

SUPERIOR COURT OF THE STATE OF CONNECTICUT
COUNTY OF HARTFORD

-----X
MELISSA “MISSY” MOTHAS,

Plaintiff,

-against-

ESPN PRODUCTIONS, INC.
AND CELIA BOUZA.

Defendants.

-----X

SUPERIOR COURT

JUDICIAL DISTRICT OF
NEW BRITAIN

December 21, 2020

COMPLAINT

COMES NOW Plaintiff, Melissa Motha (hereinafter, “Ms. Motha” or “Plaintiff”), by and through her undersigned attorneys, The Law Offices of Neal Brickman, P.C., located at 420 Lexington Avenue, Suite 2440, New York, New York 10590, and as and for her Complaint against Defendants, ESPN Productions, Inc. (“ESPN”), and Celia Bouza (“Bouza”) (collectively “Defendants”), states and alleges the following:

NATURE OF ACTION

1. This is an action for breach of contract, breach of the covenant of good faith and fair dealing, defamation, negligent infliction of emotional distress, and tortious interference with contractual relations. These claims all arise out of Plaintiff’s sudden and wrongful termination from her employment with ESPN, without cause or legal justification. At the time of her unjustified termination, Plaintiff had a written employment contract that had approximately 22 months remaining on its term. Since Defendant ESPN did not have “cause” to terminate her, it is obligated to pay her for the remaining term of that contract as well as other compensation that she would have accrued during that period. Defendant Bouza inexplicably published knowingly

false statements about Plaintiff, falsely labeling her a racist for the purpose of attempting to get ESPN to terminate, and, thus, breach, her contract. Plaintiff seeks an award of compensatory and punitive damages, together with the costs incurred by the Plaintiff in this action, including her reasonable attorneys' fees.

THE PARTIES

2. The plaintiff, Ms. Motha, resides in West Hartford Connecticut and until recently worked for defendant ESPN in Bristol Connecticut, pursuant to a written contract as a coordinating producer.

3. Defendant ESPN is a Delaware corporation with offices at ESPN Plaza, Bristol Connecticut 06010-7454. ESPN is a television broadcasting company providing sports content nationally on a twenty-four hour, seven day per week basis.

4. Defendant Celia Bouza ("Bouza") resides, upon information and belief, in New Britain County, Connecticut.

5. Celia Bouza is employed by ESPN as the Director of ESPN Next and works in the ESPN Bristol office.

JURISDICTION

6. This Court has Jurisdiction as Plaintiff resides in New Britain County, and Defendants' principal place of business is located in New Britain County, and, as is more fully set forth below, the events giving rise to this action occurred in this district.

VENUE

7. Venue is proper because Plaintiff resides in New Britain County, and Defendants' principal place of business is located in New Britain County, and, as is more fully set forth below, the events giving rise to this action occurred in this district.

FACTUAL BACKGROUND

8. Ms. Motha was employed by ESPN, and had a successful career for 24 years, until she was wrongfully terminated in July 2020 based on a fallacious claim that she had made allegedly racially offensive remarks to a co-worker in or about 2014, well before the term of her current contract.

9. Ms. Motha was initially hired by ESPN to work as a Temporary Production Assistant on December 9, 1996.

10. Ms. Motha performed her job well and each subsequent year earned promotions, merit increases in her annual salary, and bonuses.

11. In July 1997 Ms. Motha was offered a permanent staff job at ESPN as a Production Assistant and an increased salary.

12. In 1998 Ms. Motha was promoted to ESPN Production Assistant II.

13. In January 2000 Ms. Motha was promoted to ESPN Associate Producer.

14. In June 2000, Ms. Motha was promoted to Highlights Supervisor and received a merit pay raise to \$46,000.00 which more than doubled her initial starting salary. In June 2001, she received another merit pay raise to \$48,185.

15. Ms. Motha continued to perform very well every year and consequently earned promotions and merit salary increases.

16. In May 2003, Ms. Motha was given another promotion to Producer and her annual salary was again increased.

17. In 2007 Ms. Motha was promoted to ESPN Coordinating Producer.

18. In 2011 Ms. Motha was promoted to ESPN Coordinating Producer II.

19. In each year she worked at ESPN, Missy received annual pay raises and consistently received good to excellent performance reviews. For, at least, the last decade, Ms. Motha has worked at ESPN pursuant to a series of written contracts for a set duration.

20. Ms. Motha's consistently positive performance reviews reflect her dedication, excellent work ethic and outstanding job performance. ESPN essentially has been Ms. Motha's only employer during her adult life.

21. In 2004 she was praised by her boss who stated; "As one of the only two women producing shows at ESPN, Missy has weathered a lot of scrutiny and pressure, and is an excellent ambassador for respecting diversity in our news operation." In 2005 her review noted that "Missy communicates well with her staff...her sense of humor helps put people at ease and makes her easy to approach." Her 2006 review stated that "Missy has gained the respect of the production staff, technical crew and anchors. She is willing to do whatever it takes to get her job done, coming in early, staying late..." Her boss noted in her 2007 review that "She is by far the best, most prepared, most creative producer at ESPN... [she] communicates exceptionally well with her crew...never gets flustered."

22. In her 2012 performance review she was lauded for "creat[ing] an inclusive environment." One producer who worked with her reported that her drive to excel at her job at times required her "to deliver a tough message when it needs to be. Feelings need to be hurt here at times and it's nice to have someone overseeing shows directly who will do that."

23. In 2015 it was again noted that Missy "creates inclusive environment" and "regularly does more than is required and demonstrates advanced skill and ability."

24. In 2016, as a result of her continued superior job performance and dedication to work, Ms. Motha was promoted to the role as Producer and Coordinating Producer of the 6 pm

“Sports Center” show. This show represents one of ESPN’s most valuable properties and it would not have been entrusted to her unless ESPN believed that she was a talented dedicated employee, with no performance issues. Her review reflected the benefits of her experience and ability to work with others on this challenging show: “Her understanding of how the place works and how to get things done were invaluable to an inexperienced staff.”

25. In June 2019, in recognition of her continued excellent performance, Ms. Motha and ESPN entered into a new three- year written, enforceable and binding agreement governing the Plaintiff’s employment relationship with ESPN (the “Agreement”), commencing on June 3, 2019 and ending on June 2, 2022. Ms. Motha received a \$75,000 bonus for 2019. The Agreement was virtually identical to her two previous contracts dated. A copy of the Agreement is attached hereto, and incorporated fully herein by reference, as Exhibit “A.”

26. The Agreement further provided that Ms. Motha would receive a base compensation of \$220,000 and would be eligible for participation in the ESPN bonus plan, the long-term incentive program, and other company benefits.

27. The Agreement made it clear that Ms. Motha’s employment could only be terminated for cause, “failure to perform,” which was defined by the Agreement as certain limited specified acts during the term of the Agreement. Absent termination for cause, Ms. Motha would be entitled to all compensation due under the remaining term of the Agreement.

28. Specifically, the Agreement provided, *inter alia*, that ESPN:

“Shall have the right to terminate this Agreement at any time if, in Productions’ judgment, Missy is unable or has failed or refused to perform fully the services required of her. Without limitation, “failure to perform” shall include: (i) breach of any representation or warranty contained herein; (ii) inadequate preparation for or lack of punctuality in attending work sessions, tapings and live Programs and rehearsals or preparation therefor; (iii) activities (whether by commission or omission) contrary to the instructions of Productions (including breaches of this Agreement); and (iv) engagement in dishonesty, illegal conduct or misconduct, or other behavior or activities which

Productions, in its sole determination, concludes is injurious to Productions' reputation or business. If Productions so terminates this Agreement, it shall be under no further obligation to Missy except to pay her such of her salary as is earned but unpaid at the time of termination (including unused vacation time as required under company policy), subject and without prejudice to any claims which Production may have against Missy."

Importantly, any "failure to perform" sufficient for ESPN to terminate the Agreement must have occurred during the term of the Agreement.

29. In her 23 years at ESPN, Ms. Motha was disciplined on a single occasion; she received no performance warnings or other formal complaints in over two decades of work. The sole discipline came in February 2020 for being "too familiar on the set" because she joked around and was too friendly with her coworkers. At the time, Ms. Motha was explicitly told that this was an isolated incident and that it would not be held against her and in any way hinder her meteoric rise and successful career at ESPN. Ms. Motha worked long hours sometimes 24/7 and naturally became close to her co-workers. Ms. Motha was routinely praised for her work and dedication and held up as a shining example of diversity hiring and promotion at ESPN. She was consistently told that she was an invaluable asset to ESPN.

30. In early 2020, Bob Chapek became the new CEO of Disney. Wall Street analysts observed that Chapek was, and still is, upon information and belief, "looking into every corner where they [Disney] can save money".

31. According to a report by Front Office Sports (FOS), ESPN had laid off, and was preparing to lay off, hundreds of staff in order to save tens of millions of dollars in salaries. News outlets reported that in order to further accelerate its direct-to-consumer strategy, Disney will be centralizing its media businesses into a single organization that will be responsible for

content distribution, ad sales and Disney+ and laying off hundreds of ESPN employees as part of its new strategy.¹

32. In connection with the Chapek appointment, on or about June 2020 ESPN held a company virtual Town Hall meeting attended by approximately 1000 people, including Disney executives, employees and shareholders.

33. During that Town Hall an ESPN employee, Celia Bouza, who was, and presumably still is, the Director of ESPN Next, and is charged with retaining diverse employees, made several outrageous and disparaging comments about Ms. Motha. Bouza stated that in 2014 Ms. Motha allegedly told an African American segment producer that:

“Your job is so easy a monkey could do it.” And when she said that to me I was very shocked by the words that she used. However, when she told me who said it I was not surprised. And this leader had a long reputation of this type of behavior dating back to 7 years prior when I walked in the door as a Production Assistant. Later in a breaking news situation, my friend was also verbally harassed and told to leave her seat by that same leader. And my friend told her manager—as she should—and that leader was reassigned from the show that she was working on. And I say that as I fast forward three years later, my talented friend is gone, right? The retention piece is gone and she is no longer working here. And now I am in a new role as Director of ESPN Next and I am told that this same leader that used that disgusting language with my friend is now using very similar acts of harassment with the entry level employees of the program that I am in charge of.”

34. In making these false and defamatory statements Bouza admitted that she had not personally heard or witnessed the alleged statement or a single alleged improper incident, much less any of the events thereafter that she alluded to in her screed.

35. The segment producer referenced in Bouza’s statement never complained about the alleged comment purportedly made in 2014 and left ESPN, contrary to the insinuations of

¹ <https://nypost.com/2020/04/03/disney-to-furlough-non-essential-staffers-amid-coronavirus/>;
<https://www.sportspromedia.com/news/disney-ESPN-hulu-streaming-ad-sales-distribution-restructure-bob-chapek>

Bouza, to pursue other job opportunities. Upon information and belief, in her exit interview she did not mention anything about this alleged comment, nor did she attribute her departure to anything that Ms. Motha had said or done. In fact, Ms. Motha was never advised of these alleged comments until after the Town Hall in June 2020. In any event to the extent that any such comment was ever made – which is disputed – the allegation concerning the same was known to ESPN shortly thereafter and certainly well before June 3, 2019, the commencement date the Agreement.

36. Ms. Motha was flabbergasted when she heard of Bouza’s accusations and statements. She knew Bouza, had complimented Bouza and her staff on multiple occasions, and thought she had a good working relationship with her. Prior to the Town Hall Motha had met one-on-one with Bouza on multiple occasions and had had, on at least one of those occasions, a very good discussion about one of Motha’s direct reports with whom Bouza had a conflict.

37. Motha had never in her 24 years at ESPN had her character questioned, let alone so thoroughly and maliciously vilified. Her surprise at Bouza’s irresponsible, inflammatory, and per se defamatory statements was exacerbated as she never even made the alleged comment to the segment producer. Despite numerous opportunities, Bouza never once complained to Motha about her behavior or questioned how Motha managed or spoke to her direct reports.

38. Ms. Motha had recruited many production assistants and was a recognized champion of diversity at ESPN. She worked to ensure that all diversities were represented in work assignments and was routinely recognized for those efforts.

39. Shortly after the company Town Hall, on July 15, 2020, Ms. Motha was called into a meeting by Rob Gallo of ESPN’s Human Resources Department, and her boss, Norby Williamson, and was informed that ESPN was summarily terminating her contract for the

comments she allegedly had made to the segment producer in 2014, as claimed by Bouza in the Town Hall meeting.

40. Motha was never given any opportunity to defend herself against the baseless charges that she had made a purportedly racist comment multiple years before the commencement of the Agreement and which allegations she was unaware, but about which, upon information and belief, ESPN had been aware for several years. This purported statement was the sole stated basis for ESPN's summary termination of Ms. Motha's Agreement and, thus, her employment.

41. Ms. Motha received a letter dated July 15, 2020, by overnight mail, which contained the following statement: "This shall constitute written notice that, effective immediately, ESPN Productions, Inc. has terminated your Employment Agreement dated as of June 3, 2019."

42. Ms. Motha was so blindsided by the vicious attack on her character and the sudden unjustified termination that she suffered extreme emotional distress, resulting in severe depression and hopelessness and, on one short occasion, her hospitalization.

43. After benefitting from Ms. Motha's incredible work and dedication for over 23 years, ESPN terminated her, without cause, and has failed and refused to pay her the salary, stock incentive awards, benefits and bonuses due to her under the plain language of the Agreement. Subsequent to her termination, Mr. Williamson informed Ms. Motha that he did not agree with the decision to terminate her employment and had fought to get management to reconsider it. More tellingly, Mr. Williamson advised Ms. Motha to retain an attorney to sue ESPN for the monies due her under her contract because he believed that there was no "failure to perform" or just cause for her termination.

44. As a result of ESPN's termination of her contract, Ms. Motha has suffered damages including the loss of her employment, lost salary, lost benefits, and the loss of stock incentive options and bonuses. She has further suffered extreme emotional pain and suffering due to the manner of her termination and the baseless, reactionary, and malicious actions of Defendants in defaming, dehumanizing, and maligning Ms. Motha.

45. Defendant ESPN and Bouza are both responsible for these damages and should be held liable to Plaintiff for the damages that they proximately caused.

COUNT I
BREACH OF CONTRACT
(Against ESPN)

46. Ms. Motha repeats, reiterates and re-alleges each and every allegation set forth in paragraphs "1" through "45" of this Complaint with the same force and effect as if fully set forth herein at length.

47. On June 3, 2019 Ms. Motha entered into the three-year written Agreement with ESPN.

48. Pursuant to the explicit terms of the Agreement, Ms. Motha was entitled to be paid a salary, bonus, stock incentive awards, and other benefits.

49. Pursuant to Paragraph 13 of the Agreement, ESPN could only terminate Ms. Motha for a "failure to perform" during the term of the Agreement, which "failure" was defined in the Agreement to include certain specified and very limited circumstances.

50. Ms. Motha performed all of her material obligations to Defendant ESPN.

51. Ms. Motha has not – and it has not even been alleged that Ms. Motha – committed any act that constituted a “failure to perform” under the plain wording of the Agreement, much less any bad act during the term of the Agreement.

52. Rather, ESPN improperly and wrongfully terminated Ms. Motha based on a fallacious claim relating to an alleged statement that occurred some half decade prior to the commencement date of the Agreement.

53. Since July 15, 2020, ESPN has failed and refused to pay Ms. Motha the salary that is due and owing, the stock awards and bonus owed to her, as well as other benefits to which she is entitled, under the Agreement.

54. Defendant ESPN’s actions as detailed herein constituted a material and unequivocal breach of the Agreement.

55. As a direct result of ESPN’s termination of the Agreement, Ms. Motha has suffered economic loss, extreme emotional distress and other damages.

56. All conditions precedent to suit for breach of contract have been satisfied. Defendant ESPN should be held liable to Plaintiff on this count and Plaintiff should be awarded all appropriate relief.

COUNT II

DEFAMATION

(Against ESPN and Bouza)

57. Ms. Motha repeats, reiterates and re-alleges each and every allegation set forth in paragraphs “1” through “56” of this Complaint with the same force and effect as if fully set forth herein at length.

58. ESPN hosted a Town Hall during which Bouza falsely and maliciously announced to over 1000 other employees and shareholders that Ms. Motha had made disparaging

and supposedly racist comments to a segment producer, and that Ms. Motha had similarly harassed other employees for the preceding 7 years. ESPN repeated these comments and vouched for their veracity. These comments improperly, and knowingly falsely insinuated that Ms. Motha was a racist and had acted in a racist manner for many years. Bouza's comments were unsolicited and completely out of context of the focus of the Town Hall.

59. Bouza's statements at the Town Hall about Ms. Motha were defamatory and directly led to her termination as Bouza had intended. As the comments directly involved improper conduct or lack of skill or integrity in Ms. Motha's profession or business and were clearly of a nature calculated to cause injury to Ms. Motha in her profession, the comments constitute defamation *per se*.

60. ESPN and Bouza knew or should have known that these comments were false or failed to determine their falsity prior to their dissemination.

61. As a direct and proximate result of Bouza's statements, and ESPN's further dissemination of these comments, Ms. Motha has suffered the loss of her employment, lost salary, lost benefits, and the loss of stock incentive options and bonuses.

62. She has further suffered severe physical and emotional harm, including, anxiety, headaches, depression and post-traumatic stress.

63. Defendants should be held liable to Plaintiff on this count and Plaintiff should be awarded all appropriate relief.

COUNT III
BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
(Against ESPN)

64. Ms. Motha repeats, reiterates and re-alleges each and every allegation set forth in paragraphs “1” through “63” of this Complaint with the same force and effect as if fully set forth herein at length.

65. In every contract there is an implied covenant of good faith and fair dealing. ESPN breached that covenant by summarily terminating Ms. Motha as detailed herein and by intentionally depriving Ms. Motha of the benefits of the Agreement in bad faith.

66. When Ms. Motha signed the Agreement with ESPN, she was entitled to be treated fairly and expected ESPN to at all times act in good faith as it was required to do as a matter of law.

67. In terminating Ms. Motha from her job and intentionally precluded her from receiving the benefits of the Agreement, ESPN acted with malicious bad faith. Specifically, by purportedly relying on knowingly improper comments by Bouza [who had neither worked with Ms. Motha nor been present at the time of the alleged comment made years before the Agreement commenced], to justify Ms. Motha’s termination, ESPN with a dishonest purpose and not only in its own economic interest but also with a more sinister motive in misleading its own work force and the public as to Ms. Motha’s character and work performance.

68. ESPN acted in bad faith by knowingly and intentionally terminating Ms. Motha without proper justification.

69. ESPN acted in bad faith by using a remark she allegedly made multiple years prior to the commencement of the Agreement term as an abject pretext to dishonestly deprive Ms. Motha of the benefits due her under the Agreement.

70. ESPN acted in further bad faith by disparaging Ms. Motha with the sole purpose to manufacture a reason to terminate her.

71. ESPN acted in bad faith and failed to deal fairly with Ms. Motha by improperly terminating her and by failing to pay her the salary, stock awards, bonus and other and benefits due to her under the Agreement.

72. As a result of defendants' acts, as aforesaid, Ms. Motha has suffered damages, and is owed compensatory damages (for both the pecuniary and non-pecuniary losses suffered).

73. Defendants should be held liable to Plaintiff on this count and Plaintiff should be awarded all appropriate relief.

COUNT IV

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

(Against ESPN and Bouza)

74. Ms. Motha repeats, reiterates and re-alleges each and every allegation set forth in paragraphs "1" through "73" of this Complaint with the same force and effect as if fully set forth herein at length.

75. As detailed herein ESPN was motivated to terminate Ms. Motha's contract due to the decision to dramatically cut cost and to move to produce more digital streaming content and not due to any action or "failure to perform" by Ms. Motha.

76. Bouza acted in concert with ESPN in a concerted effort to orchestrate Ms. Motha's termination and, in so doing, destroy Ms. Motha's professional career and reputation by impugning her character and by wrongly and falsely attributing racist comments to her.

77. Defendants knew that in creating a false narrative to justify their improper actions in the termination of Ms. Motha that their conduct would result in a real risk of causing emotional distress that would likely cause illness or injury.

78. The purposeful vilification and humiliation of Ms. Motha without any justifiable basis and in contravention of her actual behavior for years at ESPN led directly to injury to Ms. Motha who required hospitalization from Defendants' unreasonable conduct.

79. As a direct consequence of Defendants' actions, Plaintiff lost her job, suffered economic losses and has suffered severe emotional distress that it has caused her bodily illness.

80. Defendants should be held liable to Plaintiff on this count and Plaintiff should be awarded all appropriate relief.

COUNT V

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against ESPN and Bouza)

81. Ms. Motha repeats, reiterates and re-alleges each and every allegation set forth in paragraphs "1" through "80" of this Complaint with the same force and effect as if fully set forth herein at length.

82. The actions of Defendants as described herein are outrageous and surpass the bounds of all human decency.

83. Plaintiff has been subjected to a campaign to destroy her career at ESPN as well as her employment prospects in other companies and her reputation in her field.

84. Defendants acted deliberately, maliciously and wantonly, and in callous disregard of Plaintiff's rights and the facts as they knew them.

85. Defendants knew that their promulgation of the lie that Ms. Motha had made racist comments and was racially insensitive solely to attempt to justify ESPN's improper breach of the Agreement and the termination of Ms. Motha would likely result in extreme emotional distress on the part of Ms. Motha.

86. Defendants' intentional acts constituted extreme and outrageous conduct.

87. Defendant' bad faith and intentionally harmful acts did in fact cause Ms. Motha emotional distress.

88. In fact, as a direct result of these intentional bad acts by Defendants, Ms. Motha was hospitalized.

89. As a direct and proximate cause of Defendants' actions, Plaintiff has suffered severe emotional distress as well as monetary damages and is entitled to both compensatory and punitive damages.

COUNT VI

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP

(Against Bouza)

90. Ms. Motha repeats, reiterates and re-alleges each and every allegation set forth in paragraphs "1" through "89" of this Complaint with the same force and effect as if fully set forth herein at length.

91. Ms. Motha's Agreement with ESPN had a three-year term.

92. Bouza was aware of the Agreement and acted purposefully to interfere with that contractual relationship by making the intentionally misleading and disparaging remarks about Ms. Motha at the company Town Hall.

93. Bouza's actions were unjustified, unprivileged, and undertaken solely for an improper motive and purpose, namely to effectuate ESPN's breach of the Agreement and the termination of Ms. Motha.

94. As a direct result of Bouza's misconduct, Plaintiff was improperly terminated from her job. Bouza, through her knowingly false comments, purposefully induced ESPN to breach the Agreement with Ms Motha.

95. As a direct result of Bouza's actions, Ms. Motha has suffered economic damages and is entitled to compensatory and punitive damages.

96. Defendant Bouza should be held liable to Plaintiff on this count and Plaintiff should be awarded all appropriate relief.

Respectfully Submitted,

PLAINTIFF MELISSA MOTHA

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PRAYER FOR RELIEF AND STATEMENT OF AMOUNT IN DEMAND

The amount in demand is FIFTEEN THOUSAND DOLLARS or more, exclusive of interest and costs. In addition, Plaintiff hereby requests the following relief, in the form of an Order granting Plaintiff:

- A. Judgment against ESPN for breaching the June 3, 2019 Employment Agreement;
- B. Judgment against ESPN for breaching the covenant of good faith and fair dealing owed to Plaintiff;
- C. Judgment against the Defendants for defamation of, and the Infliction of Emotional Distress upon, Plaintiff;
- D. Judgment against Declare that Defendant Bouza for Tortiously Interfering With Plaintiff's Contract with ESPN;
- E. Judgment for compensatory damages to Plaintiff in an amount to be determined at trial, but believed to be no less than \$1,000,000;
- F. Judgment for punitive damages to Plaintiff in an amount to be determined at trial, but believed to be no less than \$3,000,000; and

G. Judgment for Plaintiff for pre-judgment interest, costs and expenses of this action, including, reasonable attorneys' fees, post-judgment interest, and such other relief in law or equity as this Court deems appropriate to Plaintiff.

Respectfully Submitted,

PLAINTIFF MELISSA MOTH

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