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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF LOS ANGELES

11 G. WILLIAM HUNTER,

12 Plaintiff,

13 v.

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

18 Defendants.)
19)
20)

) Case No. LC100771

) **DECLARATION OF ETAN THOMAS 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 P. Cotton

) Complaint Filed: May 16, 2013

1 I, Etan Thomas, do hereby declare:

2 1. I am a former player in the National Basketball Association (the “NBA”). I played in
3 the NBA for nine seasons, for the Washington Wizards, Oklahoma City Thunder, and Atlanta
4 Hawks. I also served on the Executive Committee of the National Basketball Players Association
5 (the “NBPA” or “union”) until 2012.

6 2. I understand that the former Executive Director of the NBPA, G. William (Billy)
7 Hunter, is engaged in litigation with the NBPA, Derek Fisher, and Jamie Wior. I also understand
8 that this declaration will be used to support Mr. Hunter in his lawsuit. I make this declaration
9 voluntarily. If called to testify, I would be able to competently testify about the matters contained in
10 this declaration.

11 3. I worked closely with Mr. Hunter when he was the Executive Director of the union. I
12 also worked closely with Mr. Fisher on the Executive Committee. This declaration does not include
13 every fact I know about Mr. Hunter or Mr. Fisher but rather is limited to what I understand to be
14 information relevant to the motions now before the Court. To the extent I attempt to directly quote
15 any person in this declaration, I am recalling the words spoken to the best of my recollection.

16 4. I was a member of the Executive Committee when Mr. Hunter’s employment contract
17 with the union was last extended in 2010 (the “employment contract”). I participated in the meeting
18 in which the Executive Committee voted unanimously to extend Mr. Hunter’s employment contract.
19 There was nothing out of the ordinary about the vote to extend Mr. Hunter’s employment contract.
20 No member of the Executive Committee voted against the contract extension.

21 5. The Executive Committee acted at all times as if Mr. Hunter’s employment contract
22 with the union was final and binding. The Executive Committee behaved in this fashion because
23 there was never any reason to doubt the validity of Mr. Hunter’s employment contract. At no time
24 did I, or to my knowledge anyone else, ever question the validity of Mr. Hunter’s employment
25 contract. The union’s current position that Mr. Hunter does not have a valid employment contract
26 does not make sense to me in light of the Executive Committee’s unanimous approval of the contract
27 extension. I still believe that Mr. Hunter’s employment contract is valid despite what the union now
28 claims.

1 6. The union’s position that Mr. Hunter does not have a valid employment contract is
2 also undermined by the fact that the union and the Executive Committee readily accepted Mr.
3 Hunter’s work as Executive Director, and the union readily paid Mr. Hunter the compensation he
4 was owed under the employment contract. During the entire duration of my tenure on the Executive
5 Committee, Mr. Hunter ran the union’s administrative offices in a professional manner and was
6 deeply involved in business planning and collective bargaining negotiations.

7 7. When Mr. Hunter took over as Executive Director in 1996, I understand that the
8 union was millions of dollars in debt. Under Mr. Hunter’s leadership, the union developed a
9 licensing program that has distributed millions of dollars to players in past years. During Mr.
10 Hunter’s tenure, the union not only accrued a healthy reserve, but, in addition, the union purchased
11 its own office building in Harlem, which continues to appreciate in value. I have heard horror
12 stories about how the union was run before Mr. Hunter became Executive Director. Mr. Hunter’s
13 tenure was distinguished by professionalism and a deep commitment to the well-being of NBA
14 players. Mr. Hunter ran the union in a fair and transparent way.

15 8. Almost as important was Mr. Hunter’s attention to ensuring that there was a fair
16 distribution of income across NBA players. Mr. Hunter looked out for the “middle” or rank-and-file
17 NBA player. That is why NBA players enjoyed one of the highest, if not the highest, average salary
18 per player in team sports. Mr. Hunter understood that the union and the NBA would grow stronger
19 if we protected and strengthened the middle class of NBA players. An example of this is Mr.
20 Hunter’s championing of the “mid-level exception,” which allowed teams above the salary cap to
21 offer free agents contracts starting at the league’s average salary.

22 9. I closely observed Mr. Hunter performing his day-to-day duties for the union,
23 particularly in 2011 during the negotiations over the new Collective Bargaining Agreement (“CBA”)
24 between the NBPA and the NBA. During these negotiations, I attended numerous strategy sessions,
25 player meetings, and CBA negotiating sessions with Mr. Hunter and other NBA players. Mr. Hunter
26 was diligent in fighting for the players’ interests.

27 10. I understood that a main point of disagreement during the 2011 CBA negotiations
28 concerned the division of basketball-related revenue between the players and the team owners. I

1 recall that Mr. Hunter wanted to maintain the players' share of revenue above 50% and intended to
2 hold the line at 52%.

3 11. I learned that, during the 2011 CBA negotiations, Mr. Hunter confronted Mr. Fisher
4 about Mr. Fisher's secret negotiations with the NBA and owners in which Mr. Fisher sought to cut
5 his own deal with the NBA and team owners. I was not present for the confrontation, but I learned
6 about it soon after it happened. It is a commonly-held belief that Mr. Fisher engaged in secret
7 negotiations with the owners and NBA.

8 12. Although I was not present for the confrontation between Mr. Hunter and Mr. Fisher,
9 I noticed a change in Mr. Fisher's demeanor after the confrontation. Indeed, Mr. Fisher's demeanor
10 changed noticeably and markedly. Thereafter, Mr. Fisher was conspicuously silent during the
11 negotiating sessions. Mr. Fisher's change in demeanor was very noticeable.

12 13. The lockout ended around Thanksgiving of 2011, after which the new CBA was
13 subject to public criticism aimed mainly at Mr. Hunter. However, I know that the new CBA would
14 have been much worse for the players without Mr. Hunter's involvement.

15 14. Even though the lockout had ended, Mr. Fisher continued to act coldly towards Mr.
16 Hunter. Mr. Fisher seemed to have a personal vendetta against Mr. Hunter. Mr. Fisher instigated a
17 law firm review of the union's operations. The law firm's review was not necessary, because the
18 union had always been transparent, and the union was, in any event, subject to annual audits. I
19 believe that Mr. Fisher instigated the review of the union's operations by the Paul Weiss law firm for
20 personal reasons. I reviewed the report prepared by Paul Weiss, and I do not believe any of the
21 allegations in the report warranted Mr. Hunter's termination as Executive Director.

22 15. For example, the report criticized Mr. Hunter for employing family members at the
23 union. I, and everybody else associated with the union, knew that Mr. Hunter's children were
24 employed by or associated with the union. Moreover, I did not understand the criticism concerning
25 the union's employment of his daughter-in-law, Megan Inaba. I knew that Ms. Inaba had been
26 employed by the union long before she married into Mr. Hunter's family. To criticize Mr. Hunter
27 for Ms. Inaba's employment was nonsensical. Contrived issues like the so-called nepotism
28 allegations furthered my belief that the report was instigated merely as a means for Mr. Fisher to


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accomplish his goal of pushing Mr. Hunter out of the union.

16. After Mr. Hunter's termination from the union, I understand that Mr. Fisher accused Mr. Hunter of having lied to and divided the union. As I said above, Mr. Fisher seemed to be motivated by strong personal animus towards Mr. Hunter. Mr. Hunter did not lie to the players and did not attempt to divide the union.

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

Executed November 15, 2013 in Maryland


ETAN THOMAS