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MESSAGE:

Mayfield et al

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May 23, 2007

Richard W. Buchanan, Esquire
 Executive Vice President and General Counsel
 National Basketball Association
 Olympic Tower
 645 Fifth Avenue
 New York, New York 10022

Dear Mr. Buchanan:

The National Basketball Referees Association ("NBRA") has been contacted by attorneys Loren Gibson and David Little, who represent four former National Basketball Association ("NBA") referees – Terry Durham, Mike Mathis, James "Woody" Mayfield, and the estate of the late Ed Middleton (collectively, the "Employees").

Messrs. Gibson and Little contend that the NBA's employment of the Employees was terminated in a manner inconsistent with the terms of the previous collective bargaining agreements applicable to them at the time of their respective terminations (collectively, "CBAs"). They also assert that, had the Employees' employment been properly terminated by the NBA, they would each be entitled to receive certain termination-related payments and/or post-employment benefits as expressly provided under the CBAs. They also maintain that the NBRA owes a duty of fair representation to the Employees to enforce their contractual rights under the CBAs against the NBA.

As you know, my representation of the NBRA and its members commenced after the Employees' employment with the NBA ceased, and I do not have any direct knowledge or complete files of their employment with or termination by the NBA. However, it is my understanding that none of the Employees received a formal letter from the NBA setting forth the basis for his termination, the effective date thereof, or the provision of the applicable CBA under which the termination was carried out. Without this information, it is difficult for me to assess the Employees' claims. For this reason, I am requesting copies of the Employees' employment termination letters.

Based on the information that has been made available to me to date, it appears that the terminations of Messrs. Mayfield and Middleton are covered by the collective bargaining agreement in effect between the NBA and the NBRA from 1995 to 1999, and that the terminations of Messrs. Durham and Mathis are covered by the collective bargaining agreement in effect between the NBA and the NBRA from 1999 and 2004. Both of these CBAs provide for arbitration of certain types of employment terminations, and informal reviews of other types of employment terminations.

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Accordingly, to the extent that any of the Employees was terminated for good cause, I am formally requesting arbitration of the termination and the NBA's determination of good cause. To the extent that any of the Employees was terminated for a reason other than good cause, I am formally requesting an informal review of the termination by the Commissioner or his designee.

I look forward to discussing these matters with you in greater detail.

Very truly yours,



Brian E.J. Lam, General Counsel
National Basketball Referees Association

Copies:

NBRA Executive Board
Loren Gibson, Esquire
David Little, Esquire