

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

**Chelsey Nelson Photography LLC,  
and Chelsey Nelson,**

Plaintiffs,

v.

**Louisville/Jefferson County Metro  
Government; Louisville Metro  
Human Relations Commission-  
Enforcement; Louisville Metro  
Human Relations Commission-  
Advocacy; Kendall Boyd**, in his  
official capacity as Executive Director of  
the Louisville Metro Human Relations  
Commission-Enforcement; and **Marie  
Dever, Kevin Delahanty, Charles  
Lanier, Sr., Laila Ramey, William  
Sutter, Ibrahim Syed, and Leonard  
Thomas**, in their official capacities as  
members of the Louisville Metro  
Human Relations Commission-  
Enforcement,

Defendants.

Case No. 3:19-CV-851-JRW

**Plaintiffs' Preliminary  
Injunction Motion**

Consistent with Federal Rule of Civil Procedure 65, Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson (collectively "Chelsey") request a preliminary injunction to stop Defendants Louisville/Jefferson County Metro Government, Louisville Metro Human Relations Commission-Enforcement, Louisville Metro Human Relations Commission-Advocacy, Executive Director Kendall Boyd, Marie

Dever, Kevin Delahanty, Charles Lanier, Sr., Laila Ramey, William Sutter, Ibrahim Syed, and Leonard Thomas (collectively “Louisville”) from violating the First and Fourteenth Amendments of the United States Constitution.

Chelsey asks that the preliminary injunction enjoin Louisville, its officers, agents, servants, employees, attorneys, and those persons in active concert or participation with Louisville who receive actual notice of this order from enforcing the following:

1. Louisville’s Accommodations Provision (Metro Ordinance § 92.05(A)) to compel Chelsey to provide her wedding celebration services or boutique editing services to express messages inconsistent with Chelsey’s beliefs in marriage between one man and one woman, such as providing these services for same-sex wedding ceremonies. *See, e.g.*, Decl. of Chelsey Nelson in Supp. of Pls.’ Mot. for Prelim. Inj. (Decl.) ¶¶ 85-143, 166-80 (providing examples of Chelsey’s own photography, editing, and blogging activities that Chelsey cannot create to celebrate same-sex weddings).
2. Louisville’s Publication Provision (Metro Ordinance § 92.05(B)) to prohibit Chelsey from posting her desired statements (Verified Complaint Exhibits 1 and 2) on her website and from making materially similar statements on her studio’s website, on her studio’s social media sites, or directly to prospective clients.
3. Louisville’s Accommodations Provision (Metro Ordinance § 92.05(A)) to compel Chelsey to provide her wedding celebration services by participating in events inconsistent with Chelsey’s beliefs in marriage between one man and one woman, such as participating in same-sex wedding ceremonies. Verified Complaint ¶¶ 124-29 (explaining how Chelsey participates in wedding ceremonies); *id.* at ¶¶ 190-98 (explaining

how participating in a same-sex wedding ceremony would violate Chelsey's religious beliefs); Decl. ¶¶ 237-50 (similar).

4. Louisville's Publication Provision's Unwelcome Clause (Metro Ordinance § 92.05(B)) against anyone because it is facially vague and overbroad, and grants enforcement officials unbridled discretion.

In sum, Chelsey seeks *as-applied* relief against the Accommodations Provision and the Publication Provision and *facial* relief against the Publication Provision's Unwelcome Clause.

Absent a preliminary injunction, Chelsey will suffer irreparable harm: the continued violation of her rights guaranteed by the United States Constitution. In support of her motion, Chelsey relies on any oral argument permitted and on the following documents:

- The Verified Complaint and the exhibits accompanying it;
- Plaintiffs' Brief in Support of Their Preliminary Injunction Motion;
- Declaration of Chelsey Nelson in Support of Plaintiffs' Preliminary Injunction Motion;
- Appendix to Plaintiff's Brief in Support of Plaintiffs' Preliminary Injunction Motion; and
- Plaintiffs' Reply in Support of Their Preliminary Injunction Motion (if filed) and supporting documents (if any).

Chelsey also asks this Court to waive any bond because this requested injunction serves the public interest by vindicating First and Fourteenth Amendment rights. *See Moltan Co. v. Eagle-Picher Indus., Inc.*, 55 F.3d 1171, 1175-76 (6th Cir. 1995) (upholding district court's decision to waive bond requirement given the strength of the arguments and the public interest involved).

Chelsey has not yet conferred with Louisville because this motion is being filed simultaneously with the complaint initiating the lawsuit, Chelsey does not yet

know who represents Louisville in this matter, and this motion seeks relief to remedy ongoing irreparable harm. So meaningful conferral is currently impractical. Once Louisville's attorneys appear in this matter, Chelsey's counsel will quickly confer with them and notify the Court whether Louisville opposes this motion.

Chelsey also requests oral argument to be heard at a time and date set by the Court. Joint Local Rules of Civil Practice, Rule 7.1(f).

Respectfully submitted this 19th day of November, 2019.

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**CERTIFICATE OF SERVICE**

I hereby certify that on November 19, 2019, I electronically filed the foregoing document with the Clerk of Court and that the foregoing document will be served via private process server with the Summons and Complaint to all defendants.

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**Plaintiffs' Brief in Support of Their  
Preliminary Injunction Motion**

## TABLE OF CONTENTS

Index of Authorities .....	iii
Introduction and Summary of the Facts.....	1
Argument .....	4
I. The Accommodations Provision violates the First Amendment because it compels Chelsey to speak and infringes her editorial freedom. ....	4
A. Chelsey engages in protected speech.....	5
1. Chelsey’s wedding celebration services are protected speech.....	5
2. Chelsey’s boutique editing services are protected speech.....	8
B. The Accommodations Provision compels Chelsey to speak. ....	9
C. The Accommodations Provision compels Chelsey to speak messages she disagrees with. ....	12
D. Compelling Chelsey to speak creates a dangerous and limitless principle. ....	15
II. The Accommodations Provision violates the First Amendment because it compels Chelsey to speak based on content and viewpoint.....	16
III. The Publication Provision violates the First Amendment because it restricts Chelsey’s speech based on content and viewpoint. ....	17
IV. The Accommodations Provision violates the First Amendment because it compels Chelsey to participate in and celebrate religious ceremonies she disagrees with.....	19
V. The Accommodation and Publication Provisions fail strict scrutiny.....	21
VI. The Unwelcome Clause facially violates the First and Fourteenth Amendments because it is overbroad, vague, and allows unbridled discretion. ....	24
Conclusion.....	25

**Index of Authorities**

**Cases**

*Anderson v. City of Hermosa Beach*,  
621 F.3d 1051 (9th Cir. 2010) ..... 6

*Anderson v. Laird*,  
466 F.2d 283 (D.C. Cir. 1972) ..... 20

*Ashcroft v. ACLU*,  
542 U.S. 656 (2004) ..... 22

*Axson-Flynn v. Johnson*,  
356 F.3d 1277 (10th Cir. 2004) ..... 21

*Bays v. City of Fairborn*,  
668 F.3d 814 (6th Cir. 2012) ..... 4

*Bery v. City of New York*,  
97 F.3d 689 (2d Cir. 1996) ..... 6

*Bible Believers v. Wayne County, Michigan*,  
805 F.3d 228 (6th Cir. 2015) ..... 16, 18

*Boy Scouts of America v. Dale*,  
530 U.S. 640 (2000) ..... 14, 22

*Brown v. Entertainment Merchants Association*,  
564 U.S. 786 (2011) ..... 22

*Brush & Nib Studio, LC v. City of Phoenix*,  
448 P.3d 890 (Ariz. 2019) ..... *passim*

*Brush & Nib Studio, LC v. City of Phoenix*,  
418 P.3d 426 (Ariz. Ct. App. 2018) ..... 24, 25

*Buehrle v. City of Key West*,  
813 F.3d 973 (11th Cir. 2015) ..... 8

*Campbell v. Robb*,  
162 F. App'x 460 (6th Cir. 2006) ..... 18

*City of Boerne v. Flores*,  
521 U.S. 507 (1997) ..... 21

*City of Cleveland v. Nation of Islam*,  
922 F. Supp. 56 (N.D. Ohio 1995)..... 11

*Claybrooks v. American Broadcasting Companies, Inc.*,  
898 F. Supp. 2d 986 (M.D. Tenn. 2012)..... 6, 11

*Cockrel v. Shelby County School District*,  
270 F.3d 1036 (6th Cir. 2001)..... 12

*Cressman v. Thompson*,  
798 F.3d 938 (10th Cir. 2015)..... 5

*Employment Division, Department of Human Resources of Oregon v. Smith*,  
494 U.S. 872 (1990) ..... 21

*ETW Corp. v. Jireh Publishing, Inc.*,  
332 F.3d 915 (6th Cir. 2003)..... 5, 6, 8

*Forsyth County v. Nationalist Movement*,  
505 U.S. 123 (1992) ..... 25

*Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*,  
546 U.S. 418 (2006) ..... 21, 22

*Groswirt v. Columbus Dispatch*,  
238 F.3d 421 (6th Cir. 2000)..... 10

*Hurley v. Irish-American Gay, Lesbian & Bisexual Group of Boston*,  
515 U.S. 557 (1995) .....*passim*

*Janus v. American Federation of State, County, & Municipal Employees,  
Council 31*,  
138 S. Ct. 2448 (2018)..... 14

*Jian Zhang v. Baidu.com Inc.*,  
10 F. Supp. 3d 433 (S.D.N.Y. 2014)..... 4, 5, 6, 12

*Johari v. Ohio State Lantern*,  
76 F.3d 379 (6th Cir. 1996)..... 10

*Kaahumanu v. Hawaii*,  
682 F.3d 789 (9th Cir. 2012)..... 20, 21

*Kaplan v. California*,  
413 U.S. 115 (1973) ..... 6, 7

*Kolender v. Lawson*,  
461 U.S. 352 (1983) ..... 24

*Lee v. Weisman*,  
505 U.S. 577 (1992) ..... 19, 20, 21

*Lexington-Fayette Urban County Human Rights Commission v. Hands on Originals*,  
\_\_\_ S.W.3d \_\_\_, 2019 WL 5677638 (Ky. Oct. 31, 2019)..... 9, 10

*Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission*,  
138 S. Ct. 1719 (2018) ..... 19, 20

*Matal v. Tam*,  
137 S. Ct. 1744 (2017) ..... 19

*McGlone v. Metropolitan Government of Nashville*,  
749 F. App'x 402 (6th Cir. 2018)..... 19

*Miami Herald Publishing Co. v. Tornillo*,  
418 U.S. 241 (1974) ..... 4, 6

*Miami Valley Fair Housing Center, Inc. v. Connor Group*,  
725 F.3d 571 (6th Cir. 2013) ..... 25

*Miller v. City of Cincinnati*,  
622 F.3d 524 (6th Cir. 2010) ..... 4

*National Institute of Family & Life Advocates v. Becerra*,  
138 S. Ct. 2361 (2018) ..... 16

*New York State Club Association, Inc. v. City of New York*,  
487 U.S. 1 (1988) ..... 14

*Obergefell v. Hodges*,  
135 S. Ct. 2584 (2015) ..... 20

*Pacific Gas & Electric Co. v. Public Utilities Commission of California*,  
475 U.S. 1 (1986) ..... 5, 17

*Packingham v. North Carolina*,  
137 S. Ct. 1730 (2017) ..... 7, 8

*Prater v. City of Burnside*,  
289 F.3d 417 (6th Cir. 2002) ..... 21

<i>Reed v. Town of Gilbert</i> , 135 S. Ct. 2218 (2015) .....	21, 23
<i>Riley v. National Federation of the Blind of North Carolina</i> , 487 U.S. 781 (1988) .....	4, 12, 16
<i>Rosenberger v. Rector &amp; Visitors of University of Virginia</i> , 515 U.S. 819 (1995) .....	19
<i>Saxe v. State College Area School District</i> , 240 F.3d 200 (3d Cir. 2001) .....	25
<i>Sistrunk v. City of Strongsville</i> , 99 F.3d 194 (6th Cir. 1996) .....	4, 14
<i>Telescope Media Group v. Lucero</i> , 936 F.3d 740 (8th Cir. 2019) .....	<i>passim</i>
<i>Thomas v. Bright</i> , 937 F.3d 721 (6th Cir. 2019) .....	18
<i>Turner Broadcasting Systems, Inc. v. F.C.C.</i> , 512 U.S. 622 (1994) .....	17
<i>Turner v. Safley</i> , 482 U.S. 78 (1987) .....	20
<i>United States v. Stevens</i> , 559 U.S. 460 (2010) .....	24
<i>Village of Hoffman Estates v. Flipside, Hoffman Estates, Inc.</i> , 455 U.S. 489 (1982) .....	24
<i>World Peace Movement of America v. Newspaper Agency Corp.</i> , 879 P.2d 253 (Utah 1994) .....	15
<b><u>Statutes, Codes, and Ordinances</u></b>	
42 U.S.C. § 2000a(b) .....	23
Ann Arbor, Michigan Code of Ordinances § 9:151 .....	16
Florida Stat. § 760.02(11) .....	23
Lansing, Michigan Code of Ordinances § 297.02 .....	16
Lansing, Michigan Code of Ordinances § 297.04 .....	16

Louisville, Kentucky Metro Amended Ordinance § 92.05(A).....	9, 12, 23
Louisville, Kentucky Metro Amended Ordinance § 92.05(B).....	18, 19, 24
Louisville, Kentucky Metro Amended Ordinance § 92.05(C).....	23
Louisville, Kentucky Metro Amended Ordinance § 92.08(B).....	11
Louisville, Kentucky Metro Amended Ordinance § 92.12(B).....	11
K.R.S. § 344.230(3) .....	11
Madison, Wisconsin Code of Ordinances § 39.03(2) .....	16
Madison, Wisconsin Code of Ordinances § 39.03 (5) .....	16
Mississippi Code Ann. § 11-62-5(5)(a).....	23
South Carolina Code Ann. § 45-9-10(B).....	23
Seattle, Washington Mun. Code § 14.06.020(L) .....	16
Seattle, Washington Mun. Code § 14.06.030(B) .....	16

**Regulations**

29 C.F.R. § 1604.2.....	23
-------------------------	----

**Other Authorities**

Brief for the United States as Amicus Curiae Supporting Pet’rs, <i>Masterpiece Cakeshop, Ltd.</i> , 138 S. Ct. 1719 (2018) (No. 16-111).....	23
Eugene Volokh, <i>Court Allows Lawsuit Against Ideological Group for Discriminatory Rejection of Noncommercial Ad in Its Publication</i> , The Volokh Conspiracy (March 19, 2018), <a href="https://bit.ly/2VVZeH7">https://bit.ly/2VVZeH7</a> .....	15

### **Introduction and Summary of the Facts**

Plaintiff Chelsey Nelson is a talented photographer, editor, and blogger trying to live out her dream of running her own photography studio. Chelsey creates photographs for and blogs about weddings and businesses for her clients regardless of who they are. She simply cannot create works conveying certain messages, such as sexist blogs or obscene photographs. But through its public accommodation law, Louisville is trying to force Chelsey to participate in and to promote (through her photographs and blogs) a solemn ceremony she objects to—same-sex wedding ceremonies. In so doing, Louisville coerces speech and punishes dissent. No matter one’s view on marriage, everyone loses when bureaucrats can force citizens to participate in religious ceremonies they oppose or to speak messages they disagree with. For countless other subjects, speakers freely select what they say all the time. Chelsey merely asks for the same freedom for the subject of marriage—and for a preliminary injunction to protect this freedom going forward.

Chelsey started Chelsey Nelson Photography, LLC (a for-profit photography studio) to fulfill her passion for storytelling and to publicly promote images and ideas she values. Verified Complaint (VC) ¶¶ 27-28, 37-41.<sup>1</sup> Chelsey intends each photograph she takes, edits, or blogs about to reflect what she believes to be true and right, lovely and pure, and excellent and praiseworthy. *Id.* at ¶¶ 27, 85-86.

To achieve this goal, Chelsey provides “wedding celebration services” where she photographs, edits, and blogs about clients’ engagements and weddings, as well as attends and participates in those wedding ceremonies. *Id.* at ¶¶ 56-66. She also provides “boutique editing services” where she edits other photographers’ photographs of weddings and other content. *Id.* at ¶¶ 67-73.

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<sup>1</sup> Plaintiffs are referenced collectively as “Chelsey” unless context indicates otherwise.

Throughout her photography, editing, and blogging, Chelsey uses her artistic judgment to take photographs, edit those photographs, and to write blog comments to tell positive stories about marriages between one man and one woman, to convey the beauty of such marriages, and to present the subject of her photographs in the best light possible. *See, e.g., id.* at ¶¶ 131-134, 137-138, 142-151, 175-182. Each of these artistic expressions—photographing, editing, and blogging—is designed to tell uplifting stories about marriage or some commercial subjects. *See, e.g., id.* at ¶¶ 57-58, 69-71, 168.

What Chelsey considers beautiful and praiseworthy comes from her Christian beliefs. *Id.* at ¶¶ 20-27. For example, Chelsey’s boutique editing services always depict the photograph’s subjects favorably because she believes God declared His creation to be “very good.” *Id.* at ¶¶ 82, 178. Chelsey also believes that God designed marriage to be a union of one man and one woman. *See, e.g., id.* at ¶ 89. Chelsey desires to capture the beauty and joy of these marriages to celebrate God’s design for marriage and to convince her clients, their friends, and the public that this type of marriage should be pursued and valued. *Id.* at ¶ 92-95.

Because Chelsey cannot separate her beliefs and vocation, she seeks to honor God in what she creates, promotes, and participates in. *Id.* at ¶¶ 77, 85-86. Likewise, Chelsey cannot create, promote, or participate in anything that dishonors God. *Id.* at ¶ 184. So Chelsey will not create works that demean others, condone racism, or contradict biblical principles. *Id.* Likewise, she will not promote all messages about marriage or participate in all wedding ceremonies, such as Game of Thrones-themed ones. *Id.* at ¶ 206. Nor will she photograph or blog to positively depict or participate in same-sex weddings. *Id.* at ¶¶ 191-192, 207. Of course, Chelsey is happy to serve those in the LGBT community. *Id.* at ¶¶ 201-204. She just cannot promote certain messages or participate in certain religious ceremonies for anyone, no matter their status. *Id.* at ¶ 208. And Chelsey wants to be honest with

prospective clients and explain why she cannot promote anything that violates her beliefs by posting about her beliefs on her studio's website. *Id.* at ¶¶ 79-80, 250-260.

But Louisville's law forbids all of this. The law regulates public accommodations—i.e., businesses like Chelsey's studio that offer services to the public—in two ways that affect Chelsey. *Id.* at ¶ 216-219. First, the Accommodations Provision (§ 92.05(A)) forbids businesses from denying someone “the full and equal enjoyment” of goods, services, and accommodations on the ground of “sexual orientation.” *Id.* at ¶ 220. This forces Chelsey to tell positive stories about and to personally participate in ceremonies celebrating same-sex marriage because she will do the same for opposite-sex weddings. *Id.* at ¶¶ 221-223.

Second, the Publication Provision (§ 92.05(B)) makes it illegal for businesses to “publish” or “display” a “communication” which “indicates” that (A) “services” will be “denied” on account of someone's “sexual orientation” (the Denial Clause) or (B) someone's “patronage of, or presence at” a business is “objectionable, unwelcome, unacceptable, or undesirable” because of “sexual orientation” (the Unwelcome Clause). *Id.* at ¶ 247-248. This prohibits Chelsey from publishing her desired statements about why she will create stories for and participate in weddings between a man and a woman but not for same-sex weddings. *Id.* at ¶¶ 252-261. Worse still, the vaguely worded Unwelcome Clause forbids Chelsey from even discussing her beliefs about marriage on her studio's website because someone might take that message as unwelcoming. *See id.* at ¶¶ 249, 259.

Violating these provisions exposes Chelsey to severe penalties including an injunction requiring her to photograph, blog about, and participate in ceremonies she disagrees with; posting a notice dictated by Louisville; sending compliance reports to Louisville; and paying uncapped damages “for humiliation and embarrassment.” *Id.* at ¶ 297.

In these ways, Louisville’s law overrides Chelsey’s editorial freedom, coerces her religious beliefs, and violates her First and Fourteenth Amendment rights. Chelsey seeks a preliminary injunction to stop these ongoing, irreparable injuries.

### Argument

When evaluating preliminary injunction requests, courts typically evaluate the likelihood of success on the merits, irreparable harm to plaintiffs absent an injunction, whether an injunction will cause substantial third-party harm, and whether an injunction will serve the public interest. *Miller v. City of Cincinnati*, 622 F.3d 524, 533 (6th Cir. 2010). But in this case, likelihood of success is the “crucial inquiry” because First Amendment violations always cause irreparable harm and stopping these violations benefits everyone. *Bays v. City of Fairborn*, 668 F.3d 814, 819, 825 (6th Cir. 2012) (citation omitted); *Miller*, 622 F.3d at 540. Chelsey satisfies this “crucial” element many times over because Louisville’s law violates the First and Fourteenth Amendments in multiple ways, as explained below.

#### **I. The Accommodations Provision violates the First Amendment because it compels Chelsey to speak and infringes her editorial freedom.**

The “First Amendment guarantees ‘freedom of speech,’ a term necessarily comprising the decision of both what to say and what *not* to say.” *Riley v. Nat’l Fed’n of the Blind of N.C.*, 487 U.S. 781, 796-97 (1988). This means a speaker has “the autonomy to choose the content of his own message.” *Hurley v. Irish-Am. Gay, Lesbian & Bisexual Grp. of Bost.*, 515 U.S. 557, 573 (1995); *see also Sistrunk v. City of Strongsville*, 99 F.3d 194, 200 (6th Cir. 1996) (affirming speaker’s right to exercise “autonomy over the content of its own message”). Central to this autonomy is a speaker’s freedom to exercise “editorial control and judgment” over her message. *Miami Herald Publ’g Co. v. Tornillo*, 418 U.S. 241, 258 (1974); *see also Jian Zhang v. Baidu.com Inc.*, 10 F. Supp. 3d 433, 437 (S.D.N.Y. 2014) (“[A]s a

general matter, the Government may not interfere with the editorial judgments of private speakers on issues of public concern ....”).

But Louisville violates these principles by compelling Chelsey’s speech. A compelled speech claim has three elements: (A) speech, (B) the government compels, (C) and the speaker objects to. *See Hurley*, 515 U.S. at 572-73 (applying elements); *Cressman v. Thompson*, 798 F.3d 938, 951 (10th Cir. 2015) (identifying elements). Chelsey satisfies each element and that triggers strict scrutiny. *See Pac. Gas & Elec. Co. v. Pub. Utils. Comm’n of Cal. (PG&E)*, 475 U.S. 1, 19 (1986) (plurality) (applying strict scrutiny to law compelling speech).

#### **A. Chelsey engages in protected speech.**

Chelsey tells positive and uplifting stories about opposite-sex marriage and other subjects through her (1) wedding celebration and (2) boutique editing services. In doing so, Chelsey engages in protected speech involving “written or spoken words” and “other mediums of expression” like “photographs.” *ETW Corp. v. Jireh Publ’g, Inc.*, 332 F.3d 915, 924 (6th Cir. 2003).

##### **1. Chelsey’s wedding celebration services are protected speech.**

For her wedding celebration services, Chelsey promotes and celebrates marriages between one man and one woman by (i) photographing a couples’ engagement or wedding; (ii) then editing those photographs; and (iii) then posting those edited photographs on her blog or studio’s website with text encouraging and celebrating their marriage. VC ¶¶ 60-64. Each aspect of this unified process helps communicate a celebratory message about marriage between one man and one woman. *Id.* at ¶ 66. And for each aspect, Chelsey exercises editorial discretion about what and how to photograph, to edit, and, to post on her blog. *See Decl. of Chelsey Nelson in Supp. of Pls.’ Mot. for Prelim. Inj. (Decl.)* ¶¶ 93-143; Appendix (App.) at

33, 41 (wedding celebration and boutique editing services contracts explaining Chelsey’s ultimate editorial discretion).

Photography: Chelsey’s photographs are protected speech because they “always communicate some idea or concept.” *Bery v. City of New York*, 97 F.3d 689, 696 (2d Cir. 1996); *see also Kaplan v. California*, 413 U.S. 115, 119-20 (1973) (“[P]ictures, films, paintings, drawings, and engravings ... have First Amendment protection ....”); *ETW Corp.*, 332 F.3d at 924 (noting “photographs” are speech); *see also* App. at 118-283 (for examples of those photographs).

Editing: Chelsey’s edits to her photographs are also protected speech. Because her editing is “inextricably intertwined” with her photographs, her editing process is protected much like “the processes of writing words down on paper, painting a picture, and playing an instrument are purely expressive activities entitled to full First Amendment protection.” *Anderson v. City of Hermosa Beach*, 621 F.3d 1051, 1062 (9th Cir. 2010) (tattooing process protected under First Amendment). Courts protect this expressive process because the process is necessary to produce the final expressive work. *Id.*

That is why the First Amendment protects both (1) a newspaper’s editing process *and* the publication itself; (2) a television show’s cast selection process *and* the show itself; and (3) a company’s search engine selection process *and* the search engine’s results. *See Tornillo*, 418 U.S. at 258 (1974) (newspapers); *Claybrooks v. Am. Broad. Cos., Inc.*, 898 F. Supp. 2d 986, 999 (M.D. Tenn. 2012) (cast selection); *Baidu.co Inc.*, 10 F. Supp. 3d at 437-38 (search engine). Whether for writers or photographers, the First Amendment protects first drafts, final drafts, and steps in between. So too in the wedding context. The Eighth Circuit recently concluded that a film studio’s “positioning a camera, setting up microphones, and clicking and dragging files on a computer” deserve protection when they produce a wedding film.

*Telescope Media Grp. v. Lucero (TMG)*, 936 F.3d 740, 752 (8th Cir. 2019). The same is true here.

But pictures speak louder than words. Contrast Chelsey, who describes her style as “light, bright, and airy” creating a “timeless and romantic quality” with the photographer of We Choose the Moon Photography, who describes her style as “a little more modern, alternative, dark, moody, radder ... than the rest.” Decl. ¶¶ 335-44; App. at 412, 497-98. The resulting differences in the message, mood, and emotional impact are stark. Compare Chelsey’s photographs (left) with We Choose the Moon Photography’s photographs (right):



*Blog Posts:* Chelsey’s blog posts include text, words, and images to communicate a message about marriage. Decl. ¶¶ 126-43; App. at 284-301. As such, they are protected speech. See *Kaplan*, 413 U.S. at 119-20 (“[P]rinted word[s] have First Amendment protection ...”); *Packingham v. North Carolina*, 137 S. Ct. 1730,

1735-36 (2017) (“[S]ocial media users employ [websites] to engage in ... First Amendment activity ....”).

## **2. Chelsey’s boutique editing services are protected speech.**

Chelsey’s boutique editing services also convey positive messages about the content of the photograph, including wedding photographs between one man and one woman. VC ¶¶ 177-78. As noted above, the First Amendment protects Chelsey when she edits photographs she has taken. *See supra*, § I(A)(1). But it also protects Chelsey when she edits photographs taken by someone else.

Although Chelsey receives the first draft of these photos from another photographer, Chelsey still uses her editorial skill and judgment to transform the photograph into a positive and polished image. The First Amendment does not “require a speaker to generate, as an original matter, each item featured in the communication” for protection. *Hurley*, 515 U.S. at 570. Speakers often collaborate with others. *Id.* (cable operators and newspapers are protected even though they edit content “originally produced by others”); *Buehrle v. City of Key West*, 813 F.3d 973, 977 (11th Cir. 2015) (“[A]rtistic expression frequently encompasses a sequence of acts by different parties, often in relation to the same piece of work.”); *ETW Corp.*, 332 F.3d at 925 (protecting “[p]ublishers disseminating the work of others who create expressive materials”). So long as speakers exercise their own editorial discretion, that is enough. *TMG*, 936 F.3d at 751 (“Even if their customers have some say over the finished product ... the [filmmakers] retain ultimate editorial judgment and control.”).

And Chelsey certainly does, both contractually, *see App.* at 30-43 (Chelsey’s wedding celebration and boutique editing services contracts), and in practice as seen in the photograph before (left) and after (right) Chelsey edited it:



The editorial change is significant. *See* Decl. ¶¶ 167-74; App. at 273-83.

**B. The Accommodations Provision compels Chelsey to speak.**

Because Chelsey speaks through her wedding celebration and boutique editing services, Louisville compels her to speak and infringes her editorial judgment when compelling these services.

The Accommodations Provision makes it illegal for public accommodations to “deny an individual the full and equal enjoyment of” goods, services, and accommodations “on the ground of ... sexual orientation.” Metro Ordinance § 92.05(A). When applied to Chelsey’s photography and blogging though, this provision forces Chelsey to create photographs and blogs for same-sex weddings because she already does the same for opposite-sex weddings. Louisville considers anything else to be illegal sexual-orientation discrimination. *See id.*; *see also* *TMG*, 936 F.3d at 748-49 (Minnesota adopting same interpretation of similar law); *Brush & Nib Studio, LC v. City of Phoenix (Brush & Nib)*, 448 P.3d 890, 898-900 (Ariz. 2019) (Phoenix adopting similar interpretation of similar law); *Lexington-Fayette Urban Cty. Human Rights Comm’n v. Hands on Originals*, \_\_\_ S.W.3d \_\_\_, 2019 WL 5677638, at \*2 (Ky. Oct. 31, 2019) (Lexington-Fayette Urban County adopting similar interpretation of similar law).

In so doing, the Accommodations Provision strips Chelsey of her editorial control over her speech. As long as Louisville forces Chelsey to create and publish words and photographs she does not want to, she no longer controls what she says. The government does. That is compelled speech.

The Supreme Court already said so in *Hurley v. Irish-Am. Gay, Lesbian & Bisexual Grp. of Boston*, 515 U.S. 557 (1995). There, a pro-LGBT group tried to use a public accommodation law to force parade organizers to admit that group into the organizer’s parade. *Id.* at 561. But this “peculiar” application unconstitutionally compelled speech because it “had the effect of declaring the sponsors’ speech itself [the parade] to be the public accommodation” and thereby infringed a speaker’s “autonomy to choose the content of his own message.” *Id.* at 572-73.

Likewise, the Eighth Circuit applied *Hurley* to say Minnesota’s public accommodation law compelled speech by forcing a film studio to create wedding films celebrating same-sex weddings. *TMG*, 936 F.3d at 752-53. And the Arizona Supreme Court, citing *TMG* and *Hurley*, concluded Phoenix’s public accommodation law unconstitutionally required an art studio to create wedding invitations celebrating same-sex weddings. *Brush & Nib*, 448 P.3d at 904, 913-14.<sup>2</sup> *Cf. Hands on Originals*, 2019 WL 5677638, at \*7 (Buckingham, J., concurring) (public accommodation law could not force printer to print shirts promoting LGBT festival).

Courts within the Sixth Circuit agree with this analysis. The Sixth Circuit has repeatedly ruled that anti-discrimination laws cannot force newspapers to publish articles they disagree with. *Grosvirt v. Columbus Dispatch*, 238 F.3d 421, \*2 (6th Cir. 2000) (unpublished); *Johari v. Ohio State Lantern*, 76 F.3d 379, \*1 (6th Cir. 1996) (unpublished). And district courts in this Circuit—citing *Hurley*—have ruled that anti-discrimination laws cannot force television studios to alter their

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<sup>2</sup> *Brush & Nib* is relevant here because the court considered “First Amendment jurisprudence” when analyzing the state law claims. 448 P.3d at 903.

television show content or force orators to alter their speech content. *Claybrooks*, 898 F. Supp. 2d at 999; *City of Cleveland v. Nation of Islam*, 922 F. Supp. 56, 59 (N.D. Ohio 1995).

All these cases stand for the same principle: governments may not apply anti-discrimination laws to alter someone's message. But Louisville's public accommodation law does exactly that. It applies to Chelsey's photography, editing, and blogging and forces Chelsey to photograph, edit, and blog about something she does not want to (same-sex weddings) or face stiff penalties like damages, injunctions, and compliance reports. Metro Ordinance §§ 92.08(B)(8)(a) (incorporating remedies of K.R.S. §§ 344.230(3)(d), (e), (h)), 92.12(B). That compels speech in an egregious way. *Cf. TMG*, 936 F.3d at 754 n.4 (contrasting compelled publication with more "troubling" scenario where law forced filmmakers to "use their own creative skills to speak in a way they find morally objectionable").

To be sure, the Accommodations Provision does not mention photography, editing, or blogging in its text; it facially regulates conduct. But that doesn't matter. The public accommodations law in *Hurley* did "not, on its face, target speech or discriminate on the basis of its content"; its "focal point" was stopping "the act of discriminating." 515 U.S. at 572. But the law still compelled speech because its "application ... had the effect of" compelling speech. *Id.* at 573. *Hurley* instructs courts to look beyond a law's text or purpose to whether it applies to speech. *Id.* at 572; *see also TMG*, 936 F.3d at 752, 758 (making this point); *Brush & Nib*, 448 P.3d at 913-14 (same). And here the law does.

Nor can Louisville avoid this conclusion by attributing Chelsey's speech to her clients. *See TMG*, 936 F.3d at 773-76 (Kelly, J., dissenting) (for this argument). Chelsey is no mere mechanical conduit. She's a creator. She constantly exercises editorial judgment to tell a positive story about marriage between a man and woman—from deciding what content to capture, which angles to use, which

photographs to discard, how to edit an image, and what congratulatory text to write. *See, e.g.*, Decl. ¶¶ 85-174; *see also Cockrel v. Shelby Cty. Sch. Dist.*, 270 F.3d 1036, 1049 (6th Cir. 2001) (“teacher’s selection of a speaker for an in-class presentation” is protected speech).

Like a commissioned biographer, Chelsey might tell stories *about* someone else to earn a living. But she is still the one telling the story. She is still the one producing the speech. If officials could compel Chelsey to speak because she speaks about and receives payment from others, then officials could compel every commissioned writer, lawyer, publisher, painter, printer, graphic designer, advertising firm, newspaper, and internet company to speak *any message*. That is not the law. *See Hurley*, 515 U.S. at 573, 575 (rejecting conduit argument because parade organizers “choose the content” of their speech and are “more than a passive receptacle” for someone else’s message); *TMG*, 936 F.3d at 753 (rejecting conduit argument for film studio); *Baidu.com*, 10 F. Supp. 3d at 437 (rejecting conduit argument for internet company’s search engine); *Brush & Nib*, 448 P.3d at 911-12 (rejecting conduit argument for art studio); *see also Riley*, 487 U.S. at 794 n.8 (law could not compel professional fundraiser to speak on charity’s behalf because fundraiser had “independent First Amendment interest in [its] speech....”).

**C. The Accommodations Provision compels Chelsey to speak messages she disagrees with.**

Not only does the Accommodations Provision compel Chelsey to speak, it also forces her to convey messages she strongly disagrees with.

Remember, the Accommodations Provision requires businesses to provide “*full and equal* enjoyment” of services regardless of sexual orientation. Metro Ordinance § 92.05(A) (emphasis added). For Louisville, this means Chelsey must offer the exact same services for same-sex weddings (full and equal enjoyment) as for opposite-sex weddings. *See TMG*, 936 F.3d at 748-49, 750 n.2 (adopting same

interpretation of public accommodations law); *id.* at 769-70 (Kelly, J., dissenting) (same).

But Chelsey only creates photographs and blogs that portray weddings and marriage in a positive light. VC ¶¶ 57-58, 70-71, 223. That means the Accommodations Provision requires Chelsey to create photographs and blogs depicting same-sex marriages in a positive light since she does the same for opposite-sex marriages. Practically, this compulsion not only changes the formal content in Chelsey’s photographs and blogs—from celebrating “Jack and Jill” to “Jack and Jim”—it changes the very meaning of those photographs and blogs—from celebrating biblical marriage (left) to celebrating same-sex marriage (right).



The change in content, meaning, purpose, and effect could not be clearer. *See TMG*, 936 F.3d at 752-53 (requiring studio to create films conveying “the same

‘positive’ message” about same-sex weddings as opposite-sex weddings is compelled speech); *Sistrunk*, 99 F.3d at 198 (governments cannot require speaker “to *include* discordant speakers in its expressive activity”); *Brush & Nib*, 448 P.3d at 909 (explaining how even one name change “clearly *does* alter the overall expressive content of [studio’s] wedding invitations.”). See Decl. ¶¶ 329-30. Compare App. at 118-272 with App. at 431-80.

Nor should this burden be underestimated. “Compelling individuals to mouth support for views they find objectionable violates [a] cardinal constitutional command, and in most contexts, any such effort would be universally condemned.” *Janus v. Am. Fed’n of State, Cty., & Mun. Emps., Council 31*, 138 S. Ct. 2448, 2463 (2018). Indeed, “[f]orcing free and independent individuals to endorse ideas they find objectionable is *always demeaning*....” *Id.* at 2464 (emphasis added).

And it is *ideas* that Chelsey objects to expressing, not to individuals. See VC ¶ 208. Chelsey serves clients regardless of their status. *Id.* She simply does not convey certain messages for anyone. This explains why Chelsey happily serves those in the LGBT community in countless contexts and declines to convey some wedding messages even when asked by opposite-sex couples. See VC ¶¶ 201-04; Decl. ¶¶ 200-17. Whether the topic is vulgarity, the environment, religion, or marriage, Chelsey decides whether to create speech based on the message requested, not the person requesting. VC ¶ 208.

The Supreme Court drew the same distinction in *Hurley* when it allowed parade organizers to decline parade access to a “message it disfavored” (i.e., the “unqualified social acceptance of gays and lesbians”) because they did not exclude “homosexuals as such...” from the parade. 515 U.S. at 572, 574-75; see also *Boy Scouts of Am. v. Dale*, 530 U.S. 640, 653 (2000) (affirming same distinction in *Hurley*); *New York State Club Ass’n, Inc. v. City of New York*, 487 U.S. 1, 13 (1988) (distinguishing club that excludes members who reject club’s views from club

excluding members based on status); *World Peace Movement of Am. v. Newspaper Agency Corp.*, 879 P.2d 253, 258 (Utah 1994) (newspaper did not discriminate based on status when declining to print religious advertisement because “it was the message itself that [the newspaper] rejected, not its proponents”).

In this respect, Chelsey is no different from atheist calligraphers who serve Christians but cannot write tracts celebrating Easter for a church (or anyone else) or LGBT writers who serve Muslims but cannot write flyers condemning same-sex marriage for a Mosque (or anyone else). When speakers decline to speak “based on message, not status,” that decision is protected. *Brush & Nib*, 448 P.3d at 910. That principle protects others. It should protect Chelsey too. *Id.* at 911 (art studio could decline to create same-sex wedding invitations because decision was “based on neither a customer’s sexual orientation nor the sexual conduct that defines certain customers as a class”).

**D. Compelling Chelsey to speak creates a dangerous and limitless principle.**

The principles that protect Chelsey do not just protect her. They protect speakers of all views. But if Louisville can force Chelsey to speak a message about marriage she disagrees with, it can compel other commissioned speakers to speak messages they disagree with. For example, it could require a gay tattoo designer to ink a tattoo on someone’s arm declaring “Homosexuality is an abomination. Leviticus 18:22” or force an LGBT t-shirt design company to print a t-shirt critical of the LGBTQ community. *See* Decl. ¶¶ 319-27 (noting tattoo studio and t-shirt company that promote the LGBTQ community). Or it could force a progressive bar association to publish statements promoting Israel.<sup>3</sup>

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<sup>3</sup> Eugene Volokh, *Court Allows Lawsuit Against Ideological Group for Discriminatory Rejection of Noncommercial Ad in Its Publication*, The Volokh Conspiracy (March 19, 2018), <https://bit.ly/2VVZeH7>.

In fact, if Louisville can compel Chelsey to speak, nothing stops Louisville from adding “political beliefs” as a protected class to its law tomorrow and then forcing speakers to convey political messages they disagree with, such as forcing a Democratic speechwriter to write speeches supporting Republican politicians. Public accommodation laws in Michigan and elsewhere already do exactly this.<sup>4</sup> *See also TMG*, 936 F.3d at 756 (making this point).

As these examples show, compelled speech protections transcend this particular case and this particular debate. These freedoms should apply to all. Otherwise, these freedoms turn on the views favored by those who happen to hold office, whether in Louisville, Frankfurt, or Washington, D.C. In our pluralistic society, giving speakers that freedom is the better course—for everyone.

**II. The Accommodations Provision violates the First Amendment because it compels Chelsey to speak based on content and viewpoint.**

Chelsey satisfies the three-part test for compelled speech, but the Accommodations Provision goes even further and compels her speech based on content and viewpoint. This too triggers strict scrutiny. *Bible Believers v. Wayne Cty., Mich.*, 805 F.3d 228, 248 (6th Cir. 2015) (en banc) (applying strict scrutiny to content and viewpoint-based regulations).

The Accommodations Provision’s application is content and viewpoint based in three ways. First, by compelling Chelsey to communicate a message she disagrees with—celebrating same-sex marriage—the Accommodations Provision “necessarily alters the content” of Chelsey’s desired speech and constitutes “a content-based regulation of speech.” *Riley*, 487 U.S. at 795; *see also Nat’l Inst. of Family & Life Advocates v. Becerra*, 138 S. Ct. 2361, 2371 (2018) (same); *Brush &*

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<sup>4</sup> *See, e.g.*, Ann Arbor, Mich. Code of Ordinances § 9:151; Lansing, Mich. Code of Ordinances §§ 297.02, .04. *See also* Madison, Wisc. Code of Ordinances §§ 39.03(2), (5); Seattle, Wash. Mun. Code §§ 14.06.020(L), .030(B).

*Nib*, 448 P.3d at 912-14 (forcing art studio to create invitations celebrating same-sex weddings was content-based compulsion).

Second, the Accommodations Provision only compels Chelsey to speak because she creates particular content. If Chelsey created stories favoring Louisville basketball, the law would not compel her to tell stories favoring same-sex marriage. Chelsey must create the latter only because she creates speech celebrating opposite-sex marriage. In this way, the law’s application is triggered by the content of Chelsey’s prior speech. *See PG&E*, 475 U.S. at 13-14 (law regulates content if “it [is] triggered by a particular category of ... speech” or “condition[s] [access] on any particular expression” conveyed by speaker earlier); *TMG*, 936 F.3d at 753 (forcing filmmakers to create same-sex wedding films was content-based application because it treated films on opposite-sex marriage “as a trigger for compelling them to talk about a topic they would rather avoid—same-sex marriages...”).

Third, the Accommodations Provision awards access to Chelsey’s expression only to particular views. If Chelsey creates stories promoting opposite-sex marriage, the law does not require her to tell *every* story requested of her. It only requires her to create photographs and blogs promoting same-sex marriage and to fulfill requests from those wanting to convey that view she opposes. *See PG&E*, 475 U.S. at 13 (law regulates content if it awards access “only to those who disagreed with the [speaker’s] views”); *Turner Broad. Sys., Inc. v. F.C.C.*, 512 U.S. 622, 654 (1994) (law in *PG&E* content based because it “conferred benefits to speakers based on viewpoint, giving access only to a consumer group opposing the utility’s practices.”). Such a viewpoint-based application triggers strict scrutiny.

### **III. The Publication Provision violates the First Amendment because it restricts Chelsey’s speech based on content and viewpoint.**

Besides compelling speech, Louisville’s law also restricts speech: the law’s Publication Provision bans Chelsey from posting her desired statements on her

website or social media sites based on their content and viewpoint, thereby triggering strict scrutiny. *Bible Believers*, 805 F.3d at 248.

A law restricts speech based on content if it facially draws distinctions based on a speaker's message, if it cannot be justified without reference to speech's content, or if its application requires officials to evaluate a message's content to determine if a violation occurred. *Thomas v. Bright*, 937 F.3d 721, 729 & n.2 (6th Cir. 2019) (identifying tests for content-based restriction).

The two clauses in the Publication Provision fail each of these requirements. The Denial Clause facially prohibits "communication[s]" that "indicate[ ]" goods or services will be "denied an individual on account of" sexual orientation. Metro Ordinance § 92.05(B). And the Unwelcome Clause facially prohibits "communication[s]" that "indicate[ ]" someone's patronage or presence at a public accommodation "is objectionable, unwelcome, unacceptable, or undesirable" because of sexual orientation. *Id.* Both clauses ban speech based on what that speech says. Statements saying "no photographs of animals" are allowed; statements saying "no photographs of same-sex weddings" are forbidden. *See Campbell v. Robb*, 162 F. App'x 460, 468 (6th Cir. 2006) (publication ban in Fair Housing Act "is clearly a content-based speech regulation..."). *Cf. TMG*, 936 F.3d at 757 n.5 (state could not stop film studio from posting statement declining same-sex wedding films); *Brush & Nib*, 448 P.3d at 926 (same as to statement by art studio).

The Provision's application turns on content too. Chelsey wants to post statements on her studio's website explaining her religious beliefs in marriage between a man and woman and her inability photograph or edit photographs for same-sex weddings. VC Exs. 1-2. But these statements violate the Denial Clause because they decline particular services (those celebrating same-sex weddings). And they violate the Unwelcome Clause because someone could take the studio's website statement in favor of opposite-sex marriage as indicating their "patronage" is

“objectionable, unwelcome, unacceptable, or undesirable.” Metro Ordinance § 92.05(B). Once again, everything turns on the content of Chelsey’s statements. And officials must consider that content to apply the law.

In fact, the Publication Provision goes beyond content to regulate speech based on viewpoint. Viewpoint discrimination occurs “[w]hen the government targets not subject matter, but particular views taken by speakers on a subject.” *Rosenberger v. Rector & Visitors of Univ. of Va.*, 515 U.S. 819, 829 (1995).

Here, the Publication Provision allows Chelsey to post a statement on her studio’s site supporting marriage generally, supporting same-sex *and* opposite-sex marriage, or indicating a willingness to create speech celebrating same-sex *and* opposite-sex marriages. But she cannot express views supporting *only* opposite-sex marriage. These restrictions favor particular views over others. That is viewpoint discrimination. *See Matal v. Tam*, 137 S. Ct. 1744, 1751 (2017) (registration ban on just disparaging trademarks was viewpoint-based); *McGlone v. Metro. Gov’t of Nashville*, 749 F. App’x 402, 405 & n.1 (6th Cir. 2018) (restriction on speech against just homosexuality was content and “likely” viewpoint based).

**IV. The Accommodations Provision violates the First Amendment because it compels Chelsey to participate in and celebrate religious ceremonies she disagrees with.**

Besides violating Chelsey’s right to speak, Louisville’s Accommodations Provision also violates her right to religious exercise by compelling her to participate in and attend religious ceremonies she objects to.

The First Amendment “guarantees at a minimum that a government may not coerce anyone to support or participate in religion or its exercise...” *Lee v. Weisman*, 505 U.S. 577, 577 (1992). This principle comes from both the Establishment and Free Exercise Clauses. *Id.* (grounding principle in former); *Masterpiece Cakeshop*,

*Ltd. v. Colo. Civil Rights Comm'n*, 138 S. Ct. 1719, 1727 (2018) (requiring clergy to perform same-sex wedding ceremonies violates latter).

Just as officials may not compel someone to attend or participate in chapel services (*Anderson v. Laird*, 466 F.2d 283, 284 (D.C. Cir. 1972) (per curiam)) or in other “group exercise [that] signific[s]” participation in prayer (*Lee*, 505 U.S. at 593-94), they may not compel someone to attend or participate in wedding ceremonies. Like many, Chelsey considers all weddings to be religious ceremonies, events celebrating an institution created by God. VC ¶ 193; App. at 301, 386-400. Courts have recognized this unique quality of marriage and weddings. *See Obergefell v. Hodges*, 135 S. Ct. 2584, 2594 (2015) (noting “the transcendent importance of marriage” that is “sacred” to many); *Turner v. Safley*, 482 U.S. 78, 96 (1987) (admitting that “many religions recognize marriage as having spiritual significance...”); *Kaahumanu v. Hawaii*, 682 F.3d 789, 799 (9th Cir. 2012) (couples “express their religious commitments and values in their wedding ceremony” and “include religious symbols and rituals in their wedding ceremonies”).

But here, the Accommodations Provision requires Chelsey to treat same-sex weddings the same as opposite-sex wedding ceremonies when providing services. *See supra*, § I(C) (explaining “full and equal enjoyment” requirement). This in turn requires Chelsey to attend same-sex wedding ceremonies since she necessarily does that when photographing opposite-sex weddings. VC ¶¶ 121-29. It even requires Chelsey to actively participate in same-sex wedding ceremonies by serving as a witness, greeting guests, congratulating and directing the couple for photographs, and standing in recognition of the marriage—things she always does for opposite-sex weddings too. *Id.* at ¶¶ 114-29.

In fact, Louisville’s Accommodations Provision even requires Chelsey to participate in religious activities at same-sex wedding ceremonies—staying silent at such ceremonies when officiants ask if anyone objects to the marriage or bowing her

head during communion, prayers, and scriptural readings. *Id.* at ¶¶ 198, 223.

Because Chelsey will do all that at opposite-sex weddings, the Accommodations Provision requires the same at same-sex weddings. *See supra*, § I(C). But Chelsey cannot possibly do these things at same-sex wedding ceremonies—events devoted to celebrating same-sex marriage—without compromising her belief in celebrating marriage only between a man and woman. *See Lee*, 505 U.S. at 593 (“[T]he act of standing or remaining silent was an expression of participation in the rabbi’s prayer. That was the very point of the religious exercise.”); *Kaahumanu*, 682 F.3d at 799 (“The core of the message in a wedding is a celebration of marriage and the uniting of two people in a committed long-term relationship.”).

Louisville’s law also triggers strict scrutiny under the hybrid-rights doctrine. *Emp’t Div., Dep’t of Human Resources of Or. v. Smith*, 494 U.S. 872, 881-82 (1990) (applying strict scrutiny to “hybrid situation[s]” where free-exercise claim is linked with “other constitutional protections, such as freedom of speech.”). Although the Sixth Circuit does not recognize this doctrine, *Prater v. City of Burnside*, 289 F.3d 417, 430 (6th Cir. 2002), other circuits do. *See TMG*, 936 F.3d at 759-60; *Axson-Flynn v. Johnson*, 356 F.3d 1277, 1295 (10th Cir. 2004). Chelsey wishes to preserve this issue for appeal.

#### **V. The Accommodation and Publication Provisions fail strict scrutiny.**

Because Louisville’s law violates Chelsey’s constitutional rights, the law must pass strict scrutiny—“the most demanding test known to constitutional law.” *City of Boerne v. Flores*, 521 U.S. 507, 509 (1997). To do so, Louisville must prove that applying its law to Chelsey is narrowly tailored to serve a compelling interest. *Reed v. Town of Gilbert*, 135 S. Ct. 2218, 2226 (2015). Louisville can do neither.

As for a compelling interest, Louisville may assert a need to stop discrimination. But strict scrutiny “look[s] beyond broadly formulated interests” to

consider “the asserted harm of granting specific exemptions to particular ... claimants.” *Gonzales v. O Centro Espirita Beneficente Uniao do Vegetal*, 546 U.S. 418, 431 (2006). In other words, Louisville must identify an “actual problem’ in need of solving” and then limit its restriction only as “necessary to the solution.” *Brown v. Entm’t Merchs. Ass’n*, 564 U.S. 786, 799 (2011).

Any interest in stopping discrimination dissolves when applied to Chelsey because she does not discriminate against anyone. She merely declines to convey messages she disagrees with. *See, e.g.*, VC ¶ 208. So Louisville can curb discriminatory conduct without compelling Chelsey to convey objectionable messages. Court after court agrees. Anti-discrimination laws do not serve even legitimate interests when they compel speech. *See Hurley*, 515 U.S. at 578 (public accommodation law had no “legitimate end” when applied “to require speakers to modify the content of their expression”); *TMG*, 936 F.3d at 755 (“regulating speech because it is discriminatory or offensive is not a compelling state interest”); *Brush & Nib*, 448 P.3d at 914-15 (same). *Cf. Boy Scouts of Am.*, 530 U.S. at 659 (public accommodation law’s interests did “not justify” limiting “rights to freedom of expressive association). The same conclusion holds here.

Louisville’s interest also fails because other photographers are willing to photograph and participate in same-sex weddings. One online directory lists almost one hundred photographers in Louisville and over three hundred in Kentucky. VC ¶ 312-13. Many of these photographers openly celebrate same-sex marriage. *See id.* at ¶ 314; Decl. ¶¶ 256-310. With so many other photographers willing to celebrate same-sex weddings, forcing Chelsey to do so makes little sense.

To make matters worse for Louisville, compelling Chelsey lacks narrow tailoring: it is not “the least restrictive means among available, effective alternatives.” *Ashcroft v. ACLU*, 542 U.S. 656, 666 (2004). For one thing, Louisville could interpret its law not to cover message-based objections. Courts around the

country already do this without problem. *See supra*, § I(B)-(C) (citing cases in Arizona, Utah, Eighth Circuit, and elsewhere). The federal government adopts this logic for its laws as well. *See, e.g.*, 29 C.F.R. § 1604.2 (interpreting Title VII to allow production studios to make classifications when “necessary for the purpose of authenticity or genuineness...e.g., [selecting] an actor or actress”).

Next, Louisville could include a specific exemption for artists who speak about or participate in weddings. Mississippi already does that. Miss. Code Ann. § 11-62-5(5)(a). Or Louisville could track the federal public accommodations law and narrow its law to exclude expressive businesses. *See* 42 U.S.C. § 2000a(b) (defining public accommodations narrowly to apply to hotels, restaurants, theaters, and gas stations); Br. for the United States as Amicus Curiae Supporting Pet’rs at 22, *Masterpiece Cakeshop, Ltd.*, 138 S. Ct. 1719 (2018) (No. 16-111) (not every public accommodations law covers “artistic or commissioned-product businesses”). Many states already do this. *See, e.g.*, Fla. Stat. § 760.02(11); S.C. Code Ann. § 45-9-10(B).

In fact, Louisville *already* does this for sex-based classifications. *See* Metro Ordinance §§ 92.05(A), (C) (limiting sex-discrimination prohibition to restaurants, hotels, motels, and government-funded facilities). Louisville cannot explain why it allows other photographers to commit rank sex discrimination, but it must force Chelsey—who serves everyone regardless of status—to speak in favor of same-sex marriage. The under-inclusive scope of Louisville’s law undermines any basis for compelling Chelsey. *See Reed*, 135 S. Ct. at 2232 (law “cannot be regarded as protecting an interest of the highest order ... when it leaves appreciable damage to that supposedly vital interest unprohibited.”) (cleaned-up).

**VI. The Unwelcome Clause facially violates the First and Fourteenth Amendments because it is overbroad, vague, and allows unbridled discretion.**

The Publication Provision’s Unwelcome Clause prohibits speech that indicates someone’s “patronage of” or “presence at” a public accommodation “is objectionable, unwelcome, unacceptable, or undesirable.” Metro Ordinance § 92.05(B). This language is vague, overbroad, and grants unbridled discretion.

Vagueness: The Due Process Clause requires laws to give persons of ordinary intelligence an understanding of what the law allows and prohibits. *Kolender v. Lawson*, 461 U.S. 352, 357 (1983). It also requires laws to provide “minimal guidelines to govern law enforcement.” *Id.* at 358 (cleaned-up). A “more stringent vagueness” test applies to laws that regulate speech. *Village of Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 499 (1982).

The Unwelcome Clause fails this standard. The law does not define “objectionable, unwelcome, unacceptable, or undesirable.” Nor is it obvious what these terms ban. A person could take any critical statement related to a protected class on a business’s website as indicating they are unwelcome. For example, what if a business website said “Israel commits murder” or “Catholicism is wrong”? Does that indicate Jews or Catholics are unwelcome? What about Louisville Ballet’s statement about a performance promoting pro-LGBTQ stories saying it “cannot and will not be bystanders to hatred and prejudice?” Decl. ¶¶ 316-318; App. at 489. Does this indicate religious persons who oppose same-sex marriage are “unwelcome”? The Unwelcome Clause gives no answers.

Overbreadth: For much the same reasons, the Unwelcome Clause is overbroad. A law is overbroad when a “substantial number of its applications are unconstitutional, judged in relation to the statute’s plainly legitimate sweep.” *United States v. Stevens*, 559 U.S. 460, 473 (2010). Other courts have invalidated the Unwelcome Clause’s problematic language as overbroad. *See Brush & Nib*

*Studio, LC v. City of Phoenix*, 418 P.3d 426, 442-43 (Ariz. Ct. App. 2018) (striking “unwelcome,” “objectionable,” “unacceptable,” and “undesirable” language as overbroad); *Saxe v. State Coll. Area Sch. Dist.*, 240 F.3d 200, 215 (3d Cir. 2001) (Alito, J.) (invalidating harassment policy on “any unwelcome verbal” conduct as overbroad). *Cf. Miami Valley Fair Hous. Ctr., Inc. v. Connor Grp.*, 725 F.3d 571, 577-78 (6th Cir. 2013) (ban on advertisements that “discourage” certain protected classes would be overbroad). This court should as well.

*Unbridled Discretion*: A law allows unbridled discretion if it (1) “delegate[s] overly broad ... discretion to a government official” or (2) “allows arbitrary application,” because “such discretion has the potential for becoming a means of suppressing a particular point of view.” *Forsyth Cty. v. Nationalist Movement*, 505 U.S. 123, 130 (1992). The Unwelcome Clause does both. Its broad and undefined terms allow officials to punish speech on business websites they dislike while allowing speech they support. This type of arbitrary power is unconstitutional.

### **Conclusion**

Louisville undermines everyone’s freedom when it forces Chelsey to declare a view she opposes or to disobey a faith she holds dear. Because Louisville’s public accommodation law compels Chelsey to speak, to participate in religious ceremonies, and to censor her own speech, Chelsey asks this Court to stop this irreparable harm and grant her preliminary injunction motion.

Respectfully submitted this 19th day of November, 2019.

By: s/ Joshua D. Hershberger

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ATTORNEYS FOR PLAINTIFFS

\*Motions for *Pro Hac Vice* admission filed concurrently

**Certificate of Service**

I hereby certify that on November 19, 2019, I electronically filed the foregoing document with the Clerk of Court via the CM/ECF system. The foregoing document will be served via private process server with the Summons and Complaint to all defendants.

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ATTORNEY FOR PLAINTIFFS

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

**Chelsey Nelson Photography LLC,  
and Chelsey Nelson,**

Plaintiffs,

v.

**Louisville/Jefferson County Metro  
Government; Louisville Metro  
Human Relations Commission-  
Enforcement; Louisville Metro  
Human Relations Commission-  
Advocacy; Kendall Boyd**, in his  
official capacity as Executive Director of  
the Louisville Metro Human Relations  
Commission-Enforcement; and **Marie  
Dever, Kevin Delahanty, Charles  
Lanier, Sr., Laila Ramey, William  
Sutter, Ibrahim Syed, and Leonard  
Thomas**, in their official capacities as  
members of the Louisville Metro  
Human Relations Commission-  
Enforcement,

Defendants.

Case No. 3:19-CV-851-JRW

**Declaration of Chelsey Nelson in  
Support of Plaintiffs' Preliminary  
Injunction Motion**

I, Chelsey Nelson, declare as follows:

1. I am over the age of eighteen and competent to testify, and I make this  
declaration based on my personal knowledge.

2. I am the sole owner, member, employed photographer, editor, and blogger for Chelsey Nelson Photography LLC (“Chelsey Nelson Photography”).

3. Chelsey Nelson Photography is a for-profit limited liability company organized under Kentucky law and has its principal place of business located within the City of Louisville.

4. Since February 2015, I have operated a personal website hosted on <https://www.chelseynelson.com/>.

5. Since April 2015, I have operated a personal blog hosted on <https://www.chelseynelson.com/>.

6. In May 2016, I launched Chelsey Nelson Photography as a sole proprietorship.

7. At the same time, I transitioned my personal website into Chelsey Nelson Photography’s website (<https://www.chelseynelson.com/>), to advertise my business to the public and to allow the public to request my services.

8. A true and correct screenshot of Chelsey Nelson Photography’s homepage is in the Appendix at page 1.

9. Also at the same time, I transitioned my personal blog into Chelsey Nelson Photography’s blog so that I could publicly promote my photography studio, my artistic style, my approach to photography, and my personality to clients and the general public.

10. I also created the blog as a platform for me to be able to communicate my personal views on topics and to promote and celebrate stories about my clients.

11. In October 2019, I filed Chelsey Nelson Photography LLC’s Articles of Organization.

12. A true and correct copy of Chelsey Nelson Photography LLC’s Articles of Organization is in the Appendix at page 2.

13. I organized Chelsey Nelson Photography LLC as a limited liability company to gain the benefits of a limited liability corporate form.

14. I also adopted an Operating Agreement for Chelsey Nelson Photography LLC to codify my business's core beliefs, practices, and policies.

15. A true and correct copy of Chelsey Nelson Photography LLC's Operating Agreement is in the Appendix at pages 3-9.

16. Despite changing Chelsey Nelson Photography's corporate form, I have always operated my business in accordance with the same beliefs, practices, and policies.<sup>1</sup>

17. Chelsey Nelson Photography's website has sections for "Boutique Editing," "About Me," "Photography," and "Contact."

18. True and correct screenshots of portions of the "Boutique Editing," "About Me," "Photography," and "Contact" pages from Chelsey Nelson Photography's website are in the Appendix at pages 10-22.

19. My blog is also hosted on Chelsey Nelson Photography's website.

20. True and correct screenshots of portions of my blog are in the Appendix at pages 23, 27-29, and 284-303.

21. I created Chelsey Nelson Photography's website and my blog and I placed all of the content on these pages that is attributed to and posted by Chelsey Nelson Photography.

22. In addition to its website, Chelsey Nelson Photography has three social media accounts.

23. I created the Facebook page for Chelsey Nelson Photography and placed all of the content on this account that is attributed to and posted by Chelsey Nelson Photography.

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<sup>1</sup> Unless context indicates otherwise, the remainder of this declaration refers to Chelsey Nelson Photography LLC as "Chelsey Nelson Photography."

24. This Facebook page is viewable here

<https://www.facebook.com/chelseynelsonphotography>.

25. A true and correct screenshot of a portion of the homepage from Chelsey Nelson Photography's Facebook page is in the Appendix at page 24.

26. I transitioned my personal Instagram page into the Instagram account for Chelsey Nelson Photography and placed all of the content on this account that is attributed to and posted by Chelsey Nelson Photography.

27. The Instagram page is viewable here

<https://www.instagram.com/mrs.chelseynelson/>.

28. True and correct screenshots of Chelsey Nelson Photography's Instagram pages are in the Appendix at pages 25 and 324-331.

29. I transitioned my personal Pinterest page into the Pinterest account for Chelsey Nelson Photography and placed all of the content on this account page that is attributed to and posted by Chelsey Nelson Photography.

30. The Pinterest page is viewable here

<https://www.pinterest.com/mrschelseynelson/>.

31. A true and correct screenshot of a portion of Chelsey Nelson Photography's Pinterest page is in the Appendix at page 26.

Religious beliefs and introduction to photography

32. I am a Christian.

33. I became a Christian when I was about five or six years old.

34. I am affiliated with the Southern Baptist Convention, a Christian denomination.

35. I attend Clifton Baptist Church in Louisville, Kentucky.

36. Among other things, I believe God has revealed His will in the Bible, that God created people to love Him more than everything else, that people have loved other things more than God, and that everyone needs forgiveness offered

through God's son, Jesus. (Isaiah 43:21; Romans 1:23; Romans 6:23; Colossians 1:16; 2 Timothy 3:16).<sup>2</sup>

37. I base my religious beliefs on the Bible.

38. So long as the teachings are consistent with my interpretation of the Bible, I also base my religious beliefs on the teachings of the Southern Baptist Convention and the teachings of the pastors at Clifton Baptist Church.

39. My religious beliefs are central to my identity and inform my understanding of the world, including truth, morality, purity, beauty, and excellence.

40. My religious beliefs also shape my business, my art, and my photography.

41. My passion for photography began when I was seven years old as I experienced a photograph's power to tell a story.

42. After my family was displaced from our home due to a tornado, we had to move in with family acquaintances.

43. While staying with this family, I spent hours looking through their photo albums.

44. This activity helped me to connect with the host family by learning about their everyday moments and special events, to grasp the greater value of people over things, and to process the temporary loss of my home.

45. Afterwards, whenever I would visit my grandmother's house, I would run to the photo collages hanging around her house. I loved seeing the photographs of my cousins and me playing, family barbeques, and other special events celebrated by my family.

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<sup>2</sup> All Bible citations reference the English Standard Version.

46. As a young teenager, I started going through my family's collection of home videos and photo albums.

47. The family videos and photographs helped me to look back in time and appreciate how wonderful my childhood was.

48. I received my first camera right before a church mission trip in high school and fell in love with photography.

49. I carried that camera with me everywhere and took photographs of my friends throughout high school and church youth group.

50. After graduating college, I started working at a full-time job to pay the bills, but I was yearning for an opportunity to use my creative talents.

51. As I looked for ways to be creative outside of work, I fell head over heels for blogging. I loved how blogs allowed photographers to combine their beautiful photographs with words to tell a story to the public.

52. Because of my love of storytelling through photography and blogging, I decided to start my own personal website and blog so that I could display my photographs and write stories about things that had personal significance to me—like going apple picking with friends, recipes, and Christmas.

53. Eventually, I decided to start Chelsey Nelson Photography so that I could pursue my passion for storytelling full-time.

54. All of these personal experiences influence how I approach my wedding photography, editing, and blogging, and photograph editing.

55. As I explain on the blog post announcing the creation of Chelsey Nelson Photography, my early vision of the power of storytelling through photographs influences my approach to photography today: "My hope is to give that gift to others - beautiful images that will represent special memories, become family heirlooms, and tell the story of each legacy represented, because it matters."

56. The above statement is viewable here:

<https://www.chelseynelson.com/blog/chelsey-nelson-photography-open-for-business>.

57. True and correct screenshots of the relevant portion of the above blog post and website is in the Appendix at pages 27-29.

Chelsey Nelson Photography and its positive stories

58. When I founded Chelsey Nelson Photography, I wanted to tell positive stories through photography, editing, and writing about weddings between a man and a woman because weddings are such significant and joyous events and because I believe marriage between a man and a woman is a gift from God that should be treasured and celebrated.

59. I also wanted to tell positive stories through photograph editing about all kinds of subjects because I believe that all art should glorify God by reflecting and promoting what is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy. (Philippians 4:8).

60. When I receive a request to provide wedding celebration or boutique editing services, I meet with the prospective client during an initial consultation.

61. Whenever possible, I try to conduct the initial consultation in person.

62. During the initial consultation, I seek to make a personal connection with every prospective client because I believe the Bible instructs me to love and care for my neighbors. (Mark 12:31).

63. During the consultations for wedding celebration services, I ask about the engaged couple, their relationship, how they met and became engaged, their tastes, and their wedding day.

64. I need and use this information to build rapport with the couple, to customize my wedding celebration services to fit the clients' needs, and to inspire me on how to express the couple's joy and excitement in my photography and blogging.

65. During consultations for wedding celebration and boutique editing services, I also explain my studio's policies, pricing, and packages during this time.

66. If the prospective client and I decide to move forward, the client must sign a customized version of Chelsey Nelson Photography's form service agreement.

67. I take these form service agreements and customize them to reflect the specific services to be provided and the price of those services.

68. A true and current copy of the form service agreement for wedding celebration services is in the Appendix at pages 30-36.

69. For my wedding celebration services, my packages including all photography, editing, and blogging typically begin at \$3,500.

70. For my boutique editing services, I typically charge approximately \$.33 per edited image.

71. A true and current copy of the form service agreement for boutique editing services is in the Appendix at pages 37-43.

72. For my wedding celebration services, I also provide my wedding clients with a bridal magazine entitled "The Wedding Experience: A Guide for all Chelsey Nelson Brides."

73. The magazine provides practical advice to my clients for their engagement sessions, including when to schedule the photoshoot for the best lighting and what to wear.

74. The magazine also provides practical advice to my clients for their wedding day, including a suggested timeline for photographing all aspects of the wedding, bouquet and veil options, and a sample list of formal family photographs.

75. Throughout the magazine, I also explain my approach to engagement and wedding photography and offer advice on how to make the wedding day extra special.

76. A true and correct copy of the magazine is in the Appendix at pages 44-117.

77. Chelsey Nelson Photography's website explains some of my beliefs about marriage and photography in an "I Believe" section:

+ I believe God's vision for **marriage is beautiful**, and one of his sweetest gifts to us in this life to be treasured and held in honor.

+ I believe the **permanence** of marriage brings a freedom to blossom and grow as a person like nothing else.

+ I believe the work we do in our marriages each day can make this world a better place for future generations. The marriage your children grow up observing will have **one of the biggest impacts** on their life.

+ I believe in **spreading the truth and love of Jesus** by showing off his creativity in creation.

+ I also believe in tickle fights, **cuddles**, playful banter and seeing things with a glass half full.

Because life is too short to live any other way.

78. The above post is viewable here:

<https://www.chelseynelson.com/weddings>.

79. A true and correct screenshot of the relevant portion of the above blog post and website is in the Appendix at page 17.

80. When I'm commissioned to provide wedding celebration services, I take engagement and wedding photographs of my clients, edit those photographs, and post them to my blog and social media sites where I write comments which publicly promote and celebrate my clients' wedding and the gift of marriage.

81. I photograph my clients' engagement session.

82. I normally conduct engagement sessions in local parks because of naturally beautiful colors, scenery, and lighting offered there.

83. I seek to and do photograph the engagement session in a way that captures the engaged couple's love for each other, the joy and excitement about their upcoming marriage, and the beauty of their relationship.

84. For this reason, I frequently photograph the engaged couple hugging, kissing, and showing love and affection for each other.

85. I also direct the couple to pose in certain ways to elicit the joy, playfulness, and romance of the couple's engagement and the anticipation of their marriage.

86. Such poses often include the couple embracing, walking hand-in-hand, and looking longingly into each other's eyes, as well as close-ups of the engagement ring.

87. I also photograph impromptu moments between the couple.

88. During the engagement session, I frequently watch and talk to the engaged couple to learn about them and to draw inspiration for telling a positive story about their relationship.

89. By way of example, I photographed the following engagement session photos:



90. True and correct copies of the immediately above photographs and additional engagement photographs I have taken and edited are in the Appendix at pages 118-148.

91. When I photograph engagement sessions, the photographs I create are materially similar to those photographs cited immediately above as well as the engagement photographs that can be seen on my website, blog, and social media sites.

92. On the day of the wedding, I photograph the wedding ceremony preparation, the wedding ceremony, and the reception.

93. I arrive early to photograph the wedding venue and its surroundings.

94. During this time, I photograph details like the wedding dress hanging in the dressing room, the bride's shoes, the wedding rings, the wedding program, flower bouquets, and any other unique mementos that reflect the bride's and groom's personality.

95. Then I photograph the bride and groom separately in their dressing rooms as they prepare for the wedding and interact with their wedding party.

96. During this time, I also photograph organic moments like the bride putting on her wedding dress and makeup, the groom putting on his tuxedo and reviewing his vows, and the wedding party laughing and rejoicing together.

97. After the preparation shots, I usually photograph the "first look"—the time when the couple first sees each other on their wedding day.

98. Because I photograph this first look alone with the bride and groom, this is an intimate and special time that I share with the couple.

99. After the first look, I typically photograph portraits of the bride and groom, portraits of the wedding party, and interactions between wedding party members.

100. During the ceremony, I photograph the wedding's most special moments including the parents and grandparents walking down the aisle, the wedding party walking down the aisle, the bride walking down the aisle, the groom's face seeing his future wife, the bride's father giving his daughter away, the couple gazing at each other, the couple exchanging rings, the officiant issuing the charge and delivering the homily, the couple kissing before the attendees, and the officiant announcing the couple as husband and wife.

101. To capture each of these moments in the most uplifting and intimate way, I navigate the ceremony and sometimes position myself near the front of the wedding venue where the audience can see me.

102. After the ceremony, I photograph the wedding reception's most special moments.

103. These moments include the bride and groom entering the reception venue, the bride's father dancing with his daughter, the groom's mother dancing with her son, cutting the wedding cake, and dancing by wedding guests.

104. I also choreograph the bride and groom leaving the reception to illustrate the joy and excitement of the new husband and wife.

105. Throughout the wedding day, I constantly encourage the couple, the wedding party, and wedding guests to enjoy the wedding day and each other, and I rejoice with them about the upcoming marriage.

106. This personal encouragement is essential because it prompts the couple, the wedding party, and wedding guests to respond positively and then allows me to photograph their positive responses.

107. Throughout the wedding day or an engagement session, I am constantly making decisions about what and how to photograph and about what to instruct people to do so that I can effectively photograph the beauty, truth, joy, and goodness of marriage and tell a positive story about the couple's marriage.

108. For example, I consider the following factors when photographing: a photograph's subject matter, exposure (amount of light recorded), aperture (the size of the opening in the lens), ISO number (measure of light sensitivity), color temperature and white balance (the color created by particular lighting and its effect on a photograph), camera flash, depth of field (measure of how much of a scene will be in focus), focus, shutter speed (how long the shutter remains open), ambient light, perspective (the spatial relationships between objects in the frame), composition (the organizational structure of objects in a scene), camera angles, empty space, background, and subject poses.

109. Each of these factors can be changed to alter the message and mood of a photograph.

110. For example, I frequently adjust brightness to evoke emotion and stylize photographs to emphasize certain colors over others.

111. By way of example, I photographed the following wedding photos:





112. True and correct copies of the immediately above photographs and additional wedding photographs I have taken and edited are in the Appendix at pages 149-272.

113. When I photograph weddings, the photographs I create are materially similar to those photographs cited immediately above as well as the wedding photographs that can be seen on my website, blog, and social media accounts.

114. After I photograph an engagement session or wedding, I edit the photographs.

115. During this editing process, I initially review each photograph and discard any that do not meet my artistic or moral standards, such as photographs that are out of focus or inadvertently contain sensitive content.

116. I also review each photograph to ensure that it fits within the overall story I seek to communicate about the couple's marriage.

117. The initial review requires me to look through hundreds or thousands of photographs, depending on the engagement session or wedding's length.

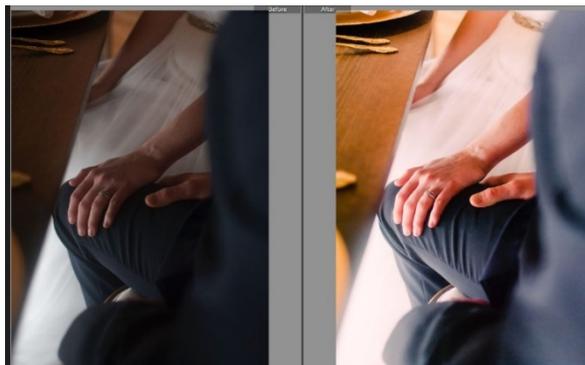
118. The initial review allows me to provide my clients with a manageable number of photographs that most meaningfully celebrate the couple's marriage.

119. Once I complete the initial review, I edit the photographs.

120. My editing judgments include adjusting the white balance to alter a photograph's tint, tone, exposure, contrast, highlights, shadows, whites, blacks, clarity, vibrance, and saturation; adjusting the color of the image to alter the hue, saturation, and luminance (which, for example, could eliminate shadows of color on the image's subjects); adjusting the photograph in the split toning panel to bring strategic warmth to a photograph; sharpening the details in the photograph or implementing noise reduction to improve an image's detail, contrast, color, and smoothness; and cropping and straightening an image or constraining an image to particular dimensions.

121. I consider each of these types of editing tools and more when I approach each photograph.

122. By way of example, I took and edited the following photographs with the edited and finalized photograph on the right:



123. True and correct copies of the immediately above photographs and additional engagement and wedding photographs I have taken and edited are in the Appendix at pages 273-283.

124. When I edit wedding photographs, the photographs I create are materially similar to those photographs cited immediately above as well as the engagement and wedding photographs that can be seen on my website, blog, and social media sites.

125. After I have taken photographs of the clients' engagement session or wedding and edited them, I choose several of my favorite photographs to post on my blog.

126. In each blog post, I write comments to accompany those photographs and celebrate the couple's engagement or wedding, encourage the couple, and share positive stories promoting marriages between a man and a woman.

127. My blog is an integral part of Chelsey Nelson Photography's business and my wedding celebration services for many reasons.

128. Posting photographs and text about engagements and weddings on my blog allows me to publicly promote my photography studio, my artistic style, my approach to engagement and wedding photography, and my personality to clients and the general public.

129. All of this allows me to attract potential clients.

130. Posting photographs and text about engagements and weddings also allows me to publicly honor and encourage the couple, to celebrate their marriage, to publicly tell uplifting stories about the couple and the beauty of marriage in ways more powerful than through photography or words alone, and to share the joy of marriage between a man and a woman with as many people as possible.

131. My blog also allows me to provide a preview to clients of photographs they will receive later.

132. And based on my interactions with clients, I have found that clients become excited and greatly appreciate it when I post about their wedding on my blog and when I publicly celebrate their wedding and marriage on my blog so that their friends and the public can see these posts.

133. Other commissioned photographers post wedding photographs on their blogs or social media sites and make congratulatory comments about the weddings they photograph on those sites. *See, e.g., infra* ¶¶ 259-311.

134. But my unique approach to photography and to celebrating marriage as explained in my blog posts help set Chelsey Nelson Photography apart from these photographers and from photographers who do not provide this service at all.

135. I therefore consider and use my blogging as a way to provide distinct value to my clients—to offer them public recognition and praise that some photographers do not offer, to provide a preview of some photographs, to allow

clients to become publicly associated with me and my brand, and to let clients reach a more public audience with their photographs than they otherwise could.

136. Comments that I have written and posted on my blog for clients' engagements include:

- Jess and Tim's Locust Grove engagement session brings me back to warmer days! Both Jess and Time have hearts for missions and spreading the gospel (which also played a major role in how they met overseas!). I can't wait to see how the Lord uses them as a marriage couple.
- I was so excited when Kelsey and Andrew immediately jumped at the idea to do their fall engagement session at Red River Gorge! We had a beautiful cool day to explore the park trails and find views layered with the best colors fall had to offer.
- We had near perfect weather for this fall Cherokee Park engagement session! This was the first week we really started to get chilly temps, and it made this session all the more cozy.
- Engagement sessions are always so much fun. There are plenty of butterflies, giggles, excitement, and tender romance because hey, you're getting married!
- I'm honored to get to work with such special people like Andrew and Annie.
- On August 4th, we'll get to celebrate their wedding and the start of their family! It doesn't get any better than that!

137. These comments are materially similar to all comments I write and post as part of the blog posts for engagement sessions.

138. The above blog posts are viewable here:

- <https://www.chelseynelson.com/blog/locust-grove-engagement-session;>
- <https://www.chelseynelson.com/blog/red-river-gorge-engagement-session;>

- <https://www.chelseynelson.com/blog/cherokee-park-engagement-photos>; and
- <https://www.chelseynelson.com/blog/annie-andrews-engagement-session-louisville-kentucky>.

139. True and correct screenshots of the relevant portions of the above blog posts and websites are in the Appendix at pages 284-290.

140. Comments that I have written and posted on my blog for weddings I have photographed include:

- I always enjoy hearing how a couple met. Isn't it interesting how a few decisions could lead to something as significant as meeting your spouse?!
- Annie was one of the happiest brides I've ever been with on a wedding day. From clapping her hands together at the altar to her giddiness during their first dance, it was a refreshing display of pure joy that I couldn't help but absorb and feel myself.
- I lost count of the times people came up to me to say how perfectly matched Annie and Andrew were. I saw the relief when Annie's mother Janie started explaining what a wonderful young man her daughter was marrying. The day your child gets married is a precious milestone and I was honored to be with a family that made me feel so welcomed and appreciated.
- Catie and David overcame a list of obstacles on their journey to this day. They suffered the loss of close loved ones, their original photographer didn't work out last minute, the caterer went out of business, and that's just the beginning. But what stood out to me on the day of their wedding was their resolve. Above all, they wanted to be husband and wife. I'm so glad they got the day they hoped for through all of the struggles they navigated together. They savored the reward of a day all about the people they've become through the patience and love they've granted one another, and by the relationships with close family and treasured friends. I hope you enjoy this peek into the best day of their lives as much as I enjoyed capturing it.

- Every church pew was filled to the brim for Jeffrey and Emmy's wedding. The excitement to watch these two make their lifetime commitment to one another saturated the room with joy. Getting to witness Jeffrey and Emmy on their wedding day was a privilege I don't take lightly, and I'm excited to share some highlights of their day!
- There were so many beautiful, thought-out details that it's hard to pick favorites, but I must say their unity cross was a wonderful way to honor their coming together.
- It was an honor to document Emily and Daniel's Locust Grove wedding photography!
- There is something very sacred about a wedding ceremony, and I can't help but feel reverent when I witness a couple vowing their lives to one another before God, their families, and friends. They certainly left an impression on me and I left the day feeling grateful that I got to spend it with them and their families to celebrate their marriage.

141. These comments are materially similar to all comments I write and post as part of the blog posts for weddings.

142. The above blog posts are viewable here:

- <https://www.chelseynelson.com/blog/southern-seminary-wedding;>
- <https://www.chelseynelson.com/blog/annie-andrew-frankfort-wedding;>
- <https://www.chelseynelson.com/blog/catie-davids-wedding-at-gingerwoods;>
- <https://www.chelseynelson.com/blog/wedding-emmy-and-jeffrey;>
- <https://www.chelseynelson.com/blog/georgetown-kentucky-wedding-photography;> and
- [https://www.chelseynelson.com/blog/locust-grove-wedding-photography.](https://www.chelseynelson.com/blog/locust-grove-wedding-photography;)

143. True and correct screenshots of the relevant portions of the above blog posts and websites are in the Appendix at pages 291-301.

144. As I mentioned, my blog is a way for me to advertise Chelsey Nelson Photography, my personality, and my approach to wedding photography.

145. For example, in a blog post entitled “How to Navigate Family Dynamics on Your Wedding Day: My Best Advice,” I wrote:

I’d be the first to say your wedding day will be one of the happiest days of your life. It’s like you’ve traveled through time mentally, because now you finally know the name of your husband, his voice, exactly who he is, but you also probably remember what it was like wondering and daydreaming about who that man would be, hoping for it, praying for it. The entire season of your engagement and preparing your heart for marriage is something to savor. But every family likely has dynamics that could bring some stress into planning and enjoying this once-in-a-lifetime event you’ve envisioned.

As your photographer, I recognize the privilege it is to not only serve you, but also serve your family. I have a VIP pass into your sacred moments. When your Dad who never cries starts weeping in joy when he sees you as a bride, I’m there. When you make a vow before God, your family, and your friends, I’m cheering you on with everyone else. I care about your marriage and your family. So inviting me in (however much you feel comfortable) if there are scenarios you anticipate could be uncomfortable can help take stress off of you as I’m able to help navigate with your best interests at heart. As an example, if there are any sensitive situations that could make taking family formals tense or difficult, it could be helpful to let me know ahead of time so I can accommodate your family and make sure everyone is as comfortable as possible through each transition. You can think of me as an honorary bridesmaid, extra hair pins in hand.

146. The above blog post is viewable here:

<https://www.chelseynelson.com/blog/how-to-navigate-family-dynamics-on-your-wedding-day>.

147. True and correct screenshots of the relevant portion of the above blog post and website is in the Appendix at pages 302-303.

148. Before I launched Chelsey Nelson Photography, I took a webinar course on how to start a photography business from Jenna Kutcher, an entrepreneur, photographer, and educator.

149. Ms. Kutcher emphasized the importance of creating a blog for my business during that course.

150. Ms. Kutcher continues to instruct entrepreneurs in the photography industry (like me) to blog.

151. For example, one of her blogs is entitled “Dear Jenna: I don’t ‘get’ why blogging matters.”

152. In that post, Ms. Kutcher explains that with a photographer’s blog “Not only can you curate a story with words and photos, you can give your audience a chance to connect with you beyond pretty pictures. You get to choose what shows up on your blog so every selected image can be on brand and trust me, your clients will take notice in the fact that you were connected to them beyond just their session or wedding day!”

153. Ms. Kutcher also explains that a blog is “a tool to share my images with my clients BEFORE their entire gallery is complete. It’s my chance to share the ‘wedding day story’ while the excitement is still high.”

154. The above blog post is viewable here:  
<https://jennakutcherblog.com/dear-jenna-dont-get-blogging-matters/>.

155. True and correct screenshots of the relevant portion of the above blog post (with highlights added) and website is in the Appendix at pages 304-306.

156. For these reasons and others, I consider it vital to bundle my engagement and wedding photography, my editing, and my blog because this bundle enables me to tell a more complete, thorough, and passionate story about the couple’s engagement or wedding and about marriages between a man and a woman.

157. Within six weeks of the wedding, I deliver the edited photographs to my clients by placing them in a password-protected online gallery which displays Chelsey Nelson Photography’s name.

158. I arrange the wedding pictures on this online gallery in a way that tells a positive story about the couple and their wedding day.

159. I give my clients the password to access the online gallery so that they can see, download, or print the photographs.

160. When clients access this gallery, the gallery contains their name and the client's photographs.

161. Frequently, my wedding clients ask me if they can give their guests, friends, and family access to the online gallery to print and download pictures.

162. I allow such access.

163. Once I have completed editing all of the wedding photographs, I give my clients the option of purchasing a keepsake box containing up to fifty archival quality wedding photographs.

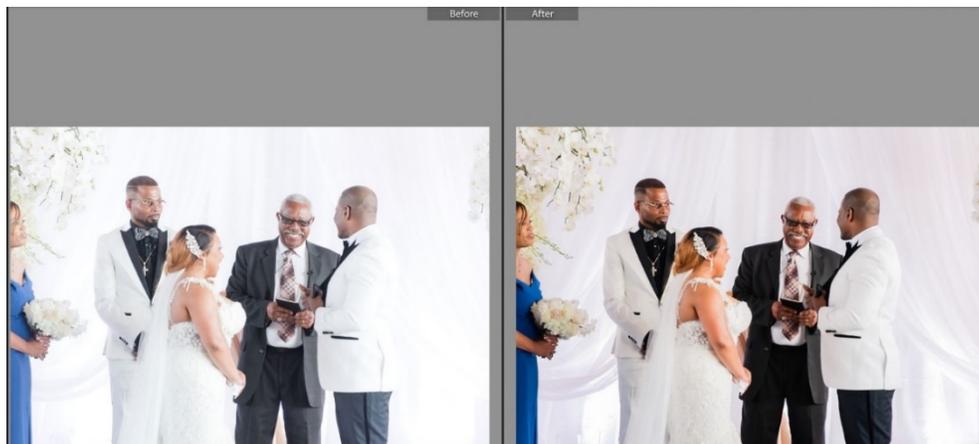
164. A true and correct copy of an image of the above keepsake box is in the Appendix at page 307.

165. The keepsake box referenced in paragraph 164 is materially similar to all of the keepsake boxes I provide to my wedding celebration services clients.

166. When I'm commissioned to provide boutique editing services for wedding photographers, I edit the photographs to communicate a positive story about each couple, about their marriage, and the joy of marriage between a man and a woman.

167. By way of example, I edited the following photographs for wedding boutique editing services clients, with the edited and finalized photograph on the right:



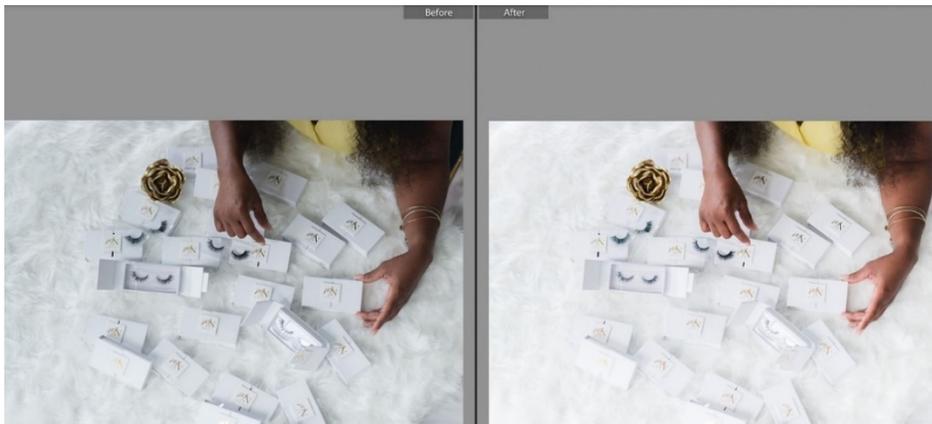
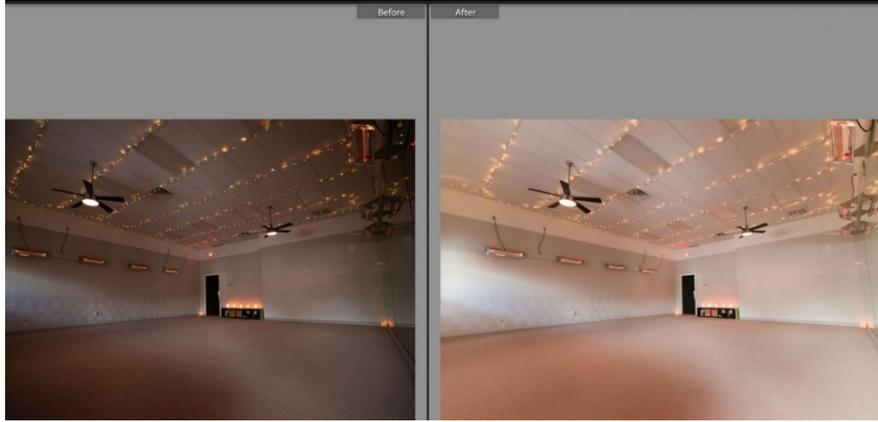


168. True and correct copies of the immediately above edited photographs and additional edited wedding photographs are in the Appendix at pages 308-320.

169. The way I edited the immediately above photographs is materially similar to the way I edit wedding photographs.

170. When I'm commissioned to provide boutique editing services for commercial photographers, I edit the photographs to reflect the nature of the business or product and to convey the business or product in the most positive light possible.

171. By way of example, I edited the following photographs for commercial boutique editing services clients, with the edited and finalized photograph on the right:



172. True and correct copies of the immediately above edited photographs and additional edited commercial photographs are in the Appendix at pages 321-323.

173. The way I edited the immediately above photographs is materially similar to the way I edit commercial photographs.

174. My process for editing photographs for my boutique editing service is materially similar to my editing process for photographs I take myself for wedding celebration services. *See supra* ¶¶ 114-124.

175. The primary difference between editing for boutique editing services and wedding celebration services is that for the former I consider the style of my photographer client in addition to other factors.

176. In addition to Chelsey Nelson Photography's website and my blog, I also use Chelsey Nelson Photography's Instagram account to promote my business, explain my approach to photography, and convey positive messages about marriage.

177. Comments that I have written and posted on Chelsey Nelson Photography's Instagram page include:

- One of the hardest parts of a wedding day is saying goodbye to the bride and groom at the end of the night! Strangers turn into clients, and then clients turn into friends.

You're likely to see me tearing up in the corner of a room sharing a tissue box with the mother of the bride at some point. I can't help it!

All of the happiness and connection definitely gets me feeling high on life, but my second favorite part is actually post production - all of the editing in my home office with Hugo sitting in my lap! 🐶 ....

Carefully editing each image is another art form altogether, and it's magic. The pixie dust on top of a fairytale day. ✨

- + One of my goals as a photographer is to convey a feeling - sometimes that's coziness (cozy is a feeling for me), romance, euphoric happiness, silent wonder – there's always something beautiful to show off in God's creation!

- I've been dedicating a lot of time lately to lifting the layers of what I believe about marriage to understand how it influences the way I see the world, and with that, how it translates to my philosophy of photography.

Reflecting on these truths gives me that thump in your heart, tear in your eye, deep conviction that, love me or leave me, this is what I'm all about.

I believe God's vision for marriage is beautiful, and one of his sweetest gifts to us in this life to be treasured and held in honor.

- Ah, the details. I always gravitate to them. So much time and thought are built into each detail of a wedding, it's important to document it.



- Your wedding is likely the only time in your life you'll have such a group of loving friends and family all in one place, celebrating you. It's pure magic when that sentiment is reflected in how a couple plans the day that marks the start of their new family.

- Every bride deserves that moment when they can't help but smile from ear to ear at the fact that they just married their best friend. ❤️ ☐
- I've found that photography helps point me to cherishing God's creativity. Sunsets, celebrating marriages, mothers holding their children for the first time - all beautiful gifts from God. I'm sharing some musings on the blog this week on chelseynelson.com. What helps you notice God's creativity?

178. The above Instagram posts are viewable here:

- <https://www.instagram.com/p/BmL0FleBa9i/>;
- <https://www.instagram.com/p/BbCjdrBl0AG/>;
- <https://www.instagram.com/p/BZjQpZDgAsL/>;
- <https://www.instagram.com/p/BQQju6TADwC/>;
- <https://www.instagram.com/p/BP5UH81gItX/>;
- <https://www.instagram.com/p/BPFxWpLAp2U/>; and
- <https://www.instagram.com/p/BI8KEyKgwni/>.

179. True and correct screenshots of the relevant portions of the above Instagram posts and websites are in the Appendix at pages 324-331.

180. When I post on Chelsey Nelson Photography's Instagram about marriage and my wedding photography, I post in materially similar ways as those posts above and as the other wedding posts on the studio's Instagram account.

My editorial and artistic discretion

181. Through Chelsey Nelson Photography, I provide wedding celebration services and boutique editing services which promote the message that God ordained marriage to be a lifelong covenant between one man and one woman so that this relationship would point people to the special relationship between God and His bride, the church. (Genesis 1:27-28, 2:24; Matthew 19:3-9; Ephesians 5:22-33; 1 Corinthians 7:10-16).

182. By creating stories through photography, editing, and words that positively depict the beauty, commitment, intimacy, and love embodied in engagements, weddings, and marriage between one man and one woman, I believe I

honor God and am able to promote His design for marriage to my clients, their friends, and the public.

183. I also believe that I honor God by telling stories through my wedding celebration services and boutique editing services by creating images and words that glorify God by reflecting and promoting what is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy.

184. Because of these beliefs, I, through Chelsey Nelson Photography, cannot rejoice in, condone, participate in, positively portray, or promote anything dishonorable to God. (Isaiah 5:20; Ephesians 5:1-14; 1 Timothy 5:22; 1 Corinthians 10:1-22; 2 Corinthians 6:14-18).

185. For these reasons, I only accept requests for services which are consistent with my editorial, artistic, and religious judgments.

186. This discretion is standard practice for commissioned wedding photographers who decline to create content that violates or compromises their beliefs in some way based on their editorial and artistic judgment.

187. Many commissioned photographers in Louisville, and elsewhere around the country, limit their photographs based on their artistic vision for subject matter and style.

188. For example, Jeff & Michele Fine Art Wedding Photographers state on their website “that there’s a certain ‘bride’ that is a ‘Jeff & Michele’ kind of bride.”

189. The above statement is viewable here:  
<https://jeffandmichelephoto.com/about>.

190. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 332.

191. Todd Pellowe’s website states that he does not shoot family photographs “at this time. I specialize in wedding photography. It’s kind of a

passion. I've found that in life you've got to say no to really good things so that you can say yes really well to the best things."

192. The above statement is viewable here:

<https://www.toddpellowe.com/about#faq>.

193. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 333.

194. Tammy Howell Photography's website states

Every photographer has a style that can be consistently be [sic] seen in their work. My style has often been described by clients as "crisp" and "clear." I take that as a compliment, as my goal is to use creative lighting techniques and a mastery of technical skills to create perfect images. Of course a perfect photo means nothing, if there is no meaning in the photo.

Each of these photos below has a story, and I feel so privileged to be able to tell it. If you think my style and vision is how you want to remember your day, please contact me! I would love to document the start of your new family :)

195. The above statement is viewable here:

<https://www.tammyhowell.com/weddings>.

196. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 334.

197. Molly Margaret Photography's website states

I love to shoot up close, natural and bright images. I try to stay away from extreme "fad" images so your wedding photos will stay classic and timeless for so many years to come.

198. The above statement is viewable here:

<https://www.mollymargaretphotography.com/faq>.

199. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 335.

200. Because of my religious beliefs, I would decline requests for wedding celebration and boutique editing services if the request required me to use my

artistic talents to promote or positively portray anything immoral, dishonorable to God, or contrary to my religious beliefs.

201. For example, I would decline to photograph or edit a photograph of a cosplay superhero-themed wedding between a man and a woman, certain “trash-the-dress” photographs, or certain other themed engagement sessions or weddings because doing so would be contrary to my artistic judgments and my belief that engagements and weddings are joyous, uplifting, and solemn occasions that should be celebrated and venerated.

202. Other wedding photographers exercise their editorial and artistic judgment differently than I do.

203. For example, David Orr Photography photographed a cosplay superhero-themed wedding where the couple wanted to have a “sort of ‘cosplay’ themed wedding” because they were “both so heavily inspired by comics, movies and games, and attend MANY pop-culture conventions . . . .”

204. The above statement and photographs attributed to David Orr Photography are viewable here:

<https://www.davidorrphotography.com/blog/2017/4/28/cosplay-geek-wedding>.

205. True and correct copies of the above statement, photographs attributed to David Orr Photography, and the above website are in the Appendix at pages 336-347.

206. Many photographers take “trash the dress” photos which one website described as “a style of wedding photography that botches the traditional elegant style . . . and the dress itself!”

207. “Trash the dress” style photographs I would not photograph include the following two examples:



208. The above statement and additional “trash the dress” photographs are viewable here: <http://www.bridebox.com/blog/trash-the-dress/>.

209. True and correct screenshots and copies of the above statement, photographs, and images of the relevant portions of the above website are in the Appendix at pages 348-355.

210. Matthew Druin + Co Photography took engagement photographs based on the television show the Walking Dead. The photographer “planned for weeks getting the cast, sketches, makeup, shot list, lighting and equipment, zombie bait, and much more to make everything happen. The day before the shoot the weather called for 50% chance of rain all day, so we were a little stressed about it. The morning of the shoot, it rained but cleared up creating the perfect zombie conditions.”

211. Matthew Druin + Co Photography’s photographs include the following:



212. The above statement and additional photographs are viewable here:

<https://www.matthewdruin.com/zombie-engagement-session-atlanta/>.

213. True and correct screenshots and copies of the above statement, photographs, additional photographs attributed to Matthew Druin + Co, and images of the relevant portions of the above website are in the Appendix at pages 356-361.

214. As another example, Erin Morrison Photography has taken Game of Thrones-themed bridal photographs for a Game of Thrones-themed wedding.

215. Erin Morrison Photography's photographs include the following:



216. The above photographs and additional photographs are viewable here:

<https://erinmorrisonphotography.com/game-of-thrones-bridal-photos/>.

217. True and correct copies of the relevant portions of the above website and additional photographs attributed to Erin Morrison Photography and images of the above photographs are in the Appendix at pages 362-365.

218. In addition to the types of engagement and wedding photographs listed in paragraphs 202-217, I also would decline requests for wedding celebration services or boutique editing services for a same-sex wedding, regardless of who requested the service.

219. I would decline such a request because of my religious beliefs that God created marriage to be an exclusive covenant between one man and one woman

(Matthew 19:3-9; Hebrews 13:4; 1 Corinthians 6:9-20), and my belief that I cannot tell stories promoting or celebrating any wedding or marriage not between one man and one woman.

220. My beliefs on same-sex marriage come from my interpretation of the Bible.

221. My beliefs on same-sex marriage are also informed by the Southern Baptist Convention's ("SBC") teachings on marriage and same-sex marriage.

222. The SBC's 1996 Resolution on Homosexual Marriage reaffirms "Marriage is God's idea established in the order of creation to be a permanent union of one man with one woman (Gen. 1:28, and 2:24), and marriage is therefore first and foremost a divine institution (Matt. 19:6) and only secondarily a cultural and civil institution; and . . . Jesus reaffirmed the origin of marriage in the order of creation and declared marriage to be a sacred, monogamous and life-long institution joining one man with one woman (Matt. 19:4-6); . . . ."

223. The above statement is viewable here:

<http://www.sbc.net/resolutions/614/resolution-on-homosexual-marriage>.

224. The SBC's 1998 Resolution on Strengthening the Marriage Covenant reaffirms "Marriage is the uniting of one man and one woman in covenant commitment for a lifetime; and . . . [t]he husband and wife forming a two-parent family is God's ideal, ordained by God to perform a unique role in the birth, loving discipline, and nurture of children; . . . ."

225. The above statement is viewable here:

<http://www.sbc.net/resolutions/699/resolution-on-strengthening-the-marriage-covenant>.

226. The SBC's 2003 Resolution on Same-Sex Marriage reaffirms "Jesus states that marriage is a sacred, lifelong bond between one man and one woman (Matthew 19:4-6)" and proclaims "[l]egalizing same-sex 'marriage' would convey a

societal approval of a homosexual lifestyle, which the Bible calls sinful and dangerous both to the individuals involved and to society at large (Romans 1:24-27; 1 Corinthians 6:9-10; Leviticus 18:22); . . . .”

227. The above statement is viewable here:

<http://www.sbc.net/resolutions/1128/on-samesex-marriage>.

228. The SBC’s 2008 Resolution on the California Supreme Court Decision to Allow Same-Sex Marriage reaffirms “Marriage is ordained by God as a permanent union of one man and one woman (Genesis 1:27-28; 2:24); and . . . Jesus reaffirmed marriage as a sacred, monogamous, and life-long institution joining one man and one woman (Matthew 19:4-6); and . . . [a]ny action giving homosexual unions the legal status of marriage denies the fundamental immorality of homosexual behavior (Leviticus 18:22; Romans 1:26-27; 1 Corinthians 6:9-11); . . . .”

229. The above statement is viewable here:

<http://www.sbc.net/resolutions/1190/on-the-california-supreme-court-decision-to-allow-samesex-marriage>.

230. And the SBC’s 2015 Resolution on the Call to Public Witness on Marriage calls “all Christians to stand firm on the Bible’s witness on the purposes of marriage, among which are to unite man and woman as one flesh and to secure the basis for the flourishing of human civilization; . . . .”

231. The above statement is viewable here:

<http://www.sbc.net/resolutions/2255/on-the-call-to-public-witness-on-marriage>.

232. True and correct copies of the SBC’s resolutions and websites listed in paragraphs 222-231 are in the Appendix at pages 366-382.

233. And my beliefs on same-sex marriage also align with the teachings of Clifton Baptist Church.

234. Clifton Baptist Church’s Statement of Faith proclaims

Marriage is the uniting of one man and one woman in covenant commitment for a lifetime. It is God's unique gift to reveal the union between Christ and His church and to provide for the man and the woman in marriage the framework for intimate companionship, the channel of sexual expression according to biblical standards, and the means for procreation of the human race.

235. The above statement is viewable here:

[https://s3.amazonaws.com/churchplantmedia-cms/clifton\\_baptist\\_church\\_louisville/sof-and-covenant.pdf](https://s3.amazonaws.com/churchplantmedia-cms/clifton_baptist_church_louisville/sof-and-covenant.pdf).

236. A true and correct copy of Clifton Baptist Church's Statement of Faith and the above website is in the Appendix at pages 383-385.

237. I would also decline a request to provide wedding celebration services for a same-sex wedding because I believe wedding ceremonies are innately religious events where all those who attend necessarily participate in the ceremony by publicly celebrating, solemnizing, and supporting the beginning of an institution (marriage) created by God.

238. I believe that by attending a wedding ceremony, I am participating in the ceremony by acting as a witness before God and before those assembled as the bride and groom commit their lives to each other, exchange rings, are pronounced as man and wife, and share their first kiss as a married couple.

239. I also believe that by attending a wedding ceremony, I am participating in the wedding in other ways including standing when the bride enters, following the instructions of the officiant, listening to the reading of any spiritual texts, bowing my head in prayer, and praying along.

240. These beliefs are shaped by my own interpretation of the Bible.

241. These beliefs are also shaped by other Christian pastors and leaders.

242. For example, Kevin DeYoung, a pastor, theologian, and author, writes in an article entitled "Should I attend a Homosexual Wedding?":

A wedding ceremony, in the Christian tradition, is first of all a worship service. So if the union being celebrated in the service cannot be biblically sanctioned as an act of worship, we believe the service lends credence to a lie. We cannot in good conscience participate in a service of false worship. I understand that does not sound very nice, but the conclusion follows from the premise, namely, that the “marriage” being celebrated is not in fact a marriage and should not be celebrated.

Moreover, there has long been an understanding that those present at a marriage ceremony are not just casual observers, but they are witnesses who are granting their approval and support for the vows that are to be made. . . .

Quite explicitly, the wedding is not a party for friends and family. It’s not a mere ceremonial formality. It is a divine event in which those gathered celebrate and honor the “solemnization of matrimony.”

243. The above statement is viewable here:

<https://www.ligonier.org/learn/articles/should-i-attend-homosexual-wedding/>.

244. A true and correct copy of the above statement and website is in the Appendix at pages 386-389.

245. Randy Alcorn, a Christian author, writes in an article entitled “Should Christians Attend Gay Weddings? Does it Matter Whether They’re Religious or Secular?”:

Is it possible to attend a wedding without sending the message of participating in the celebration? I honestly don’t see how. Loving unbelievers doesn’t mean endorsing their beliefs about what constitutes a true marital union when those beliefs are contrary to God’s Word. My loyalty to Christ and to the welfare of people means that I should not encourage or celebrate their sins any more than they should encourage or celebrate my sins (which are many). Of course, that will come across as judgmental and unloving to many people. But is there a time when we need to be willing to accept such condemnation because of our commitment to God and what He says is true? If it incurs God’s judgment to commit homosexual sin, just as it incurs his judgment to commit heterosexual sin, is it really “loving” of us to encourage and celebrate such sins?

246. The above statement is viewable here:

<https://www.epm.org/blog/2017/Jul/3/christians-attend-gay-weddings>.

247. A true and correct copy of the above statement and relevant portions of the website are in the Appendix at pages 390-397.

248. And John Piper, a pastor, theologian, and author writes in an article entitled “Would you Attend a Gay Wedding?” that he would not attend a same-sex wedding because the “ceremony will defile the drama of Christ and the church. God designed marriage to display Christ’s covenant to his bride, the church. To celebrate a brideless union as marriage is to distort and deface the parable of the most beautiful act in the world.”

249. The above statement is viewable here:

<https://www.desiringgod.org/interviews/would-you-attend-a-gay-wedding>.

250. A true and correct copy of the above statement and website is in the Appendix at pages 399-400.

251. I would also decline any boutique editing services request that communicated a demeaning message about others, devalued God’s creation, condoned racism, sexually objectified someone or celebrated pornography, praised vulgarity, or contradicted biblical principles.

252. For these reasons, I would decline any request for boutique editing services for businesses or organizations such as a strip club or Planned Parenthood or photographs with symbols promoting the confederate flag. This list is non-exhaustive.

253. I am motivated by my religious beliefs to send the following email (or one materially similar) to someone who requests my wedding celebration services or boutique editing services for a marriage not between one man and one woman:

Thank you so very much for contacting Chelsey Nelson Photography. Chelsey Nelson Photography desires to tell stories promoting and celebrating events and messages consistent with my beliefs. I’m sorry, but I’ve determined that I can’t provide what you have requested while staying true to my beliefs and goals. So I am going to have to decline your request. But I greatly value you

and your willingness to reach out. There are many other great photography studios in the area that will do a great job for you and that can capture your wedding much better than I can. Here is a link with a list of 315 Kentucky photographers who may be able to photograph your ceremony or who may be able to edit your photographs: <https://www.weddingwire.com/c/ky-kentucky/wedding-photographers/10-sca.html>. And here's another list of 91 photographers in Louisville who may be able to photograph your ceremony or edit your photographs: <https://www.weddingwire.com/c/ky-kentucky/louisville/wedding-photographers/10-vendors.html>. I hope you find someone on that list who fits your needs. Thank you again!

254. This email contains links to a website that lists 315 Kentucky photographers and 91 Louisville photographers who advertise that they will photograph same-sex wedding ceremonies.

255. I am motivated by my religious beliefs to send the following email (or one materially similar) to anyone who requests my boutique editing services requesting an objectionable message:

Thank you so very much for contacting Chelsey Nelson Photography. Chelsey Nelson Photography desires to tell stories promoting and celebrating beautiful and excellent things through photography, photograph editing, and writing. I'm sorry, but I've determined that I can't provide what you have requested while staying true to my artistic and religious beliefs. So I am going to have to decline your request. But I greatly value you and your willingness to reach out. I hope you find someone on that list who fits your needs. Thank you again!

Other commissioned photographers and expressive businesses in Louisville

256. Many expressive businesses in Louisville freely express their beliefs in favor of same-sex marriage by posting statements supporting same-sex marriage and by posting photographs of same-sex weddings on their websites and blogs.

257. For example, many websites and blogs advertise for photographs and contain text saying that the photographers work in Louisville, Kentucky.

258. Some of these websites are viewable here:

- <https://www.sarahkatherinedavis.com/>;

- [https://daringtalesofdarlingbones.com/;](https://daringtalesofdarlingbones.com/)
- <http://www.crystalludwickphoto.com/about-2;>
- <https://hernameisgretchen.com/gretchen-bell;>
- [https://www.instagram.com/p/BKs7023D-hY/;](https://www.instagram.com/p/BKs7023D-hY/)
- <https://www.meganresch.com/about.html;>
- <https://kriech-higdonphoto.com/about;>
- [https://www.rtpphotographyonline.com/about-me/;](https://www.rtpphotographyonline.com/about-me/)
- [https://www.wechoosethemoon.photo/;](https://www.wechoosethemoon.photo/) and
- <https://www.leslierodriguezphoto.com/about.>

259. True and correct screenshots of the relevant portions of the above websites (with highlights added) are in the Appendix at pages 401-417.

260. Elsewhere on the websites referenced in paragraphs 258 and 259 or on these photographers' social media sites, the websites or social media sites contain pictures of same-sex wedding ceremonies or same-sex engagement sessions.

261. For example, websites with photographs of same-sex wedding ceremonies or same-sex engagement sessions are viewable here:

- <https://www.sarahkatherinedavis.com/blog/tag/lgbt+wedding;>
- <https://daringtalesofdarlingbones.com/ky-wedding-photography/red-river-gorge-cliffview-girdie-girls;>
- <http://www.crystalludwickphoto.com/wedding;>
- [https://www.instagram.com/p/B3kH4-dlf4h/;](https://www.instagram.com/p/B3kH4-dlf4h/)
- [https://www.instagram.com/p/BKs7023D-hY/;](https://www.instagram.com/p/BKs7023D-hY/)
- <https://meganresch.blogspot.com/search?q=laurie;>
- <https://kriech-higdonphoto.com/weddings/zr4lfj4r2q4nl5p04ekbxs4v0fmp4;>

- <https://www.rtphotographyonline.com/hannah-madeline-mcginty-holmes-at-old-blue-ribbon-farm/>;
- <https://wechoosethemoon.blog/2018/09/16/chancing-ryan/>; and
- <https://www.leslierodriguezphoto.com/blog/paul-amp-brandon-wedding-at-pepin-mansion>.

262. True and correct screenshots of the relevant portions of the above websites are in the Appendix at pages 408 and 418-430.

263. True and correct copies of photographs of same-sex wedding photographs from the website of Sarah Katherine Davis are in the Appendix at pages 431-437.

264. The photographs referenced in paragraph 263 are viewable here: <https://www.sarahkatherinedavis.com/blog/tag/lgbt+wedding>.

265. True and correct copies of photographs of same-sex wedding photographs from the website of Honest Photo Co. are in the Appendix at pages 438-440.

266. The photographs referenced in paragraph 265 are viewable here: <https://daringtalesofdarlingbones.com/ky-wedding-photography/red-river-gorge-cliffview-girdie-girls>.

267. True and correct copies of photographs of same-sex wedding photographs from the website of Crystal Ludwick Photo are in the Appendix at pages 441-455.

268. The photographs referenced in paragraph 267 are viewable here:
- <http://www.crystalludwickphoto.com/wedding#/deanna-audrey-2018/>;
  - and
  - <http://www.crystalludwickphoto.com/wedding#/jason-jay-2017/>.

269. A true and correct copy of a photograph of a same-sex wedding photograph from the Instagram account of Gretchen Bell Photography is in the Appendix at page 425.

270. The photograph referenced in paragraph 269 is viewable here: <https://www.instagram.com/p/B3kH4-dlf4h/>.

271. A true and correct copy of a photograph of a same-sex wedding photograph from the Instagram account of Chocolate Box Photography is in the Appendix at page 408.

272. The photograph referenced in paragraph 271 is viewable here: <https://www.instagram.com/p/BKs7023D-hY/>.

273. True and correct copies of photographs of same-sex engagement photographs from the website of Megan Resch Photography are in the Appendix at pages 456-457.

274. The photographs referenced in paragraph 273 are viewable here: <https://meganresch.blogspot.com/search?q=laurie>.

275. A true and correct copy of a photograph of a same-sex wedding photograph from the website of Kriech-Higdon Photography is in the Appendix at page 458.

276. The photograph referenced in paragraph 275 is viewable here: <https://kriech-higdonphoto.com/weddings/zr4lfj4r2q4nl5p04ekbxs4v0fmp4>.

277. True and correct copies of photographs of same-sex wedding photographs from the website of R.T. Photography are in the Appendix at pages 459-469.

278. The photographs referenced in paragraph 277 are viewable here: <https://www.rtphotographyonline.com/hannah-madeline-mcginty-holmes-at-old-blue-ribbon-farm/>.

279. True and correct copies of photographs of same-sex wedding photographs from the website of We Choose the Moon Photography are in the Appendix at pages 470-474.

280. The photographs referenced in paragraph 279 is viewable here: <https://wechoosethemoon.blog/2018/09/16/chancing-ryan/>.

281. True and correct copies of photographs of same-sex wedding photographs from the website of Leslie Rodriguez are in the Appendix at pages 475-480.

282. The photographs referenced in paragraph 281 are viewable here: <https://www.leslierodriguezphoto.com/blog/paul-amp-brandon-wedding-at-pepin-mansion>.

283. Some of the websites listed in paragraphs 258-282 also contain statements describing the photographers' beliefs in favor of same-sex marriage or that acknowledge the photographer's willingness to photograph same-sex weddings.

284. For example, the website of Sarah Katherine Davis contains the following post:

I'm a proud member of Louisville's Fair Event Vendors Alliance and love working with LGBTQIA+ folks.

285. This statement is viewable here: <https://www.sarahkatherinedavis.com/louisville-kentucky-wedding-photographer-sarah-katherine-davis-photography-about>.

286. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 481.

287. The website of Honest Photo Co. contains the following post:

I believe Love is Love. Regardless of your age, race, religion, sexuality, gender, my Portfolio is built on clients & couples who are themselves. I do not book clients based on what I can gain for social media, politics or what have you.

288. This statement is viewable here:

<https://daringtalesofdarlingbones.com/>.

289. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 402.

290. The website of Crystal Ludwick Photo contains the following post:

I am an LGBTQ Photographer. All are welcome here. My pronouns are she/her and I would love to know yours.

291. This statement is viewable here:

<http://www.crystalludwickphoto.com/about-2>.

292. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 403.

293. Some of the websites listed in 258-282 also contain statements by the photographers promoting and celebrating same-sex weddings and marriages.

294. For example, the website of Sarah Katherine Davis contains the following statement regarding the wedding of Will and Nate:

I didn't cry until the first dance— it was "Here I AM" by Dolly Parton & Sia. Something about Dolly always hits me right in the heart and I hadn't heard this one before. During the mother-son dances, Nate cut in and danced with Will's mother at the very end and it gave me all the feels.

295. This statement is viewable here:

<https://www.sarahkatherinedavis.com/blog/2019/pride-month-wedding-at-hazelnut-farm-in-kentucky-by-sarah-katherine-davis-photography>.

296. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 482.

297. The website of Sarah Katherine Davis also contains the following statement regarding the wedding of Elle and Suzy:

It's always really hard for me to choose a favorite moment on wedding days, but I will never forget Suzy's face when she saw Elle for the first time at the

ceremony. It's way up at the top of my list of best moments from the day (although it was full of amazing moments).

298. This statement is viewable here:

<https://www.sarahkatherinedavis.com/blog/2017/elle-suzy/spring-wedding-in-louisville>.

299. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 483.

300. The Instagram of Gretchen Bell Photography contains the following statement:

Celebrating with and for my clients is just part of what makes this job dreamy. These two grooms have a wedding at @hazelnutfarmevents just around the corner and I couldn't be more excited for them! They were my first couple to book for 2019 and I have been looking forward to it all year 🥰

301. This statement is viewable here:

<https://www.instagram.com/p/B0TPltSFsRd/>.

302. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 484.

303. The website of R.T. Photography contains the following proposal story about Hannah and Madeline:

Hannah & Madeline met in high school, when Madeline was a freshman and Hannah a sophomore. They played softball together & quickly became best friends. In January 2017, Madeline planned a trip to California for that upcoming May with plans to propose. She bought a ring shortly after at Shane Co., with her friend Brittany. Little did Madeline know, in February Hannah had gone with the same mutual friend (both to Shane Co.) to buy Madeline's engagement ring. Both were convinced there was no way the other was proposing any time soon. Hannah had just bought a new car, so Madeline thought there was no way she could have saved up for a ring. Madeline was in school at the time, and was never really the one to initiate anything; so Hannah thought there was no way she had a ring. Come May, the first day in California (or Nevada actually), in Lake Tahoe, Madeline nervously pulled out a ring and popped the question. Hannah's response was "What?! Yours is in the car!!", then of course she said "Yes." Both were in complete shock and then even more shocked to find out friends and family

both knew, keeping the secret from the other one. Hannah later proposed that week in Yosemite in front of a waterfall.

304. This statement is viewable here:

<https://www.rtphotographyonline.com/hannah-madeline-mcginty-holmes-at-old-blue-ribbon-farm/>.

305. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 485.

306. The website of We Choose the Moon Photography contains the following statement about the wedding between Kat and Kayla:

I'm not gonna lie, this is the first wedding I've photographed where I got a little teary eyed. And it wasn't even during the ceremony, it was during the toasts; toasts that were added last minute. It was Kat's parents who gave the very moving words. Although I do get to know my clients, I never get to really know them. I 100% believe in personal privacy and never try to dig too big into their lives. I always ask basic things like "where did you meet" "what do you like to do" "I like bourbon, how about you". Although I like to have a personal connection with my clients, I don't think its my business to know what makes them tick. Afterall, I'm just some stranger you hired to take your photos. Although I knew Kat and Kayla are very kind and generous human beings, it was brought to light (at least for me) just HOW kind and generous and amazing they are; and I felt incredibly honored to be able to not just photograph their wedding, but to also be present at the union of these two kind souls.

307. This statement is viewable here:

<https://wechoosethemoon.blog/2016/10/16/kat-kayla/>.

308. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 486.

309. In addition to the photographers referenced above in paragraphs 257-308, the following online directory lists 91 photographers in Louisville who will photograph same-sex weddings: <https://www.weddingwire.com/c/ky-kentucky/louisville/wedding-photographers/10-vendors.html>.

310. Similarly, the following online directory lists 315 photographers in Kentucky who will photograph same-sex weddings:

<https://www.weddingwire.com/c/ky-kentucky/wedding-photographers/10-sca.html>.

311. Many other types of businesses in Louisville freely express their support for same-sex marriage.

312. For example, Pandora Productions describes itself on its website as “the only theater company in the Louisville Metro region that is exclusively devoted to telling the stories of the LGBTQ Community.”

313. Pandora Productions states its mission is to “[e]ntertain, engage and inspire our audience, our community and the greater human community by presenting bold, cutting edge and unique theatrical pieces that speak to the Gay, Lesbian, Bi-Sexual, Transgender and Questioning community.”

314. The above statements are viewable here:

- <https://pandoraprods.org/>; and
- <https://pandoraprods.org/vision-and-mission/>.

315. True and correct screenshots of the relevant portion of the above statement and websites are in the Appendix at pages 487-488.

316. The Louisville Ballet issued an open letter in 2019 stating

We aim to mirror the city we’ve chosen to call home. In that spirit, we’d like to share Human Abstract, a dance performance that tells the stories of the LGBTQ community in honest and unique ways. This particular community’s past is one of resilience, loss, and most importantly, love. . . .

We cannot and will not be bystanders to hatred and prejudice. As artists, we have a duty to challenge preconceptions respectfully and to tell the stories of those individuals and groups who make our city what it is and what it should aspire to become. We must lift up those around us in positive ways and provide support when needed. We challenge you to do the same, today and every day.

317. This comment is viewable here: [http://www.louisvilleballet.org/wp-content/uploads/2019/03/LouisvilleBallet\\_OpenLetter.png](http://www.louisvilleballet.org/wp-content/uploads/2019/03/LouisvilleBallet_OpenLetter.png).

318. A true and correct copy of the above statement and website is in the Appendix at page 489.

319. Prophecy Ink Tattoo Studio and Fine Art Gallery, a Louisville tattoo studio, recently offered tattoos of an equals sign, considered by the LGBTQ community as a symbol of equality, to raise money for LGBTQ causes.

320. Information about this event is viewable here:

[https://www.wdrb.com/news/highlands-tattoo-business-offers-equal-sign-tattoos-as-part-of/article\\_7893cd82-a5db-11e9-ac2a-8764667c7bc9.html](https://www.wdrb.com/news/highlands-tattoo-business-offers-equal-sign-tattoos-as-part-of/article_7893cd82-a5db-11e9-ac2a-8764667c7bc9.html).

321. A true and correct copy of the above information and website is in the Appendix at pages 490-493.

322. And LouABull is a Louisville “LGBTQA+ Boutique and Gift Shop” that prints and designs shirts promoting the LGBTQ community.

323. The above statement is viewable here: <https://louabull.com/>.

324. A true and correct screenshot of the relevant portion of the above statement and website is in the Appendix at page 494.

325. LouABull’s t-shirts include the following:



326. The above photographs are viewable here:

- <https://louabull.com/product/proud-gay-pride/>; and
- <https://louabull.com/product/louisville-pride/>.

327. True and correct screenshots of the relevant portions of the above websites are in the Appendix at pages 495-496.

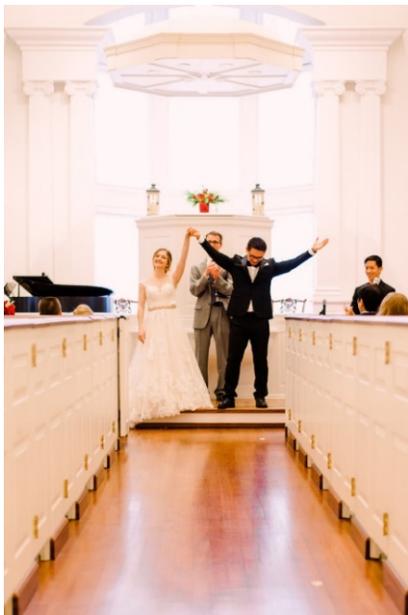
My religious beliefs and artistic vision for creating unique celebratory stories

328. I take and edit each photograph with the goal of promoting and celebrating marriages between a man and a woman and to convey the subject of the photograph in the most positive light possible.

329. Each artistic and editorial judgment about which photograph to take and how to edit a photograph produces an image telling the type of story I desire to tell, such as stories that promote and celebrate marriages between a man and a woman.

330. For example, compare my photographs of weddings in the left column with photographs of same-sex marriages by some of the photographers listed in paragraphs 258-282 in the right column:









331. True and correct copies of Chelsey's immediately above photographs (left) are in the Appendix at pages 182, 189, 200, 202, 214, 222, 241, 256 and true and correct copies of other photographer's immediately above photographs (right) are in the Appendix at pages 438, 444-445, 450-451, 461, 463, 478.

332. For additional comparisons, compare true and correct copies of Chelsey's photographs in the Appendix at pages 118-272 with true and correct copies of other photographers' photographs in the Appendix at pages 431-480.

333. The above photographs in the left column are viewable on my blog and the above photographs in the right column are viewable on the photographers' websites listed in paragraphs 258-282.

334. The editing decisions I make also dictate the story of the photography.

335. I attempt to edit each photograph so that it has a timeless and romantic quality, and I do that by generally making edits to create a light, bright, and airy atmosphere around the picture.

336. By contrast, We Choose the Moon Photography, a Louisville-based photography company, describes its style as a little more modern, alternative, dark, moody, radder ... than the rest" and "moody and grainy with a film and fine art appeal.... I even like blurry or slightly out of focus pictures."

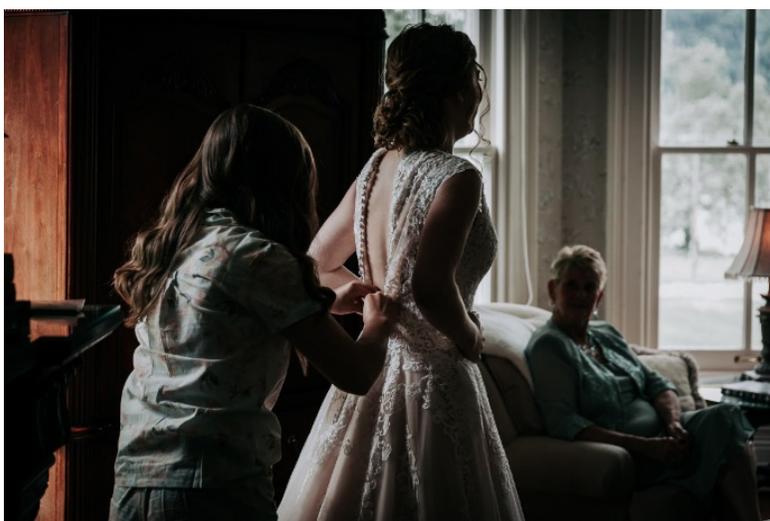
337. And We Choose the Moon Photography draws its inspiration from "film noirs movies of the 1940's and 1950's. Also paintings from the Renaissance, Baroque and Neoclassical periods."

338. The above statement is viewable here:

<https://www.wechoosethemoon.photo/about-me>.

339. True and correct screenshots of the relevant portions of the above statements and websites are in the Appendix at pages 412 and 497-498.

340. Based on these stylistic differences, compare my photographs on the left with We Choose the Moon Photography's photographs on the right:



341. True and correct copies of Chelsey's immediately above photographs (left) are in the Appendix at pages 184, 209, 239 and true and correct copies of We Choose the Moon Photography's photographs (right) are in the Appendix at pages 505-507.

342. The above photographs by We Choose the Moon Photography are viewable here:

- <https://wechoosethemoon.blog/2018/11/15/alex-chessie/>;
- <https://wechoosethemoon.blog/2018/11/26/john-michelle/>; and
- <https://wechoosethemoon.blog/2018/07/13/brian-juliana/>.

343. True and correct copies of the above photographs and additional photographs by We Shoot Moon Photography's website are in the Appendix at pages 499-509.

344. For additional comparisons, generally compare true and correct copies of Chelsey's photographs in the Appendix at pages 149-283 with true and correct copies of We Shoot Moon Photography's photographs in the Appendix at pages 499-509.

345. I have personally visited and viewed each of the websites referred to in this Declaration on November 7, 2019, November 13, 2019, November 14, 2019 and November 15, 2019.

346. None of the statements found on any of the websites referred to in this Declaration were taken from a comment section or other forum for public comment.

347. I have personally viewed each of the photographs referred to in this Declaration and in the Appendix November 14, 2019 and November 15, 2019.

348. All of these statements or photographs are consistent with what one would expect to find on commissioned photographers' websites in Louisville based on my personal familiarity with other commissioned photographers in Louisville.

349. I believe the commissioned photographers referenced in paragraphs 258-282 and all expressive businesses should have the freedom to communicate their beliefs and conduct their business in a way that promotes those beliefs and to decline requests for expressive work that is inconsistent with the owners' beliefs.

350. I simply want the same freedom.

**Declaration under penalty of perjury**

I, Chelsey Nelson, a citizen of the United States and a resident of the State of Kentucky, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge.

Executed this 19th day of November, 2019, at Louisville, Kentucky

  
\_\_\_\_\_  
Chelsey Nelson