

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

ADRIENNE LAWRENCE,

Complainant,

vs.

ESPN,

Respondent.

CHRO NO: 1830078

EEOC NO:

October 5, 2017

VERIFIED ANSWER AND AFFIRMATIVE DEFENSES

Respondent ESPN ("Respondent" or "ESPN"), whose proper name is ESPN, Inc., by its attorneys, hereby responds to the Affidavit of Adrienne Lawrence ("Complainant" or "Lawrence"), as follows:

1. Respondent admits the allegations contained in this paragraph.
2. Respondent admits that ESPN is located at ESPN Plaza, Bristol, CT 06010.

Respondent denies the remaining allegations in this paragraph.

3. Respondent admits that from August 10, 2015 through August 9, 2016, Complainant worked at ESPN and that ESPN's offices are located at ESPN Plaza, Bristol, Connecticut 06010. Respondent denies the remaining allegations contained in this paragraph.

4. Respondent admits the allegations contained in this paragraph.
5. Respondent admits that Complainant was one of two applicants selected in July 2015 for position in ESPN's Fellowship program. Respondent further admits that the Fellowship Program offered a two-year employment contract, and that it was designed to be proactive in the

hiring and retaining of diverse candidates. Respondent further admits that its goal was to find, train and develop individuals seeking careers in a sports-media environment. Respondent further admits that the program encouraged mentorship relationships and offered training in writing, interviewing, anchoring and production. Respondent further admits that participants in the program were scheduled to work in Digital Media, Radio and Studio Production. Respondent denies the remaining allegations contained in this paragraph.

6. Respondent admits, on information and belief, that Complainant moved from Los Angeles to West Hartford and that her starting pay was \$75,000 per year. Respondent is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in this paragraph.

7. Respondent admits that Complainant signed a two-year employment contract as part of ESPN's fellowship program on or about August 2015 and that she began working for ESPN on August 10, 2015. Respondent denies the remaining allegations contained in this paragraph.

8. Respondent admits that Complainant wrote articles and appeared on-air as alleged in paragraph 8. Respondent further admits that Complainant represented ESPN in the community and was a member of the Young Professionals affinity group. Respondent denies the remaining allegations contained in this paragraph.

9. Respondent denies the allegations contained in this paragraph.

10. Respondent denies the allegations contained in this paragraph.

11. Respondent denies the allegations contained in this paragraph.

12. Respondent admits that Complainant met with Mr. Skipper in December 2016. On information and belief, Complainant emailed him some of her work. Respondent denies the remaining allegations contained in this paragraph.

13. Respondent admits that Complainant and Mr. Buccigross – whom many other people also know at ESPN, exchanged text messages on or about June 26, 2016. Respondent further admits that Mr. Buccigross was not Complainant's supervisor. On information and belief, Complainant and Mr. Buccigross exchanged personal text messages wherein he made the alleged remarks, with the exception of captioning photos of her with the text "#longlegs" which Respondent denies, and exchanged photos with Complainant. Respondent denies the remaining allegations contained in this paragraph.

14. Respondent denies the allegations contained in this paragraph.

15. Respondent admits, on information and belief, that Ryen Russillo and Complainant spoke about whether Complainant was dating Mr. Buccigross on October 17, 2016. Respondent denies the remaining allegations contained in this paragraph.

16. Respondent denies the allegations contained in this paragraph.

17. Respondent admits that Complainant raised a concern with Jack Obringer on October 17, 2016 and that Mr. Obringer advised Complainant that he had an obligation to report the matter. Respondent denies the remaining allegations contained in this paragraph.

18. Respondent admits Complainant met with Jason Williams on October 18, 2016 and that Complainant told Mr. Williams that she simply wanted to ensure that it was 'on the record' that Mr. Buccigross and Complainant were not dating. Respondent denies the remaining allegations contained in this paragraph.

19. Respondent admits that another reporter located in Los Angeles, California covered the jury deliberations and verdict in the Derrick Rose civil rape trial. Respondent further admits that Complainant wrote at least one article on the Derrick Rose matter. Respondent denies the remaining allegations contained in this paragraph.

20. Respondent admits that Complainant met with HR Director Donna Hricisko on October 21, 2016 to discuss the rumor concerning Mr. Buccigross and that they also discussed a photograph Mr. Buccigross sent Complainant. Ms. Hricisko told Complainant that she would speak with Mr. Buccigross about the rumor and would instruct him to avoid further contact with Lawrence. Respondent denies the remaining allegations contained in this paragraph.

21. Respondent admits that Complainant and Ms. Green met on October 21, 2016 and discussed potential agents Complaint asked about, as well as Ms. Green's views of the pros and cons of hiring an agent at Complainant's stage of her career.. Respondent denies the remaining allegations contained in this paragraph.

22. Respondent is without information or knowledge sufficient to form a belief as to whether Mr. Buccigross "liked" a photo that Complainant posted on her social media account on or about October 28, 2016. Respondent denies the remaining allegations contained in this paragraph.

23. Respondent admits that Complainant emailed Ms. Hricisko on November 2, 2016 to ask whether she had interviewed Mr. Buccigross, and that Ms. Hricisko replied that she was scheduled to do so the following day, as their schedules had been conflicting. Respondent further admits that Mr. Buccigross sent Complainant an email on November 2, 2016

complimenting her on-air performance and that Complainant notified Ms. Hricisko of this fact. Respondent denies the remaining allegations contained in this paragraph.

24. Respondent admits that Ms. Hricisko met with Complainant on November 3, 2016 and informed her that she and had spoken to Mr. Buccigross by phone. Respondent further admits that Ms. Hricisko informed Complainant that Mr. Buccigross denied telling ESPN employees that he and Complainant were romantically involved and that Mr. Buccigross told Ms. Hricisko that he thought of Complainant as a mentee. Respondent denies the remaining allegations contained in this paragraph.

25. Respondent is without information or knowledge sufficient to form a belief as to Complainant's state of mind. Respondent denies the allegations contained in this paragraph.

26. Respondent admits that Complainant sent Ms. Hricisko a follow-up email on November 4, 2016. A copy of the email is attached to Respondent's Position Statement as Exhibit E.

27. Respondent admits that Mr. Gallo sent Complainant an email on November 4, 2016 offering to meet with Complainant to further discuss her concerns and that Complainant declined Mr. Gallo's invitation. A copy of the email is attached to Respondent's Position Statement as Exhibit E. Respondent is without information or knowledge sufficient to form a belief as to Complainant's state of mind and thus denies the remaining allegations contained in this paragraph.

28. Respondent admits that Complainant and Ms. Green discussed Complainant's concerns about the handling of her complaint on November 8, 2016 and that Ms. Green said that she would speak to Mr. Gallo about Complainant's concerns. Respondent further admits that

Ms. Green and Complainant talked about a previous employee who complained about an unknown person placing disparaging flyers about the employee in one of the ESPN mailrooms. Respondent denies the remaining allegations contained in this paragraph.

29. Respondent admits the allegations contained in this paragraph.

30. Respondent admits that Mr. Gallo sent Complainant an email on December 6, 2016 informing Complainant that he had considered the matter closed after Complainant declined his November 4th invitation to meet him in person. Defendant further admits that Mr. Gallo's email noted Complainant's failure to identify witnesses and provide HR with copies of the text messages and photographs. Defendant further admits that Mr. Gallo offered to meet with Complainant to discuss how she thought the investigative process could be improved. A copy of the email is attached to Respondent's Position Statement. Defendant further admits that Mr. Gallo scheduled and attended another meeting with Complainant at which, upon her arrival, Mr. Gallo asked Complainant whether she had anything further to report, and Complainant told him that she did not feel comfortable speaking to his department about her concerns moving forward because she perceived Ms. Hricisko as being biased in favor of Mr. Buccigross and Mr. Gallo did not address Complainant's concerns to her satisfaction. Respondent denies the remaining allegations contained in this paragraph.

31. Respondent admits that on or about December 9, 2016, Mr. Obringer and Complainant met in his office and he told her words to the effect that he was concerned about her, as she appeared to be losing weight and less happy. Respondent denies the remaining allegations contained in this paragraph.

32. Respondent denies the allegations contained in this paragraph.

33. Respondent denies the allegations contained in this paragraph.

34. Respondent admits Mr. Obringer spoke to Complainant about her sports knowledge. Respondent further admits that Ms. Green also spoke with Complainant regarding her sports knowledge during that time. Respondent denies the remaining allegations contained in this paragraph.

35. Respondent admits that Complainant published articles on ESPN's websites and discussed those articles with Ms. Green. Respondent denies the remaining allegations contained in this paragraph.

36. Respondent admits that Complainant wrote articles for ESPN sites and provided legal analysis on air. Respondent further admits that Ryan Smith also provided legal analysis for Respondent in 2016 and 2017. Respondent denies the remaining allegations contained in this paragraph.

37. Respondent admits that Complainant published a post on Instagram with her legal analysis and that Ms. Green sent Complainant an email asking whether such posts needed to be vetted. Respondent denies the remaining allegations contained in this paragraph.

38. Respondent admits that the Fellowship Program offered hands-on training in multiple areas of sports media and broadcasting and across a variety of platforms. Respondent further admits that Mr. Skipper issued a message to employees following the restructuring in April 2017 that impacted ESPN on-air talent and writers, which can be found at <http://espnmediazone.com/us/john-skipper-message-espn-employees/>. Respondent denies the remaining allegations contained in this paragraph.

39. Respondent admits that on or about April 28, 2017, Ms. Green informed Complainant that ESPN would not have a permanent position for her at the conclusion of her contract. Defendant further admits that Ms. Green told Complainant that this was the result of the Company-wide reduction in staff. Respondent denies the remaining allegations contained in this paragraph.

40. Respondent admits that Complainant emailed Ms. Green on May 2, 2017 and expressed a concern that she believed that she was not being offered a permanent position because of her prior complaint. Respondent further admits that Complainant's communication also pointed out that Complainant was aware that ESPN planned to offer Mr. Buccigross a multi-year deal, notwithstanding Complainant's complaint. A copy of the email is attached to Respondent's Position Statement. Respondent further admits that Ms. Green responded that Complainant needed to meet with HR and ESPN's Legal Department to discuss the matter. Respondent denies the remaining allegations contained in this paragraph.

41. Respondent admits that Complainant was offered an opportunity to work on Digital Department assignments in May 2017. Respondent denies the remaining allegations contained in this paragraph.

42. Respondent admits that Plaintiff was offered an opportunity to contribute to another Radio show in May 2017 and worked on that show. Respondent denies the remaining allegations contained in this paragraph.

43. Respondent admits that it granted Complainant's request to Ms. Green to return to her prior role in the Radio Department providing updates after the decision was made to continue

with the updates on the Ryen Russillo show. Respondent denies the allegations contained in this paragraph.

44. Respondent admits it received a letter from Complainant's counsel dated June 21, 2017. Respondent denies the remaining allegations contained in this paragraph.

45. Respondent admits that Ms. Green informed Complainant that she needed to report all of her past and future paid time off on or about July 19, 2017. Respondent denies the remaining allegations contained in this paragraph.

46. Respondent admits Complainant's keycard did not work on July 20, 2017, likely due to a damaged chip. Respondent denies the remaining allegations contained in this paragraph.

47. Respondent admits on information and belief that Complainant is African American and an alumnae of the University of Southern California. Respondent further admits that Mr. Simpson is an alumnae of University of Southern California and was a Heisman trophy recipient. Respondent denies the remaining allegations contained in this paragraph.

48. Respondent admits that Ms. Green stated that Respondent hoped to continue to offer the Fellowship program. Respondent denies the remaining allegations contained in this paragraph.

49. Respondent admits that it has offered the other Fellowship Program participant, Treavor Scales, a part-time position. Respondent further admits that the Fellows (Complainant and Scales) were not considered for other positions at the time the reorganization decisions were being made. Respondent denies the remaining allegations contained in this paragraph.

50. Respondent admits that it has hired certain talent since April 2017 and extended the contracts of certain other talent, including Mr. Buccigross. Respondent denies the remaining allegations contained in this paragraph.

51. Respondent denies the allegations contained in this paragraph.

52. Respondent denies the allegations contained in this paragraph.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint fails to state a claim upon which relief can be granted.

Second Affirmative Defense

The Complaint is barred in whole or in part because any actions taken with respect to Complainant's work for ESPN were based upon legitimate, non-discriminatory factors and not on Complainant's gender or retaliation.

Third Affirmative Defense

The Complaint is barred in whole or in part because Complainant has failed to mitigate or reasonably attempt to mitigate her damages, if any, as required by law.

Fourth Affirmative Defense

The Complaint is barred in whole or in part based on the equitable doctrines of laches, estoppel and unclean hands.

Fifth Affirmative Defense

The Complainant's claims are barred in whole or in part to the extent they were not filed within the applicable statutes of limitations.

Sixth Affirmative Defense

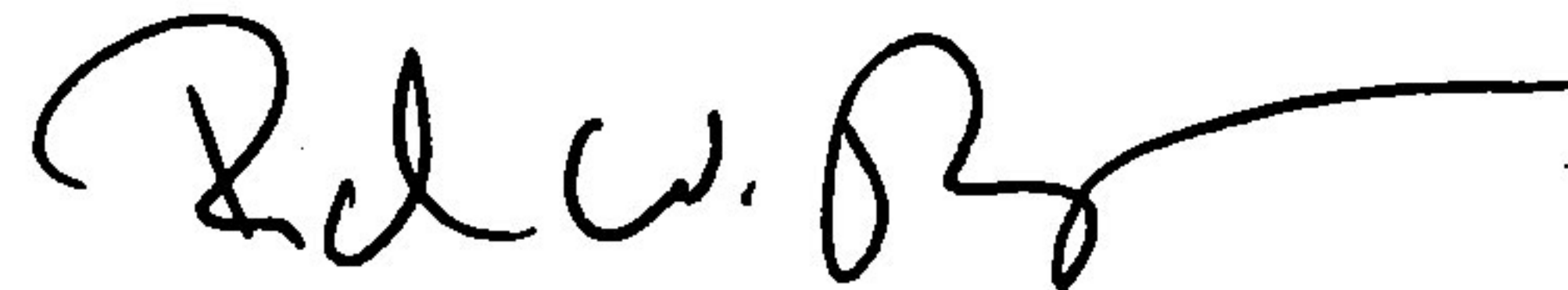
Complainant's discrimination claims based on alleged harassment are barred because Respondent exercised reasonable care to prevent and correct promptly any alleged harassment, and because Complainant unreasonably failed to take advantage of preventative or corrective opportunities provided by ESPN or to otherwise avoid any alleged harm.

Seventh Affirmative Defense

Respondents engaged in good faith efforts to comply with applicable laws and otherwise acted within the scope of exceptions to vicarious liability for punitive damages enumerated by the Supreme Court in *Kolstad v. American Dental Association*, 527 U.S. 526 (1999).

Dated: October 4, 2017

Respectfully submitted,



Raymond W. Bertrand
PAUL HASTINGS LLP
4747 Executive Dr., 12th Floor
San Diego, CA 92121
Telephone: (858) 458-3000
Facsimile: (858) 458-3005
Email: raymondbertrand@paulhastings.com

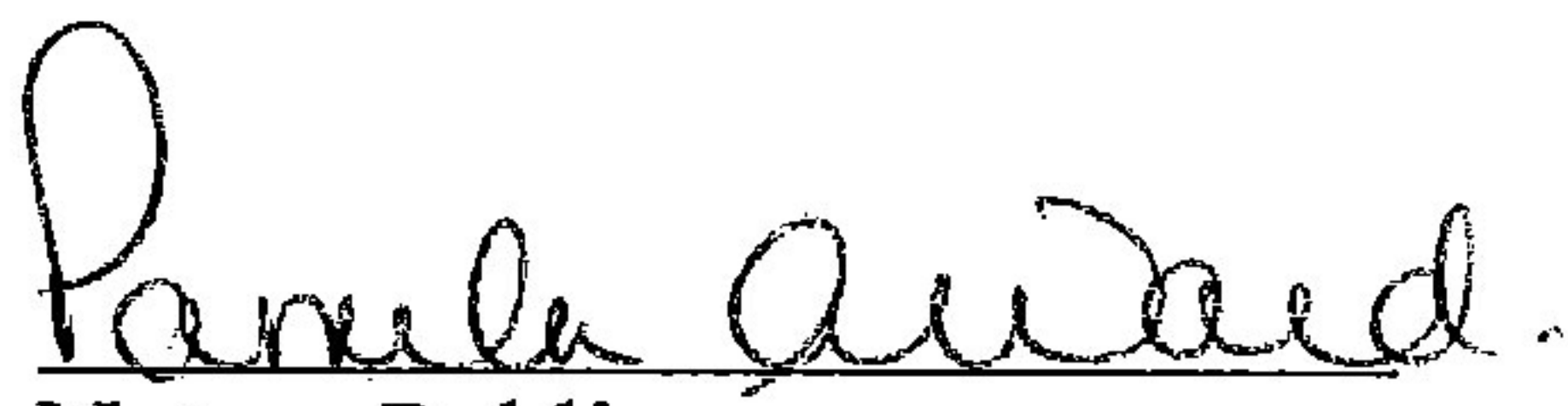
Counsel for Respondent
ESPN, Inc.

VERIFICATION

Jason Williams, being duly sworn, deposes and states that he is the Human Resources Department Representative for ESPN, Inc.; that he has read the foregoing Responses and knows the contents thereof; that the sources of his belief are his personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraph 18 of said document are true to the best of his knowledge, information and belief.


JASON WILLIAMS

Subscribed and sworn to
before me this 3rd day of
October, 2017.



Notary Public

My Commission expires: _____

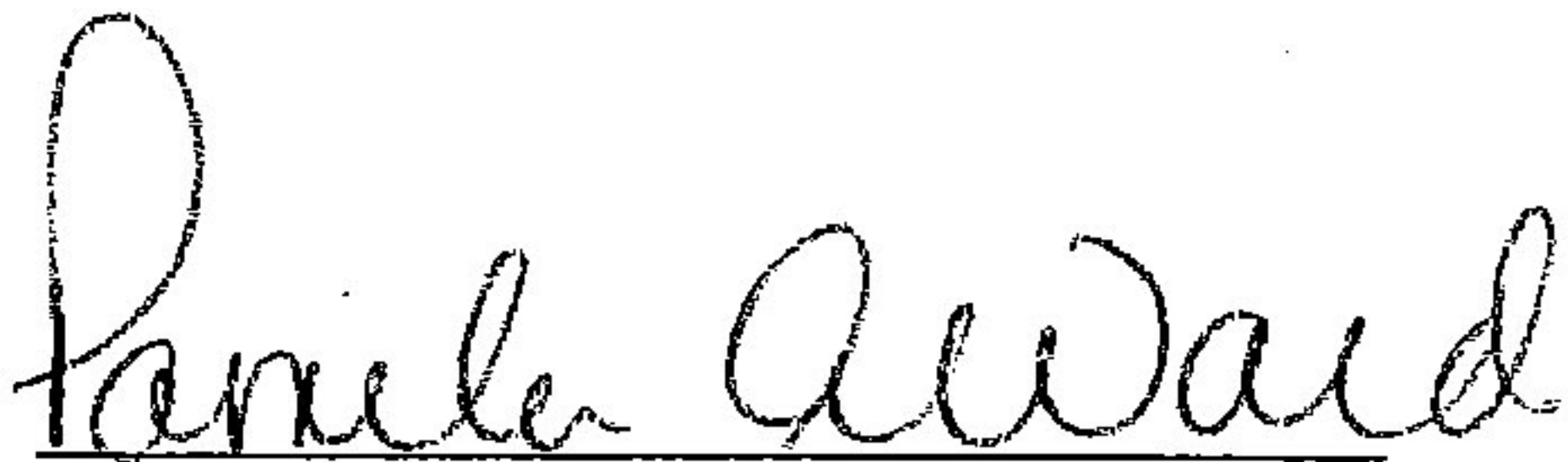
PAMELA A. WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022

VERIFICATION

Meg Green, being duly sworn, deposes and states that she is the Sr. Director, Talent Negotiation & Contract Management for ESPN, Inc.; that she has read the foregoing Responses and knows the contents thereof; that the sources of her belief are her personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraphs 1-8, 11, 21, 28, 34-35, 37-40, 42-43, 45, 47-48, and 49 of said document are true to the best of her knowledge, information and belief.


MEG GREEN

Subscribed and sworn to
before me this 3rd day of
October, 2017.


Notary Public

My Commission expires: _____

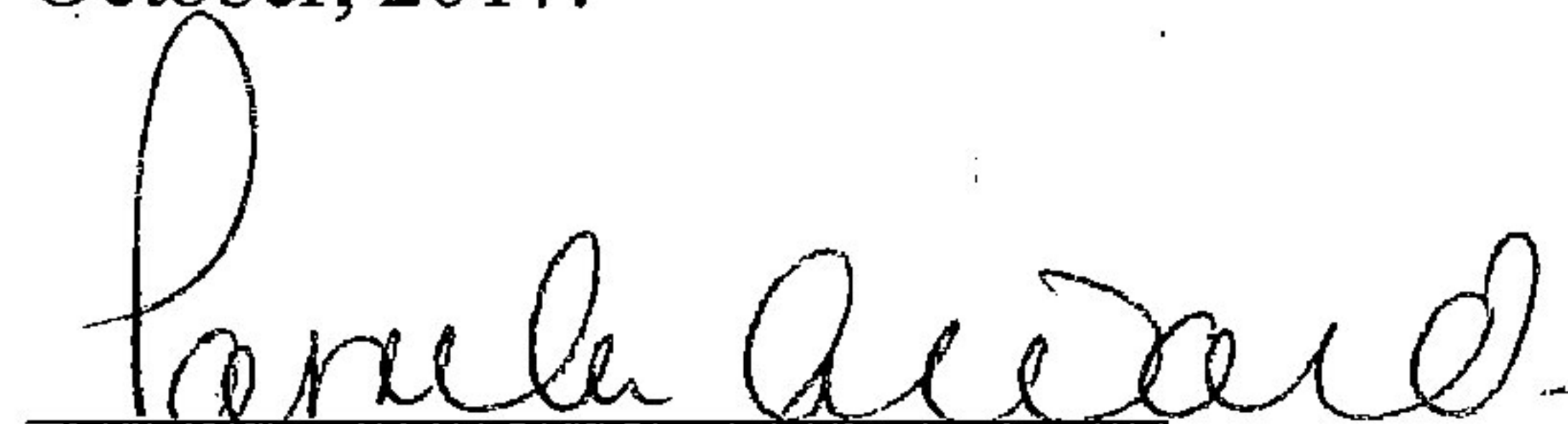
PAMELA A. WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022

VERIFICATION

Donna Hricisko, being duly sworn, deposes and states that she is the Human Resources Director for ESPN, Inc.; that she has read the foregoing Responses and knows the contents thereof; that the sources of her belief are her personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraphs 20, 23-26 of said document are true to the best of her knowledge, information and belief.


DONNA HRICISKO

Subscribed and sworn to
before me this 3rd day of
October, 2017.


Notary Public

My Commission expires: _____

PAMELA A. WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022

VERIFICATION

Rob Gallo, being duly sworn, deposes and states that he is the Senior Director, Employee Relations for ESPN, Inc.; that he has read the foregoing Responses and knows the contents thereof; that the sources of his belief are his personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraphs 9-10, 12, 15, 16, 27, 29-30, 44, 46, 52 of said document are true to the best of his knowledge, information and belief.

Robert Gallo

ROB GALLO

Subscribed and sworn to
before me this 3rd day of
October, 2017.

Pamela A. Ward


Notary Public

My Commission expires: _____

PAMELA A. WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022

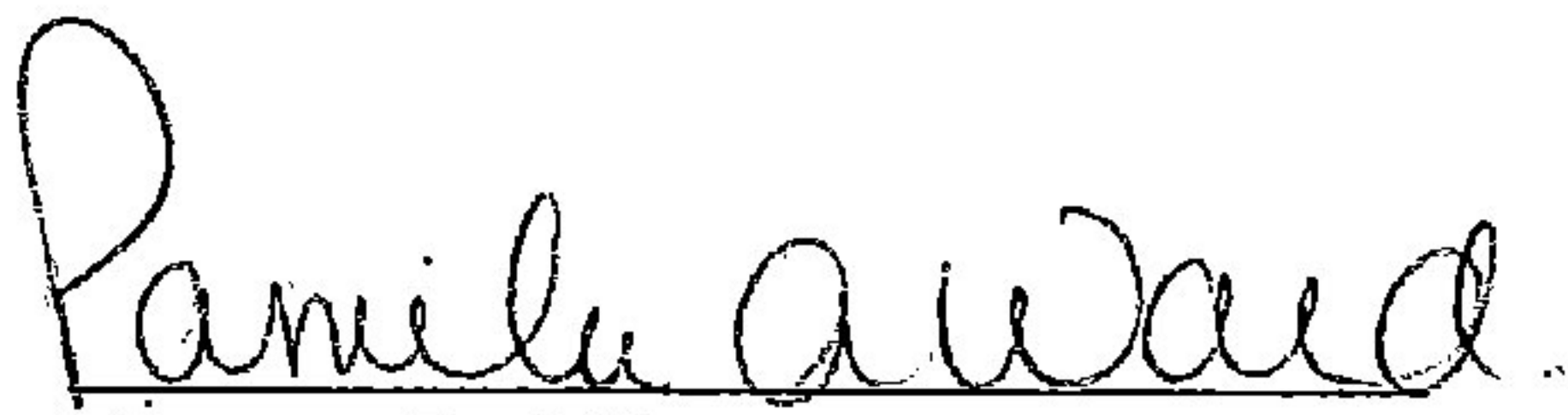
VERIFICATION

Rob Savinelli, being duly sworn, deposes and states that he is the Vice President of Talent for ESPN, Inc.; that he has read the foregoing Responses and knows the contents thereof; that the sources of his belief are his personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraphs 50 and 51 of said document are true to the best of his knowledge, information and belief.



ROB SAVINELLI

Subscribed and sworn to
before me this 3rd day of
October, 2017




Notary Public

My Commission expires: _____

PAMELA A. WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022

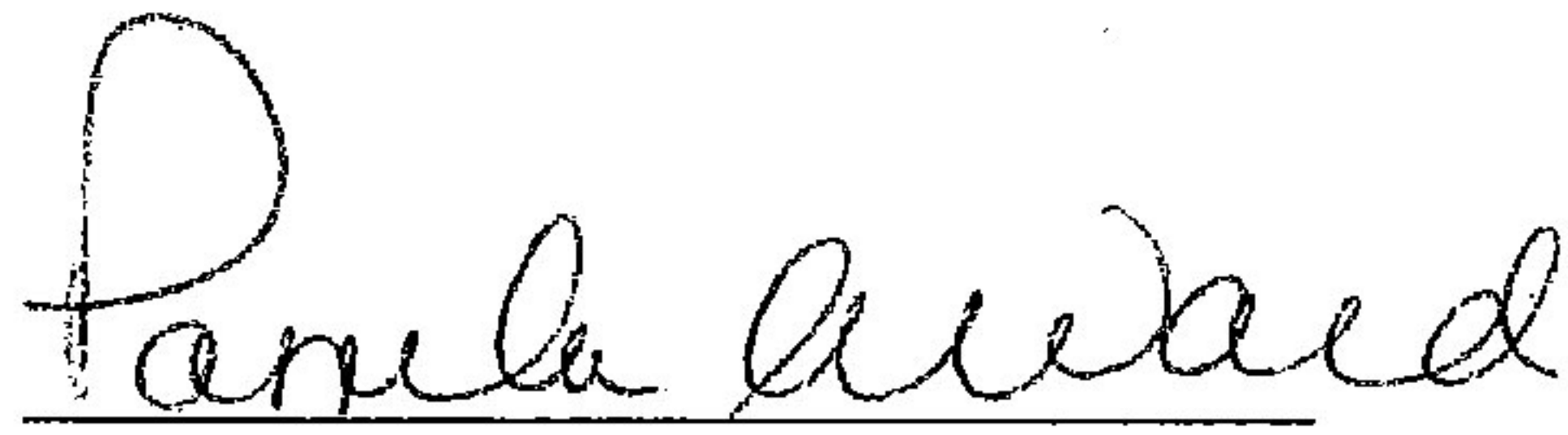
VERIFICATION

John Buccigross, being duly sworn, deposes and states that he has read the foregoing Responses and knows the contents thereof; that the sources of his belief are his personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraphs 13-14, 16 and 22 of said document are true to the best of his knowledge, information and belief.



JOHN BUCCIGROSS

Subscribed and sworn to
before me this 3rd day of
October, 2017.



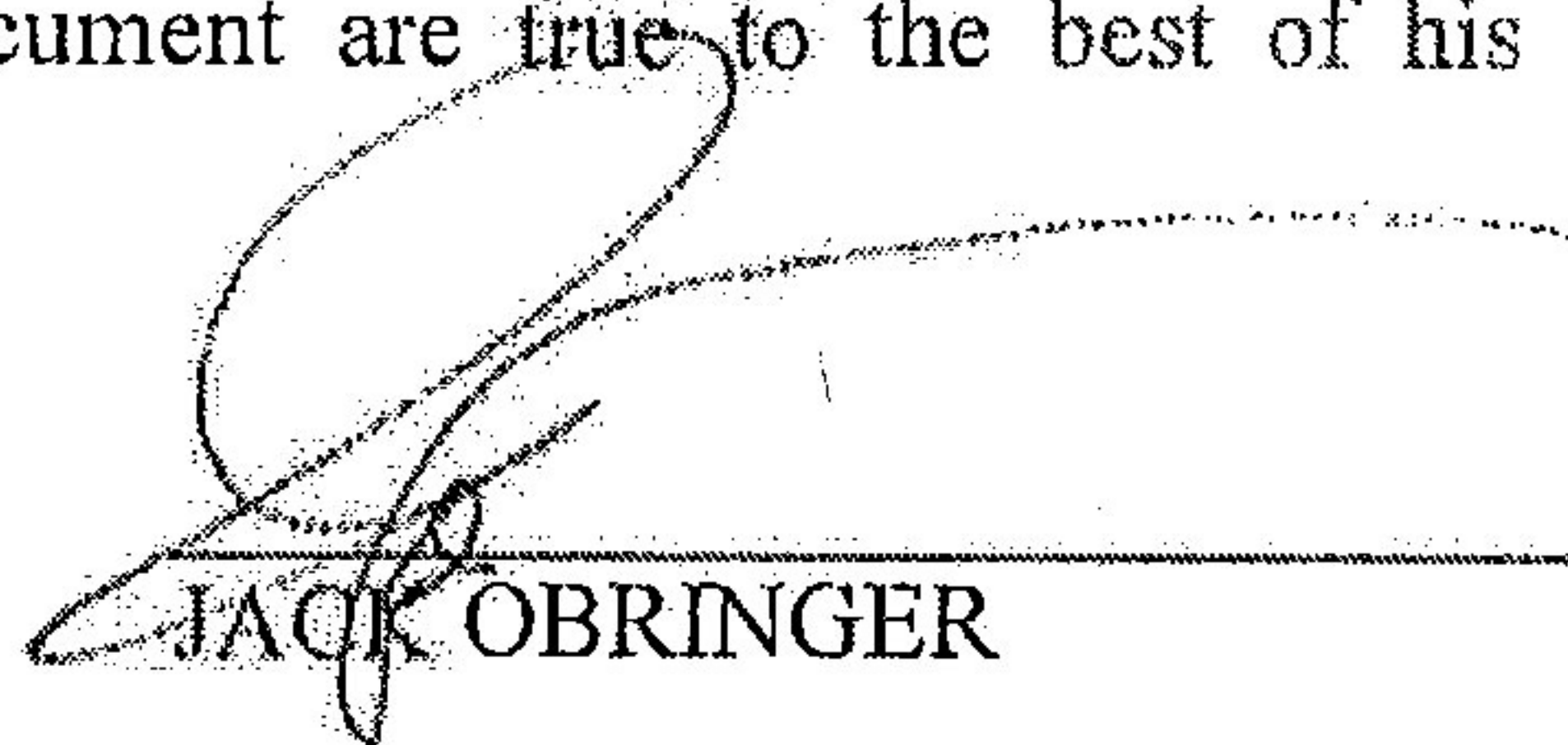
Notary Public

My Commission expires: _____

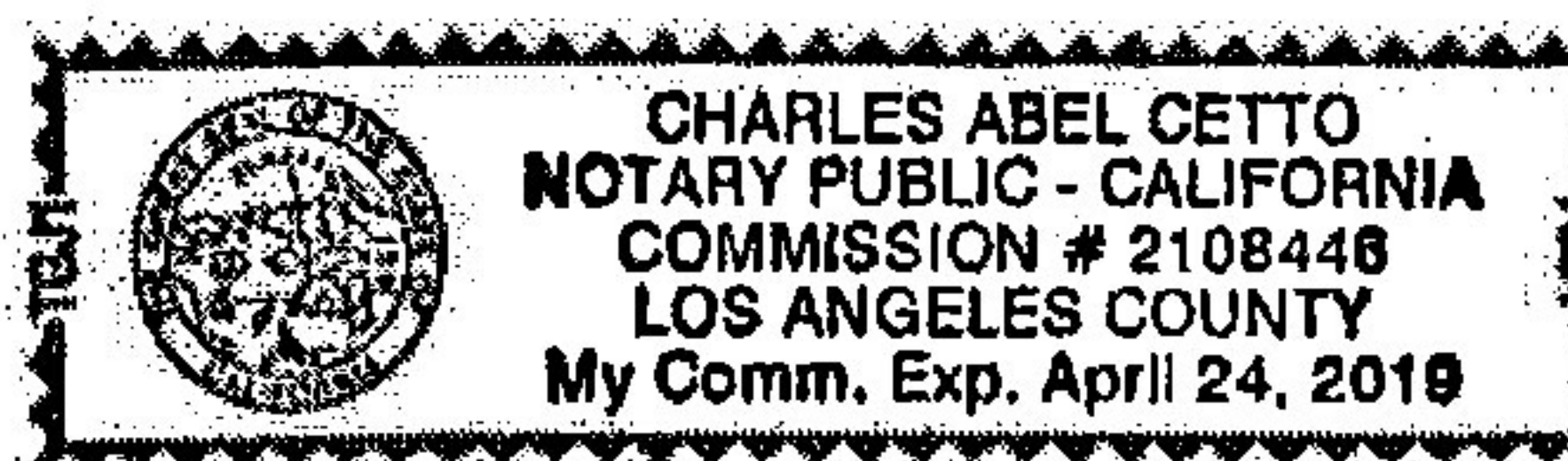
PAMELA A. WARD
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022

VERIFICATION

Jack Obringer, being duly sworn, deposes and states that he is the Senior Coordinating Producer for ESPN, Inc.; that he has read the foregoing Responses and knows the contents thereof; that the sources of his belief are his personal knowledge and the records, employees and members of the Respondent; that said document was prepared with the assistance and advice of counsel; and that subject to the limitations set forth herein, the statements contained in paragraphs 17, 19, 31-34, 36, 41 of said document are true to the best of his knowledge, information and belief.


JACK OBRINGER

Subscribed and sworn to
before me this 3 day of
October, 2017




Notary Public

My Commission expires: April 24, 2019

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On October 3, 2011 before me, Charles Abel Cetto, Notary Public,
(Here insert name and title of the officer)

personally appeared John W ObRinger
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

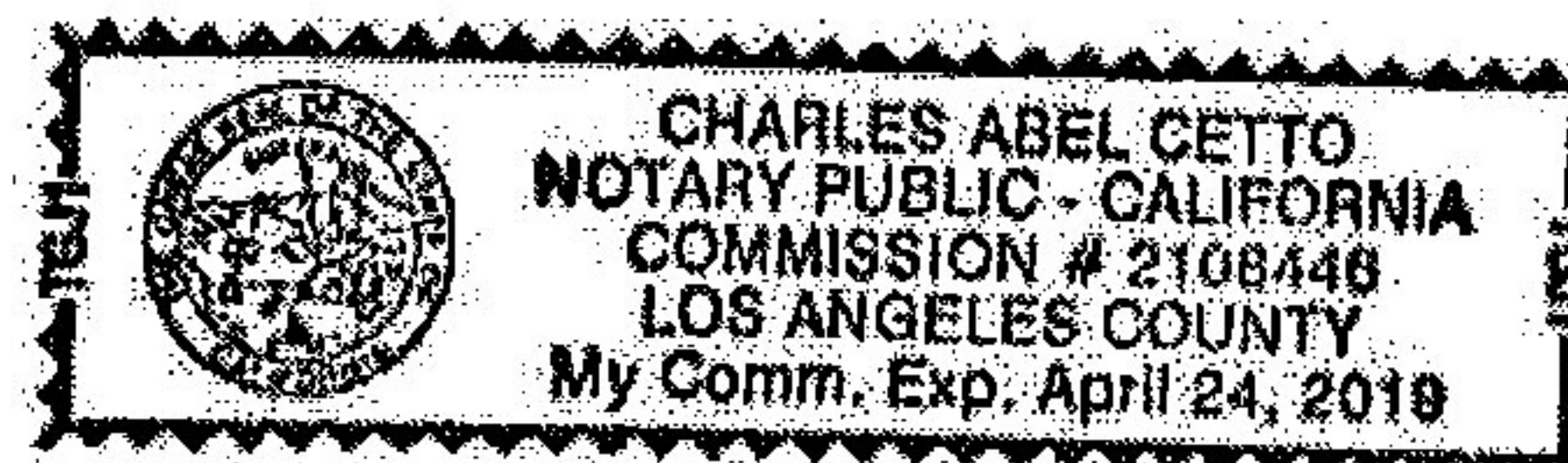
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Charles Cetto

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CERTIFICATE OF SERVICE

Case No.: CHRO No. 1830078

Complainant: Adrienne Lawrence

Respondent: ESPN

I hereby certify that the foregoing Answer and Affirmative Defenses, Employment Schedule A and Respondent's Position Statement with Exhibits was served via UPS, overnight mail (next business day delivery), on this 4th day of October, 2017 to:

Donna M. Wilkerson Brilliant
Regional Manager
State of Connecticut
Commission on Human Rights and Opportunities
55 West Main Street
2nd Floor, Suite 210
Waterbury, CT 06702

Adrienne Lawrence



A handwritten signature in black ink, appearing to read 'Raymond W. Bertrand', written over a horizontal line.

Raymond W. Bertrand