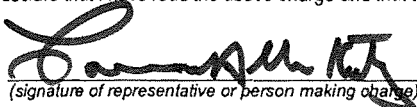


UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer National Basketball Association and see attached	b. Tel. No. (212) 407-8000
	c. Cell No.
d. Address (Street, city, state, and ZIP code) 645 Fifth Avenue New York, NY 10022	e. Employer Representative David S. Stern Commissioner
	f. Fax No. (212) 407-7990
	g. e-Mail
	h. Number of workers employed 500 +
i. Type of Establishment (factory, mine, wholesaler, etc.) Sports League	j. Identify principal product or service Professional Basketball Games
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) and 8(d) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  SEE ATTACHED	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) National Basketball Players Association	
4a. Address (Street and number, city, state, and ZIP code) 310 Lenox Avenue New York, NY 10027	4b. Tel. No. (212) 655-0888
	4c. Cell No.
	4d. Fax No. (212) 655-0889
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) N/A	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative or person making charge)	Lawrence A. Katz Steven D. Wheelless Attorneys for NBPA (Print/type name and title or office, if any)
Step toe & Johnson LLP 201 East Washington Street, Suite 1600 Address Phoenix, AZ 85004-2382	Tel. No. (602) 257-5200
	Office, if any, Cell No.
	Fax No. (602) 257-5299
	e-Mail lkatz@steptoe.com swheelless@steptoe.com
	5-24-11 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**1.a. Name of Employer**

<b>TEAM</b>	<b>PHONE</b>	<b>STREET</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
ATLANTA HAWKS	(404) 878-3825	101 Marietta Street, Suite 1900	Atlanta	GA	30303
BOSTON CELTICS	(781) 522-2640	226 Causeway Street, 4th Floor	Boston	MA	02114
CHARLOTTE BOBCATS	(704) 688-8975	333 E. Trade Street	Charlotte	NC	28202
CHICAGO BULLS	(847) 444-8700	550 Lake Cook Road	Deerfield	IL	60015
CLEVELAND CAVS	(216) 420-2227	1 Center Court	Cleveland	OH	44115
DALLAS MAVS	(214) 665-4633	2500 Victory Avenue	Dallas	TX	75219
DENVER NUGGETS	(303) 405-1150	1000 Chopper Circle	Denver	CO	80204
DETROIT PISTONS	(248) 377-0116	6 Championship Drive	Auburn Hills	MI	48326
GOLDEN STATE	(510) 986-2248	1011 Broadway	Oakland	CA	94607
HOUSTON ROCKETS	(713) 758-7441	1510 Polk Street	Houston	TX	77002
INDIANA PACERS	(317) 917-2500	125 S. Pennsylvania Street	Indianapolis	IN	46204
LOS ANGELES CLIPPERS	(310) 862-6088	6951 S. Centinela Avenue	Playa Vista	CA	90094
LOS ANGELES LAKERS	(310) 426-6011	555 N. Nash Street	El Segundo	CA	90245
MEMPHIS GRIZZLIES	(901) 205.1106	191 Beale Street	Memphis	TN	38103
MIAMI HEAT	(786) 777-4459	601 Biscayne Blvd	Miami	FL	33132
MILWAUKEE BUCKS	(414) 227-0500	1001 N. Fourth Street	Milwaukee	WI	53203
MINNESOTA TIMBERWOLVES	(612) 673-1621	600 First Avenue N	Minneapolis	MN	55403
NEW JERSEY NETS	(201) 635-3100	390 Murray Hill Parkway	East Rutherford	NJ	07073
NEW ORLEANS HORNETS	(504) 593-4943	1250 Poydras Street, 19th Floor	New Orleans	LA	70113
NEW YORK KNICKS	(212) 485-7056	Two Penn Plaza, 14th Floor	New York	NY	10121
OKLAHOMA CITY THUNDER	(405) 208-4836	14701 N. Lincoln Blvd	Edmond	OK	73013
ORLANDO MAGIC	(407) 916-2438	400 W. Church Street, Suite 250	Orlando	FL	32801
PHILADELPHIA 76ERS	(215) 339-7622	3601 S. Broad Street	Philadelphia	PA	19148
PHOENIX SUNS	(602) 379-7978	201 E. Jefferson Street	Phoenix	AZ	85004
PORTLAND TRAILBLAZERS	(503) 797-9836	One Center Court, Suite 200	Portland	OR	97227
SACRAMENTO KINGS	(916) 286-3400	ARCO Arena One Sports Parkway	Sacramento	CA	95834
SAN ANTONIO SPURS	(210) 444-5764	One Spurs Lane	San Antonio	TX	78240
TORONTO RAPTORS	(416) 815-5718	50 Bay Street, Suite 500	Toronto	ON	M5J 2L2
UTAH JAZZ	(801) 325-2636	301 W. South Temple	Salt Lake City	UT	84101
WASHINGTON WIZARDS	(202) 661-5087	601 F Street NW	Washington	DC	20004

## **2. Basis of the Charge**

Prior to and during the last six months, and throughout the parties' communications related to a Collective Bargaining Agreement ("CBA") to replace the one expiring on June 30, 2011, the above-named Employers' bargaining representative (NBA), has violated and continues to violate Sections 8(a)(1), 8(a)(5), and 8(d) of the National Labor Relations Act by: (1) making harsh, inflexible, and grossly regressive "takeaway" demands that the NBA knows are not acceptable to the Union and not supported by objective or reasonable factors or balanced by appropriate trade-offs; (2) engaging in classic "take it or leave it" and surface bargaining intended to delay action on a renewal CBA until the NBA locks out the represented employees in order to coerce them into accepting the NBA's harsh and regressive demands; (3) engaging in direct dealing with unit employees; (4) failing and refusing to provide relevant financial information properly requested and needed by the Union to understand, test, and analyze the NBA's asserted justification, based on financial weakness, for its grossly regressive contract demands; (5) repeatedly threatening to lock out Union-represented employees upon contract expiration regardless of negotiation status, without fear of a strike, based on a pretextual claim of financial weakness, and despite the foregoing bad-faith bargaining; (6) threatening Union-represented employees that the NBA will force them to pay for the cost of a lockout through even more draconian takeaways from their CBA; and (7) making demands and threats that are inherently destructive to the collective bargaining process and to employee rights, and that reflect the NBA's hostility to that process and those rights and are intended to signal to Union-represented employees that back-and-forth bargaining is futile.

By these and other acts, the NBA has interfered with, restrained, and coerced employees in the exercise of their Section 7 rights and violated its obligations under Sections 8(a)(5) and 8(d) to engage in good-faith bargaining with the representative of the affected employees.