

# **EXHIBIT 17**



March 18, 2022

Hector Emilio Corea  
2000 Avenue of the Stars  
Suite 400 North Tower  
Los Angeles, California 90067  
[Hector.corea@us.dlapiper.com](mailto:Hector.corea@us.dlapiper.com)

RE: Katherine McNamara v. Breaking Code Silence, Inc., *et al.*

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*By Email*

Mr. Corea,

By copy of this letter, please be advised that this law firm is retained counsel for Katherine McNamara (hereinafter, “Ms. McNamara”).

After a review of the Cease and Desist letter sent on February 23, 2022, it is clear that there have been serious omissions from Breaking Code Silence (hereinafter, “BCS”) as to the history and current ownership and control of the social media accounts in question, reimbursements owed to Ms. McNamara from BCS, as well as other erroneous statements that warrant clarification.

### **I. Intellectual Property Rights**

Ms. McNamara is co-owner of the BREAKING CODE SILENCE trademark applications filed with the United States Patent and Trademark Office (“USPTO”) as Serial Numbers 90157154 and the sole owner of the trademark application for BREAKING CODE SILENCE ACTION NETWORK, Serial Number 90583389.

On December 15, 2021, Jenny Magill, sent Ms. McNamara, Emily [REDACTED] and Rebecca [REDACTED] an Assignment Document for the transfer of the rights to the above-mentioned trademarks. Ms. McNamara did not agree to or sign this document. As such, the terms of that document are not enforceable. The above-mentioned trademarks are still the intellectual property rights of Ms. McNamara.



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Furthermore, Ms. McNamara owns the intellectual property rights for the domain “breakingcodesilence.org”. Ownership of “breakingcodesilence.org” was never transferred to BCS or any other third party, and is still the intellectual property of Ms. McNamara.

Ms. McNamara courteously allowed BCS to use the domain starting on or around April 5, 2021 because the organization was involved in a lawsuit that ultimately lead to severing the use of the previous domain “breakingcodesilence.net”. Ms. McNamara was actively assisting in that lawsuit and loaned money from her personal capital for the startup and operational costs with the understanding that she would be reimbursed by BCS. To date Ms. McNamara is owed roughly \$103,920.19. *See Exhibit 1* reflecting the acknowledgment of the sum owed from meeting minutes. *See Exhibit 2* reflecting testimony from former board members. *See Exhibit 3* reflecting Facebook chats addressing the reimbursements. *See Exhibit 4* reflecting the itemized bill of monies owed to Ms. McNamara.

## II. BCS Breach of Contract

As previously mentioned, BCS was involved in a lawsuit regarding intellectual property rights. During this action, Ms. McNamara was on the receiving end of harassment and doxxing by the defendants, which Jenny Magill and Vanessa Hughes were fully aware of.

It was brought to Ms. McNamara’s attention that screenshots of confidential board chats were shared with the defendants. These screen shots show Ms. McNamara expressing her frustration with the harassment that she was enduring. The board chat was comprised of Ms. McNamara and the following two (2) people: Jenny Magill, and Vanessa Hughes.

The Breaking Code Silence: Volunteer Non-Disclosure and Confidentiality Policy (hereinafter, “NDA”) states that “...[you] are not permitted to disclose others’ names or personal information, or to disclose any other information that could conceivably fall under the categories of protected information above. No information may be released without appropriate authorization.” My client strongly suspects that one or both of the above-mentioned persons purposefully failed to maintain confidential information discussed during confidential board meetings and disclosed this information to the parties harassing Ms. McNamara. This is in direct violation of the NDA and these egregious actions by Ms. Magill and/or Ms. Hughes has caused Ms. McNamara emotional and financial hardships, including having to relocate her and her family because as a result of the doxxing.



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### III. Settlement Demand

The purpose of this correspondence is to give you an opportunity to reach a settlement prior to the commencement of litigation. A timely settlement of this matter will enable you to avoid exposure to statutory damages, compensatory damages, and legal costs, including our firm's attorney's fees. My clients would prefer to resolve this dispute by BCS complying with this settlement demand. However, Ms. McNamara expressly reserves any and all of their rights should BCS continue to refuse to do so.

1. **Monies Owed:** As set forth above, Ms. McNamara demands reimbursement of all monies loaned to BCS during the prior lawsuit. *See Exhibit 4.*

2. **Domain:** In or around April 2021, BCS purchased the domain "breakingcodesilence.com". The domain was incorrectly transferred to Ms. McNamara's personal Hover account and Ms. McNamara courteously created a separate Hover account and placed ownership of "breakingcodesilence.com" into that account. Ms. McNamara reserves and retains all rights to "breakingcodesilence.org" and demands that BCS transfer their website from her domain to BCS's own domain. This letter serves as a ten (10) day notice to transfer their website to "breakingcodesilence.com" as "breakingcodesilence.org" will no longer be available for use.

The credentials for breakingcodesilence.com is as follows:

username:

password

3. **Non-disparagement Agreement:** Ms. McNamara agrees to enter into a mutual non-disparagement agreement as a part of this settlement agreement.

If you would like to discuss this matter in greater detail, feel free to contact me directly.

Sincerely,

Mandana Jafarinejad, Esq.  
Mandana Jafarinejad