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9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 IN AND FOR THE COUNTY OF LOS ANGELES
11

12 G. WILLIAM HUNTER,
13 Plaintiff,
14 v.

15 DEREK FISHER, as President of the Executive)
Committee of the National Basketball Players)
16 Association and in his individual capacity,)
JAMIE WIOR, THE NATIONAL)
17 BASKETBALL PLAYERS ASSOCIATION, a)
Delaware corporation, and DOES 1 THROUGH)
18 10, inclusive,)
19 Defendants.)

Case No. LC100771

Date Filed: May 16, 2013

**DECLARATION OF G. WILLIAM
HUNTER IN SUPPORT OF PLAINTIFF'S
OPPOSITION TO DEFENDANTS' ANTI-
SLAPP MOTIONS**

DATE: December 6, 2013

TIME: 8:30 a.m.

DEPT: D

JUDGE: The Hon. Huey P. Cotton

1 I, G. William “Billy” Hunter, declare as follows:

2 1. I am the plaintiff in the above-captioned action. I am over 21 years of age. Except
3 as otherwise indicated below, I have personal knowledge of the facts set forth in this declaration
4 and, if called as a witness, could and would testify competently thereto.

5 **My Employment with the NBPA**

6 2. On or about July 15, 1996, the National Basketball Players Association (the “NBPA”
7 or “union”) and I entered into a written contract of employment (“Employment Contract”) by which
8 I became employed as the NBPA’s Executive Director. I served in that position until the NBPA
9 purported to terminate me on February 17, 2013. A true and correct copy of the Employment
10 Contract is attached as Exhibit 1. I was informed by Charles “Buck” Williams at the union that my
11 appointment as Executive Director and the terms of the Employment Contract were approved by the
12 NBPA Board of Player Representatives and NBPA Executive Committee members at the time.

13 3. The term of the Employment Contract was extended three times by mutual
14 agreement between myself and the NBPA. There was nothing secret about the three contract
15 extensions. Each of the three contract extensions was handled in the same way: each extension was
16 negotiated openly; submitted to a vote of, and approved by, the union’s Executive Committee,
17 which is elected by the players; and signed by a union officer.

18 4. On July 15, 1999, the NBPA and I extended my term of employment in writing by
19 an additional seven years, to July 14, 2006 (“1999 Extension”). A true and correct copy of the 1999
20 Extension is attached as Exhibit 2.

21 5. In March 2005, effective July 1, 2005, the NBPA and I extended my term of
22 employment in writing by an additional five years, to June 30, 2011 (“2005 Extension”). A true and
23 correct copy of the 2005 Extension is attached as Exhibit 3.

24 6. In June 2010, effective July 1, 2011, the NBPA and Defendant Derek Fisher
25 (“Fisher), the President of the NBPA, and I extended my term of employment in writing by an
26 additional four years, to June 30, 2015 (“2010 Extension”). A true and correct copy of the 2010
27 Extension is attached as Exhibit 4. A true and correct copy of a redacted email message from me to
28 the Executive Committee with a copy to Fisher dated June 9, 2010, which I wrote shortly after the

1 2010 Extension was approved in the regular course of performing my responsibilities as Executive
2 Director and in which I thank the Committee for granting me the extension, is attached as Exhibit 5.

3 7. The 2010 Extension provided that the NBPA might extend the Employment Contract
4 for an additional one-year term, and that this option was exercisable by me at my sole discretion.

5 8. I understood that the Employment Contract I signed in 1996 constituted my
6 employment agreement with the NBPA, and that the 1999, 2005, and 2010 Extensions were not
7 new employment contracts but rather extended the term of the original Employment Contract. I
8 recall specifically that, in 2010, members of the Executive Committee said to me that the union
9 wanted to “extend my contract” before the CBA negotiations got underway. My understanding was
10 also based in part on language in the documents. For instance, the 2005 Extension included the
11 statement that the NBPA “hereby retains and extends the contract of employment of G. William
12 Hunter as the Executive Director for the NBPA” The 2010 Extension contained the same
13 language in this regard as the 2005 Extension.

14 9. My understanding also was based on the fact that at no time did any member of the
15 NBPA Executive Committee or anyone else affiliated with the union communicate to me that the
16 Extensions required approval by a vote of the NBPA’s Board of Player Representatives. No one
17 mentioned this supposed “requirement” to me in 1999, at the time the NBPA first extended my
18 contract, or in connection with the subsequent extensions. I had no reason to believe, and did not
19 believe, that any vote by the Board of Player Representatives was needed to approve the Extensions.

20 10. On or about June 24, 2010, after the 2010 Extension was signed, the Executive
21 Committee and the Player Representatives of the NBPA met at the Wynn Hotel in Las Vegas. I
22 attended the meeting and addressed the participants on matters relating to the business and affairs of
23 the union, such as the progress made in leasing space in the union’s headquarters building, ongoing
24 charitable efforts, expanded media resources, the formation of a bank, and players’ pension and
25 other benefits. At no time did anyone at the meeting question the validity of the 2010 Extension or
26 indicate by any means that the 2010 Extension might require a vote by the Player Representatives
27 before it became valid. A true and correct copy of the minutes of this meeting is attached as Exhibit
28 6.

1 11. Following each contract Extension, I continued to perform all of my duties and
2 obligations as Executive Director. The union, for its part, continued to manifest its expectation that
3 I would continue in that role for, by example, continuing to pay me my negotiated salary and
4 benefits and to provide input through the Executive Committee and union officers concerning the
5 performance of my job responsibilities prior to my termination on February 17, 2013. The union
6 accepted my performance of my duties and obligations as Executive Director under the
7 Employment Contract prior to terminating me on February 17, 2013.

8 12. No one affiliated with the union ever indicated to me by word or action that my
9 Employment Contract was not valid or that I was not validly employed pursuant to the Employment
10 Contract and the Extensions. To the contrary, every interaction I had with union representatives and
11 players affirmed that the opposite was true.

12 13. In late 2011, during the height of the collective bargaining negotiations that I
13 describe below, a lawyer representing the union on matters relating to the union's collective
14 bargaining strategy recommended that I take steps to have the 2010 Extension ratified by the Board
15 of Player Representatives. No one at the union or any of its outside law firms had ever previously
16 made this recommendation to me. I did not consider the lawyer who made that recommendation in
17 late 2011 to be an expert in such matters. I did not credit his recommendation and did not act on it.
18 Even now I do not agree with his recommendation. I do not agree that the union can sign an
19 agreement extending my employment, expect me to perform for those additional years of service,
20 and then later claim that the contract extension never existed. During the union's internal
21 investigation, which is discussed below, the lawyers who interviewed me for the union pushed me
22 to say what I might have done if I agreed with the recommendation to get the 2010 Extension
23 ratified. Cooperating with their investigation, I answered their questions, but at no time did I agree
24 that the union had a right to walk away from the 2010 Extension.

25 **My Performance as Executive Director**

26 14. At the time I was hired as Executive Director, the NBPA was a weak union, unable
27 to effectively represent the interests of the players. As the NBPA stated in the 1999 Extension, the
28 NBPA was fractionalized and its player members lacked solidarity. Many of the players were

1 inactive in and/or disgruntled with the union, and believed the union was unable to negotiate
2 effectively with the National Basketball Association (“NBA”) owners.

3 15. My agenda when I became Executive Director in 1996 included strengthening union
4 solidarity, improving the union’s negotiating position with the owners, and bettering the position of
5 the union’s mid-range salary players. I have always believed and been guided by the principle that
6 the union existed to protect the rights of *all* NBA players – not just the top one percent, the
7 “superstars.”

8 16. Only three years after I was hired, the NBPA complimented me (in the 1999
9 Extension) on my “excellent performance” as Executive Director and stated that I had performed
10 my responsibilities “in an outstanding manner and significantly improved the [union] in many ways
11 by, among other things, solidifying the [union’s] office with key and competent staff, unifying the
12 [union], retiring the [union’s] debt, [and] operating the [union] profitably on a consistent basis.”

13 17. The union today is substantially stronger than it was when I became Executive
14 Director. As Executive Director, I negotiated three collective bargaining agreements (“CBAs”)
15 with the NBA. Players’ salaries doubled, making NBA players the highest paid team athletes of the
16 four major U.S. sports leagues. The players’ collective salaries have increased by more than \$1
17 billion and group licensing revenues increased to approximately \$30 million per year.

18 18. Another priority for me was to turn the union’s finances around. At the time I was
19 appointed Executive Director, the union had debt of approximately \$5 million. During my tenure,
20 net union assets grew to more than \$100 million. The union was able to achieve those results
21 despite the fact that membership dues have not gone up for the last eleven years and during the
22 recent years of economic recession.

23 19. Another of my key accomplishments was moving the NBPA from expensive rental
24 space in midtown Manhattan to owning the valuable Harlem office building that now houses the
25 union offices along with several tenants, further strengthening the union’s financial security.

26 20. Also high on my list of priorities was seeing to the financial, medical, and other
27 needs of retired NBA players. Today, active and recently retired players have access to premier
28

1 pension and benefit plans and continuing educational opportunities. Specifically, under my
2 leadership, the NBPA:

- 3 a. Began the “Sportscaster U. Broadcasting Program” in conjunction with
4 Syracuse University, which gives players the opportunity to develop the skills
5 and experience necessary to prepare for a career in broadcasting;
- 6 b. Expanded and strengthened the union’s Defined Benefit Pension Plan and
7 Group Licensing Program;
- 8 c. Created a 401(k) Pension Plan, a Supplemental Health Plan (“Super Cobra”),
9 and a Bridge Program designed to provide income to retired NBA players
10 between the ages of 30-50;
- 11 d. Created access to a variety of enrichment programs, such as the NBPA Top
12 100 Coaching Clinic, NBPA Executive Training Program, NBPA Financial
13 Management Program, and NBPA Continuing Education Program; and
- 14 e. Mandated that players attend financial awareness seminars to educate players
15 on saving and investing to ensure financial security when their playing
16 careers ended.

17 21. I have always placed great importance on personally interacting with the players.
18 During my seventeen years of service to the NBPA, I traveled repeatedly to every NBA city on a
19 regular basis. On those trips I met with players, updated them regarding the NBPA’s activities,
20 heard their input, attended elections for player representatives, and distributed licensing checks to
21 the players.

22 22. Under my leadership, the NBPA’s charitable foundation has supported a wide range
23 of charities such as the Red Cross, UNICEF, and Habitat for Humanity, and donated millions of
24 dollars to World Trade Center relief, tsunami relief in Bangladesh, earthquake relief in Haiti, and
25 hurricane relief in the U.S. The union has fed over 100,000 children a day over a two-year period,
26 provided food and personal care items for between 60,000-100,000 families in the United States,
27 and provided medical care for HIV-infected children through its partnerships with Feed the
28 Children and Project Contact Africa. The union’s commitment to charitable efforts have benefited

1 countless recipients and improved the public image of the NBPA and NBA players. The
2 foundation's assets more than tripled during my term as Executive Director and now stand at more
3 than \$26 million.

4 **The 2011 Collective Bargaining Negotiations and Lockout**

5 23. My Employment Contract states that my duties as Executive Director are defined by
6 the Constitution and By-Laws of the NBPA, which were adopted on June 22, 1990, and amended a
7 number of times after that date. A true and correct copy of the Constitution and By-Laws as
8 amended on June 1990, February 1994, February 1996, July 1999, and July 2000 is attached as
9 Exhibit 7. The Constitution and By-Laws state the Executive Director was to be exclusively
10 responsible for the collective bargaining relationship between the union and the NBA.

11 The CBA is the contract between the NBA and the union that prescribes the terms for player
12 contracts, trades, revenue distribution, the NBA draft, and the NBA salary cap, among other
13 matters. As the Executive Director, I was responsible for negotiating the CBAs on behalf of the
14 union.

15 24. One of the reasons that the Executive Director is given power to negotiate the
16 collective bargaining agreements is that players have inherently conflicting interests during the
17 bargaining process. I viewed my responsibility in these negotiations as reaching a deal that
18 maximized the welfare of all players, not only the highly-paid stars, especially as the rank-and-file
19 players did not participate in the negotiations and so could not protect their own interests. The
20 players have differing interests, depending on their seniority and how long remains in their playing
21 careers. Younger players have an interest in negotiating a CBA with favorable terms. Older
22 players such as Fisher, who are more highly paid and nearing the ends of their careers, have an
23 interest in avoiding a lockout, during which they would lose income they would be unlikely to
24 recover as they approached the ends of their playing careers, even if that means striking a less
25 favorable CBA. A true and correct copy of a redacted email message from me to the Executive
26 Committee dated April 19, 2011, which I wrote in the regular course of performing my
27 responsibilities as Executive Director during the negotiations on the 2011 CBA and which is
28 consistent with the foregoing statement, is attached as Exhibit 8.

1 25. As Executive Director, I had extensive experience in negotiating CBAs on behalf of
2 the union. I represented the NBPA in three rounds of collective bargaining with the NBA, with new
3 CBAs signed in 1999, 2005 and 2011. Two of these CBAs (1999 and 2011) were finalized only
4 after lockouts led to the cancellation of part of the NBA season.

5 26. In July 2005, the NBA and the NBPA negotiated and ratified a CBA that, among
6 other provisions, guaranteed the NBA players 57% of basketball-related income (“BRI”). That
7 contract expired on June 30, 2011.

8 27. Negotiations on a new CBA between the owners and the union began in late 2010. It
9 quickly became apparent that the union and owners were far apart on a number of issues, including
10 the division of BRI. The owners wanted to reduce the players’ share of BRI from 57% to 37%.
11 Other issues in dispute were the structure of the salary cap and luxury tax. The NBA salary cap is a
12 “soft” limit to the total amount of money that NBA teams are allowed to pay their players,
13 calculated as a percentage of NBA revenues from the previous season, but with a complex set of
14 exceptions. The luxury tax is a payment required of teams whose total payroll exceeds a certain
15 level, as determined by a complicated formula.

16 **The Lockout and Cancellation of NBA Games**

17 28. Despite intensive negotiations, we had not been able to come to an agreement with
18 the owners on a new CBA by the summer of 2011. On July 1, 2011, the NBA owners locked out
19 the players, which meant that the players could not access NBA team facilities, trainers, or staffs.
20 Our negotiations with the union continued off and on in August, September, and October 2011,
21 without making significant progress. BRI distribution, the salary cap structure, and the luxury tax
22 remained the key points of disagreement between the two sides.

23 29. On September 23, 2011, the NBA canceled training camp, which was to begin on
24 October 3, and the first week of preseason games, which were to run from October 9 to 15. This
25 was a significant occurrence. Although the players had been locked out since July 1, 2011, the
26 lockout had not affected the vast majority of the players financially up until this time because the
27 players’ salaries are paid out based on a 92-game season (preseason plus regular season games).

1 30. On October 4, 2011, the NBA canceled the remainder of the preseason. On October
2 10, 2011, the NBA cancelled the first two weeks of regular season games, which had been
3 scheduled to begin on November 1, 2011. On October 30, 2011 the NBA canceled all games
4 through November 30, 2011, as the union and the owners remained unable to come to an agreement.

5 31. We continued to negotiate with the owners into November 2011 but were unable to
6 agree on key terms of the CBA, including the BRI split. The owners made several proposals that
7 would have given players between 47 and 50% of BRI. I determined that it was in the best interests
8 of the players to hold the line at 52%. Each percentage point represents roughly \$40 million in
9 basketball revenue. On November 14, 2011, the NBPA rejected the owners' final offer. On
10 November 15, 2011, the NBA canceled all games through December 15, 2011.

11 **Fisher's Secret Negotiations with Owners**

12 32. I have known defendant Fisher for many years. He was a player representative for
13 the NBPA and served on the Executive Committee before becoming the union's President. On
14 many occasions before the 2011 CBA negotiations, Fisher emphatically assured me that I enjoyed
15 his trust and confidence, and perhaps naively, I believed him. Based on Fisher's assurances, and
16 because of our long personal and professional relationship, including the facts that Fisher was a
17 signatory to the 2010 Extension and, at all times relevant to my Complaint, was an officer of the
18 union which was my employer, I believed that I enjoyed a relationship of trust and confidence with
19 Fisher.

20 33. As part of the negotiations on the 2011 CBA, the NBPA and the NBA scheduled a
21 series of negotiating sessions to take place on or about October 28, 2011, at the Waldorf Astoria
22 Hotel in New York. Going into the meeting, the NBA was offering a 50-50 split of BRI. As the
23 exclusive negotiating representative of the union as set forth in the union By-Laws, I took the
24 position that the union would hold firm on a 52% share of BRI. I met with players prior to the
25 negotiating sessions and believed that I and the other NBPA representatives were unified going into
26 this high-stakes negotiation.

27 34. Late in the evening before the Waldorf Astoria meeting, I was already in bed for the
28 night when my phone rang. The caller identified himself as the "Black Mamba." I knew it was

1 Kobe Bryant, a superstar player for the Los Angeles Lakers and the highest paid player in the NBA.
2 He told me that his agent, Robert Pelinka, who was also known to me, was on the call with him. I
3 knew that Bryant and Fisher were friends and former teammates and shared an agent. Prior to this
4 late-night phone call, Bryant had publicly supported the union’s negotiating position. On the phone
5 call, Bryant told me to agree to the new CBA at a 50-50 share of BRI, saying, “I know that
6 tomorrow is a big day. You can put this thing to bed. Do the deal,” and also telling me, “I got your
7 back.” What Bryant and Pelinka were telling me is that a 50-50 deal had already been completed
8 behind my back.

9 35. The next morning, I met with the NBPA player representatives at the Waldorf
10 Astoria before we started the negotiating sessions with the NBA. During this private briefing
11 session, I told the players that it was the union’s position that it would not settle for less than a 52-
12 48 split of BRI. Approximately fifteen minutes later, I learned that what I had just said in the room
13 was already being reported in the press. It was clear to me that someone in the room was leaking
14 information to the media because there was no other way the information could have become
15 public.

16 36. I left the room and started making phone calls, trying to identify the source of the
17 leak. What I learned was shocking to me. I confronted Fisher. I asked him whether he had been
18 secretly negotiating directly with the owners. I asked him if he had committed to deliver a 50-50
19 share of BRI to the NBA. I recall that Maurice Evans, a member of the Executive Committee, was
20 present during this conversation. Fisher did not deny the existence of the secret negotiations with
21 NBA owners, but denied having had a role in them. Fisher said that it was Bryant and Pelinka who
22 had engaged in secret negotiations with NBA Deputy Commissioner Adam Silver, adding that they
23 had “thrown [Fisher] under the bus.” To this point in my conversation with Fisher, I had not
24 mentioned the phone call I had received from Bryant and Pelinka the previous night. Fisher’s
25 unprompted invocation of Bryant and Pelinka further confirmed my belief that Fisher was lying
26 when he denied having engaged in secret negotiations with the NBA.

27 37. Within days of this confrontation, Fisher publicly denied he had been negotiating
28 with the NBA owners, issuing a letter stating, in part, “There have been no side agreements, no side

1 negotiations or anything close.” A true and correct copy of Fisher’s letter published on the website
2 www.espn.com on October 31, 2011 is attached as Exhibit 9.

3 38. Since Fisher did not admit to having had secret negotiations with the NBA owners, I
4 felt I had no alternative after I confronted Fisher but to go ahead with the CBA negotiations as
5 previously scheduled. That same day, we met with the owners in a conference room for all-day
6 negotiating sessions. I immediately noticed a change in Fisher’s behavior. Fisher had been very
7 active in earlier negotiations. By contrast, after our confrontation over the secret negotiations,
8 Fisher sat silently during the meeting with the owners, which was dramatically different than his
9 usual behavior. The team owners also behaved differently than they had previously. In the earlier
10 negotiating sessions, the team owners directed many questions at Fisher, but following the
11 confrontation, the team owners appeared to give Fisher a “pass” and stopped directing questions to
12 him.

13 39. As the negotiating session went on, the two sides remained unable to agree on BRI.
14 I reiterated the union’s demand for 52-48 split of BRI and led a walkout of the players from the
15 room. All of the other players rose from their chairs to walk out with me except for Fisher, who
16 remained seated to the point of awkwardness and then arose very slowly. As the rest of us walked
17 out, one of the team owners pointedly asked Fisher, “Is this what you want?”

18 40. Based on Fisher’s demeanor, facial expression, and manner of speaking during the
19 negotiating session, as well as the demeanor and conduct of the owners, I concluded that Fisher had
20 not told me the truth and that he had, in fact, been negotiating with the owners himself.

21 41. The NBPA and the owners reached a tentative deal on November 26, 2011. The
22 players and owners concluded their voting on the deal on December 8, 2011, when the new CBA
23 was ratified and the lockout ended. Under the terms of the new CBA, the players would receive
24 51.2% of BRI in 2011-12, with a 49-to-51% band in subsequent years.

25 42. Fisher’s actions undermined my attempt to present a unified NBPA in the high-
26 stakes CBA negotiations. I had negotiated a CBA in 2005 that entitled the players to 57% of BRI.
27 Fisher’s meddling in the 2011 CBA negotiations resulted in an agreement under which the players’
28 share of BRI could drop as low as 49%. The public perception of the 2011 CBA as reflected in

1 contemporaneous media reports was almost universally that the new CBA – particularly the BRI
2 split – was a “win” for the owners. A true and correct copy of an article published on the website
3 www.CBSSports.com on August 12, 2013, reporting that the 2011 CBA was “widely viewed as a
4 negotiating victory for the [NBA] owners,” is attached as Exhibit 10.

5 43. Based on my many years of experience in dealing with the NBA owners both during
6 and between CBA negotiations, I believe I exercised sound judgment about how to conduct the
7 2011 CBA negotiations and how to achieve results that maximized the benefits of the CBA to union
8 members. I believe I could have achieved a CBA more favorable to the players but for Fisher’s
9 interference.

10 44. By his actions, Fisher interfered with my right to act as the union’s collective
11 bargaining negotiator, weakened the union’s negotiating power, and made it impossible for me to
12 perform my role effectively. Fisher’s conduct thus diminished my credibility with the players and
13 the Executive Committee and also their confidence in me. I was blamed for the new, less lucrative
14 CBA even though my negotiating efforts had been sabotaged by Fisher’s machinations. I believe
15 that the perception of the CBA as less favorable for the players contributed to a lack of support from
16 players when the union voted in February 2013 to wrongfully terminate my employment.

17 45. I went so far as to consider filing a complaint with the National Labor Relations
18 Board alleging that Fisher had worked with some of the NBA owners to undermine the union’s
19 collective bargaining negotiations. I discussed this course of action with others, but ultimately
20 decided not to proceed.

1 **Defendant Wior's Role**

2 46. As further described below, defendant Jamie Wior ("Wior"), Fisher's publicist and
3 business manager, was closely involved with Fisher's activities both leading up to the 2011 CBA
4 and afterward, when Fisher and Wior undertook a course of action to discredit me with the NBPA
5 Executive Committee, players, and the public.

6 47. At no time during my employment as Executive Director was Wior employed by the
7 NBPA nor did she have any legitimate role, responsibilities, or input into the running of the union's
8 affairs.

9 48. Despite Wior's lack of any affiliation with the union, I noticed in early 2011 that
10 Fisher was involving Wior in every aspect of his dealings with and on behalf of the union. Wior's
11 involvement in union affairs and events far exceeded that of representatives working with other
12 players. As just one example, on September 15, 2011, the union held a players-only regional
13 meeting at the Vdara Hotel in Las Vegas. Although numerous players are assisted by agents,
14 personal assistants, public relations consultants, or other representatives, by long tradition these
15 service providers do not attend this meeting, which is restricted to the players themselves. Wior
16 showed up and insisted on being allowed into the meeting. When NBPA security officers asked her
17 to leave, she refused, claiming that she was there on Fisher's authority and that only Fisher could
18 ask her to leave, which he did not do.

19 49. As another example of Wior's intrusion into the NBPA's internal affairs and
20 attempts to undermine my authority, I recall being present during a heated interchange between
21 Wior and an NBPA employee in which Wior accused the employee, incorrectly, of leaking
22 confidential information to the press. Wior aggressively insisted that I should fire the NBPA
23 employee. Under the Constitution and By-Laws, neither Fisher nor Wior had any authority over the
24 hiring or firing of NBPA employees. Those responsibilities were solely mine as the Executive
25 Director.

26 50. I also noticed that Wior was closely involved in the drafting of all of Fisher's public
27 statements, to the point of micromanaging Fisher's statements and appearances. I recall that on a
28 number of occasions Fisher, after meeting with Wior, made public statements purporting to be on

1 behalf of the NBPA and disseminating messages to the players even when it was not appropriate for
2 him to do so and even though his communications had not been approved by the Executive
3 Committee or the NBPA's public relations staff.

4 51. Wior had no authority whatsoever to become involved with the CBA negotiations.
5 Nonetheless, Wior was a constant presence at the CBA negotiating sessions. As became routine,
6 after Fisher, the Executive Committee, and I met following the CBA negotiating sessions to
7 coordinate on the NBPA's public message, Fisher would privately consult with Wior and, at times,
8 then make a public statement that was different from the one agreed to by the Executive Committee.

9 52. Throughout the 2010-2011 time frame, I personally observed that Fisher worked
10 closely and constantly with Wior, frequently consulted with her on matters pertaining to the
11 NBPA's activities, and appeared to rely heavily on Wior's input, particularly with regard to the
12 CBA negotiations.

13 **Fisher and Wior's Campaign Against Me**

14 53. After my confrontation with Fisher during the October 28, 2011 negotiating sessions,
15 I noted that Fisher withdrew from participating in the union's affairs and fulfilling his
16 responsibilities as NBPA President. From December 2011 through April 2012, Fisher withdrew
17 from Executive Committee conference calls, appearances on the NBPA's behalf, or cooperation
18 with the union.

19 54. Based on Fisher's subsequent statements, I believe that during this time frame Fisher
20 and Wior were secretly working with a Washington, D.C.-based law firm, Patton Boggs, to
21 commission an audit of the union, but without consulting with the Executive Committee or
22 obtaining its approval. In April 2012, after months of absenting himself from union matters, Fisher
23 called an Executive Committee conference call to discuss retaining Patton Boggs to conduct an
24 audit. Four members of the Executive Committee joined the conference call with Fisher. No vote
25 was ever held to approve retaining Patton Boggs to conduct an audit. Nonetheless, Fisher falsely
26 represented after the call that the Executive Committee had approved his retention of Patton Boggs.

27 55. On or about April 16, 2012, the Executive Committee held a conference call in
28 which I participated. The Executive Committee invited Fisher to share his concerns about the

1 union's governance. Fisher declined to join the call. Instead, he organized a competing conference
2 call, which one member of the Executive Committee also joined.

3 56. I learned that, in connection with this latter call, Fisher stated to the Executive
4 Committee members that he possessed information about criminal activity on my part. I also
5 learned that, when questioned as to the nature of the information, Fisher stated that he would not
6 share the information with the Committee members in order to "protect them from criminal
7 liability."

8 57. On or about April 16, 2012, the Executive Committee voted unanimously to cancel
9 Fisher's planned audit and terminate Fisher's supposed retention of Patton Boggs.

10 58. In light of Fisher's conduct over the previous six months, the Executive Committee
11 also voted 8-0 that it had lost confidence in Fisher's leadership. The Executive Committee drafted a
12 statement that read in part: "The Executive Committee based its decision on numerous instances
13 over the past six months where Fisher engaged in conduct detrimental to the union, including acting
14 in contravention of the players' best interests during collective bargaining, declining to follow the
15 NBPA Constitution, and failing to uphold the duties of the union President. To avoid further
16 damage to the NBPA and its 450 members, the Executive Board again calls for Derek's
17 resignation." A true and correct copy of the Executive Committee's statement published on the
18 website www.insidehoops.com on April 20, 2012 is attached as Exhibit 11. A true and correct copy
19 of a further statement drafted by employees of the NBPA at the direction of the Executive
20 Committee detailing more specifically the Executive Committee's reasons for seeking Fisher's
21 termination is attached as Exhibit 12. However, Fisher refused to resign.

22 59. In the days immediately after the Executive Committee's vote of no confidence in
23 Fisher's leadership, a flurry of press articles suddenly appeared that presented my leadership of the
24 union in a false and extremely negative light and implied that I had been dishonest in my dealings
25 with the union. Based on the things Fisher and Wior did and said at that time I believe that Fisher
26 and Wior orchestrated this press campaign to undermine my leadership of the union and damage my
27 reputation.

1 **The Union's Internal Investigation**

2 60. After the negative publicity generated by these press articles, the union retained the
3 New York law firm of Paul, Weiss, Rifkind, Wharton, and Garrison LLP ("Paul Weiss") to conduct
4 an internal investigation.

5 61. As Executive Director, I was involved in the discussions leading up to the decision to
6 retain Paul Weiss to conduct an internal investigation. I can say for a fact that Paul Weiss was not
7 retained to conduct an internal investigation due to or in connection with any proceedings
8 undertaken by a government agency.

9 62. I cooperated with the internal investigation and sat for interviews as a part of it. I
10 watched the union's lawyers at Paul Weiss take extensive notes during my interviews, but I have
11 never been provided with these notes. I know from having experienced the interviews and having
12 read the union's later report that the union's lawyers omitted, selected, and characterized the things
13 that I actually said when they described my interviews in the report.

14 63. Fisher was also interviewed by the union's lawyers from Paul Weiss. Although I
15 have never been provided with recordings, transcripts, or notes of Fisher's interview, the union later
16 published things that Fisher said during his interview. During his interview, Fisher falsely claimed
17 to have been unaware that my daughter Alexis Hunter was employed by the law firm of Steptoe &
18 Johnson LLP ("Steptoe"), which has represented the union, implying that I had tried to conceal the
19 fact that I had retained a law firm that employed my daughter. Fisher's statement is completely
20 false. Fisher knew who my daughter was and where she worked. I specifically informed the
21 Executive Committee, including Fisher, of my intention to retain the law firm and named my
22 daughter as one of the attorneys who would be working on the matter. Fisher met personally with
23 my daughter at the law firm's offices. A true and correct copy of a redacted email exchange
24 between me and Fisher dated June 2-3, 2010, in which I discuss, among other things, Alexis's
25 personal circumstances with Fisher, demonstrating Fisher's acquaintance with her, is attached as
26 Exhibit 13.

27 64. I have never intentionally concealed Alexis's employment with law firms associated
28 with the union. For example, a true and correct copy of a redacted email exchange between me and

1 Fisher, among others, dated May 20, 2008, is attached as Exhibit 14. In this email exchange, I
2 forwarded an email from Alexis, which shows clearly that Alexis was then employed by the
3 Howrey LLP law firm. Howrey LLP was one of the union's outside law firms.

4 65. Fisher also falsely told the union's lawyers at Paul Weiss that I tried to bribe him to
5 secure his support during the 2011 collective bargaining negotiations by giving him a watch at the
6 end of his first term as NBPA President. The tradition of gift-giving to the Executive Committee
7 members to thank them for their service to the union was in place long before I began my service as
8 Executive Director. Executive Committee members, including Fisher, were aware of this tradition,
9 and no one had ever complained or suggested that the practice was a violation of anyone's duties to
10 the union. Fisher was closely involved in the union's tradition of gift-giving. For example, Fisher
11 was responsible for distributing gifts to the Executive Committee in connection with the NBPA's
12 June 2008 summer meeting. A true and correct copy of the agenda for the June 2008 summer
13 meeting, which shows that Fisher was slated to distribute gifts to members of the Executive
14 Committee, is attached as Exhibit 15. A true and correct copy of a redacted email from Megan
15 Inaba, which attaches a photograph of me, Fisher, and the Executive Committee with their newly-
16 gifted watches, is attached as Exhibit 16. These gifts to the Executive Committee were intended to
17 commemorate their service to the union.

18 66. In keeping with this tradition, the practice of gift-giving to the Executive Committee
19 members continued during my tenure as Executive Director. I had given every union President and
20 member of the Executive Committee gifts, without ever asking for anything in return. One such gift
21 was the high-end watch that I presented to Fisher in June 2010, a gift that Fisher immediately
22 accepted. The watch given to Fisher was similar to the watches Fisher had distributed to the
23 Executive Committee in June 2008. No recipient of these gifts, including Fisher, ever questioned or
24 returned the gifts. Yet, two and one-half years later, in speaking to the union's lawyers at Paul
25 Weiss, Fisher claimed that he had been "uncomfortable" with the gift and that "he felt the watch
26 may have been a gesture timed to ensure his loyalty to [me] during the upcoming collective
27 bargaining negotiations." I deny Fisher's insinuation that giving him a watch as a customary token
28 of the union's appreciation for his service was a bribe.

1 **The Wrongful Termination**

2 67. On or about February 1, 2013, an “Interim Executive Committee” of the NBPA
3 wrote to me placing me on administrative leave and advising that I was locked out of my office.
4 The union even refused to allow me access to my office to collect my personal belongings,
5 including photos of my grandchildren. I asked permission to access my materials and was
6 summarily denied access until August 2013, when some of my personal belongings were finally
7 shipped to me. To this day, I still have been denied access to my former office and the NBPA’s
8 headquarters. In the days after I was placed on leave, I learned that Wior had moved into the
9 NBPA’s headquarters and communicated by her words and actions that she had been empowered by
10 Fisher to direct the union’s affairs, despite the fact that she held no formal position with the union
11 and carried no official title.

12 68. Prior to the vote to terminate my employment, the union allowed its lawyers at Paul
13 Weiss to make a presentation to the Board of Player Representatives at a meeting on February 16,
14 2013, during the NBA All-Star Weekend. I was expressly prohibited from participating in this
15 meeting to respond to the unfounded accusations contained in the report prepared by the union’s
16 lawyers at Paul Weiss.

17 69. On or about February 17, 2013, Fisher and other members of the Executive
18 Committee wrote to me to terminate my employment, effective immediately (“Termination Letter”).
19 The Termination Letter states in part, “Because the Contract of Employment dated June 21, 2010
20 (the “Proposed Employment Contract”) [referring to the 2010 Extension] was not properly
21 negotiated, executed, or approved, that contract is null, void, invalid, and unenforceable.” A true
22 and correct redacted copy of the Termination Letter is attached as Exhibit 17.

23 70. The Termination Letter was signed by Fisher as well as by two other Executive
24 Committee members. The statement from the Termination Letter quoted above contradicts Fisher’s
25 representation and warranty in the 2010 Extension that he was authorized to enter into the 2010
26 Extension.

27 71. In addition, the Termination Letter purported to terminate my employment “for
28 cause,” without specifying any facts or circumstances on which a “for cause” termination might be

1 based. In February 2013, Fisher held a press conference at which he announced that the NBPA had
2 terminated my employment and stated that the union would not be deterred by threats or lies and
3 would no longer be divided, misled, or misinformed. While Fisher cleverly framed his statements
4 so as not to name the person who allegedly had divided, misled, and misinformed the union and
5 propounded threats and lies against the union, it was obvious from the context, including the fact
6 that Fisher made these charges in the same breath as announcing my termination, that the charges
7 were directed against me. I know from numerous statements made to me by persons who heard the
8 press conference or read Fisher's remarks in the media that Fisher's statements were widely
9 perceived as referring to and directed at me. Indeed, given the circumstances at the time, there was
10 no one else who plausibly could have been the subject of Fisher's accusations. Fisher's accusations
11 are utterly untrue. A true and correct copy of Fisher's statement published on the website
12 www.sheridanhoops.com on February 16, 2013 is attached as Exhibit 18.

13 72. I categorically deny ever having committed any act of criminal wrongdoing,
14 embezzlement, theft, larceny, material fraud, or dishonesty in connection with my position as
15 Executive Director of the NBPA. *See* Exhibit 4, 2010 Extension ¶ 6.

16 73. I have never received written notice from the NBPA to take specific corrective action
17 in the performance of my duties as Executive Director. *See* Exhibit 4, 2010 Extension ¶ 6.

18 74. I have never been convicted of, or entered a plea of guilty or *nolo contendere* to, a
19 felony or other crime which has or may have a material adverse effect on my abilities to carry out
20 my duties as Executive Director or upon the reputation of the NBPA. *See* Exhibit 4, 2010
21 Extension ¶ 6.

22 75. I understood from the Termination Letter that the union was taking the position that
23 my Employment Contract as extended by the 2010 Extension was null, void, and unenforceable,
24 and that the union was refusing to perform and would not perform its obligations under the
25 Employment Contract as extended by the 2010 Extension. I was and remain fully ready and able to
26 carry out my responsibilities as Executive Director and perform all obligations required of me under
27 the Employment Contract and 2010 Extension.
28

1 76. I believe that Fisher’s and Wior’s campaign of lies, innuendo, and accusations
2 directed at me was in retaliation for my having confronted Fisher about his secret negotiations
3 concerning the 2011 CBA, and that this campaign led to and was a substantial cause of my
4 termination.

5 77. Over time, the union has attempted to articulate the supposedly “for cause” reasons
6 for my termination, despite the fact that they did not set forth any such reasons when they
7 terminated me. The reasons that the union has given me for my termination have changed over
8 time.

9 78. One thing the union has said is that I was terminated for hiring practices involving
10 my adult children. As mentioned above, my daughter Alexis Hunter is an attorney employed by
11 Steptoe, a law firm that has represented the union. My son Todd Hunter has been employed by the
12 union’s financial advisor, Prim Capital, since 2002. My daughter Robyn Hunter worked for the
13 union as Director of Player Benefits and Concierge Services starting in 2009. My daughter-in-law
14 Megan Inaba worked for the union for six years as Director of Special Events and Sponsorships
15 before marrying my son, and continued to work for the union after her marriage. I deny any
16 impropriety in those hiring practices. My children were highly qualified for the positions they held,
17 fulfilled their job responsibilities, and were not excessively compensated. The union had no policy
18 against hiring family members, which is not surprising, because the employment of family members
19 is a common and widely accepted practice in professional basketball.

20 79. Moreover, I never concealed the fact that my children were employed by the union
21 or the union’s vendors. As far as I knew, it was open knowledge that they were so employed. For
22 example, a true and correct copy of the minutes from a February 12, 2009 meeting of the Executive
23 Committee, which identifies Todd as working for Prim Capital and shows that Robyn was
24 announced to the Executive Committee as Director of Player Concierge Services, is attached as
25 Exhibit 19.

26 80. Another thing that the union has said to justify its termination of me (though again,
27 the union did not say this when they terminated me) is that I should not have accepted a payout of
28 my unused vacation time. I did not seek this payout. I properly earned the vacation time on which

1 it was based. The Executive Committee approved the payout at the time it was made. Although the
2 union has attempted to recharacterize this payout as inappropriate after the fact, there was nothing
3 inappropriate about it.

4 81. Another thing that the union has said is that I improperly charged travel expenses to
5 the union. I did not misreport my travel expenses.

6 82. The union has also been critical of me for supposed deficiencies in the governance of
7 the NBPA Foundation. As I describe above, the Foundation has performed tremendous work on
8 behalf of the poor, homeless, and those victimized by natural disasters. In every instance in which
9 the Foundation made a significant charitable contribution, the Executive Committee was advised. I
10 have never mishandled or misappropriated Foundation funds.

11 83. I find the various charges by the union, including both the charges discussed in this
12 Declaration and other charges made by the union and its lawyers, to be highly offensive. I have
13 been a law enforcement official, having served as the Presidentially-appointed United States
14 Attorney for the Northern District of California, and I have always been careful to conform my
15 conduct, not just to the requirements of the law, but to ethical standards as well. I have always
16 acted in the best interests of the players and the union.

17 84. Before filing my Complaint in this case, I gave notice to the NBPA in writing of my
18 intention to exercise the option provided for in the 2010 Extension. A true and correct redacted
19 copy of that letter is attached as Exhibit 20. After my Complaint was filed, the NBPA purportedly
20 rejected my request to exercise the option. A true and correct redacted copy of that letter is attached
21 as Exhibit 21.

