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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

KATHERINE MCNAMARA, an individual; and JEREMY WHITELEY, an individual,

Plaintiffs,

vs.

BREAKING CODE SILENCE, a California 501(c)(3) nonprofit corporation; VANESSA HUGHES, an individual; JENNIFER REBECCA MAGILL, an individual; and DOES 1-20, inclusive,

Defendants.

Case No. 22STCV14977

ASSIGNED FOR ALL PURPOSES TO:
Hon. Kristin S. Escalante
Dept. 24

FIRST AMENDED COMPLAINT FOR:

1) **BREACH OF CONTRACT**
2) **MONEY PAID/UNJUST ENRICHMENT**
3) **HARASSMENT/VIOLATION OF FEHA**
4) **VIOLATION OF UNRUH CIVIL RIGHTS ACT [CIV. CODE §51]**

[DEMAND FOR JURY TRIAL]

Action Filed: May 5, 2022
Trial Date: May 28, 2024

Plaintiffs KATHERINE MCNAMARA and JEREMY WHITELEY (hereinafter collectively "Plaintiffs") hereby allege for their First Amended Complaint against Defendants BREAKING CODE SILENCE, VANESSA HUGHES, JENNIFER REBECCA MAGILL and DOES 1-20, inclusive (collectively "Defendants"), as follows:

THE PARTIES

1. Plaintiff KATHERINE MCNAMARA ("McNamara") is an individual residing in the County of Los Angeles, State of California.

2. Plaintiff JEREMY WHITELEY ("Whiteley") is an individual residing in the County of Maricopa, State of Arizona.

3. Defendant BREAKING CODE SILENCE ("BCS") is, and at all relevant time was, a California 501(c)(3) nonprofit corporation with its principal place of business in the County of Los Angeles, State of California.

4. Plaintiffs are informed and believe, and based thereon allege, that Defendant VANESSA HUGHES ("Hughes") is, and at all relevant times was, an individual residing in the County of Los Angeles, State of California. Hughes sometimes uses the following aliases: Vanessa Ramich Hughes, PhD, MA, MFT, MAICS, MAT, SEP; Dr. Vanessa Hughes; and Vanessa Teresa Hughes.

5. Plaintiffs are informed and believe, and based thereon allege, that Defendant JENNIFER REBECCA MAGILL ("Magill") is an individual who, at all times relevant to the allegations of this Complaint, resided in the County of Los Angeles, State of California. Plaintiffs are informed and believe, and based thereon allege, that Magill has recently rented a property in Colorado. Magill sometimes uses the following aliases: Jennifer Magill; and Jenny Magill, MBA, CPDT-KA.

6. The true names and capacities, whether individual, corporate, or otherwise of the Defendants named herein as DOES 1 through 20, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this Complaint to state their true names and capacities when the names are ascertained. Plaintiffs are informed and believe and, based thereon, allege that each such fictitiously named Defendant is in some manner liable for the acts hereinafter alleged. Hereinafter, BCS, Hughes, Magill and the Defendants named as DOES 1 through 20 will sometimes collectively be referred to as "Defendants."

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7. Plaintiffs are informed and believe and, based thereon, allege that each Defendant is and/or was an agent, servant, co-conspirator, and/or employee of each of the other Defendants, and in engaging in the conduct alleged herein, was acting within the course and scope of said agency, conspiracy and/or employment.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this action, and venue is proper in this Court, because Hughes is a resident of Los Angeles County and BCS maintains its principal place of business in Los Angeles County.

FACTUAL BACKGROUND

Plaintiffs' Background

9. Every year, thousands of children who are branded as "problem children" for a variety of reasons are sent, often against their wills, to congregate care facilities (sometimes known as "boot camps," "behavioral modification schools," "secured group homes," or other similar monikers). Although these congregate care facilities market themselves as providers of therapeutic treatment, many simply collect public funding and abuse and mistreat the children, including physical, verbal, and sexual abuse, isolation, forced hard labor, chemical sedation, sleep and food deprivation, attack therapy, aversion therapy, etc.

10. Once released from these congregate care facilities, many of the children become adults who struggle with trauma disorders, strained relationships with their families and communities, and have difficulty obtaining further schooling or maximizing career opportunities due to their educational setbacks.

11. As teenagers, Plaintiffs were both victims of institutional abuse at the hands of a private congregate care facility for troubled teens in Provo, Utah known as Provo Canyon School. As adults, Plaintiffs' mission became to ensure: that the public was made aware of the abuses that routinely took place, and still take place, at such facilities; that the government address the systematic weaknesses that led to the abuses; and that the survivors were provided with a platform to share their experiences and obtain counseling.

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12. To that end, in 2017, McNamara began compiling data on her Google Drive for an archive related to the community of survivors of such institutional abuse. The survivor data that McNamara started compiling in 2017 is organized on Zotero, an opensource tool for sharing research run by the non-profit Digital Scholar. She also began collaborating with other survivors about the need to bring the issue to the public's attention and stop the institutional abuse.

13. In 2019, some of the survivors McNamara was collaborating with purchased the domain name breakingcodesilence.net (the ".net domain") and launched a splash page for a social media campaign. To prevent anyone else from purchasing the similar breakingcodesilence.org domain name, in March 2020, McNamara purchased the domain name breakingcodesilence.org (hereinafter the ".org domain") in her own name, with her own funds. McNamara has since renewed the .org domain each subsequent year, always in her own name and with her own funds.

14. In late 2020, McNamara and the other survivors she was collaborating with also discussed starting a nonprofit organization dedicated to the cause. The group decided that they would use the .net domain and the group paid for web hosting and emails for that domain.

15. On October 7, 2020, celebrity Paris Hilton led a protest calling for the closure of Provo Canyon School, where she was also previously "incarcerated" at the age of seventeen. The protest gained national and international media attention. Around this time, McNamara was introduced to Plaintiff Whiteley, another survivor of Provo Canyon School, and Defendant Hughes, a clinical psychologist.

16. In March 2021 a schism developed among the group that was collaborating about starting a nonprofit corporation. Three members of the group left deciding not to be involved in the nonprofit organization, taking the .net domain with them.

Formation of BCS

17. After the split, McNamara began collaborating with Whiteley and Hughes and they later discussed forming a nonprofit organization. They, along with the other collaborators, decided that the organization would be named "Breaking Code Silence Youth Advocacy Network" and that McNamara would purchase, and be reimbursed for purchasing, fifteen different domains that were variations of that name. Until another domain could be obtained, McNamara allowed

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the group to temporarily use the .org domain she previously purchased, but she refused to transfer the rights to the .org domain to the organization. Hughes, Magill, McNamara, and Whiteley all agreed that they would only serve temporarily as interim board members and the executives for the future organization. They all agreed that their roles on the board and in executive leadership would only be temporary until they found qualified replacements, and that they would never seek a salary for fulfilling these roles during their tenure. This condition and promise was repeated in writing to the BCS volunteers and community months after this initial collaboration.

18. BCS was later incorporated on March 22, 2021. At the time of incorporation, Hughes made a unilateral decision to incorporate under the name "Breaking Code Silence" instead of the agreed-upon name, "Breaking Code Silence Youth Advocacy Network." The following month, Hughes purchased the breakingcodesilence.com (the ".com domain") from a third party for the company's use.

19. At the first meeting of the board of directors, McNamara, Whiteley, Hughes and Magill were made board members. A fifth board member was later added in May 2021.

20. On or about March 29, 2021, Whiteley paid for the web hosting that the .org domain pointed toward (with the company Cloudways), using his own personal funds and his own email and home address. Whiteley did this in reliance on the promise from BCS that he would be reimbursed for any associated costs.

Hughes' Harassment and Whiteley's Constructive Termination

21. Plaintiffs were the only two homosexual members of the BCS board of directors. Almost immediately after BCS was formed, tension started developing between the members of the board of directors when Hughes, who was the company's President, began regularly hurling insults and homophobic epithets at Whiteley during meetings (including during BCS board of directors' meetings), telephone calls, Zoom conferences and on BCS's private Slack channel in the Breaking Code Silence workspace. For example, Hughes would regularly refer to Whiteley as "Mangina," "Pookie" and other derogatory terms based on his sexual orientation as a gay man. Hughes also regularly referred to Whiteley as being a "drama queen" and having a negative "female energy." Hughes told Whiteley to "suck dicks and eat ass" and, on one occasion, told

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Whiteley that he could "borrow [her] dick and suck it." A representative example of the manner in which Hughes would casually use offensive terms to describe Whiteley is attached hereto as **Exhibit A**.

22. Whiteley, who is not the least bit effeminate, and others repeatedly complained about Hughes' behavior, but their complaints went ignored by BCS management.

23. Hughes' harassing and abusive conduct toward Whiteley based on his sexual orientation created an extremely hostile work environment for him, forcing him to resign from BCS in June 2021. After his resignation, other homosexual volunteers reached out to Whiteley and informed him that they had experienced the same abusive behavior from Hughes. Whiteley brought this to the attention of BCS's board, but the board continued to do nothing stop Hughes's harassment of BCS's homosexual volunteers.

Hughes and Magill's Retaliation and McNamara's Constructive Termination

24. After Whiteley's resignation, McNamara started paying for Cloudways to host BCS's website out of her personal funds beginning in July 2021 with the promise that her expenses would be repaid. In addition, since the inception of BCS, McNamara incurred expenses and loaned money to BCS totaling more than $100,000 in reliance on the promise that such expenses and loans would be repaid. To date, none of these expenses have been reimbursed and none of the loans have been repaid.

25. After Whiteley's forced resignation, in addition to the tensions among the remaining board members concerning Hughes' blatant hostility toward homosexuals, beginning in August 2021, tensions started rising among the board members regarding Hughes's and Magill's conduct concerning the operations of BCS.

26. Without the knowledge or approval of the board of directors, Hughes and Magill began hiring employees to work for BCS in Washington, Tennessee, Oklahoma and Oregon without any approved budget and without unallocated funds in the BCS bank account to pay the employees.

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27. In addition, Hughes and Magill sought to award themselves a salary and benefits of $211,000 and $165,000, respectively, and sought funding for these salaries from donors and partners without the approval and knowledge of the remaining board members, in contravention of the BCS bylaws which require that the board determine and approve executive salaries, and contrary to the initial conditions of their interim leadership. When McNamara and another board member complained to the board about Hughes' and Magill's misuse and misappropriation of grant funds, and threatened to report it to the California Attorney General, the harassment and open hostility towards McNamara escalated.

28. After McNamara reached out to BCS's counsel concerning her legal obligations to report Hughes and Magill to the California Attorney General, and advised Hughes and Magill that she was obligated to file a report, McNamara was forced to resign from the board.

29. Also in late 2021, both before and after her forced resignation, Hughes and Magill tried several times to pressure McNamara into transferring the .org domain to the company, without consideration. McNamara always refused.

FIRST CAUSE OF ACTION

(Breach of Contract by McNamara against BCS and DOES 1 through 10)

30. Plaintiffs refer to and incorporates by reference the allegations of paragraphs 1 through 29 as though fully set forth herein.

31. In 2021, BCS (through its board of directors) entered into an agreement with McNamara whereby BCS promised that McNamara would be reimbursed for the expenses she incurred on behalf of the organization, and that the money she loaned to or paid on behalf of the organization would be repaid. The agreement is memorialized in early meeting minutes, chat logs between the board, and referenced in emails between BCS's and McNamara's legal counsel.

32. To date McNamara has incurred expenses and paid more than $106,164.76 on behalf of BCS, including expenses incurred for setting up its IT accounts, startup costs for setup of the corporation and 501(c)(3) status, and money paid to fund litigation filed by BCS against the owners of the .net domain.

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33. McNamara performed all of the obligations she was required to perform under the agreement, except as excused by law or BCS's breach.

34. BCS breached the agreement by failing and refusing to reimburse McNamara for the expenses she incurred and the money she paid on BCS's behalf. Plaintiffs allege on information and belief that the only reason BCS has not reimbursed McNamara is because Hughes and Magill wish to enrich themselves. For example, McNamara alleges on information and belief that Hughes and Magill have proposed budgets that include paying themselves six-figure salaries, but do not allocate any funds toward repaying McNamara. A representative example of one such budget is attached hereto as **Exhibit B.**

35. As a direct and proximate result of BCS's breach of contract, McNamara has been damaged in an amount to be ascertained at the time of trial, but not less than $106,164.76, plus prejudgment interest on such funds.

SECOND CAUSE OF ACTION

(Money Paid/Unjust Enrichment by McNamara against BCS and DOES 1 through 10)

36. Plaintiffs refer to and incorporate by reference the allegations of paragraphs 1 through 35 as though fully set forth herein.

37. Within the past year, BCS became indebted to McNamara in the sum of $106,164.76 for money McNamara lent to BCS and paid on behalf of BCS at BCS's request.

38. Despite BCS's promise to repay the money, the money remains due and owing to McNamara.

39. McNamara has sent multiple demands for repayment to BCS, each of which have been ignored or refused.

40. As a result, there now exists $106,164.76 due and owing to McNamara by BCS and BCS would be unjustly enriched if the money was not repaid.

THIRD CAUSE OF ACTION

(Harassment in Violation of FEHA against all Defendants)

41. Plaintiffs refer to and incorporate by reference the allegations of paragraphs 1 through 40 as though fully set forth herein.

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42. BCS is a California non-profit entity which, at all relevant times, employed at least five employees and is subject to the California Fair Employment and Housing Act ("FEHA"). FEHA prohibits harassment on the basis of sexual orientation.

43. Whiteley, as a gay man, was subjected harassment in violation of FEHA. Hughes, BCS's President, regularly hurled insults and homophobic epithets at Whiteley during meetings (including during BCS board of directors' meetings), telephone calls, Zoom conferences and on BCS's private Slack channel in the Breaking Code Silence workspace. For example, Hughes would regularly refer to Whiteley as "Mangina," "Pookie," and other derogatory terms. Hughes also regularly referred to Whiteley as being a "drama queen" and having a negative "female energy." The comments were particularly offensive to Whiteley because he is not an effeminate man.

44. In May 2021, Hughes approached a male member of the survivor community and asked him to join the board, stating that his male energy would negate Whiteley's "female energy." Hughes would often make comments in front of Whiteley about how everyone could "suck her dick" and "eat her ass" even after Whiteley would voice his discomfort at these comments and explain that they targeted his sexuality.

45. After finding out that Whiteley was upset about the Chick-Fil-A corporation's donations to causes that promote an anti-LGBTQA+ agenda, Hughes began purposefully eating Chick-Fil-A on Zoom calls with Whiteley and bragging to BCS leadership about how it would illicit a negative reaction from Whiteley.

46. After Whiteley's forced resignation, Hughes proudly stated that the board was much better off without Whiteley's "female energy."

47. McNamara, as a gay woman, was also subjected to harassment by being forced into work in a hostile work environment in which Hughes continually harassed Whiteley and BCS's other LBGQA+ volunteers. For example, and in addition to the above, Hughes once told a told a volunteer that the volunteer was a lesbian because of her childhood sexual trauma.

48. Due to McNamara's significant financial investment in BCS and the threat of not being repaid, she was forced to witness and endure Hughes harassing and offensive conduct.

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49. Throughout 2021, McNamara, Whiteley, and others repeatedly complained about Hughes' behavior to BCS's management and board of directors, including Magill, who could put a stop to Hughes' offensive and abusive behavior. However, Defendants failed and refused to take any action to stop or prevent the harassment.

50. Hughes' abusive conduct based on sexual orientation created an extremely hostile work environment so severe and pervasive as to adversely alter the terms of Whiteley's employment, ultimately forcing him to resign from BCS.

51. Hughes' abusive conduct based on sexual orientation created an extremely hostile work environment so severe and pervasive as to adversely alter the terms of McNamara's employment and was a contributing factor in her decision to resign.

52. Under FEHA, BCS is strictly liable for the conduct of Hughes. Hughes and Magill are also personally liable insofar as Hughes engaged in the harassing behavior and Magill knew that Hughes conduct violated FEHA and aided and abetted Hughes in the harassment of Whiteley.

53. As a direct and proximate result of Defendants' harassment and violations of FEHA, Plaintiffs suffered economic losses and emotional distress in an amount to be determined according to proof at the time of trial, but not less than the following:

a. $80,000 in past and future medical costs for McNamara;

b. $250,000 in lost wages/income/earning capacity for McNamara;

c. $1,000,000 in past and future mental suffering and emotional distress for McNamara;

d. $5,000 in past and future medical costs for Whiteley;

e. $150,000 in lost wages/income/earning capacity for Whiteley; and

f. $1,000,000 in past and future mental suffering and emotional distress for Whiteley.

54. Defendants' conduct towards Plaintiffs was despicable, malicious, oppressive, and in conscious disregard of Plaintiffs' rights and well-being. As such, Plaintiffs are entitled to an award of exemplary and punitive damages.

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55. Plaintiffs have exhausted their administrative remedies prior to filing this claim by obtaining Right to Sue Letters from the Department of Fair Employment and Housing on May 3, 2022.

FOURTH CAUSE OF ACTION

(Violation of California's Unruh Civil Rights Act by Whiteley against all Defendants)

56. Plaintiffs refer to and incorporate by reference the allegations of paragraphs 1 through 55 as though fully set forth herein.

57. California's Unruh Civil Rights Act, codified at Civil Code §51 (the "Unruh Act") prohibits intentional discrimination and mandates that business establishments serve all persons without arbitrary discrimination. The Unruh Act applies to BCS as it solicits contributions and volunteer work from the public.

58. Hughes, and by extension BCS, treated Whiteley differently from other volunteers by making offensive humiliating comments to him and others based on their sexual orientation. Hughes, BCS's President, regularly hurled insults and homophobic epithets at Whiteley during meetings (including during BCS board of directors' meetings), telephone calls, Zoom conferences and on BCS's private Slack channel in the Breaking Code Silence workspace. For example, Hughes would regularly refer to Whiteley as "Mangina," "Pookie," and other derogatory terms. Hughes also regularly referred to Whiteley as being a "drama queen" and having a negative "female energy."

59. In May 2021, Hughes approached a male member of the community and asked him to join the board, stating that his male energy would negate Whiteley's "female energy." Hughes would often make comments in front of Whiteley about how everyone could "suck her dick" and "eat her ass," even after Whiteley voiced his discomfort at these comments and explained that he felt they targeted his sexuality.

60. After finding out that Whiteley was upset about the Chick-Fil-A corporation's donations to causes the promote an anti-LGBTQA+ agenda, Hughes began purposefully eating Chick-Fil-A on Zoom calls with Whiteley and bragging to BCS leadership about how it would illicit a negative reaction from Whiteley.

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61. After Whiteley's forced resignation, Hughes proudly stated that the board was much better without Whiteley's "female energy."

62. Whiteley (and others) repeatedly complained about Hughes' behavior to BCS's management and board of directors, including Magill, who could put a stop to Hughes' offensive and abusive behavior, but Defendants failed and refused to take any action prevent the harassment.

63. Hughes's harassing and offensive behavior toward Whiteley was so pervasive that Whiteley was left with no alternative but to resign.

64. As a direct and proximate result of Defendants' harassment and violations of the Unruh Act, Whiteley has suffered economic loss and emotional distress in an amount to be determined according to proof at the time of trial, but not less than the following:

a. $5,000 in past and future medical costs for Whiteley;

b. $150,000 in lost wages/income/earning capacity for Whiteley; and

c. $1,000,000 in past and future mental suffering and emotional distress for Whiteley.

65. Civil Code §52(a) provides that a victim of discrimination prohibited by the Unruh Act may receive up to three times the amount of his actual damages, but in no case less than $4,000 for each and every offense. Accordingly, Whiteley is entitled to treble damages or, alternatively, $4,000 per offense.

66. Civil Code §52(a) provides for the recovery of attorneys' fees against a defendant who violates the Unruh Act. As a result, Whiteley is entitled to recover his attorneys' fees incurred in this action.

67. Defendants' conduct towards Whiteley was despicable, malicious, oppressive, and in conscious disregard of Whiteley's rights and well-being. To the extent permitted by law, Whiteley is entitled to an award of exemplary and punitive damages.

PRAYER

WHEREFORE, Plaintiffs KATHERINE MCNAMARA and JEREMY WHITELEY pray for judgment against Defendants BREAKING CODE SILENCE, VANESSA HUGHES, and JENNIFER REBECCA MAGILL and DOES 1-20, inclusive, and each of them, as follows:

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1. For general, actual, compensatory, and consequential damages in an amount to be determined at the time of trial, but not less than $106,164.76 for McNamara on the first and second causes of action;

2. For general, actual, compensatory, and consequential damages in an amount to be determined at the time of trial, but not less than $1,330,000 for McNamara on the third cause of action;

3. For general, actual, compensatory, and consequential damages in an amount to be determined at the time of trial, but not less than $1,155,000 for Whiteley on the third and fourth causes of action;

4. For treble damages and/or statutory penalties in an amount to be determined at the time of trial;

5. For special damages in an amount to be determined at the time of trial;

6. For exemplary and punitive damages in an amount to be determined at the time of trial;

7. For attorney's fees as allowed by law;

8. For costs of suit incurred herein; and

9. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial in the above-captioned action as to all claims for which they have a right to trial by jury.

DATED: December 27, 2023 JULANDER, BROWN & BOLLARD

By: _____

Dirk O. Julander
Catherine A. Close
M. Adam Tate
Attorneys for Plaintiffs KATHERINE MCNAMARA and JEREMY WHITELEY

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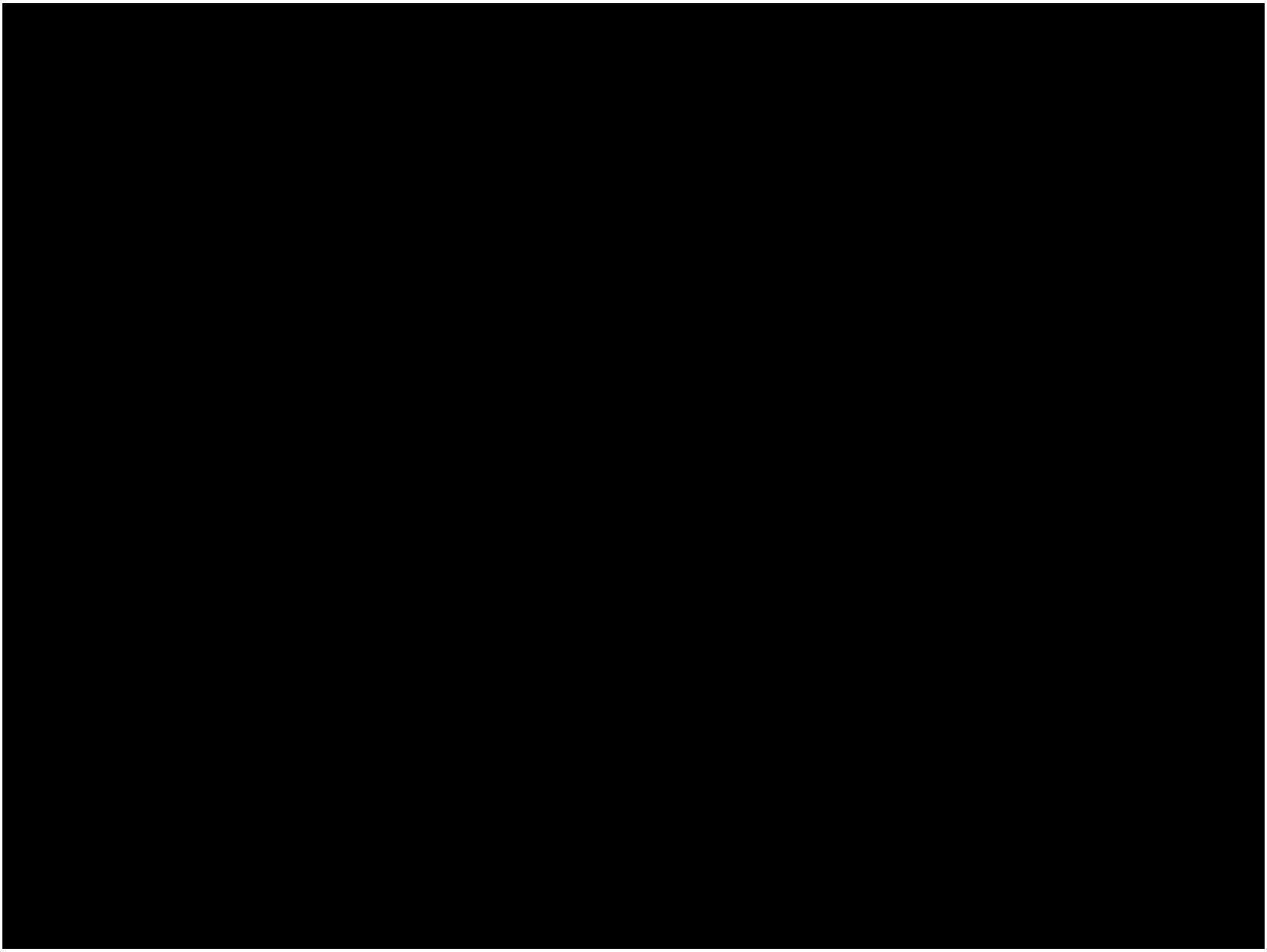
EXHIBIT A



Vanessa RH

mangina

May 11, 2021 9:26:12pm

Vanessa RH

apparantly we have been insuring a car we don't own since 2015 and a fuckin house since 2017

May 11, 2021 9:26:01pm

Katie Mac

ok, I'll wait

May 11, 2021 9:25:48pm

Katie Mac

Who is pookie?

May 11, 2021 9:25:43pm

Vanessa RH

im on a call getting insurance fixed.

May 11, 2021 9:25:40pm

Katie Mac

I'll jump in right now

May 11, 2021 9:25:32pm

Vanessa RH

ill get Josh too

May 11, 2021 9:25:19pm

Vanessa RH

lets get JMag and see if pookie is available

May 11, 2021 9:25:16pm

Vanessa RH

ya, lets get on a zoom

May 11, 2021 9:24:53pm

Katie Mac

Have a couple things I want to ask about but I don't want to write it out here

May 11, 2021 9:24:52pm

Katie Mac

Anyone around to talk out this complaint with me?

May 11, 2021 9:24:40pm

EXHIBIT B

BCS Organizational Budget Planning .XLSX Saved to Drive

File Edit View Insert Format Data Tools Help Last edit was on December 8, 2021

A1 Role

	A	B	C	D	E	F	G	H
1	**Role**	**Priority**	**Salary Range High**	**Salary Range Low**	**Average**	**Insurance + Taxes**	**Total Salary + Benefits**	
2	Organizational Director	First	$250,000.00	$80,000.00	$165,000.00	$46,200.00	$211,200.00	
3	Administrative Director	First	$200,000.00	$70,000.00	$135,000.00	$37,800.00	$172,800.00	
4	Development Director	First	$120,000.00	$65,000.00	$92,500.00	$25,900.00	$118,400.00	
5	Legislative Director	First	$165,000.00	$80,000.00	$122,500.00	$34,300.00	$156,800.00	
6	Legislative Project Manager	Second	$120,000.00	$60,000.00	$90,000.00	$25,200.00	$115,200.00	
7	Volunteer Coordinator	First	$100,000.00	$60,000.00	$80,000.00	$22,400.00	$102,400.00	
8	Project Manager	First	$80,000.00	$60,000.00	$70,000.00	$19,600.00	$89,600.00	
9	Executive Assistant	First	$90,000.00	$50,000.00	$70,000.00	$19,600.00	$89,600.00	
10	Advocacy Director	Second	$150,000.00	$70,000.00	$110,000.00	$30,800.00	$140,800.00	
11	Advocacy Admin/PM	Third	$80,000.00	$50,000.00	$65,000.00	$18,200.00	$83,200.00	
12	Awareness Director	Second	$150,000.00	$70,000.00	$110,000.00	$30,800.00	$140,800.00	
13	Awareness Admin/PM	Third	$80,000.00	$50,000.00	$65,000.00	$18,200.00	$83,200.00	
14	PR/Media Manager	First	$90,000.00	$50,000.00	$70,000.00	$19,600.00	$89,600.00	
15	Research Director	Second	$250,000.00	$100,000.00	$175,000.00	$49,000.00	$224,000.00	
16	Research PM	Third	$80,000.00	$50,000.00	$65,000.00	$18,200.00	$83,200.00	
17								
18		**Total**	**$2,005,000.00**	**$965,000.00**		**Total Salary + Benefits**	**$1,900,800.00**	
19		Average	$133,666.67	$64,333.33				
20		Average	$99,000.00					
21		**Total Average Salary**	**$1,485,000.00**			**Total Average Salary + Benefits**	**$1,900,800.00**	