Nelson, above, and Mark Cuban haven't seen eye-to-eye for years.

DON NELSON

Mavericks owner Mark Cuban believes Golden State's sizzling shooting alone didn't sink his basketball team in the most stunning playoff defeat in NBA history.

That's according to Don Nelson's attorney, John O'Connor, who said Cuban is suing Nelson, claiming the Warriors beat the Mavs in the first round because the Warriors' coach -- and former coach of the Mavs -- had "confidential information and he [Cuban] wants to enjoin Don from coaching against the Mavericks."

"There is no basis in our view," O'Connor said. "I suppose he [Nelson] knows [Dirk] Nowitzki likes to go right instead of left, but normally that's not a trade secret."

In an e-mail, Cuban acknowledged he and his lawyer have "claims" against Nelson, but is "not sure how we are handling them." Cuban offered a "no comment" when asked Thursday night for a description of "confidential information."

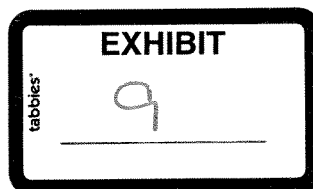
This new twist is an extension of an ongoing feud about compensation between the two men, who together resurrected the Mavs' franchise. Nelson sued Cuban last winter, claiming he is due \$6.5 million in deferred payments dating to the Ross Perot Jr. ownership group.

Cuban contends Nelson forfeited the money when he accepted the Golden State job because it breached a "non-compete" clause in his Mavs contract, a \$200,000-a-year consulting position that ran through 2011.

O'Connor said Cuban had stopped paying Nelson before he took the Golden State job and Nelson believed he was no longer bound to the "non-compete" clause.

"Bottom line is that when he took the Golden State job, he was still under his consulting agreement which had a 'non-compete' in it," Cuban wrote. "Part of the logic was that the 'non-compete' would keep him from working elsewhere since he was going to retire, or so he claimed every time. He was fine with the 'non-compete.' Until he wasn't. That's the basis of our claim."

An arbitrator is expected to tackle the claims in October.



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"I'm the victim," Nelson said. "I'm embarrassed by this, and I hope that the truth will come out. It will all come out in the arbitration."

If the arbitrator rules Nelson did violate the "non-compete" clause, it's doubtful, Cuban surmised, that a judgment would prohibit Nelson from coaching the Warriors.

"The real issue," Cuban wrote, "is that if Nellie loses, if he quits the Warriors to get in compliance, then we would have to pay the money owed. Would he rather quit and get paid or work and not get paid?"

Cuban said he didn't try to stop Nelson from taking the Golden State job last year because he didn't learn about the deal until after Nelson signed and, "I wasn't going to make a big deal."

After Golden State lost to Utah in the second round, Nelson, 67, announced that he was not sure he would return for the second season of his three-year deal.

In a report Wednesday, Nelson said he could decide after the completion of the Las Vegas Summer League on July 15. It's unknown if the Cuban issue will have any bearing on Nelson's decision process.

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**LOAD-DATE:** June 29, 2007