

EXHIBIT 111



DLA Piper LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, California 90067-4704
www.dlapiper.com

Tamany J. Vinson Bentz
Tamany.Bentz@dlapiper.com
T 310.595.3052
F 310.595.3352

February 23, 2022
VIA E-MAIL

Andrew Morton
amorton@handlerthayer.com
Handler Thayer LLP
191 North Wacker Drive, Ste. 2300
Chicago, IL 60606-1633

Re: Cease & Desist Regarding Misappropriation of BCS' Proprietary Information and Demand for Return of BCS' Property – CEC §§ 1152, 1154, & FRE 408 Settlement Privileged Communication

Dear Andrew:

We write on behalf of our client, Breaking Code Silence, a 501(c)(3) nonprofit based in California ("BCS"). This correspondence follows our prior conversation seeking return of BCS' social media accounts from Ms. Katherine McNamara and that your clients immediately cease their attempts to obstruct and appropriate information and documents belonging to BCS. While we are thankful for the productive conversation, we write to follow up on issues previewed during our conference.

Specifically, our investigation has revealed extensive wrongdoing by your clients Ms. McNamara, Meg Appelgate, and Caroline Cole, all former members of BCS (collectively referred to herein as "Defendants"). Specifically, as described further below, Defendants have gutted BCS' organization by misappropriating all of BCS' proprietary information, including its confidential survivor, volunteer, and client information, donor lists, has defamed BCS in the public and marketplace, and intentionally interfered with BCS' existing contractual relationship, resulting in significant loss of funding previously promised to BCS.

BCS herein demands that Defendants cease all further misappropriation and defamation and agree to the below settlement terms to cure all such misconduct. To date, BCS has refrained from publicizing Defendants' extensive misconduct in hopes that both parties can reach a resolution without the need for public discourse. However, if this conversation is not productive, and given the severity of Defendants' misconduct, BCS will not hesitate to seek prompt relief to remedy the extensive harm caused by the Defendants. Please let us know your availability to discuss the below issues this week.

I. FACTUAL BACKGROUND



Andrew Morton
February 23, 2022
Page Two

BCS' mission to empower child abuse survivors and promote positive social change through self-advocacy depends principally on its ability to contact, engage, and mobilize the survivor community by using its company assets, including its contact and donor lists, and repository of confidential client information contained in BCS' databases. Defendants, Ms. McNamara who served as a BCS Board member and Ms. Cole, who was a paid employee serving as BCS' Director of Legislation, were each bound to the covenants made in BCS' Volunteer Agreement, Volunteer Non-Disclosure and Confidentiality and Code of Conduct Agreements as was Ms. Applegate who served as a volunteer serving as BCS's Development Director.

Those agreements made clear that "[a]ll information concerning individual survivors, investigations, planning, strategy, donors, funding partners, other volunteers, financial data, and business records of Breaking Code Silence is confidential." The agreements further made clear that "[a]ll Proprietary and/or Confidential Information will always remain the property of Breaking Code Silence and will be promptly returned to Breaking Code Silence after your need for it as a volunteer has expired, or upon request of Breaking Code Silence, and in any event, upon completion or termination of this Agreement." BCS' proprietary information includes all "[c]ontent writes, graphics created, ideas offered, contacts established, accounts created and any other materials, intellectual or otherwise created, established, or maintained for Breaking Code Silence[.]"

In mid-December 2021, Defendants departed the company to create a new entity, "Unsilenced Project, Inc." ("Unsilenced"). While Defendants are entitled to pursue other opportunities, Defendants are not entitled to disparage nor hinder BCS' ability to serve its survivor community nor to blatantly violate the covenants to which they were bound. Indeed, as discussed below, Defendants' acts in misappropriating all of BCS' proprietary information, publicly defaming BCS, intentionally interfering with BCS' agreements, and terminating BCS' access to its social media outlets reflect a personal and vindictive vendetta against BCS and its officers that does nothing but harm the survivor community to which both Defendants and BCS are devoted to helping.

II. DEFENDANTS' EXTENSIVE MISCONDUCT

A. Defendants Engaged in a Defamatory Campaign Against BCS and its Officers

Our investigation reflects that Defendants engaged in concerted actions to defame BCS for personal gain. First, in early December 2021, Defendants individually contacted BCS' employees and represented that BCS would be unable to pay its employees' salaries, and that those employees had been hired without the Board's knowledge, despite both statements being false.



Andrew Morton
February 23, 2022
Page Three

On December 11, Defendants advertised a public Zoom meeting—without the BCS board’s consent—to more than 200 volunteers, advisors, and board members. The invitees included interns that BCS had received as part of its partnership with the University of North Carolina Wilmington (“UNCW”). During that Zoom meeting, Defendants sought to smear BCS’ reputation by inviting unsupported criticisms of the organization in a public forum.

Defendants then sought to undermine BCS by convincing BCS’ workforce to join Unsilenced. Indeed, on December 12, 2021, Ms. Appelgate represented to a BCS employee that she should “hold off on [working] for [BCS] right now,” because “Caroline [Cole] and I am going to be walking” to “start something” with “Katie Macnamera” due to Ms. Appelgate allegedly seeing “mismanagement and bad management of funds.” Defendants’ misrepresentations induced all BCS employees and more than 25% of BCS’ volunteers to depart the company.

Defendants concurrently sought to misappropriate BCS’ funding sources in support of their own competing entity. Specifically, in September 2021, BCS had secured a \$50,000 donation from Eric Schmidt. However, after Defendants publicly defamed BCS and founded their own entity, BCS was informed that such donation would be allocated to Defendants and their entity instead. The Hilton Hotel foundation also redirected a 30,000 grant that had been promised to BCS and ceased a planned fundraiser valued at \$50,000 as a result of the actions of the defendants. Therefore, Defendants’ misrepresentations misled BCS’ prospective donors and directly harmed BCS in an amount of no less than \$130,000. This figure excludes all future planned income from donors that has been jeopardized due to Defendants’ public misstatements.

B. Defendants’ Continuing Defamation Must Cease

During our prior meet and confer, your clients affirmed that they would cease making public misrepresentations about BCS until the parties resolve this dispute. Your client has failed to comply with their obligations. As seen below, within the last several days, Ms. Katherine McNamara made a false representation to a group of institutional child abuse survivors on Facebook with intent to tarnish BCS’ reputation.

Specifically, Ms. McNamara stated that BCS kept a deal with the Lifetime network “a secret,” that “was never brought to the board as of December 9 when [she] left.” This statement was false as no Lifetime deal was even contemplated during Ms. McNamara’s tenure. Such statements are defamatory as they are designed to tarnish BCS’ reputation in the community based on the suggestion that BCS is withholding information from its community or otherwise guilty of mismanagement and impropriety. BCS again renews its demand that Defendants cease making any representations concerning BCS until the parties resolve



Andrew Morton
February 23, 2022
Page Four

this dispute. Absent confirmation of compliance, BCS will seek prompt relief, including preliminary injunctive relief as necessary to prevent further defamation.

C. Defendants' Intentional Interference with UNCW Contract & Breach of Fiduciary Duties

Defendants also intentionally interfered with BCS' agreements and breached their fiduciary duties. To start, Defendants intentionally organized the December 11, 2021 meeting without the board's consent, and advertised it to more than 200 volunteers, advisors, and board members. Defendants purposefully invited BCS' UNCW interns to that meeting. During that meeting, Defendants invited unsupported criticisms of the organization in a public forum. This act was a breach of Defendants' fiduciary duties to BCS as it was indisputably not in the organization's best interests to hold an unapproved public meeting for the purpose of questioning the organization's management.

Not only that, but the act of inviting the UNCW interns was designed to interfere with BCS' agreement with UNCW. Indeed, following the meeting, UNCW pulled its interns from BCS' program, causing BCS to lose a contractually promised workforce necessary to serve the community. Since then, BCS has learned that Defendants purposefully contacted UNCW to defame BCS' reputation, acts which also harmed third parties—indeed, the UNCW recently denied tenure to an individual based on Defendants' comments about BCS and the individual's imputed association with BCS. Defendants' willful acts have jeopardized BCS' grant with UNCW that was valued at \$500,000. Consequently, BCS demands monetary compensation from Defendants for their breaches of fiduciary duties and intentional interference with contract.

D. Defendants Misappropriated BCS' Proprietary Information and Property

Defendants also intentionally misappropriated all of BCS' proprietary information. A list of that information is set forth below. Defendants do not dispute that they took this information. In fact, Ms. McNamara publicly acknowledged the same in her Facebook posts, claiming “[w]hen you link something to your own Google Drive (or link 15,000 or so files to your own google drive), you can swap out the original files” and boasting that she successfully transferred the “amazing archive that will live natively on UnSilenced.”

In our prior call, you expressed your client's position that Defendants are entitled to ownership of any information that predated BCS' formation. Your position is legally indefensible based on Ms. McNamara's written agreement with BCS that provides that “[BCS] has purchased, [or] otherwise **acquired** . . . information . . . including client/donor lists, contacts, and business associates” and that all of BCS' “intellectual property is and shall remain the sole and exclusive property of [BCS],” and that “[Ms.



Andrew Morton
February 23, 2022
Page Five

McNamara] shall acquire no rights therein.” (Volunteer Agreement, §§ 7-8.) In effect, Ms. McNamara waived any rights to any of BCS’ information, and she cannot now retroactively claim ownership in information that BCS acquired from Ms. McNamara and others.

Neither can Defendants’ position be squared with Ms. McNamara’s board actions and contractual promises. Specifically, during the March 18 meeting of the BCS incorporators, the BCS board adopted a resolution reflecting “an intent to transfer property” of “anything that you [] have offered to use” including “anything related to the intent of the [BCS] mission,” after which the property will be owned by BCS and “not owned by a[ny] person” so that “you can’t contribute it then pull it back.” (March 18, 2021, Board Meeting Minutes, 25:00-27:25.) Ms. McNamara verbally voted in favor of the resolution and agreement, which was passed by the Board and then ratified again by the BCS board on April 20, 2021. (BCS Board Meeting Minutes, April 20, 2021.)

More importantly, Ms. McNamara has made representations in an ongoing lawsuit involving former BCS volunteers acknowledging that the information and data that was brought to BCS became BCS’ property. In fact, Ms. McNamara sought to bind these former BCS’ volunteers based on the same board resolution and agreements above, conceding that the BCS’ board members “agree[d] to turn over any and all accounts created for the org” based on the “recorded verbal agreement [that] took place.” Consequently, Ms. McNamara is also judicially estopped from claiming ownership over any data that was provided to BCS before and during its operation.

Consequently, Defendants must return all the below categories of information within **five (5)** business days and confirm that Defendants, their employees, and all agents acting under their direction or the direction of Unsilenced have destroyed all copies of such documents in their possession, custody, and control.

- BCS’ organizational structure materials;
- BCS’ Employee Handbook;
- Federal legislation, including, the “Accountability for Congregate Care Act” and all legislative drafts and associated policy memorandums, including all materials contained on the “Legislative Drive” hosted by Caroline Cole’s Google workspace that was used to develop and draft the BCS’ legislation;
- Clients’, volunteers’, and other individuals’ private information, including all materials relating to over 600 BCS clients, including client healthcare records and court records (nonpublic - i.e. foster care placement hearings, *etc*) to personal reports of childhood abuse and neglect that were promised to be confidential to contact information (phone/email/address/etc);
- Facility reports;
- State audits and reports;



Andrew Morton
February 23, 2022
Page Six

- Contact lists;
- List of all of BCS' volunteers with all personal info and contact info;
- BCS' entire mailing list;
- BCS' lists of all organizational funders and individual donors along with their personal contact information;
- Return of BCS' mailbox;
- BCS' eVoice account and login;
- BCS' Zotero Archive contents; and
- BCS' graphic design portfolio (entire Canva portfolio and additional documents including informational flyers about ACCA, fundraising graphics for social media, etc).

Legislation: During our prior discussion, you agreed with our contentions that the legislation prepared by Caroline Cole on BCS' behalf was the property of BCS given she was paid by BCS to draft the legislation. We write to reaffirm that agreement and request that all copies of the legislation be returned to BCS. However, we understand that legislation is moving forward in Congress. BCS has no intent to impede the legislation from moving forward, but demands that Unsilenced (1) publicly acknowledge that BCS was the primary creator of the legislation and (2) agree that both parties will work together jointly to assist in passage of the bill, including hosting joint meetings with legislators. These terms are set forth in greater detail as part of the settlement demand set forth below.

Mailbox: We have also investigated the status of the BCS mailbox. We understand your client seeks reimbursement for monies expended to maintain the mailbox. However, Ms. McNamara expressly agreed she was "responsible for any and all costs and expenses associated with . . . [BCS]" and that BCS "shall not be responsible for reimbursing any costs or expenses incurred by [Ms. McNamara for any reason" absent written authorization from BCS' board. (Volunteer Agreement, § 4.) This was standard practice as several other BCS board members also incurred personal expenses for the entity without any expectation of reimbursement until the BCS entity is funded. As there was no written board resolution granting Ms. McNamara her reimbursement upon funding, BCS hereby demands that Ms. McNamara immediately return ownership of the mailbox to BCS so that BCS can use the mailbox and pay for its mailbox expenses on a go-forward basis.

E. Defendants Continue to Withhold Access to BCS' Social Media Accounts

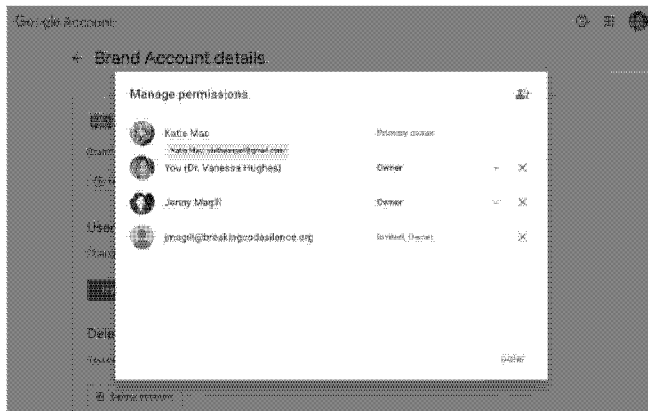
During our prior call, we agreed to confirm the extent of our access to BCS' social media accounts. Based on our review and the data provided below, several of your client's representations were misleading.

YouTube Account: Your client represented that BCS are owners of the account and that Ms. McNamara has no control of the account. Yet that is contrary to the BCS' Google Brand and YouTube



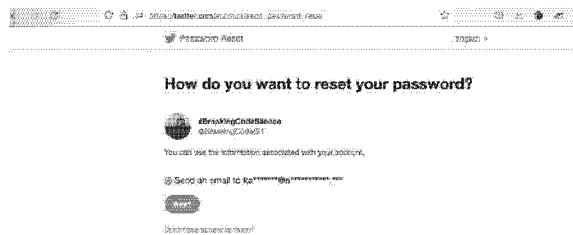
Andrew Morton
February 23, 2022
Page Seven

account information, a screenshot of which is provided below, Ms. McNamara is the “Primary Account Owner” of BCS’ YouTube account, which account is registered to her personal email address “iris.theangel@gmail.com.”



Consequently, Ms. McNamara’s claim that she had no ownership of the account was false. Ms. McNamara must promptly transfer primary ownership of the BCS YouTube Brand account within five (5) business days.

Twitter Account: Your client represented that BCS did not own the Twitter account as it predated BCS’ formation, and that she is unaware of who owns the Twitter account. As to the former contention, BCS owns the Twitter account based on the BCS’ board resolutions and agreements that Ms. McNamara entered into, as set forth in Section II.D. above. The latter representation is also patently false, as the Twitter account information reflects that it was registered to Ms. McNamara’s personal email address, “katherine@network-node.com”:





Andrew Morton
February 23, 2022
Page Eight

Not only that, but Ms. McNamara recently changed the BCS Twitter name to support the legislative initiatives that Unsilenced misappropriated from BCS as shown below.



Ms. McNamara must promptly transfer primary ownership of the BCS Twitter account within five (5) business days.

TikTok Account: Your client represented that BCS are owners of the account and that Ms. McNamara no longer had access to the TikTok account as it was registered to Ms. McNamara's BCS email account. However, we have not been able to access the organization's TikTok account using the "info@breakingcodesilence.org" email address, which is not linked to BCS' TikTok account. BCS also attempted to use Ms. McNamara's BCS email address, which led to a personal TikTok account that was not affiliated with BCS. Consequently, please confirm whether Ms. McNamara used any personal email accounts to register any official BCS TikTok account.

Facebook Group Account: Your client represented that Ms. McNamara had no connection to the Facebook group account. However, Hannah Kilfoyle represented to BCS that she controlled the account, and on information and belief, BCS understands that Ms. Kilfoyle affiliated with Unsilenced. Please confirm whether Hannah Kilfoyle is affiliated with Unsilenced, and if so, Unsilenced must promptly transfer primary ownership of the Facebook account within five (5) business days.

III. SETTLEMENT DEMAND

Defendants' wide-ranging misconduct has irreparably harmed BCS, and BCS demands prompt and immediate relief. Despite Defendants' malicious acts, BCS is willing to entertain a settlement that resolves the parties' disputes without the need for court intervention. That settlement must consist of:



Andrew Morton
February 23, 2022
Page Nine

1. **Monetary Compensation:** As set forth above, Defendants' misconduct robbed BCS of promised donor funds and jeopardized grant agreements with BCS' existing clients. BCS demands that Defendants compensate BCS for at least the promised donations and the disruption of the grant.
2. **Injunctive Relief:** As set forth above, Defendants must promptly return to BCS (1) all of BCS' proprietary information; (2) BCS' social media accounts; and (3) BCS' physical property, including the BCS mailbox, within **five (5)** business days.
3. **Public Press Release:** Given the extensive and ongoing defamatory statements made by Defendants, Defendants must publicly acknowledge that the parties are settling their disputes based on Defendants' misconduct, that the current legislation was drafted by BCS, and that both Unsilenced and BCS will move forward on positive terms to push the legislation through Congress and assist the TTI survivor community. The press release must be made on Unsilenced's social media accounts and website.
4. **Nondisparagement:** Defendants must also immediately cease all public statements concerning BCS. The parties must agree to enter into mutual nondisparagement provisions.

Please let us know your availability to discuss these issues this week. BCS reserves all rights, and nothing herein should be construed as a waiver of any of its rights.

Best regards,

DLA Piper LLP (US)

A handwritten signature in cursive script, appearing to read 'Tamany J. Vinson Bentz'.

Tamany J. Vinson Bentz
Partner

CC:
Rebecca Moorman (Rebeccamoorman@yahoo.com)
Emily Carter (Emilycarter.bcs@gmail.com)