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San Francisco, California 94104  
Telephone: (415) 772-1200  
Facsimile: (415) 772-7400

Attorneys for Plaintiff  
**G. WILLIAM HUNTER**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**IN AND FOR THE COUNTY OF ALAMEDA**

### Defendants.

**DECLARATION OF G. WILLIAM HUNTER; CASE NO. RG13679736**

1 I, G. William Hunter, declare as follows:

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

5       2. I became Executive Director of the National Basketball Players Association (the  
6 "NBPA") in 1996. I served in that position until the NBPA purported to terminate me on February  
7 17, 2013.

8       3. The terms of my employment as Executive Director of the NBPA were governed by  
9 the 1996 written contract of employment attached to the Complaint as Exhibit A (the "Employment  
10 Contract") and a succession of extensions of the Employment Contract, as accurately described in  
11 the Complaint and in the Memorandum of Points and Authorities filed herewith, which I have  
12 reviewed.

13       4. In 1996, after I was asked to become the next Executive Director of the NBPA, I  
14 retained the law firm of Garvey, Schubert & Barer to represent me in connection with my  
15 negotiations with the NBPA regarding the terms of the Employment Contract. Keven J. Davis, a  
16 partner at the firm's Seattle, Washington office, did, in fact, represent me during the negotiations.  
17 Mr. Davis succumbed to brain cancer and died in December 2011.

18       5. At the time the Employment Contract was negotiated, I resided at the Oakland,  
19 California residence that I continue to maintain today.

20       6. On August 26, 1996, when the terms of the Employment Contract had been finalized,  
21 Mr. Davis forwarded to me at my Oakland address two original execution copies of the Employment  
22 Contract for my signature. Attached as Exhibit 1 is a true and correct copy of the Employment  
23 Contract and accompanying cover letter that Mr. Davis sent to me at my Oakland residence.

24       7. The execution copies of the Employment Contract that I received from Mr. Davis had  
25 already been signed by then-President of the NBPA, Charles Williams.

26       8. I signed the execution copies of the Employment Contract at my residence in  
27 Oakland, California in Alameda County. After signing, I returned the fully executed copies of the  
28 Employment Contract to Mr. Davis. Attached as Exhibit 2 is a true and correct copy of the fully

1 executed Employment Contract.

2       9. The notice provision of the Employment Contract lists the address of my Oakland,  
3 California residence. I understand that the street address has been redacted from the copy of the  
4 Employment Contract provided herewith to protect my privacy.

5  
6                  I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct.

8                  Executed this 31 day of July, 2013  
9 at Annapolis, Maryland

10                    
11                  G. WILLIAM HUNTER

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# **EXHIBIT 1**

Hunter  
file  
Tab: lweyp

LAW OFFICES  
**GARVEY, SCHUBERT & BARER**  
A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

WASHINGTON, D.C.  
FIFTH FLOOR  
1000 POTOMAC STREET N.W.  
WASHINGTON, D.C. 20007  
(202) 965-7880

EIGHTEENTH FLOOR  
SECOND & SENECA BUILDING  
1191 SECOND AVENUE  
SEATTLE, WASHINGTON 98101-2939  
(206) 464-3939

FAX: (206) 464-0125

PORLAND  
ELEVENTH FLOOR  
121 S.W. MORRISON STREET  
PORTLAND, OREGON 97204-3141  
(503) 228-3939

PLEASE REPLY TO SEATTLE OFFICE

Voice Mail Ext. 1381

August 20, 1996

VIA FEDERAL EXPRESS

G. William Hunter

[REDACTED]  
Oakland, CA 94610

Dear Mr. Hunter:

Pursuant to Mr. Davis' request, enclosed are the execution copies of the agreement between the National Basketball Players Association and yourself. Please sign both and return them to me in the enclosed return Federal Express envelope. If you have any questions or concerns, please do not hesitate to telephone Mr. Davis at (206) 464-3939.

Sincerely,

GARVEY, SCHUBERT & BARER

By

*Dena M. Hewson*

Dena M. Hewson  
Legal Assistant to Keven J. Davis

GSBSEA/277154

## EMPLOYMENT CONTRACT

This contract of employment is entered into between the National Basketball Players Association (the "Employer" or the "Association") and G. William Hunter (the "Employee").

1. TERM/DUTIES. Effective retroactive to July 15, 1996, the Employer hereby employs the Employee as its Executive Director for a three-year period ending July 14, 1999. The Employee agrees that, under the general supervision of the Association's Executive Committee, he will perform all the duties for which he is responsible as described fully in the Constitution and By-Laws of the Association (dated June 22, 1990, as amended February 3, 1996, which is incorporated herein by reference) as may hereafter be further amended; provided however that any such amendment shall not require that Employee perform duties which are inconsistent with those duties customarily associated with the position of Executive Director.

2. COMPENSATION. In consideration for performing the entire spectrum of the Executive Director's duties hereunder, on a full-time basis, the Employee shall be compensated as follows:

a. For the first year of his contract (July 15, 1996 through July 14, 1997) the Employee shall receive a salary of \$625,000 per annum, \$100,000 of which shall be paid on or before August 15, 1996, and the balance paid in equal biweekly installments; for the second year of his contract, (July 15, 1997 through July 14, 1998), the Employee shall receive a salary of \$725,000 per annum in equal biweekly installments; and for the third year of his contract, (July 15, 1998 through July 14, 1999), the Employee shall receive a salary of \$825,000 per annum in equal biweekly installments.

b. In addition, the Executive Committee shall conduct, no later than July 1, 1997, July 1, 1998 and July 1, 1999, annual reviews of the Executive Director's overall performance, and, as a result of each of those reviews, the Executive Committee, in its sole discretion, may award a bonus of \$125,000 or less on July 15, 1997, \$150,000 or less on July 15, 1998, and \$150,000 or less on July 15, 1999, payable in equal installments during the four succeeding pay periods in each year.

3. RENEWAL TERM. On or before January 15, 1999, the Employer shall advise the Employee in writing either that the Employer has elected not to renew the Employee's contract (in which event the Employee's contract shall expire by its terms on July 14, 1999, and, in that event, during the last six months of the Employee's contract, the Employee shall be accorded reasonable time to obtain future employment) or to extend this contract for an additional three-year term (July 15, 1999 through July 14, 2002) at

a salary of \$1.2 million for the fourth year, \$1.3 million for the fifth year, and \$1.4 million for the sixth year, payable in equal biweekly installments. The parties will negotiate in good faith the parameters of a performance/bonus review for the extended term on or before January 15, 1999. If Employer does not notify Employee of renewal or nonrenewal by January 15, 1999, then Employee's contract will be deemed automatically renewed for an additional year (i.e., until July 14, 2000).

4. BENEFITS/EXPENSES. In further consideration for the performance of the Employee's duties throughout the term of this Agreement, the Employer shall provide, at its cost, comprehensive life insurance coverage (that will provide a death benefit two and one-half (2½) times the Employee's salary at the time of his death), complete coverage under the Employer's comprehensive health insurance program (which includes medical/dental coverage for Employee, Employee's spouse and eligible dependents), disability insurance, and a car allowance of \$400 per month during the term of this Agreement. The Employee shall accrue five (5) weeks paid vacation per year and can carry forward, from year to year, up to a maximum of three (3) weeks vacation; provided, however that the Employee shall not take any vacation in excess of five (5) consecutive weeks without prior approval of the Executive Committee. The Employee also shall be reimbursed for all reasonable expenses (including, but not limited to, first-class transportation and hotel accommodations equivalent to those that NBA teams provide for their players, and pager/cellular phone costs/expenses) incurred in the course of his employment upon presenting appropriate documentation to the Director of Finance. On a monthly basis, the Employee shall arrange to have the Director of Finance provide to the Secretary-Treasurer and the President a copy of the Association's monthly Check Registry and backup documents with respect to the Employee's expense vouchers.

5. RETIREMENT BENEFITS. As expeditiously as is feasible, the Employer shall establish a retirement plan or a deferred compensation plan in which some or all of the Employer's employees could participate. The Employee shall be eligible to participate in such a plan. If such a plan is not established by December 31, 1996, then Employer agrees to establish a deferred compensation or retirement benefit for Employee on or before March 31, 1997, which is consistent with his position.

6. RELOCATION EXPENSES. In recognition of the fact that the Employee and his family will have to move to the New York City area, the Employer shall reimburse the Employee for all transportation costs (including first-class travel for himself and his family), reasonable moving expenses (if any), and a hotel stay of up to thirty (30) days. If requested by the Employee, Employer also shall reimburse Employee for a short-term apartment rental upon advance approval of the Executive Committee.

7. TERMINATION.

a. Employer may terminate Employee's employment at any time for cause, effective immediately, upon delivering written notice thereof to Employee. For purposes of this Agreement, "for cause" shall mean: (i) embezzlement, theft, larceny, material fraud or other acts of dishonesty; (ii) failure to perform the duties of his position as set forth in this Agreement within thirty (30) days of written notice from Employer to take specific corrective action; (iii) conviction of, or entrance of a plea of guilty or *nolo contendere* to, a felony or other crime which has or may have a material adverse effect on Employee's ability to carry out his duties under this Agreement or upon the reputation of Employer; or (iv) conduct involving moral turpitude. Upon termination for cause, Employer's sole and exclusive obligation will be to pay Employee his compensation earned through the date of termination, any accrued but unused vacation, and any outstanding reimbursements, and Employee shall not be entitled to any compensation after the date of such termination.

b. Employer may terminate Employee's employment at any time without cause, effective immediately, upon delivering written notice thereof to Employee. Upon termination without cause, Employer's sole and exclusive obligation will be to pay Employee his base compensation and benefits (to the extent benefits are allowed to continue under law) for the remaining term of this Agreement, and Employee shall not be entitled to any other compensation after the date of such termination, except any accrued, but unused or unpaid, vacation or compensation, and any unreimbursed expenses incurred in conformance with this Agreement prior to such termination.

c. Employee, upon ninety (90) days prior written notice to Employer, may terminate his employment under this Agreement. Upon such termination, Employer's sole and exclusive obligation will be to pay Employee his compensation and unused vacation, accrued to the date of termination, and to reimburse him for any reasonable business expenses incurred on behalf of Employer prior to termination.

8. NOTICE. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and personally delivered or sent by registered or certified mail addressed as follows:

If to Employer: National Basketball Players Association  
Attn: President  
1775 Broadway, Suite 2401  
New York, New York 10019  
Telephone: (212) [REDACTED]  
Facsimile: (212) [REDACTED]

If to Employee: G. William Hunter

[REDACTED]  
Oakland, California 94610  
Telephone: (510) [REDACTED]  
Facsimile: (510) [REDACTED]

With a copy to: Keven J. Davis, Esq.  
Garvey, Schubert & Barer  
1191 Second Avenue, 18th Floor  
Seattle, WA 98101-2939  
Telephone: (206) 464-3939  
Facsimile: (206) 464-0125

Inadvertent failure to provide a courtesy copy shall not be deemed a breach of this Agreement. Either party may, by notice in writing to the other party, change the address to which notices to that party are to be given.

9. MODIFICATION. No amendment, modification or discharge of this Agreement shall be valid unless it is in writing and duly executed by the parties hereto.

10. SEVERABILITY. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

11. BENEFIT. This Agreement shall inure to and be binding upon the parties, their heirs, personal representatives, successors and assigns, provided that Employee may not assign this Agreement.

12. ARBITRATION. In the event that a dispute arises between the parties concerning the meaning, interpretation, application or enforcement of this Agreement, including, but not limited to, a dispute concerning whether the Employer has cause to discharge the Employee, that dispute shall be resolved exclusively through arbitration in accordance with the American Arbitration Association procedures for Labor Arbitration. To invoke the right to a grievance-arbitration under this provision, the grieving party must make a timely request for arbitration -- i.e., within ninety (90) days from the date the grieving party knew, or reasonably should have known, of the event which gave rise to the dispute. Absent the filing of a timely request for arbitration, the action taken shall be deemed final and binding and not subject to any further review. The arbitrator(s) award shall be final and binding upon the parties to this Agreement. The arbitrator(s) may award reasonable attorney's fees and arbitration costs to the prevailing party.

13. AUTHORITY. The undersigned person signing on behalf of the Association represents and warrants that he has the authority to sign on behalf of the Association, and to bind the Association to the terms set forth herein.

NATIONAL BASKETBALL PLAYERS  
ASSOCIATION

Charles L Williams

Charles Williams  
President

G. William Hunter  
Executive Director

# **EXHIBIT 2**

## EMPLOYMENT CONTRACT

This contract of employment is entered into between the National Basketball Players Association (the "Employer" or the "Association") and G. William Hunter (the "Employee").

1. TERM/DUTIES. Effective retroactive to July 15, 1996, the Employer hereby employs the Employee as its Executive Director for a three-year period ending July 14, 1999. The Employee agrees that, under the general supervision of the Association's Executive Committee, he will perform all the duties for which he is responsible as described fully in the Constitution and By-Laws of the Association (dated June 22, 1990, as amended February 3, 1996, which is incorporated herein by reference) as may hereafter be further amended; provided however that any such amendment shall not require that Employee perform duties which are inconsistent with those duties customarily associated with the position of Executive Director.

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b. In addition, the Executive Committee shall conduct, no later than July 1, 1997, July 1, 1998 and July 1, 1999, annual reviews of the Executive Director's overall performance, and, as a result of each of those reviews, the Executive Committee, in its sole discretion, may award a bonus of \$125,000 or less on July 15, 1997, \$150,000 or less on July 15, 1998, and \$150,000 or less on July 15, 1999, payable in equal installments during the four succeeding pay periods in each year.

3. RENEWAL TERM. On or before January 15, 1999, the Employer shall advise the Employee in writing either that the Employer has elected not to renew the Employee's contract (in which event the Employee's contract shall expire by its terms on July 14, 1999, and, in that event, during the last six months of the Employee's contract, the Employee shall be accorded reasonable time to obtain future employment) or to extend this contract for an additional three-year term (July 15, 1999 through July 14, 2002) at

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a salary of \$1.2 million for the fourth year, \$1.3 million for the fifth year, and \$1.4 million for the sixth year, payable in equal biweekly installments. The parties will negotiate in good faith the parameters of a performance/bonus review for the extended term on or before January 15, 1999. If Employer does not notify Employee of renewal or nonrenewal by January 15, 1999, then Employee's contract will be deemed automatically renewed for an additional year (i.e., until July 14, 2000).

4. BENEFITS/EXPENSES. In further consideration for the performance of the Employee's duties throughout the term of this Agreement, the Employer shall provide, at its cost, comprehensive life insurance coverage (that will provide a death benefit two and one-half ( $2\frac{1}{2}$ ) times the Employee's salary at the time of his death), complete coverage under the Employer's comprehensive health insurance program (which includes medical/dental coverage for Employee, Employee's spouse and eligible dependents), disability insurance, and a car allowance of \$400 per month during the term of this Agreement. The Employee shall accrue five (5) weeks paid vacation per year and can carry forward, from year to year, up to a maximum of three (3) weeks vacation; provided, however that the Employee shall not take any vacation in excess of five (5) consecutive weeks without prior approval of the Executive Committee. The Employee also shall be reimbursed for all reasonable expenses (including, but not limited to, first-class transportation and hotel accommodations equivalent to those that NBA teams provide for their players, and pager/cellular phone costs/expenses) incurred in the course of his employment upon presenting appropriate documentation to the Director of Finance. On a monthly basis, the Employee shall arrange to have the Director of Finance provide to the Secretary-Treasurer and the President a copy of the Association's monthly Check Registry and backup documents with respect to the Employee's expense vouchers.

5. RETIREMENT BENEFITS. As expeditiously as is feasible, the Employer shall establish a retirement plan or a deferred compensation plan in which some or all of the Employer's employees could participate. The Employee shall be eligible to participate in such a plan. If such a plan is not established by December 31, 1996, then Employer agrees to establish a deferred compensation or retirement benefit for Employee on or before March 31, 1997, which is consistent with his position.

6. RELOCATION EXPENSES. In recognition of the fact that the Employee and his family will have to move to the New York City area, the Employer shall reimburse the Employee for all transportation costs (including first-class travel for himself and his family), reasonable moving expenses (if any), and a hotel stay of up to thirty (30) days. If requested by the Employee, Employer also shall reimburse Employee for a short-term apartment rental upon advance approval of the Executive Committee.

7. TERMINATION.

a. Employer may terminate Employee's employment at any time for cause, effective immediately, upon delivering written notice thereof to Employee. For purposes of this Agreement, "for cause" shall mean: (i) embezzlement, theft, larceny, material fraud or other acts of dishonesty; (ii) failure to perform the duties of his position as set forth in this Agreement within thirty (30) days of written notice from Employer to take specific corrective action; (iii) conviction of, or entrance of a plea of guilty or nolo contendere to, a felony or other crime which has or may have a material adverse effect on Employee's ability to carry out his duties under this Agreement or upon the reputation of Employer; or (iv) conduct involving moral turpitude. Upon termination for cause, Employer's sole and exclusive obligation will be to pay Employee his compensation earned through the date of termination, any accrued but unused vacation, and any outstanding reimbursements, and Employee shall not be entitled to any compensation after the date of such termination.

b. Employer may terminate Employee's employment at any time without cause, effective immediately, upon delivering written notice thereof to Employee. Upon termination without cause, Employer's sole and exclusive obligation will be to pay Employee his base compensation and benefits (to the extent benefits are allowed to continue under law) for the remaining term of this Agreement, and Employee shall not be entitled to any other compensation after the date of such termination, except any accrued, but unused or unpaid, vacation or compensation, and any unreimbursed expenses incurred in conformance with this Agreement prior to such termination.

c. Employee, upon ninety (90) days prior written notice to Employer, may terminate his employment under this Agreement. Upon such termination, Employer's sole and exclusive obligation will be to pay Employee his compensation and unused vacation, accrued to the date of termination, and to reimburse him for any reasonable business expenses incurred on behalf of Employer prior to termination.

8. NOTICE. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and personally delivered or sent by registered or certified mail addressed as follows:

If to Employer: National Basketball Players Association  
Attn: President  
1775 Broadway, Suite 2401  
New York, New York 10019  
Telephone: (212) [REDACTED]  
Facsimile: (212) [REDACTED]

If to Employee: G. William Hunter

[REDACTED]  
Oakland, California 94610  
Telephone: (510) [REDACTED]  
Facsimile: (510) [REDACTED]

With a copy to: Keven J. Davis, Esq.  
Garvey, Schubert & Barer  
1191 Second Avenue, 18th Floor  
Seattle, WA 98101-2939  
Telephone: (206) 464-3939  
Facsimile: (206) 464-0125

Inadvertent failure to provide a courtesy copy shall not be deemed a breach of this Agreement. Either party may, by notice in writing to the other party, change the address to which notices to that party are to be given.

9. MODIFICATION. No amendment, modification or discharge of this Agreement shall be valid unless it is in writing and duly executed by the parties hereto.

10. SEVERABILITY. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

11. BENEFIT. This Agreement shall inure to and be binding upon the parties, their heirs, personal representatives, successors and assigns, provided that Employee may not assign this Agreement.

12. ARBITRATION. In the event that a dispute arises between the parties concerning the meaning, interpretation, application or enforcement of this Agreement, including, but not limited to, a dispute concerning whether the Employer has cause to discharge the Employee, that dispute shall be resolved exclusively through arbitration in accordance with the American Arbitration Association procedures for Labor Arbitration. To invoke the right to a grievance-arbitration under this provision, the grieving party must make a timely request for arbitration -- i.e., within ninety (90) days from the date the grieving party knew, or reasonably should have known, of the event which gave rise to the dispute. Absent the filing of a timely request for arbitration, the action taken shall be deemed final and binding and not subject to any further review. The arbitrator(s) award shall be final and binding upon the parties to this Agreement. The arbitrator(s) may award reasonable attorney's fees and arbitration costs to the prevailing party.

13. AUTHORITY. The undersigned person signing on behalf of the Association represents and warrants that he has the authority to sign on behalf of the Association, and to bind the Association to the terms set forth herein.

NATIONAL BASKETBALL PLAYERS  
ASSOCIATION

Charles L Williams  
Charles Williams  
President

G. William Hunter  
G. William Hunter  
Executive Director