

**RETURN DATE: November 14, 2006**

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<b>HAROLD REYNOLDS,</b>	:	<b>SUPERIOR COURT</b>
<b>Plaintiff</b>	:	
	:	<b>J.D. OF NEW BRITAIN</b>
<b>vs.</b>	:	
<b>ESPN, INC.</b>	:	<b>AT NEW BRITAIN</b>
<b>Defendant</b>	:	
-----X	:	<b>October 30, 2006</b>

**COMPLAINT**

**INTRODUCTION**

1. The plaintiff, Harold Reynolds, brings this claim for damages due to wrongful termination. Mr. Reynolds had a contract for six years that he reasonably anticipated would again be renewed, which defendant ESPN breached when it terminated his employment.

**PARTIES**

2. Mr. Reynolds is a citizen of United States and a resident of the State of Connecticut.

3. ESPN, Inc. is a corporation with its principal place of business in Bristol, Connecticut.

**FIRST COUNT (Breach of Contract)**

4. Mr. Reynolds worked for ESPN as an announcer for eleven (11) years, under four separate contracts. Prior to working for ESPN, Mr. Reynolds played professional baseball, during which time he won three Gold Glove awards, one stolen base title and made two All-Star appearances.

5. Because of his excellent moral character and charitable work, he received numerous awards and distinctions, including The Martin Luther King Humanitarian Award from the city of Seattle, the Roberto Clemente Award from Major League Baseball and the 195th Point of Light selection by President George H. W. Bush.

6. With ESPN, Mr. Reynolds was the lead analyst on its Baseball Tonight show, which won an Emmy award, and lead analyst for the College World Series. He was lead analyst and color analyst for the Little League World Series, which in 2005 received two Emmy nominations.

7. Mr. Reynolds was consistently a hard worker, with a polite, respectful and engaging personality. He was widely regarded as having an excellent moral character by persons who held anywhere from the highest positions at ESPN to ESPN's regular employees. He was an extraordinarily generous person, especially with children, but also with his coworkers. He does not drink, smoke or use foul language.

8. In March, 2006, based on his excellent past performance, Mr. Reynolds and ESPN agreed to a new six (6) year contract, which was longer than most announcer employment agreements. Each year of his contract provided the opportunity for compensation of approximately \$1,000,000.

9. During negotiations for any contract, ESPN raised no specific concerns about any past conduct or performance, and ESPN indicated no reservations whatsoever about Mr. Reynolds' continued employment with it.

10. Under the contract, Mr. Reynolds could be terminated only for "failure to perform," which required "intentional or continual activities" contrary to ESPN's instructions, or else required "willful or egregious action... which would constitute an act of moral turpitude."

11. Upon information and belief, this termination provision is similar to that which exists in other management and on-air talent contracts for employees and announcers at ESPN.

12. On July 24, 2006, ESPN hand-delivered a letter to Mr. Reynolds, informing him that it had terminated his employment for cause. It provided no further explanation, and gave no specific reason or reasons.

13. ESPN's investigation preceding Mr. Reynolds' termination was significantly below the standards for an adequate investigation of alleged misconduct.

14. On August 2, Mr. Reynolds, through his attorney and in writing requested a copy of his full personnel file. To the date of this complaint, ESPN has refused to give Mr. Reynolds a copy of his personnel file, even though such disclosure is required by Connecticut law.

15. In addition, ESPN has refused to allow an employee of the Connecticut Department of Labor onto its premises so that the Labor Department can obtain a copy of Mr. Reynolds' personnel file.

16. Mr. Reynolds has never, in his career as a baseball player or with ESPN, intentionally engaged in a “failure to perform” his duties in any material respect. For example, he was punctual, well prepared, professional, creative and personable, both in the studio and on remote assignments.

17. As he truthfully has stated publicly, in July 2006 he gave a brief and innocuous hug to a female intern. The intern, at the time, never expressed any discomfort, and in fact had dinner with Mr. Reynolds at a Boston Market restaurant that same evening after he had given her this brief hug. Mr. Reynolds has never seen her since then, and upon information and belief she made no complaint until approximately three weeks later.

18. By its action in terminating Mr. Reynolds' employment, ESPN has breached his employment contract, and further caused Mr. Reynolds to lose foreseeable opportunities for future contract renewals .

19. As a result of such breach, Mr. Reynolds has suffered damages including loss of compensation under his contract, lost past and future endorsements, lost opportunities for future contracts, and interest on past losses, measured from the date of the breach.

**CLAIM FOR RELIEF**

WHEREFORE, the plaintiff seeks the following relief:

1. Damages for the full contract period amounting to at least \$5 million, including interest and lost past and future earnings;
2. Other consequential damages for the full contract period, and damages for lost future opportunities;
3. Such other legal relief as the Court deems appropriate.

RESPECTFULLY SUBMITTED,  
PLAINTIFF HAROLD REYNOLDS

By: \_\_\_\_\_

Joseph D. Garrison  
State Bar #21832  
GARRISON, LEVIN-EPSTEIN, CHIMES  
& RICHARDSON, P.C.  
405 Orange Street  
New Haven, Connecticut 06511  
Ph: (203) 777-4425 / Fax: (203) 776-3965  
[jgarrison@garrisonlaw.com](mailto:jgarrison@garrisonlaw.com)

**PLEASE ENTER MY APPEARANCE ON BEHALF OF THE PLAINTIFF**