

NEWS RELEASE

Derek Fisher Cut Secret 2011 Deal with NBA Owners to Benefit Himself and Select Players, Says Suit Filed Today by Former Executive Director of Players Association

Contract Violations, Defamation and False Statements Cited in Legal Action Against Fisher, Publicist Jamie Wior and NBA Players Association

Suit Details Manipulation of Lockout Negotiations and Plan to Gain Control of Association

OAKLAND, California (May 16, 2013) -- Derek Fisher, the President of the National Basketball Players Association, engaged in secret negotiations with team owners to end their 2011 lockout on terms beneficial to the owners, himself and certain players, according to a lawsuit filed today in California Superior Court on behalf of G. William (Billy) Hunter, former Executive Director of the NBPA.

(For copy of lawsuit, click here: <http://billyhunterthefacts.com>)

The lawsuit names Fisher, currently playing with the Oklahoma City Thunder on a one-year contract, the National Basketball Players Association, and Jamie Wior, Fisher's publicist and self-described executive at Derek Fisher Brands. The suit cites several instances in which Fisher, Wior and certain players undermined Hunter's efforts to win an agreement that would benefit a broad range of NBA players, breaching terms of his employment and interfering with his ability to do his job as Executive Director.

Once the lockout ended with an agreement in line with the owners' demands, Fisher and Wior waged a campaign to terminate his employment without cause and in violation of his contract, according to the lawsuit "Wior harbored aspirations to assume a position of responsibility with the NBPA," the suit says. "She set out to craft a new public persona for Fisher, taking control of his media appearances and public statements and encouraging him to overreach his authority."

In connection with the filing, Mr. Hunter said: "It's unfortunate that I must take this action against an organization where I had the privilege of working with many dedicated associates over 17 years. I'm proud of our record of achievement on behalf of players during my tenure as Executive Director and will continue to stand up for their interests. But I cannot let stand attacks on my character or accept what has been done."

In the 2011 lockout, Fisher and certain players had a strong motivation to give into owners' desire to claw back the gains that Hunter had won in his successful negotiations in 2005, the suit notes. Fisher was nearing the end of his career and hoped to land a position in management with an NBA team.

"Each game cancelled during the lockout represented income that Fisher would never realize and would be unlikely to recover because his remaining player career was limited," the suit says. "For similar reasons, some of the highest compensated NBA players...and their agents, shared Fisher's sentiment that the lockout must end."

On October 27, 2011, in the midst of contract negotiations, Hunter was phoned late at night by one of the highest paid NBA players and his agent, the suit recounts. The player, who had previously expressed public support of Hunter and the NBPA's tough negotiation stance, told

Hunter that a deal had already been cut with the owners and that he should just accept it to end the lockout. The suit withholds the name of the player who called.

After the call, Hunter learned through inquiries that Fisher and Wior had negotiated in secret with the owners, and Hunter confronted Fisher with that information, the suit says. Though Fisher denied the accusation, "Hunter is informed and believes and on that basis alleges that Wior was closely involved in helping Fisher devise and implement his plan to cut a secret deal with Certain Owners that would benefit Fisher's – and thus, by extension, Wior's – interests," the suit says.

In early 2012, the suit alleges, Fisher and Wior initiated a plan "to oust Hunter as Executive Director and to vest control of the Union in Fisher and Wior." To that end, "Fisher and Wior were secretly working with a Washington, D.C.-based law firm to commission an audit of the union, but without any Executive Committee consultation or approval," the suit states.

In April 2012, the Executive Committee convened a conference call with Hunter and invited Fisher to share his concerns about the Union's governance, the suit recounts. Fisher declined to join the call and set up a separate call in which some Executive Committee members participated, according to the suit. Ultimately, the Executive Committee voted 8-0 that it had lost confidence in Fisher's leadership and called on him to resign, the suit says.

Fisher refused to resign, however. What followed, the suit contends, was a series of media attacks on Mr. Hunter's stewardship of the union. "Wior orchestrated this press campaign designed to undermine Hunter," the suit alleges.

The negative coverage forced the Executive Committee to form a special committee charged with supervising an internal investigation. A prominent New York law firm was retained and spent nine months conducting "an exhaustive review of thousands of pages of documents" and "evaluating statements made by more than three dozen witnesses," the suit notes.

The report absolved Hunter of all serious allegations, concluding that he never engaged in any criminal acts or violated any union policies or contractual provisions, the suit notes. The report cited instances of "missteps," although even then, the drafters "could not say that [Hunter] alone was responsible in all instances for these" because "other Union representatives did not always satisfy their own responsibilities."

The NPBA has not publicly disclosed the cost of investigation, which it publicized with a news release and posted on a Web site fully accessible to the public. The suit notes that Mr. Hunter was never given an opportunity to reply to criticisms in the report before it was made public.

The suit notes that Fisher held a news conference following the termination in which he personally attacked Mr. Hunter. Also, in early February, Wior moved into the NBPA's Harlem headquarters even though she had no formal position with the union, communicating "by her words and actions that she had been empowered by Fisher to do so," the suit says.

According to the suit, "Hunter is informed and believes and on that basis alleges that Fisher's campaign to retaliate against Hunter for having confronted Fisher about his secret negotiations with the NBA and/or Certain Owners led to and was a substantial cause of Hunter's termination."

This case is G. William Hunter v. Derek Fisher, Jamie Wior, the National Basketball Players Association, a Delaware corporation, and Does 1 through 10, inclusive, filed in Superior Court of the State of California, County of Alameda. Mr. Hunter is represented by attorneys David L. Anderson, Marie L. Fiala, and Joshua Hill of Sidley Austin LLP, San Francisco, CA.

End

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