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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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. LC100771 **DECLARATION OF THEOPHALUS RATLIFF 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

I, Theophalus (Theo) Ratliff, do hereby declare:

1. I played in the National Basketball Association ("NBA") for 16 seasons for multiple teams, most recently for the Los Angeles Lakers. I was also a member of the National Basketball Players Association ("NBPA" or "union") Executive Committee for 13 years, from 2000 to 2013.

2. I understand that the former Executive Director of the NBPA, G. William (Billy) Hunter, is engaged in litigation with the NBPA, Derek Fisher, and Jamie Wior. I also understand that this declaration will be used to support Mr. Hunter in his lawsuit. I make this declaration voluntarily. To the extent I attempt to directly quote any person in this declaration, I am recalling the words spoken to the best of my recollection. If called to testify, I would be able to competently testify about the matters contained in this declaration.

3. This declaration does not include every fact I know about Mr. Hunter, Mr. Fisher, or Ms. Wior but rather is limited to what I understand to be information relevant to the motions now before the Court.

4. I have worked with Mr. Hunter for as long as I was a member of the Executive Committee. In my experience, Mr. Hunter has been a hard-working and successful Executive Director. The financial stability of the union increased greatly under Mr. Hunter, and players have prospered. In my experience, Mr. Hunter was always open and accessible to the players. Mr. Hunter's policies basically created the "middle class" of players. Indeed, Mr. Hunter constantly faced pressure from certain players and agents, because he refused to give the star players everything they wanted.

5. I am no longer a member of the Executive Committee, but I am aware that the union is now claiming that Mr. Hunter does not have a valid employment contract with the union. I was a member of the Executive Committee when the union extended Mr. Hunter's contract in 2010. The extension became effective July 1, 2011. Every member of the Executive Committee supported extending Mr. Hunter's contract. In fact, Mr. Fisher supported the contract extension.

6. Despite what the union is now claiming, the union has always dealt with Mr. Hunter as if he has a valid contract. Mr. Hunter served the union under the new extension just has he had under the prior extensions. Mr. Hunter ran the day-to-day operations of the union. He handled

operations for the foundation. During the 2011 collective bargaining agreement ("CBA") negotiations, he continually engaged the players and made sure everyone knew what was going on.

7. During the 2011 CBA negotiations, Mr. Hunter traveled around the country to speak to different teams and with individual players. Mr. Hunter explained the positives and the negatives of the CBA terms under negotiation. Mr. Hunter worked to keep the players on board and unified in support of the union's goals for the new CBA. The union's and Mr. Hunter's goal was to get the best contract while minimizing what the players would have to give back to the owners.

8. Given everything I know about Mr. Hunter's service to the union and the benefit the union received from Mr. Hunter's work, the union's current position that Mr. Hunter does not have a valid employment contract is outrageous. The union's position is completely inconsistent with how we treated Mr. Hunter for the 13 years I was a member of the Executive Committee.

9. I served on the Executive Committee with the defendant Derek Fisher. Before the 2011 CBA negotiations, I believe that Mr. Hunter and Mr. Fisher enjoyed a close, father-son type relationship. I believe that Mr. Hunter taught Mr. Fisher everything he knows about the union.

10. When the 2011 CBA negotiations started, Mr. Fisher's personality and demeanor towards Mr. Hunter began to change. Mr. Fisher's assistant, Jamie Wior, began flexing power within the union even though she did not have a formal position at the union. Mr. Fisher became upset when people tried to rein in Ms. Wior.

11. I learned that during the 2011 CBA negotiations, Mr. Hunter confronted Mr. Fisher about Mr. Fisher's secret negotiations with the NBA and owners. I was not present for the confrontation, but I learned about it soon after it happened.

12. I noticed that after the confrontation Mr. Fisher totally changed and went into a shell. He stopped communicating with the Executive Committee. He seemed hostile towards Mr. Hunter. As far as I know, his communications seemed to be limited to conversations with Ms. Wior. Before the confrontation, Mr. Fisher had been very boisterous in the CBA meetings with the NBA and owners, but after the confrontation he appeared to be not engaged during the CBA meetings.

13. After the confrontation, it also seemed to me that the owners were less confident. During earlier CBA meetings, before the confrontation between Mr. Hunter and Mr. Fisher, the

owners behaved as if they knew the terms of the CBA would be exactly what they wanted. After the confrontation, the owners behaved as if they had lost the upper hand.

14. I am aware that the union hired a law firm in 2012 to conduct a review of the union's management. I read the summary of the law firm's report.

15. I read in the report that Mr. Fisher claimed that he did not know Alexis Hunter worked at a law firm hired by the union. It seemed to me that Mr. Fisher was claiming that Mr. Hunter hid that information from him. This was an attack on Mr. Hunter's character. First of all, it makes no sense for Mr. Hunter to hide that Alexis worked for a law firm hired by the union. I knew at the time that Alexis was doing work for the union. Alexis was often around; she was not hiding. I do not understand how any member of the Executive Committee would be unaware that Alexis was working for the union's law firm.

16. In addition, I read that Mr. Fisher said that a watch given to him by Mr. Hunter was a bribe. I saw this as another attack on Mr. Hunter's character by Mr. Fisher, who has appeared to be nursing a grudge against Mr. Hunter ever since the confrontation.

17. I do not understand how Mr. Fisher could have viewed this gift of a watch as a bribe. Mr. Hunter is well known for his gifts to members of the Executive Committee. Mr. Hunter has given past Presidents of the union watches as gifts. I believe that Mr. Fisher has received more than one watch as a gift from Mr. Hunter. Mr. Hunter has given me a watch. He has given every member of the Executive Committee a gift. In my experience, no recipient of these gifts has ever questioned or returned the gifts, and that includes Mr. Fisher. I have never known Mr. Hunter to ask for anything in return for these gifts. In my experience, the gifts have always been appreciated by those who received them.

18. I also know that Mr. Hunter was criticized because his children worked for the union or for union vendors. Again, it seemed strange to me to criticize Mr. Hunter for this in 2013 when it was well-known that Mr. Hunter's children had been working in these positions for many years. I knew that his son Todd was one of the main speakers for the union's financial program. Todd traveled around the country to speak to players about financial management. It was open knowledge that Todd was Mr. Hunter's son. In my experience, players appreciated Todd's work.

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

Executed August 9, 2013 in Atlanta, GA.

THEOPHALUS RATLIFF