

# Louisville Metro Human Relations Commission

## Public Accommodation Intake Questionnaire

Date of Inquiry:			
Walk In <input type="checkbox"/>	Telephone <input type="checkbox"/>	Referral <input type="checkbox"/>	
Statute of Limitations (action must have occurred within 180 days)			
Date of Recent Action:			
Filing			
Local <input type="checkbox"/>	Federal <input type="checkbox"/>	EEOC Only <input type="checkbox"/>	
Complainant Information			
Name:			
Address:			
City:	State:	Zip Code:	
Phone:	Home:	Cell:	
Email:			
Protected Class			
<input type="checkbox"/> Color			
<input type="checkbox"/> Disability	Mental <input type="checkbox"/>	Physical <input type="checkbox"/>	Name of disability:
<input type="checkbox"/> Gender Identity			
<input type="checkbox"/> Housing			
<input type="checkbox"/> National Origin	Declared National Origin:		
<input type="checkbox"/> Race	Declared Race:		
<input type="checkbox"/> Religion	Declared Religion:		
<input type="checkbox"/> Sex			
<input type="checkbox"/> Sexual Orientation			
Harm			
Denial of Goods <input type="checkbox"/>			
Denial of Services <input type="checkbox"/>			
Denial of Facilities <input type="checkbox"/>			
Denial of Privileges <input type="checkbox"/>			
Denial of Advantages <input type="checkbox"/>			
Denial of Accommodations <input type="checkbox"/>			
Respondent Information			
<b>Respondent #1</b>			
Name:			
Address:			
City:	State:	Zip Code:	
Type of Business: What was denied:			
<b>Respondent #2</b>			
Name:			
Address:			
City:	State:	Zip Code:	
Agency Contact	<input type="checkbox"/> Yes	<input type="checkbox"/> No	



**LOUISVILLE METRO  
HUMAN RELATIONS COMMISSION  
745 W. MAIN STREET SUITE 251  
LOUISVILLE, KENTUCKY 40202**

<b>In the Matter of Conciliation Between</b>	)	
<b>The Louisville and Jefferson County</b>	)	
<b>Human Relations Commission</b>	)	
	)	<b>CONCILIATION</b>
<b>Louisville Metro Human Relations Commission</b>	)	
<b>Enforcement Board,</b>	)	<b>AGREEMENT</b>
<b>Charging Party</b>	)	
<b>v</b>	)	
	)	<b>Case NumberXXXX</b>
<b>Respondent Name</b>	)	
<b>Respondent</b>	)	

1. In exchange for the promises made by the Respondent in Paragraph (2) of this Agreement, Charging Party agrees not to institute a lawsuit based on the noted charges under Title VII of the Civil Rights Act of 1964 as amended, and Louisville Metro Ordinance No. 193, Series 2004, prohibiting discriminatory practices in connection with public accommodations, as amended, and requests the Louisville and Jefferson County Metro Human Relations Commission dismiss; Complaint No. **XXXXXXXX**
  
2. In exchange for the promises of the Charging Party, **Louisville Metro Human Relations Commission- Enforcement Board**, contained in paragraph (1) of this Agreement, Respondent agrees to (state the needed outcome and relief to the Complainant) training should be completed and reported to the Louisville Metro Human Relations Commission no later than (Link of time required to complete task) after signing this agreement. **This remedy is proposed by Louisville Metro Human Relations Commission- Enforcement Board.**

**Case Number XXXXX**

The Agreement constitutes the complete understanding between the Respondent, Charging Party, and the Louisville Metro Human Relations Commission. No other promises or Agreements shall be binding unless signed by these parties.

- 3. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of Louisville Metro Am. Ordinance No. 193, Series 2004 as amended.
- 4. These parties agree that this Agreement may be used as evidence in a subsequent proceeding relative to this case in which any of the parties allege a breach of this Agreement.
- 5. The Louisville and Jefferson County Metro Human Relations Commission’s participation in this Agreement does not reflect any judgment by the Commission as to the merits of the charge filed.

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHARGING PARTY  
Louisville Metro Human Relations Commission-  
Enforcement Board

\_\_\_\_\_  
DATE

On Behalf of the Commission:

\_\_\_\_\_  
EXECUTIVE DIRECTOR  
Louisville Metro Human Relations  
Commission

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPLIANCE OFFICER  
Louisville Metro Human Relations  
Commission

\_\_\_\_\_  
DATE

COMPLAINT OF DISCRIMINATION

MAIL OR DELIVER TO:

Louisville Metro Human Relations Commission 745 West Main Street, Suite 251 Louisville, KY 40202

PLEASE RESPOND TO THIS COMPLAINT

NAME TELEPHONE NUMBER

STREET ADDRESS CITY STATE ZIP CODE

WAS THE DISCRIMINATION IN ... (CHECK ONE)

- [ ] Employment [ ] Housing [ ] Public Accommodations [ ] Hate Crimes

BECAUSE OF ... (CHECK ONE)

- [ ] Race [ ] Age [ ] National Origin [ ] Sexual Orientation [ ] Gender Identity [ ] Sex [ ] Handicap [ ] Retaliation [ ] Religion [ ] Other

Who discriminated against you? Give name and address of employer, labor organization, employment agency, apprenticeship committee, licensing agency, public accommodation, real estate broker or lender or apartment manager.

LIST ALL:

NAME TELEPHONE NUMBER

STREET ADDRESS CITY STATE ZIP CODE

AND (OTHER PARTIES, IF ANY)

THE ACTUAL DATE OF THE MOST RECENT DATE OF ALLEGED DISCRIMINATION:

MONTH DAY YEAR

**LOUISVILLE METRO  
HUMAN RELATIONS COMMISSION**

**COMPLAINT OF DISCRIMINATION**

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EXPLANATION OF YOUR COMPLAINT

The Complainant believes these actions are because of (state basis), which is in violation of Louisville Metro Amended Ordinance, No. 193, Series 2004.

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I SWEAR OR AFFIRM THAT I HAVE READ THE ABOVE CHARGE OF ALLEGED DISCRIMINATION AND THAT IT IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

\_\_\_\_\_  
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES ON \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

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**CHELSEY NELSON PHOTOGRAPHY  
LLC and CHELSEY NELSON,**

**Plaintiffs,**

**v.**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT, et al.,**

**Defendants.**

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**Case No. 3:19-cv-851-BJB-CHL**

**DEFENDANTS' RESPONSES TO  
PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION**

Defendants Louisville/Jefferson County Metro Government, Louisville Metro Human Relations Commission – Enforcement, Louisville Metro Human Relations Commission – Advocacy, Kendall Boyd, in his official capacity as (former) Executive Director of the HRC, Marie Dever, Kevin Delahanty, Charles Lanier, Sr., Laila Ramey (former member), William Sutter, Ibrahim Syed, and Leonard Thomas, in their official capacities as members of the Louisville Metro Human Relations Commission-Enforcement (collectively, “Defendants”), by counsel, pursuant to Federal Rule of Civil Procedure 26 and 34, for their objections and responses to the First Set of Requests for Production (the “Requests”) served by Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson (collectively, “Plaintiffs” or “Chelsey Nelson”), state as follows:

**GENERAL OBJECTIONS**

1. Defendants object to the Instructions to the extent that they would impose any obligations beyond those set forth under the Federal Rules of Civil Procedure, the Local Rules,

Please produce all orders, opinions, audio recordings, and transcripts filed in or produced for any hearing before the Commission concerning an alleged unlawful practice after December 9, 2004.

**Objection/Response:** Please see objection/response to Request for Production No. 40.

**Request for Production No. 54**

Please produce all pleadings, exhibits, orders, audio recordings, transcripts, and any other documents filed in or produced for the 2012 and 2014 hearings concerning an alleged unlawful practice on the ground of sexual orientation referenced by Kendall Boyd in paragraph 4 of his supplemental affidavit filed on February 28, 2020.

**Objection/Response:** Please see objection/response to Request for Production No. 40.

**Request for Production No. 55**

Please produce all orders issued by a Commission appeal panel, after December 9, 2004, concerning the disposition of an alleged unlawful practice under the Metro Ordinance.

**Objection/Response:** Please see objection/response to Request for Production No. 40.

**Request for Production No. 56**

Please produce all pleadings, exhibits, orders, transcripts, and any other documents filed in any administrative appeal before the Commission appeal panel concerning an alleged unlawful practice after December 9, 2004.

**Objection/Response:** Please see objection/response to Request for Production No. 40.

**Request for Production No. 57**

Please produce all pleadings, attachments, exhibits, or any other documents filed by the Commission in Jefferson Circuit Court under Metro Ordinance § 92.14, after December 9, 2004, appealing a final order concerning an alleged unlawful practice under the Metro Ordinance.

**Objection/Response:** Please see objection/response to Request for Production No. 40.

**Request for Production No. 58**

Please produce all pleadings, attachments, exhibits, orders, or any other documents the Commission possesses concerning actions filed by any person directly in Jefferson Circuit Court under Metro Ordinance § 92.09(A) involving an alleged unlawful practice.

**Objection/Response:** Please see objection/response to Request for Production No. 40.

**Request for Production No. 59**



Please produce all rules, policies, guidelines, and any other documents that concern how, when, and under what circumstances, the Director determines whether reasonable cause of an alleged unlawful practice exists.

**Objection/Response:** Defendants object to this Request for Production to the extent it assumes that the Director makes all reasonable cause determinations regarding unlawful practices. Notwithstanding this objection and subject to it, Defendants respond that reasonable cause determinations are made in accordance with the Metro Ordinance. Defendants are producing with these responses a complaint procedure chart as LOU METRO 01717 and Defendants previously produced certain forms used by HRC as LOU METRO 01167-1172, which Plaintiffs may consider responsive to this Request. No other responsive documents exist.

**Request for Production No. 60**

Please produce all rules, policies, guidelines, and any other documents that concern how the Commission determines, according to its authority given to it under Metro Ordinance § 92.09(A), whether to file a complaint alleging an alleged unlawful practice under the Metro Ordinance.

**Objection/Response:** Defendants state that determinations regarding complaints are made in accordance with the Metro Ordinance. Defendants are producing with these responses a complaint procedure chart as LOU METRO 01717 and Defendants previously produced certain forms used by HRC as LOU METRO 01167-1172, which Plaintiffs may consider responsive to this Request. No other responsive documents exist.

**Request for Production No. 61**

Please produce all rules, policies, guidelines, and any other documents describing how the Commission attempts to resolve complaints containing an allegation of an alleged unlawful practice under Metro Ordinance § 92.09(D).

**Objection/Response:** Please see objection/response to Request for Production No. 60.

**Request for Production No. 62**

Please produce all rules, policies, guidelines, and any other documents describing how the Director attempts to eliminate unlawful practices by conference and conciliation under Metro Ordinance § 92.09(E)(2).

**Objection/Response:** Defendants object to this Request for Production to the extent it assumes that the Director makes all decisions regarding conference and conciliation of unlawful practices. Notwithstanding this objection and subject to it, Defendants respond that such decisions are made in accordance with the Metro Ordinance. Defendants are producing with these responses a complaint procedure chart as LOU METRO 01717 and Defendants previously produced certain forms used by HRC as LOU METRO 01167-1172, which Plaintiffs may consider responsive to this Request. No other responsive documents exist.

**Request for Production No. 63**

Please produce all rules, policies, guidelines, and any other documents that concern how you interpret and apply Metro Ordinance § 92.05(A).

**Objection/Response:** Defendants are producing with these responses a complaint procedure chart as LOU METRO 01717 and Defendants previously produced certain forms used by HRC as LOU METRO 01167-1172, which Plaintiffs may consider responsive to this Request. No other responsive documents exist, aside from the Metro Ordinance itself.

**Request for Production No. 64**

Please produce all rules, policies, guidelines, and any other documents that concern how you interpret and apply Metro Ordinance § 92.05(B).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 65**

Please produce all rules, policies, guidelines, and any other documents that concern how the Commission interprets the term “place of public accommodation” as used in Metro Ordinance § 92.02 and § 92.05.

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 66**

Please produce all rules, policies, guidelines, and any other documents that concern how the Commission interprets the terms “full and equal enjoyment,” “goods,” “services,” “facilities,” “privileges,” “advantages,” and “accommodations,” as used in Metro Ordinance § 92.05(A).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 67**

Please produce all rules, policies, guidelines, and any other documents that concern how the Commission interprets the terms “objectionable,” “unwelcome,” “unacceptable,” or “undesirable” as used in Metro Ordinance § 92.05(B).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 68**

Please produce documents sufficient to show the methods and criteria you use to determine whether a place of public accommodation has declined to create, sell, or otherwise provide a good

or service because of an objection to the person's protected characteristics as opposed to a decline based on another reason.

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 69**

Please produce all documents that the Commission has created or transmitted, after December 9, 2004, that constitute training or educational material designed to eliminate discrimination in places of public accommodation.

**Objection/Response:** Defendants object to the extent this request seeks the production of documents they are prohibited from disclosing pursuant to applicable Confidentiality Laws. Defendants further object to the request for "all documents" created or transmitted "after December 9, 2004" as unduly and unreasonably overbroad and burdensome. Notwithstanding these objections and subject to them, non-confidential training materials located pursuant to a reasonable search are produced with these responses as LOU METRO 01311-LOU METRO 01659.

**Request for Production No. 70**

Please produce all training materials received by Commission investigators, after December 9, 2004, that concern how they should investigate complaints of an alleged unlawful practice against a place of public accommodation.

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 71**

Please produce all rules, policies, guidelines, and any other documents that concern how you interpret and apply Metro Ordinance § 92.05(C).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 72**

Please produce all rules, policies, guidelines, and any other documents that concern how you interpret and apply Metro Ordinance § 92.07(A).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 73**

Please produce all rules, policies, guidelines, and any other documents that concern how you interpret and apply Metro Ordinance § 92.07(B).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 74**

Please produce all rules, policies, guidelines, and any other documents that concern how you interpret and apply Metro Ordinance § 92.04(A).

**Objection/Response:** Please see objection/response to Request for Production No. 63.

**Request for Production No. 75**

Please produce all documents supporting the statement that you “actively investigate[] complaints [you] receive[] for alleged violations of” the Metro Ordinance consistent with admission to paragraph 303 of the Complaint in paragraph 10 of your Answer.

**Objection/Response:** Defendants object to this Request for Production as overly broad, unduly burdensome, and as seeking the production of irrelevant documents not likely to lead to the discovery of admissible evidence to the extent the request purports to request the production of “all documents” relating to Defendants’ investigation of alleged violations of the Metro Ordinance. Defendants incorporate by reference as if fully set forth herein Defendants objections and responses to all previous Requests for Production.

**Request for Production No. 76**

Please produce all non-privileged documents created after November 19, 2019 that concern Chelsey Nelson Photography LLC or Chelsey Nelson.

**Objection/Response:** Defendants object to producing documents protected by the attorney-client and work-product privileges. Notwithstanding these objections and subject thereto, no responsive documents exist.

**Request for Production No. 77**

Please produce all documents transmitted to or from third parties after November 19, 2019 that concern Chelsey Nelson Photography LLC or Chelsey Nelson.

**Response:** No responsive documents exist.

**Request for Production No. 78**

Please produce all social media posts, messages, comments, news releases, statements to any media outlets, or other public statements or comments created, published, or sent by the Commission, after November 19, 2019, that concern Chelsey Nelson Photography LLC or Chelsey Nelson.

Please produce all versions of the current members of the Commission's résumé, and documents sufficient to show all of the current members of the Commission's past and present professional, volunteer, membership, or other organizational affiliations that are not clearly disclosed in the résumé produced.

**Objection/Response:** Defendants object to this Request for Production as overly broad, unduly burdensome, and as seeking information not relevant to adjudicating the merits of this dispute and not likely to lead to the discovery of admissible evidence. Subject to these objections, the resumes of the current members of the Enforcement Board are produced with these responses, to the extent they could be located based on a reasonable search, as LOU METRO 01684-LOU METRO 01716.

#### **Request for Production No. 96**

Please produce the current members of the Commission's application to be appointed as members of the Commission.

**Objection/Response:** Defendants object to this Request for Production as seeking information not relevant to adjudicating the merits of this dispute and not likely to lead to the discovery of admissible evidence. Subject to these objections, applications submitted by the current members of the Enforcement Board are produced with these responses, to the extent they could be located based on a reasonable search, as LOU METRO 01660-LOU METRO 01680.

#### **Request for Production No. 97**

Please produce all documents that you plan to submit as exhibits in support of a motion for summary judgment or at a public hearing or trial in this case (if one is necessary).

**Objection/Response:** Defendants object to this Request for Production as premature, particularly since discovery is ongoing. Defendants will identify hearing and/or trial exhibits in compliance with any deadlines established by the Court. Defendants reserve the right to use publicly available documents as exhibits without previously producing them in response to this Request.

#### **Request for Production No. 98**

Please produce documents sufficient to show who authored and authorized the statement referenced in Plaintiffs' Request for Admission Number 49.

**Objection/Response:** Defendants object to this request as vague, ambiguous, and unanswerable because Plaintiffs' Request for Admission Number 49 does not reference any statement.

#### **Request for Production No. 99**

Please produce documents sufficient to show who authored and authorized the statement referenced in Plaintiffs' Request for Admission Number 50.

**Request for Production No. 105**

Please produce all documents that support your answer to Plaintiffs' Interrogatory Number 17.

**Objection/Response:** Please see Objection/Response to Request for Production No. 103.

Respectfully submitted,

MIKE O'CONNELL  
JEFFERSON COUNTY ATTORNEY

/s/ Casey L. Hinkle  
John F. Carroll  
Jason D. Fowler  
Assistant Jefferson County Attorneys  
531 Court Place, Ste. 900  
Louisville, Kentucky 40202  
(502) 574-6321  
[john.carroll2@louisvilleky.gov](mailto:john.carroll2@louisvilleky.gov)  
[jason.fowler@louisvilleky.gov](mailto:jason.fowler@louisvilleky.gov)

David S. Kaplan  
Casey L. Hinkle  
KAPLAN JOHNSON ABATE & BIRD LLP  
710 W. Main Street, 4<sup>th</sup> Floor  
Louisville, KY 40202  
(502)-416-1630  
[dkaplan@kaplanjohnsonlaw.com](mailto:dkaplan@kaplanjohnsonlaw.com)  
[chinkle@kaplanjohnsonlaw.com](mailto:chinkle@kaplanjohnsonlaw.com)

*Counsel for Defendants*

**Kendall Boyd**



**EDUCATION**

**LAW SCHOOL**

University of Akron School of Law, Akron, Ohio  
Juris Doctorate Received May 2001

Honors/Affiliations

Federal Bar Association Thurgood Marshall Moot Court Competition Participant  
Top Grade Fall Semester 2000 for Consumer Law class  
Black Law Students Association

**MASTERS IN BUSINESS ADMINISTRATION**

University of Akron College of Business, Akron, Ohio  
MBA with concentration in Marketing received December 2003

**COLLEGE**

Central State University, Wilberforce, Ohio  
Bachelor of Arts in Political Science with Education Minor, 1998

Honors/Affiliations

Deans List for the College of Arts and Sciences  
“Be a Winner!” Program Tutor/Mentor (1996-1998)  
Who’s Who Amongst American College Students (1998)  
Honda Campus All-Star National Trivia Challenge Team Member (1998)  
Mr. College of Arts and Sciences (1998)  
University of Akron School of Law Seiberling Moot Court Competition Participant (1997)

**RELATED EXPERIENCE**

**Licensed to Practice Law in the states of Indiana (2002) and Kentucky (2003)**

**Chief Equity Officer, Louisville Metro Government (March 2020 – Present)**

Oversee the Office of Equity, which focuses on ensuring that policies and practices throughout Louisville Metro Government align with improving racial equity in the city. Manage the Louisville Metro Government Human Relations Commission, which monitors contract compliance for entities doing business with Louisville Metro Government and enforces all anti-discrimination laws in Louisville Metro.

**Executive Director, Louisville Metro Government Human Relations Commission (August 2017-March 2020)**

Manage a group of professionals who investigate claims of discrimination in employment, housing and hate crimes. Draft and enforce Louisville Metro policies and ordinances that are aimed at eliminating bias and discrimination in employment and housing. Create and implement operational toolkits that provide an equitable lens to the operations and administration of Louisville Metro Government. Perform monitoring of contract compliance and procurement activities to ensure equitable opportunities for minority-based firms and vendors. Engage in training that specializes in change management, customer service orientation, compliance and enforcement and monitoring efficiencies. Metro's Affirmative Action Officer, responsible for ensuring compliance and adherence to EEO and non-discrimination requirements established by federal, state and local regulations.

**Assistant Director Human Resources, Louisville Metro Government (September 2014-August 2017)**

Assistant Director of Human Resources with Louisville Metro Government, responsible for the leadership, administration and enforcement of Metro personnel policies, procedures and strategic planning. Metro Human Resources team leader with a special emphasis on team motivation and change management. Provided support for and acted as a champion of change with respect to strategic planning efforts for Metro leadership. Researched, analyzed and drafted personnel policies and best practices with regards to employee hiring, benefits, compensation, talent, retention and compliance. Reviewed and provided legal and ethical analysis, insight and recommendations to the Executive Branch and agency heads regarding federal, state and local laws and policies that govern employment matters and acted as an advocate for Metro on those matters. Ensured compliance with employment regulations and government operations standards established by local ordinances, state and federal regulations. Advised various departments and agencies within Metro government regarding discipline, personnel development, change management and team success. The Executive Branch's labor liaison who ensured positive and progressive labor relations with union and non-union employees, and was the Mayor's designee for hearing collective bargaining grievances, union mediations, CBA interpretation and union negotiations.

**Adjunct Faculty, Ivy Tech Community College (August 2011-Present)**

Adjunct faculty member responsible for instructing college level Business Law, Human Resources Management, Introduction to Marketing, and Introduction to American Government courses. Impart knowledge utilizing traditional and non-traditional methods of instruction and pedagogy. Relate real world applications to concepts and theories that are found in the textbook and discussed in the classroom. Employ various educational technologies to present class information, maintain student records and to grade assignments.

**Attorney, Jefferson County Attorney's Office (January 2011-September 2014)**

Assistant County Attorney with the Research Ordinance Commission who was responsible for researching and drafting municipal ordinances and resolutions. Provided the Louisville Metro Council with legal opinions and analysis with respect to legal issues that may have arisen in the introduction, adoption and implementation of municipal legislation. Represented Louisville Metro Government in the administration of its governmental affairs, pursuant to Kentucky statutory, administrative and case law. Represented the Louisville Metro Human Relations Commission in mediation and litigation to resolve discrimination complaints made pursuant to state and local civil rights statutes.

**Attorney, Vigo County Prosecutor's Office (January 2008-January 2011)**



Represented the State of Indiana in the adjudication of misdemeanor and felony criminal offenses. Litigated misdemeanor and felony offenses before the bench and jury. Conducted depositions and special hearings on various issues regarding criminal offenses. Drafted and enforced plea agreements, probation revocations and specialty court agreements. Researched and wrote memoranda on issues pertaining to evidence, legal procedure and criminal penalties pursuant to the Indiana criminal code. Responsible for filing and enforcing child support orders and modifications pursuant to the Indiana code.

**Attorney,** City of Terre Haute Fire Merit Commission (April 2004-January 2008)

Responsible for representing and advising the Merit Commission on legal issues that arose in the creation, implementation, and enforcement of firefighter merit rules pursuant to Indiana law. Represented the Commission in litigation and in various administrative hearings regarding firefighter discipline, promotion and suspension from duty.

**City Attorney,** City of Terre Haute Legal Department (January 2004-January 2008)

Provided legal representation to the City of Terre Haute in its everyday operations and governmental affairs. Participated in negotiations for collective bargaining agreements between the City of Terre Haute and its union employees. Represented the City of Terre Haute in hearings and arbitration for grievances filed against the City of Terre Haute by union employees. Managed the City Human Resources Department, and advised on issues of employee leaves of absence, termination, benefits and safety. Researched, drafted and enforced ordinances and resolutions on behalf of the City of Terre Haute. Responsible for researching and opining about various issues concerning local/municipal government pursuant to Indiana statutory, administrative and case law. Police and Fire legal advisor, in charge of advising department leaders about various legal issues that arose in the course of performance of police and firefighting duties and functions. Prosecuted ordinance violations in Terre Haute City Court.

**Legal Intern/Prosecutor,** City of Akron Prosecutor's Office (June 1999-August 2003)

Performed intakes from victims of crime and made recommendations to the chief prosecutor regarding possible charges against alleged criminal defendants. Performed prosecutions in Akron Municipal Court, adjudicating and pleading specific misdemeanor offenses. Researched and wrote memoranda and appellate briefs concerning various issues of criminal law and constitutional law for the City of Akron and the State of Ohio. Traffic Docket Administrator responsible for setting traffic trial dates, accepting pleas, and litigating traffic citation offenses.



# Verná C. Goatley – Curriculum Vitae

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## Personal Profile and Education

My tenure with Louisville Metro Government I have worked to ensure the organization's diversity and inclusion philosophy in accordance with the mandated legal requirements. I have drove department strategies that supported diversity and inclusion principles. I have executed a diversity and inclusion plan which utilized input from subject matter experts on the topics of diversity, inclusion and cultural competency, assisted management with understanding individual and cultural differences. Performed diversity assessments, analyzed data, identified trends and recommended solutions.

The ability to deliver and organize diversity training to those individuals who may need it is also important. I kept colleagues, staff and others abreast of related Diversity and Inclusion issues. In addition, I utilized good communication and diplomatic skills to mediate divisive issues of discrimination and inclusion among event vendors and to bring problems to a satisfactory and just conclusion. Adhere to Metro ethics and values, oversee conflict management concerns, be alert to changing trends, elevate expectations, develop and enhance training as well as define and deploy diversity measurers.

My current role as Executive Director with the Human Relations Commission duties include supervising the staff and monitoring the daily operations of the department which includes bridging the many ethnic, racial and religious groups in Louisville Metro through a combination of civil law enforcement, education and outreach as well as monitoring contract compliance for vendors doing business with Metro and the certification of diverse vendors.

M.A. in Human Resource Development, B.S. in Commerce, A.S. Computer Science and General Studies. Also completed studies for Project Management Professional Certification Studies.

## Experience

- Responsible for the planning, developing, coordinating and administering activities for the department.
- Responsible for establishing and maintaining effective working relationships with clients, prospects, associates, other agencies and the general public.
- Provide assessments and consultation to entrepreneurs in the areas of business plan development, financial projections, marketing plans and research funding assistance.
- Create and implement programs that promote the growth, development and sustainability of the business community as well as oversee the supplier diversity activity for Metro Government.
- Review contracts and procedural guidelines for Metro Government.
- Oversee and coordinate department operating budget.

## Achievements

- Supervise, plan and develop various development programs.
- Promote commercial and industrial growth and development.
- Exercises supervision over subordinate personnel.
- Plans, develops, evaluates and implements programs, policies, procedures and services.
- Negotiates contracts and supervises design work.
- Identifies and develops strategies and priorities and evaluates program

effectiveness to insure maximum utilization of resources and to achieve goals and objectives and future needs.

- Provides technical assistance, instruction and consultation to resolve and provide solutions to problems.
- Prepares budget and controls expenditures.
- Represents the department to business officials, business groups, entrepreneurs and committees to disseminate and provide information on available economic development programs and services.
- Plans, organizes and directs activities.
- Performs a variety of public relations duties as required.
- Guides and directs the activities of subordinate personnel as necessary.
- Establishes and maintains record systems and overall office management techniques for conformity to rules and regulations.
- Resolves grievances and disciplinary problems as necessary.
- Prepares various statistical reports as required.
- Interprets administrative policy and relays instructions of policy and procedure revisions to staff.
- Conduct research on specialized problems.
- Monitor the effectiveness of Minority Business Development for the Louisville Jefferson County Metro Government in achieving community goals and objectives.

Career History

- 1978 – 1995 Bank One Kentucky, N.A. – Assistant Vice President.
- 1995 –1996 Southern Indiana Small Business Development Center – Program Director.
- 1996 – 1999 Bellarmine University Small Business Development Center – Deputy Director / General Management Consultant.
- 1999 – Present Louisville Metro Government

Awards

- 2019 Derby Diversity Business Summit-Government Partner of the Year
- 2015 Chestnut Street YMCA Adult Achiever of the Year
- 2011 Jefferson Community & Technical College Hall of Fame Alumni
- 2009 & 2010 Today's Woman Most Admired Woman Nominee-Political
- 2009 US Small Business Administration-Small Business Champion Region IV
- 2009 US Small Business Administration-Small Business Champion KY
- 2005 Louisville Defender Newspaper-Minority Business Achievement
- 2004 Tri-State Minority Supplier Development Council - Ferda C. Porter Minority Business Advocate of the Year.
- 2003 Louisville Minority Business Center - Minority Business Advocate

Board/Council  
Appointments

- Governor's Economic Opportunity Commission
- Women Business Center of Kentucky Board of Advisors
- Member Chestnut Street YMCA Board of Directors
- Member Chestnut Street YMCA Black Achievers Steering Committee
- Board of Directors – Louisville Wheels Transportation, Inc.
- Network of Entrepreneurial Women-Board Member
- NOIR Black Chamber of Commerce Advisory Board Member

Professional/  
Community  
Organizations

- Shawnee Neighborhood Association-Neighborhood Representative
- Shawnee Transformation Youth Coalition-Advisory Board Member

**92.09: HRC Complaint Procedure Chart**

1. Complaint **MUST** be filed within **180 days AFTER** the alleged unlawful practice occurred.



2. **Upon receipt/acceptance of complaint**, HRC **SHALL** serve the complaint and a written resume setting forth the rights of the parties and the procedures to be followed by the HRC in the Investigation and adjudication of the complaint on the person(s) charged with violating and mail a copy to complainant.



3. Respondent **SHALL** file an Answer with the HRC within **30 days of RECEIPT** of the complaint.



4. Unless there has been a settlement, the HRC staff **SHALL** render a final investigative written report (detailing documentary and witness evidence) to the *Executive Director* within **100 days AFTER** service of the complaint on the Respondent.



5. The **Executive Director**, within **30 days AFTER receipt** of the report of the preliminary investigation, **SHALL** determine whether there is **REASONABLE CAUSE** to believe that an unlawful practice has been committed.



A. If the Executive Director determines there is **NO** such **REASONABLE CAUSE**, the complaint **SHALL** be **DISMISSED**.

**OR**



B. If the Executive Director determines there **IS** such REASONABLE CAUSE, the HRC **SHALL** make an effort to eliminate the unlawful practice by conference & conciliation.



6. Within **45 days AFTER** the HRC has determined that REASONABLE CAUSE exists, a hearing shall be set and necessary and reasonable discovery pursuant to KRS Chapter 344.

\*If reasonable cause concerning allegations of unlawful practice is in connection with **HOUSING** is found, the parties **SHALL** be advised in writing that either party **MAY** elect to have their claims asserted in the complaint decided in a **CIVIL ACTION**.

- Notice of this election **MUST** be made to the HRC & ALL other parties **NOT LATER than the 20<sup>th</sup> day AFTER receipt** of the right of election.
- **Upon RECEIPT** of such notice, the HRC **SHALL** authorize, **within 30 days THEREAFTER**, filing and maintaining an action on behalf of the Complainant in Jefferson Circuit Court which may award all available relief available

- ❖ The determination of the Executive Director **MAY** be reconsidered on petition of any aggrieved party, **EXCEPT** that an application to reconsider **MUST** be filed within **20 days of service** of the adjudicative order on the aggrieved party.
  - Dismissal **AFTER** reconsideration is a **FINAL ORDER** by the HRC.

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

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<p><b>CHELSEY NELSON PHOTOGRAPHY LLC and CHELSEY NELSON,</b></p> <p><b>Plaintiffs,</b></p> <p>v.</p> <p><b>LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, et al.,</b></p> <p><b>Defendants.</b></p>	<p><b>Case No. 3:19-cv-851-BJB-CHL</b></p>
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**DEFENDANTS' RESPONSES TO  
PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSIONS**

Defendants Louisville/Jefferson County Metro Government, Louisville Metro Human Relations Commission – Enforcement, Louisville Metro Human Relations Commission – Advocacy, Kendall Boyd, in his official capacity as (former) Executive Director of the HRC, Marie Dever, Kevin Delahanty, Charles Lanier, Sr., Laila Ramey (former member), William Sutter, Ibrahim Syed, and Leonard Thomas, in their official capacities as members of the Louisville Metro Human Relations Commission-Enforcement (collectively, “Defendants”), by counsel, pursuant to Federal Rule of Civil Procedure 26 and 36, for their objections and responses to the First Set of Requests for Admissions served by Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson (collectively, “Plaintiffs” or “Chelsey Nelson”), state as follows:

**GENERAL OBJECTIONS**

1. Defendants object to Plaintiffs’ First Set of Requests for Admissions as needlessly and unreasonably duplicative and therefore unduly burdensome and harassing.
2. Defendants object to the requests as abusive for utilizing a discovery tool intended

Response: Admit, provided the member has reason to believe an unlawful practice has occurred. *See* Metro Ordinance § 92.09.

Request for Admission No. 10: Please admit or deny whether, according to you, a member of the Advocacy Commission may file with the Commission a complaint alleging an unlawful practice against a place of public accommodation under Metro Ordinance § 92.05(A).

Response: Admit, provided the member claims to be aggrieved by an unlawful practice prohibited by the Ordinance.

Request for Admission No. 11: Please admit or deny whether, according to you, a member of the Enforcement Commission may file with the Commission a complaint alleging an unlawful practice against a place of public accommodation under Metro Ordinance § 92.09(B).

Response: Admit, provided the member has reason to believe an unlawful practice has occurred. *See* Metro Ordinance § 92.09.

Request for Admission No. 12: Please admit or deny whether the photograph attached as Exhibit 1 conveys a message.

Response: Deny.

Request for Admission No. 13: Please admit or deny whether the photograph attached as Exhibit 2 conveys a message about a marriage.

Response: Deny.

Request for Admission No. 14: Please admit or deny whether the blog post attached as Exhibit 3 conveys a message about marriage.

Response: Deny.

Request for Admission No. 15: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC supplies the wedding services described under the heading “Services,

Products, Schedule and Storage” in its Wedding Celebration Services Agreement attached as Exhibit 4 to the general public, then Metro Ordinance § 92.05(A) requires Chelsey Nelson Photography LLC to supply the exact same services when someone requests wedding services for a same-sex wedding from Chelsey Nelson Photography LLC.

Response: Admit.

Request for Admission No. 16: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC supplies the boutique editing services described under the heading “Services, Products, Schedule and Storage” in its Boutique Editing Services Agreement attached as Exhibit 5, then Metro Ordinance § 92.05(A) requires Chelsey Nelson Photography LLC to supply the exact same services when someone requests wedding services for a same-sex wedding from Chelsey Nelson Photography LLC.

Response: Admit.

Request for Admission No. 17: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC supplies photographs for opposite-sex weddings to the general public (as described in paragraphs 93-107 of the Declaration of Chelsey Nelson in Support of Plaintiff’s Preliminary Injunction Motion), then Metro Ordinance § 92.05(A) requires Chelsey Nelson Photography LLC to supply photographs for same-sex weddings for the general public.

Response: Admit.

Request for Admission No. 18: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC supplies photograph editing services for opposite-sex weddings to the general public (as described in paragraph 166 of the Declaration of Chelsey Nelson in Support of Plaintiff’s Preliminary Injunction Motion), then Metro Ordinance § 92.05(A) requires Chelsey Nelson Photography LLC to supply photograph editing services for same-sex marriage to the

general public.

Response: Admit.

Request for Admission No. 19: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC supplies blogs for opposite-sex weddings to the general public as part of its paid photography services, then Metro Ordinance § 92.05(A) requires Chelsey Nelson Photography LLC to supply blogs for same-sex weddings to the general public as part of its paid photography services.

Response: Admit.

Request for Admission No. 20: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC responds within 24 hours to an opposite-sex couple's request for wedding photography, then Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(A) if it did not respond to a same-sex couple's request for wedding photography within 24 hours solely because the requested photography would be for a same-sex wedding.

Objection/Response: Defendants object to this Request as improper because it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case.

Request for Admission No. 21: Please admit or deny whether, according to you, if Chelsey Nelson Photography LLC responds within 24 hours to an opposite-sex couple's request for wedding photography, then Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it did not respond to a same-sex couple's request for wedding photography within 24 hours solely because the requested photography would be for a same-sex wedding.

Objection/Response: Defendants object to this Request as improper because it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case.

Request for Admission No. 22: Please admit or deny whether, according to you, Chelsey



Nelson Photography LLC violates Metro Ordinance § 92.05(A) if it asks prospective customers the following question: “Are you requesting wedding photography services for an opposite-sex wedding or a same-sex wedding?”

Objection/Response: Defendants object to this request as improper because it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case. Notwithstanding this objection and subject thereto, deny.

Request for Admission No. 23: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(B) if it asks prospective customers the following question: “Are you requesting wedding photography services for an opposite-sex wedding or a same-sex wedding?”

Objection/Response: Defendants object to this request as improper because it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case. Notwithstanding this objection and subject thereto, deny.

Request for Admission No. 24: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(A) by maintaining the policy described in § 2.3(e) of its operating agreement attached as Exhibit 6.

Objection/Response: Defendants object that the use of “maintaining” is too vague and ambiguous to allow Defendants to admit or deny this request. Defendants further object to the extent it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case. Subject to these objections, Defendants further respond that Metro Ordinance § 92.05(A) does not regulate the content of Chelsey Nelson Photography LLC’s operating agreement. Metro Ordinance § 92.05(A) prohibits Chelsey Nelson Photography LLC from denying an individual the full and equal enjoyment of Chelsey Nelson Photography LLC’s goods and services on the ground of race,

color, religion, national origin, disability, sexual orientation or gender identity.

Request for Admission No. 25: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(B) by maintaining the policy described in § 2.3(e) of its operating agreement attached as Exhibit 7.

Objection/Response: Defendants object that the use of “maintaining” is too vague and ambiguous to allow Defendants to admit or deny this request. Defendants further object to the extent it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case. Subject to these objections, Defendants further respond that Metro Ordinance § 92.05(B) does not regulate the content of Chelsey Nelson Photography LLC’s operating agreement. Metro Ordinance § 92.05(B) prohibits Chelsey Nelson Photography LLC from directly or indirectly publishing, circulating, issuing, displaying, mailing, or publishing a written, printed, oral or visual communication, notice, or advertisement, which indicates that Chelsey Nelson Photography LLC’s goods and services will be refused, withheld, or denied an individual on account of his/her race, color, religion, national origin, disability, sexual orientation or gender identity.

Request for Admission No. 26: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(A) if it maintains a policy and practice of photographing opposite-sex weddings, not same-sex weddings.

Objection/Response: Defendants object that the use of “maintains a policy” is too vague and ambiguous to allow Defendants to admit or deny that part of this request. Subject to that objection, Defendants further respond that Metro Ordinance § 92.05(A) does not regulate the content of Chelsey Nelson Photography LLC’s policies. Metro Ordinance § 92.05(A) prohibits Chelsey Nelson Photography LLC from denying an individual the full and equal enjoyment of Chelsey Nelson Photography LLC’s goods and services on the ground of race, color, religion,

national origin, disability, sexual orientation or gender identity. Notwithstanding these objections and subject thereto, admit with respect to “practice.”

Request for Admission No. 27: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(B) if it maintains a policy and practice of photographing opposite-sex weddings, not same-sex weddings.

Objection/Response: Defendants object that this request presents an incomplete hypothetical that makes it impossible to apply Metro Ordinance § 92.05(B). Defendants restate their general objection and citation to legal authority with respect to hypothetical requests for admission. Subject to these objections, Defendants further respond that Metro Ordinance § 92.05(B) prohibits Chelsey Nelson Photography LLC from directly or indirectly publishing, circulating, issuing, displaying, mailing, or publishing a written, printed, oral or visual communication, notice, or advertisement, which indicates that Chelsey Nelson Photography LLC’s goods and services will be refused, withheld, or denied an individual on account of his/her race, color, religion, national origin, disability, sexual orientation or gender identity.

Request for Admission No. 28: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(A) if it maintains a policy and practice of editing photographs of opposite-sex weddings, not same-sex weddings.

Objection/Response: Defendants object that the use of “maintains a policy” is too vague and ambiguous to allow Defendants to admit or deny that part of this request. Subject to that objection, Defendants further respond that Metro Ordinance § 92.05(A) does not regulate the content of Chelsey Nelson Photography LLC’s policies. Metro Ordinance § 92.05(A) prohibits Chelsey Nelson Photography LLC from denying an individual the full and equal enjoyment of Chelsey Nelson Photography LLC’s goods and services on the ground of race, color, religion,

national origin, disability, sexual orientation or gender identity. Notwithstanding this objection and subject thereto, admit with respect to “practice.”

Request for Admission No. 29: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(B) if it maintains a policy and practice of editing photographs of opposite-sex weddings, not same-sex weddings.

Objection/Response: Defendants object that this request presents an incomplete hypothetical that makes it impossible to apply Metro Ordinance § 92.05(B) and further that the term “policy” is vague and undefined. Defendants further object to the extent it seeks a legal conclusion based on hypothetical facts unrelated to the facts of this case. Subject to these objections, Defendants further respond that Metro Ordinance § 92.05(B) prohibits Chelsey Nelson Photography LLC from directly or indirectly publishing, circulating, issuing, displaying, mailing, or publishing a written, printed, oral or visual communication, notice, or advertisement, which indicates that Chelsey Nelson Photography LLC’s goods and services will be refused, withheld, or denied an individual on account of his/her race, color, religion, national origin, disability, sexual orientation or gender identity.

Request for Admission No. 30: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(A) if it maintains a policy and practice of writing blogs about opposite-sex weddings as a part of its paid photography services, not blogs about same-sex weddings.

Objection/Response: Defendants object to this request as improper hypothetical. *See*, General Objection and caselaw cited above. Notwithstanding this objection and subject thereto, admit with respect to practice. Defendants further object that the use of “maintains a policy” is too vague and ambiguous to allow Defendants to admit or deny that part of this request. Subject to

these objections, Defendants further respond that Metro Ordinance § 92.05(A) does not regulate the content of Chelsey Nelson Photography LLC's policies. Metro Ordinance § 92.05(A) prohibits Chelsey Nelson Photography LLC from denying an individual the full and equal enjoyment of Chelsey Nelson Photography LLC's goods and services on the ground of race, color, religion, national origin, disability, sexual orientation or gender identity.

Request for Admission No. 31: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violates Metro Ordinance § 92.05(B) if it maintains a policy and practice of writing blogs about opposite-sex weddings as a part of its paid photography services, not blogs about same-sex weddings.

Objection/Response: Defendants object that this request presents an incomplete hypothetical that makes it impossible to apply Metro Ordinance § 92.05(B). Hypotheticals are not the proper subject of a request for admission. *See* also General Objection and caselaw above. Subject to these objections, Defendants further respond that Metro Ordinance § 92.05(B) prohibits Chelsey Nelson Photography LLC from directly or indirectly publishing, circulating, issuing, displaying, mailing, or publishing a written, printed, oral or visual communication, notice, or advertisement, which indicates that Chelsey Nelson Photography LLC's goods and services will be refused, withheld, or denied an individual on account of his/her race, color, religion, national origin, disability, sexual orientation or gender identity.

Request for Admission No. 32: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(A) if it posted the statement attached as Exhibit 8 on its website.

Response: Deny.

Request for Admission No. 33: Please admit or deny whether, according to you, Chelsey

Nelson Photography LLC would violate Metro Ordinance § 92.05(A) if it posted the statement attached as Exhibit 9 on its website.

Response: Deny.

Request for Admission No. 34: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it posted the statement attached as Exhibit 8 on its website.

Response: Admit with respect to that portion of Exhibit 8 which reads: “I also can’t photograph anything that conflicts with my religious conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don’t photograph same-sex weddings or ceremonies celebrating an open marriage).” Deny with respect to the remainder of Exhibit 8.

Request for Admission No. 35: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it posted the statement attached as Exhibit 9 on its website.

Response: Admit with respect to that portion of Exhibit 9 which reads: “I also can’t edit photographs that conflict with my religious convictions, including the conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don’t edit same-sex weddings or ceremonies celebrating open marriage).” Deny with respect to the remainder of Exhibit 9.

Request for Admission No. 36: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(A) if it posted the statement attached as Exhibit 8 on its social media sites.

Response: Deny.

Objection/Response: Objection. This request is an exact duplicate of Request No. 35.

Request for Admission No. 42: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it posted the statement attached as Exhibit 8 on its social media sites.

Response: Admit with respect to that portion of Exhibit 8 which reads: “I also can’t photograph anything that conflicts with my religious conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don’t photograph same-sex weddings or ceremonies celebrating an open marriage).” Deny with respect to the remainder of Exhibit 8.

Request for Admission No. 43: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it posted the statement attached as Exhibit 9 on its social media sites.

Response: Admit with respect to that portion of Exhibit 9 which reads: “I also can’t edit photographs that conflict with my religious convictions, including the conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don’t edit same-sex weddings or ceremonies celebrating open marriage).” Deny with respect to the remainder of Exhibit 9.

Request for Admission No. 44: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it made the statement attached as Exhibit 8 directly to a prospective customer.

Objection/Response: Defendants object to this request for admission as an improper request based on a hypothetical. *See also* General Objection and caselaw cited above. Notwithstanding this objection and subject thereto, admit with respect to that portion of Exhibit 8

which reads: “I also can’t photograph anything that conflicts with my religious conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don’t photograph same-sex weddings or ceremonies celebrating an open marriage).” Deny with respect to the remainder of Exhibit 8.

Request for Admission No. 45: Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it made the statement attached as Exhibit 9 directly to a prospective customer.

Objection/Response: Defendants object to this request for admission as an improper request based on a hypothetical. *See also* General Objection and caselaw cited above. Notwithstanding this objection and subject thereto, admit with respect to that portion of Exhibit 9 which reads: “I also can’t edit photographs that conflict with my religious convictions, including the conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don’t edit same-sex weddings or ceremonies celebrating open marriage).” Deny with respect to the remainder of Exhibit 9.

Request for Admission No. 46: Please admit or deny whether you have ever investigated Crystal Ludwick Photo for violating Metro Ordinance § 92.05(A) or § 92.05(B) by posting the statement contained in Exhibit 10.

Response: Deny.

Request for Admission No. 47: Please admit or deny whether you have ever investigated Pandora Productions for violating Metro Ordinance § 92.05(A) or § 92.05(B) by posting the statement contained in Exhibit 11.

Response: Deny.

Request for Admission No. 48: Please admit or deny whether the Commission published



the statement written by Dawn Wilson attached as Exhibit 12.

Response: Admit.

Request for Admission No. 49: Please admit or deny whether, according to you, Metro Ordinance § 92.05(C) applies to Chelsey Nelson Photography LLC if Chelsey Nelson Photography LLC is not a restaurant, hotel, motel, or supported directly or indirectly by government funds.

Objection/Response: Objection to the request as vague and ambiguous. Defendants object to this request for admission as an improper request based on a hypothetical. *See also* General Objection and caselaw cited above. Notwithstanding this objection and subject thereto, admit that Metro Ordinance § 92.05(C) does not apply to Chelsey Nelson Photography LLC.

Request for Admission No. 50: Please admit or deny whether there are multiple wedding photographers in Louisville who publicly indicate a willingness to create photographs for same-sex weddings.

Objection/Response: Objection to the request as irrelevant and as seeking information outside of Defendants' knowledge, custody, or control. Subject to these objections, Defendants do not contend that there are no wedding photographers in Louisville who are willing to photograph same-sex weddings.

Request for Admission No. 51: Please admit or deny whether there are multiple wedding photographers in Louisville who publicly indicate a willingness to write blogs for same-sex weddings as a paid service.

Objection/Response: Objection to the request as irrelevant, and not likely to lead to the discovery of admissible evidence. Subject to this objection, Defendants lack sufficient knowledge, information, or belief upon reasonable inquiry to admit or deny this request.

Request for Admission No. 52: Please admit or deny whether there are multiple

photography editors across the county who publicly indicate a willingness to edit photographs as a paid service for same-sex weddings.

Objection/Response: Objection to the request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to this objection, Defendants lack sufficient knowledge, information, or belief after reasonable inquiry to admit or deny this request.

Request for Admission No. 53: Please admit or deny whether there are multiple wedding photographers in Louisville who create photographs for same-sex weddings as a paid service for the general public.

Objection/Response: Objection to the request as irrelevant, not likely to lead to the discovery of admissible evidence, and as seeking information outside of Defendants' knowledge, custody, or control. Subject to these objections, Defendants do not contend that there are no wedding photographers in Louisville who are willing to photograph same-sex weddings.

Request for Admission No. 54: Please admit or deny whether there are multiple wedding photographers in Louisville who write blogs for same-sex weddings as a paid service for the general public.

Objection/Response: Objection to the request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to this objection, Defendants lack sufficient knowledge, information, or belief upon reasonable inquiry to admit or deny this request.

Request for Admission No. 55: Please admit or deny whether there are multiple photography editors across the country who edit photographs for same-sex weddings as a paid service for the general public.

Objection/Response: Objection to the request as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to this objection, Defendants lack sufficient knowledge,

information, or belief after reasonable inquiry to admit or deny this request.

Request for Admission No. 56: Please admit or deny whether, according to you, a place of public accommodation supplying paid photography services to the general public violates Metro Ordinance Metro Ordinance § 92.05(A) if it provides the same photography services for opposite-sex and same-sex weddings.

Response: Deny.

Request for Admission No. 57: Please admit or deny whether, according to you, a place of public accommodation supplying paid photography editing services to the general public violates Metro Ordinance Metro Ordinance § 92.05(A) if it provides the same photography editing services for opposite-sex and same-sex weddings.

Response: Deny.

Request for Admission No. 58: Please admit or deny whether, according to you, a place of public accommodation supplying blogging services as part of its paid photography services to the general public violates Metro Ordinance Metro Ordinance § 92.05(A) if it provides the same blogging services for opposite-sex and same-sex weddings as part of its paid photography services.

Response: Deny.

Respectfully submitted,

MIKE O'CONNELL  
JEFFERSON COUNTY ATTORNEY

/s/ Casey L. Hinkle  
John F. Carroll  
Jason D. Fowler  
Assistant Jefferson County Attorneys  
531 Court Place, Ste. 900  
Louisville, Kentucky 40202  
(502) 574-6321  
[john.carroll2@louisvilleky.gov](mailto:john.carroll2@louisvilleky.gov)  
[jason.fowler@louisvilleky.gov](mailto:jason.fowler@louisvilleky.gov)

# Exhibit 4

to

Plaintiffs' First Set of  
Requests for  
Admissions to  
Defendant

# Wedding Celebration Services Agreement

Entered into on \_\_\_\_\_ .

Engagement Session is scheduled for \_\_\_\_\_.

Wedding is scheduled for \_\_\_\_\_.

**Parties:**

**Chelsey Nelson Photography, LLC**

Known as "Photographer,"

And with

\_\_\_\_\_

Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client desires photography, photograph editing, and blogging for the purpose of their wedding.

Photographer has agreed to provide such services according to the terms set forth below.

## Services, Products, Schedule and Storage

**Package.** Client chooses Photographer's Wedding Celebration Services package.

**Services.** In this Agreement, "Services" means all of the services included in this section. Photographer shall provide Client with:

- **One pre-wedding consultation in person, by phone or via Skype**
- **Bridal Guide Magazine**
- **Timeline Consultation**
- **One Engagement Session and online gallery**
- **Mileage for Engagement Session Travel and Wedding Day Travel**
- **8 hours of coverage on the wedding day**
- **Second photographer to assist on the wedding day if necessary**
- **3-5 High-Resolution Images delivered via an online gallery the day after the wedding date**
- **Blog post highlighting the Photographer's favorite images from the engagement and wedding**
- **Keepsake box with prints**
- **High-Resolution Images delivered via online gallery by   \  \**

**Schedule.** Photographer shall arrive no later than **15 minutes before the start time of photography coverage** to provide Client with Services. Client will provide Photographer and their assistant with a meal

of the same food served to guests and a reserved place to sit, either with guests or at a specific location near the reception area. Photographer will eat during the same period the Client (Bride and Groom) eats.

**Image Storage.** Digital copies of photographs produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After \_\_\ \\_\_, Client releases Photographer from any and all liability for lost or damaged files or photographs.

### Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is \$\_\_, \_\_. \_\_ and due in full by \_\_\_\_\_.

A non-refundable deposit of \$ \_\_. \_\_ (30% of \$ \_\_. \_\_) is due at signing which secures your date and is applied to the total cost for all Services.

Client shall pay the Total Cost to Photographer as follows:

30% of the total due on \_\_\ \\_\_, in the amount of \$ \_\_. \_\_

23% of the total due on \_\_\ \\_\_, in the amount of \$ \_\_. \_\_

23% of the total due on \_\_\ \\_\_, in the amount of \$ \_\_. \_\_

23% of the total due on \_\_\ \\_\_, in the amount of \$ \_\_. \_\_

**Fees.** Photographer's hourly rate is **\$300** per each hour spent on Client's Services over the allotted amount of time purchased. Photographer makes reasonable efforts to enhance, retouch, and edit Client's images in based on Photographer's editorial and artistic judgment before delivery of Client's final images. If Client requests further retouching or edits after delivery of Client's final images, then Client agrees to pay Photographer for any additional changes Photographer makes at Photographer's hourly rate. If Client implicitly or explicitly requests Photographer to continue Services beyond the hours set forth in this Agreement, Photographer will invoice Client for additional time.

**Late Fees.** If Photographer does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Photographer does not receive payment.

- For example, if Client owes Photographer \$1000 due on April 1 and fails to pay by April 14th. On April 15th, Client owes Photographer \$1015. On April 16th, Client owes Photographer \$1030.23. On April 17th, Client owes Photographer \$1045.68, and so on.

**Expenses.** Any expenses incurred by Photographer while providing Client with Services will be invoiced to Client in a timely manner. Such expenses include hotel stays for Events or ceremonies occurring **60** or more miles away from zip code **40220**. Client is responsible for paying for and delivering any third party products Client wishes Photographer to utilize by \_\_\ \\_\_. At Photographer's discretion, Photographer will make reasonable efforts to integrate Client's suggestions.

# Exhibit 5

to

Plaintiffs' First Set of  
Requests for  
Admissions to  
Defendant

# Boutique Editing Services Agreement

Entered into on \_\_\_\_\_.

Parties:

Chelsey Nelson Photography LLC

Known as "Editor"

and

\_\_\_\_\_  
Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client wishes to hire Editor to provide services relating to Client's editing and enhancement services as detailed in this Agreement. Editor has agreed to provide such services according to the terms of this Agreement and pursuant to the Beliefs, Purposes, and Practices of Chelsey Nelson Photography, LLC.

## Editor's Brand and Goodwill

Editor is a for-profit Limited Liability Company that exists to create positive stories celebrating beauty, goodness, and truth. As such, Editor exercises artistic and editorial judgment, creates artwork, and uses its platform to promote these values, which are informed and defined by distinct religious and artistic beliefs. Editor reserves the right to and shall decline any work or project that promotes messages, events, services, actions, products, or organizations inconsistent with these beliefs, including works that demean people, condone racism, sexually objectify someone, celebrate pornographic, vulgar, or obscene material, or otherwise contradict Editor's artistic or religious beliefs. These values form Editor's unique brand and goodwill ("Brand and/or Goodwill"). The Parties understand and acknowledge that Editor derives significant meaning and value from its Brand and Goodwill.

## Services

Editor shall provide Client with the following services and/or products ("Services"): Boutique Editing Services.



## Delivery of Services

**Delivery of Services.** Editor will provide all Services within 10 days of receiving each individual gallery to edit unless otherwise specified in this Agreement. Culling services may lengthen turnaround times by 1-2 days.

## Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is due in full within 5 days of gallery file delivery. Client shall pay the Total Cost to Editor as follows: \$0.\_\_\_\_ cents per edited and enhanced image, and \$0.\_\_\_\_ cents per culled image (using the image count when full unedited gallery is received).

Editor will send Client payment requests via Honeybook.

## Services, Products, Schedule and Storage

**Package.** Client chooses Editor's **Boutique Editing Services** package.

**Services.** In this Agreement, "Services" means any and/or all of the services included in this section.

Editor shall provide Client with:

- **Color Correction**
- **Straightening**
- **Noise Reduction**
- **Black & White Conversion**
- **Editing & Enhancement**
- **Culling (when specified)**

**Schedule.** Editor shall deliver edited images no later than **10 days after receiving images or 12 days after receiving images if culling services are requested** to provide Client with Services unless Editor gives written notice to Client, understanding that emergencies and peak editing seasons can lengthen turnaround time. If images are delivered to Editor after 5:00pm Eastern time, the 10 day turnover schedule will begin the next business day.

**Image Storage.** Digital copies of Smart Previews produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After **5 days** of delivery of final images and/or products Client releases Editor from any and all liability for lost or damaged files or photographs.

## Intellectual Property

**Copyright Ownership.** Editor's editing and enhancement techniques create derivative works protected by copyright law. Client agrees and represents that the subject matter and intended use of Editor's derivative works does not conflict with or compromises Editor's Brand or Goodwill. By virtue of this agreement, Editor agrees to transfer to Client all copyrights in any and all work(s) Editor creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States

# Exhibit 6

to

Plaintiffs' First Set of  
Requests for  
Admissions to  
Defendant

## OPERATING AGREEMENT FOR MEMBER-MANAGED CHELSEY NELSON PHOTOGRAPHY LLC

### INTRODUCTION

This Operating Agreement is made on October 31, 2019, between Chelsey Nelson Photography LLC, a Kentucky limited-liability company (the “Company”) and Chelsey Nelson, the sole member (the “Owner”), and any future members (individually, a “Member” and collectively, the “Members”), who agree as follows:

### ARTICLE I. FORMATION

1.1. Articles of Organization: The Company has been organized as a Kentucky Limited Liability Company under and pursuant to the Kentucky Limited Liability Company Act, KRS Chapter 275 (the “Act”), by delivering the Articles of Organization (the “Articles”) to the office of the Secretary of State for filing as required by the Act.

1.2. Name: The name of the Company is Chelsey Nelson Photography LLC. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.

1.3. Registered Office and Registered Agent: The Registered Office and Registered Agent of the Company will be as designated in the initial Articles. The Registered Office and/or Registered Agent may be changed by the Members. Any such change will be made in accordance with the Act. If the Registered Agent resigns, the Company will promptly appoint a successor.

1.4. Principal Office: The Principal Office will be as designated in the initial Articles. The location of the Principal Office may be changed by the Members.

### ARTICLE II. PURPOSE

2.1. Business Purpose: The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2.2. Additional Purpose: The Company is a for-profit limited liability company that tells positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy. The Company is owned solely by the Owner, who is a Christian photographer and who operates the business in accordance with her religious and artistic beliefs as a means to glorify and honor God.

2.3. Beliefs, Purposes, and Practices: The Company affirms the following Beliefs, Purposes, and Practices:

- a) The Owner believes she must glorify God and follow God’s commands with her thoughts, deeds, and talents.

- b) The Owner believes that God is sovereign over her whole life, and that she must live her life consistent with her faith. Therefore, the Owner tries to operate the Company in accordance with her faith, including by reaching business decisions which are consistent with biblical principles. Specifically, the Company seeks to love God, love its neighbor, and share God's truth and beauty in what it does, says, creates, and in how it serves its customers with love, excellence, and honesty.
- c) The Owner believes that God created humanity in His image. The Owner also believes that God was the first creator, artist, and storyteller, and so she reflects Him when she uses her God-given skills to tell positive stories about God and His creation. Because God's creation is good and can point us to Him (Romans 1:19-20), God calls us to focus on what is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy around us (Philippians 4:8). In light of these beliefs, the Company exists for this purpose: to tell Philippians 4:8 stories—positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy.
- d) Based on these beliefs, the Company must create stories and use its platforms to positively depict that which is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy, as defined by the Owner's religious beliefs. The Company cannot create or convey anything that contradicts these things or that otherwise violate its artistic and religious beliefs.
- e) As a result, the Company's policy and established practice is to decline any request that violates its artistic and religious beliefs regardless of who makes that request or the requestor's sex, race, religion, sexual orientation, or any other status. For example, the Company will decline any request for photographing, editing, or blogging that promotes messages, events, services, actions, products, or organizations that demean other people, devalue God's creation, condone racism, sexually objectify someone, celebrate pornography, praise vulgarity, promote any marriage besides marriage between one man and one woman (such as same-sex marriage or open marriage), or otherwise contradict biblical principles.
- f) The Owner of the Company will adhere to the above artistic and religious principles even if doing so effects the Company's profit.

### **ARTICLE III. BOOKS, RECORDS, AND ACCOUNTING**

**3.1. Books and Records:** The Company's books and records shall be maintained on that method of accounting selected by the Members. The Company will maintain at its Principal Office, or at some other location chosen by the Members, the Company records required to be maintained under the Act.

**3.2. Fiscal Year; Accounting:** The Company's fiscal year will be the calendar year. The particular accounting methods and principles to be followed by the Company will be selected by the Members from time to time.

# Exhibit 7

to

Plaintiffs' First Set of  
Requests for  
Admissions to  
Defendant

## OPERATING AGREEMENT FOR MEMBER-MANAGED CHELSEY NELSON PHOTOGRAPHY LLC

### INTRODUCTION

This Operating Agreement is made on October 31, 2019, between Chelsey Nelson Photography LLC, a Kentucky limited-liability company (the “Company”) and Chelsey Nelson, the sole member (the “Owner”), and any future members (individually, a “Member” and collectively, the “Members”), who agree as follows:

### ARTICLE I. FORMATION

1.1. Articles of Organization: The Company has been organized as a Kentucky Limited Liability Company under and pursuant to the Kentucky Limited Liability Company Act, KRS Chapter 275 (the “Act”), by delivering the Articles of Organization (the “Articles”) to the office of the Secretary of State for filing as required by the Act.

1.2. Name: The name of the Company is Chelsey Nelson Photography LLC. The business of the Company may be conducted under such trade or fictitious names as the Members may determine.

1.3. Registered Office and Registered Agent: The Registered Office and Registered Agent of the Company will be as designated in the initial Articles. The Registered Office and/or Registered Agent may be changed by the Members. Any such change will be made in accordance with the Act. If the Registered Agent resigns, the Company will promptly appoint a successor.

1.4. Principal Office: The Principal Office will be as designated in the initial Articles. The location of the Principal Office may be changed by the Members.

### ARTICLE II. PURPOSE

2.1. Business Purpose: The purpose of the Company is to engage in any lawful business that may be engaged in by a limited liability company organized under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2.2. Additional Purpose: The Company is a for-profit limited liability company that tells positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy. The Company is owned solely by the Owner, who is a Christian photographer and who operates the business in accordance with her religious and artistic beliefs as a means to glorify and honor God.

2.3. Beliefs, Purposes, and Practices: The Company affirms the following Beliefs, Purposes, and Practices:

- a) The Owner believes she must glorify God and follow God’s commands with her thoughts, deeds, and talents.

- b) The Owner believes that God is sovereign over her whole life, and that she must live her life consistent with her faith. Therefore, the Owner tries to operate the Company in accordance with her faith, including by reaching business decisions which are consistent with biblical principles. Specifically, the Company seeks to love God, love its neighbor, and share God's truth and beauty in what it does, says, creates, and in how it serves its customers with love, excellence, and honesty.
- c) The Owner believes that God created humanity in His image. The Owner also believes that God was the first creator, artist, and storyteller, and so she reflects Him when she uses her God-given skills to tell positive stories about God and His creation. Because God's creation is good and can point us to Him (Romans 1:19-20), God calls us to focus on what is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy around us (Philippians 4:8). In light of these beliefs, the Company exists for this purpose: to tell Philippians 4:8 stories—positive stories about what is true and what is right, what is lovely and what is pure, what is excellent and what is praiseworthy.
- d) Based on these beliefs, the Company must create stories and use its platforms to positively depict that which is true, noble, right, pure, lovely, admirable, excellent, and praiseworthy, as defined by the Owner's religious beliefs. The Company cannot create or convey anything that contradicts these things or that otherwise violate its artistic and religious beliefs.
- e) As a result, the Company's policy and established practice is to decline any request that violates its artistic and religious beliefs regardless of who makes that request or the requestor's sex, race, religion, sexual orientation, or any other status. For example, the Company will decline any request for photographing, editing, or blogging that promotes messages, events, services, actions, products, or organizations that demean other people, devalue God's creation, condone racism, sexually objectify someone, celebrate pornography, praise vulgarity, promote any marriage besides marriage between one man and one woman (such as same-sex marriage or open marriage), or otherwise contradict biblical principles.
- f) The Owner of the Company will adhere to the above artistic and religious principles even if doing so effects the Company's profit.

### **ARTICLE III. BOOKS, RECORDS, AND ACCOUNTING**

**3.1. Books and Records:** The Company's books and records shall be maintained on that method of accounting selected by the Members. The Company will maintain at its Principal Office, or at some other location chosen by the Members, the Company records required to be maintained under the Act.

**3.2. Fiscal Year; Accounting:** The Company's fiscal year will be the calendar year. The particular accounting methods and principles to be followed by the Company will be selected by the Members from time to time.

# Exhibit 8

to

Plaintiffs' First Set of  
Requests for  
Admissions to  
Defendant



## My Heart for Weddings

My highest aim of creative expression is to honor God. This looks like focusing on and filling minds with whatever is true or noble, whatever is right or pure, whatever is lovely or admirable, excellent or praiseworthy ([based on Philippians 4](#)). This mentality inspires my photography, blogging, and how I try to serve my clients.

I believe marriage is a special gift from God that represents Jesus Christ's love for his Church, and it all begins at a wedding between a man and a woman. A celebration where love, joy, purity and beauty are publicly proclaimed. When I get to photograph a wedding, I get to share in the ceremony and publicly celebrate the start of a new relationship between the bride and groom. No other human relationship is quite like it in terms of beauty or significance.

God's word greatly impacts my life and business. Practically, this means I don't photograph every wedding that comes my way. I cannot positively depict anything that demeans others, sexually objectifies others, or devalues marriage between one man and one woman. I also can't photograph anything that conflicts with my religious conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don't photograph same-sex weddings or ceremonies celebrating an open marriage).

I believe *everyone* is beautifully made in the image of God and deserves respect. I appreciate the freedom to create and highlight beauty in such a way that is consistent with my beliefs and presents those messages in the best light possible.

# Exhibit 9

to

Plaintiffs' First Set of  
Requests for  
Admissions to  
Defendant

## My Heart

My highest aim of creative expression is to honor God. This looks like focusing on and filling minds with whatever is true or noble, whatever is right or pure, whatever is lovely or admirable, excellent or praiseworthy ([based on Philippians 4](#)). This mentality inspires my photography, photo editing, and how I try to serve my clients.

I specialize in light, bright + airy edits, emphasizing the beauty and goodness of the world around us. For my wedding photographers, I edit to celebrate and treasure the beauty of marriage between a man and a woman. For my branding photographers, I edit with an eye towards telling a story about the business or product to make it come alive in a positive, exciting way. Because I make each edit to enhance the beauty of the photograph, I can't celebrate every event or business.

God's word greatly impacts my life. Practically, this means I don't edit every project that comes my way. I cannot edit anything that demeans others, sexually objectifies others, or devalues marriage between one man and one woman. I also can't edit photographs that conflict with my religious convictions, including the conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don't edit same-sex weddings or ceremonies celebrating open marriage).

I believe *everyone* is beautifully made in the image of God and deserves respect. I appreciate the freedom to create and highlight beauty in such a way that is consistent with my beliefs and presents those messages in the best light possible.

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION**

---

**CHELSEY NELSON PHOTOGRAPHY  
LLC and CHELSEY NELSON,**

**Plaintiffs,**

**v.**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT, et al.,**

**Defendants.**

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**Case No. 3:19-cv-851-BJB-CHL**

**DEFENDANTS' OBJECTIONS AND RESPONSES TO  
PLAINTIFFS' FIRST SET OF INTERROGATORIES**

Defendants Louisville/Jefferson County Metro Government, Louisville Metro Human Relations Commission – Enforcement, Louisville Metro Human Relations Commission – Advocacy, Kendall Boyd, in his official capacity as (former) Executive Director of the HRC, Marie Dever, Kevin Delahanty, Charles Lanier, Sr., Laila Ramey (former member), William Sutter, Ibrahim Syed, and Leonard Thomas, in their official capacities as members of the Louisville Metro Human Relations Commission-Enforcement (collectively, “Defendants”), by counsel, pursuant to Federal Rules of Civil Procedure 26 and 33, hereby provide their objections and answers to the First Set of Interrogatories served by the Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson (collectively, “Plaintiffs” or “Chelsey Nelson”), as follows:

**DEFINITIONS USED HEREIN**

1. The term “Commission” refers to the Louisville Metro Human Relations Commission or its authorized representative. As the context requires, “Commission” may refer to

2. Do you contend that Chelsey Nelson Photography LLC must offer the exact same terms as set forth in its Wedding Celebration Services Agreement (attached as Exhibit 1) under the heading “Services, Products, Schedule and Storage” to those requesting photography services for same-sex weddings as for those requesting photography services for opposite-sex weddings? If so, identify the basis for your response. If not, identify the basis for your response, and which terms Chelsey Nelson Photography LLC may decline to offer in response to requests for same-sex engagement or wedding photographs even when she offers those same services for opposite-sex weddings.

**Answer:**

Chelsey Nelson Photography LLC must offer the services set forth on Exhibit 1 on the exact same terms and conditions for both same-sex weddings and opposite-sex weddings. The basis for this response is that the refusal to offer the same terms and conditions to both same-sex and opposite-sex couples would violate the Public Accommodations Provision of the Metro Ordinance.

3. Do you contend that Chelsey Nelson Photography LLC must offer the exact same terms as set forth in its Boutique Editing Services Agreement (attached as Exhibit 2) under the heading “Services, Products, Schedule and Storage” to those requesting editing services for same-sex weddings as for those requesting editing services for opposite-sex weddings? If so, identify the basis for your response. If not, identify the basis for your response, and which terms Chelsey Nelson Photography LLC may decline to offer in response to requests for editing same-sex wedding photographs.

**Answer:**

Chelsey Nelson Photography LLC must offer the services set forth on Exhibit 2 on the exact same terms and conditions for both same-sex weddings and opposite-sex weddings. The basis for this response is that the refusal to offer the same terms and conditions to both same-sex and opposite-sex couples would violate the Public Accommodations Provision of the Metro Ordinance.

4. Do you contend that Chelsey Nelson Photography LLC and Chelsey Nelson may not decline to attend or participate in a same-sex wedding ceremony with prayers and a pronouncement of the marriage if they would attend or participate in an opposite-sex wedding ceremony with prayers and a pronouncement of the marriage? Identify the basis for your response.

**Objection/Answer:**

Defendants object to this interrogatory because the phrase “attend or participate” is not defined, is ambiguous, seemingly conclusory, and could be misleading as to what would be required of the Plaintiffs should they be requested to take pictures at a same-sex wedding, which has not occurred, and is therefore a hypothetical situation. For purposes of this interrogatory, Defendants interpret “participate” as something other than providing the services Plaintiffs are hired to provide. Subject to these objections, Defendants state that Plaintiffs are required by the Public Accommodations Provision to provide the same wedding photography services to both same-sex and opposite-sex couples, whether or not the wedding involves “prayers and a pronouncement of the marriage.” Plaintiffs are required to “attend” a same-sex wedding to the extent necessary to provide the services requested, whether or not the wedding involves “prayers and a pronouncement of the marriage.” Defendants are not required to “participate” in a same-sex wedding involving “prayers and a pronouncement of the marriage,” even if the Plaintiffs would “participate” in an opposite-sex wedding fitting that description.

5. State all material facts supporting your response to Request for Admission No. 49.

**Objection/Answer:**

Defendants object to this Interrogatory on the grounds that it is not clear what the Admission is seeking to establish. It is undisputed that Chelsey Nelson Photography LLC “is not a restaurant, hotel, motel, or supported directly or indirectly by government funds.” Because of this, the referenced provision of the Metro Ordinance does not apply to Chelsey Nelson Photography LLC.

6. Do you contend that persons living within the geographic boundaries of the Louisville/Jefferson County Metro Government do not have access to wedding photographers willing to photograph same-sex weddings? Identify all material facts that support your contention.

**Objection/Answer:**

Defendants object to this Interrogatory as seeking information that is irrelevant to adjudicating the merits of this dispute and not likely to lead to the discovery of admissible evidence. Subject to that objection, Defendants do not contend that there are no wedding photographers within the geographic boundaries of the Louisville/Jefferson County Metro Government who are willing to provide services to same-sex couples. Defendants further state that if wedding photographers are permitted to discriminate against same-sex couples, the level of access to this service would be inferior to that available to opposite-sex couples.

7. Do you contend that any person living within the geographic boundaries of the Louisville/Jefferson County Metro Government has ever been denied access to wedding photography for a same-sex wedding photography? Identify all material facts that support your contention.

**Objection/Answer:**

Defendants object to this Interrogatory as seeking information that is irrelevant and not likely to lead to the discovery of admissible evidence and to adjudicating the merits of this dispute. Subject to that objection, the Commission is not aware of any specific instance on which a person has been denied access to wedding photography services on the basis of his or her sexual orientation; however, Defendants do not believe that lack of knowledge of a specific instance of such discrimination proves that this has never happened. Moreover, Defendants contend that the Public Accommodations Provision guarantees equal access to this service by same-sex couples, which would not exist if all such service providers are not required to comply with the Public Accommodations Provision.

would want to know all of the facts or with any government authority would want to know what exactly was requested. What has the vendor provided in the past? Was it similar? You know, so are they willing to do something for money in this case but not in this case, and is that because of the protected classification? That's really the type of inquiry that the government, in good faith, must do.”).

Subject to these objections and clarifications, there are possible scenarios in which Chelsey Nelson Photography LLC and/or Chelsey Nelson could provide the referenced article and state the quoted statement to a same-sex couple requesting wedding photography without violating the Metro Ordinance, and there are possible scenarios in which these acts, together with other factors, could be tantamount to a refusal to provide the service in violation of the Unwelcome Clause.

9. On page 20 of the August 7, 2020 Preliminary Injunction Hearing transcript (attached as Exhibit 5), you state that Chelsey Nelson Photography LLC and/or Chelsey Nelson could tell a same-sex couple requesting its services that “I am an excellent wedding photographer, but because of my belief system, I’m going to be uncomfortable, and I’ll do my best, as I’m required to do, but the pictures probably ... won’t be as good.” Do you contend that Chelsey Nelson Photography LLC and/or Chelsey Nelson could state the quoted statement to a same-sex couple requesting wedding photography without violating the Metro Ordinance? Identify the basis for your response.

**Objection/Answer:**

Defendants restate and incorporate by reference their objections and answers to Interrogatory No. 8. Defendants’ position in this case is that the Metro Ordinance regulates conduct and not speech. Defendants’ position is also that a service provider who refuses to provide services on the basis of sexual orientation thereby violates the Ordinance. Defendants further state that in order to evaluate whether a particular statement or series of statements violates the Denial Clause or the Unwelcome Clause, the Commission would need to know all of the facts, including understanding the entire interaction between the customer and service provider in its full context.



Therefore, it is not possible based on this limited hypothetical to predict the outcome of an actual case in which that series of statements was made without knowing all of the facts.

Subject to these objections and clarifications, Defendants state that there are possible scenarios in which Chelsey Nelson Photography LLC and/or Chelsey Nelson could make the quoted statements to a same-sex couple requesting wedding photography services without violating the Metro Ordinance, and there are possible scenarios in which these statements, together with other factors, could be tantamount to a refusal to provide the service in violation of the Unwelcome Clause.

10. On pages 62 and 63 of the August 7, 2020 Preliminary Injunction Hearing transcript (attached as Exhibit 6), you state that there was nothing preventing a “restauranteur . . . who had to open up his restaurant to black people” from “saying, ‘You know what? I don’t believe in mixed-race marriages.’” Do you contend that a restauranteur could make the quoted statement to an interracial couple without violating the Metro Ordinance? Identify the basis for your response.

**Objection/Answer:**

Defendants object to this Interrogatory on the grounds that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence to adjudicating the merits of this dispute. Defendants further object to this Interrogatory on the grounds that throughout the hearing, the Court and defense counsel from time to time discussed hypothetical scenarios not before the Court to assist the Court in understanding the broad legal issues presented in the case. Defendants further object to this Interrogatory on the grounds that it selectively quotes from the hearing transcript resulting in an incomplete rendering of the statement in its full context. Defendants refer the Plaintiffs to the complete discussion beginning on page 62 and ending on page 63.

Defendants’ position in this case is that a service provider who refuses to provide services on the basis of sexual orientation thereby violates the Metro Ordinance. The Defendants’ position

is also that the Metro Ordinance regulates conduct and not speech, and that any impact on speech is purely incidental to ensure that the conduct-based regulation is not circumvented. *See Rumsfeld v. Forum for Acad. & Institutional Rights, Inc.*, 547 U.S. 47, 62, 126 S. Ct. 1297, 1308, 164 L. Ed. 2d 156 (2006) (“Congress, for example, can prohibit employers from discriminating in hiring on the basis of race. The fact that this will require an employer to take down a sign reading ‘White Applicants Only’ hardly means that the law should be analyzed as one regulating the employer’s speech rather than conduct.”).

In the section of the Transcript quoted by the Plaintiffs, the Court and defense counsel were discussing the line between permissible speech and violations of the Denial Clause. Defense counsel pointed out that, like the Metro Ordinance, Title II of the Civil Rights Act of 1964 regulates conduct and not speech. Thus, while Title II would have required a racist restaurant owner to serve black customers on the same terms as white customers, it would not require him to be happy about it, or even prohibit him from expressing sincere opposition to mixed-race marriage, despite the fact that this opinion is morally abhorrent.<sup>1</sup> In response to questioning from the Court, defense counsel clarified that a racist restaurant owner could not say to a black customer “I wish you weren’t here” without violating the Unwelcome Clause of the Metro Ordinance (p. 63).<sup>2</sup>

Subject to these objections and clarifications, Defendants state that there are possible hypothetical scenarios in which a restaurant owner could make the quoted statement to a mixed-

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<sup>1</sup> Indeed, the U.S. Supreme Court acknowledged that the operators of a university had a First Amendment right to espouse “a genuine belief that the Bible forbids interracial dating and marriage.” *Bob Jones Univ. v. United States*, 461 U.S. 574, 603, 103 S. Ct. 2017, 2034-35 & fn. 28, 76 L. Ed. 2d 157 (1983) (holding that the “overriding interest in eradicating racial discrimination in education” outweighed “whatever burden denial of tax benefits places on petitioners’ exercise of their religious beliefs.”).

<sup>2</sup> While Title II does not appear to have a provision worded exactly like the “Unwelcome Clause,” Section 203 states that “[n]o person shall ... (b) intimidate, threaten, or coerce, or attempt to intimidate, threaten, or coerce any person with the purpose of interfering with any right or privilege secured by section 201 or 202...”

race or black couple requesting wedding photography services without violating the Metro Ordinance, and there are possible scenarios in which these statements, together with other factors, could be tantamount to a refusal to provide the service in violation of the Unwelcome Clause.

11. Do you contend, as you state on page 85 of the August 7, 2020 Preliminary Injunction Hearing transcript (attached as Exhibit 7), that “[i]t would be erroneous to suggest that somebody like Miss Nelson, who has the views that she has, should be viewed in the same way as somebody who opposed mixed-race marriage”? Identify the basis for your response and the specific dissimilarities you believe exist between the views of Chelsey Nelson Photography LLC and Chelsey Nelson and “somebody who opposed mixed-race marriage.”

**Objection/Answer:**

Defendants object to this Interrogatory on the grounds that the information requested is irrelevant and not likely to lead to the discovery of admissible evidence to adjudicating the merits of this dispute. Defendants further object to this Interrogatory on the grounds that throughout the hearing, the Court and defense counsel from time to time discussed hypothetical scenarios not before the Court to assist the Court in understanding the broad legal issues presented in the case. Defendants further object to this Interrogatory on the grounds that it selectively quotes from the hearing transcript resulting in an incomplete rendering of the statement in its full context. Defendants refer Plaintiffs to the complete discussion beginning on page 84 and ending on page 85.

After the quoted passage, defense counsel stated that “the position of Metro is not to build up any type of equivalence there or to cast aspersions and say that you're as bad as a racist if you believe in traditional marriage. That's not a position that we need to endorse here.” Transcript, p. 85. “Racism” can be defined as “a belief that race is a fundamental determinant of human traits and capacities and that racial differences produce an inherent superiority of a particular race.”

*Merriam-Webster Dictionary.*<sup>3</sup>

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<sup>3</sup> <https://www.merriam-webster.com/dictionary/racism>.

position is that Louisville Metro's interest in prohibiting discrimination on grounds sexual orientation is as compelling and as important as the interest in prohibiting discrimination on the basis of race. *See* Transcript, p. 68 ("I don't think there's any principle[d] basis to distinguish how compelling is the state interest in rooting out invidious racial discrimination versus evaluating how compelling is a state or local government's interest in eradicating invidious discrimination against sexual orientation.").

12. Do you contend that you have a compelling interest in requiring Chelsey Nelson Photography LLC and Chelsey Nelson to provide paid photography services for same-sex weddings if she provides paid photography services for opposite-sex weddings? If so, state all material facts that support your contention.

**Answer:**

Yes. Governments have a compelling state interest in rooting out all forms of discrimination that create social strife, cause humiliation, and produce economic inefficiency. Louisville Metro and its predecessor entities adopted the ordinance to address invidious discrimination against LGBTQ people. Pursuant to Fed. R. Civ. P. 33(d), Defendants refer to the Declaration of Policy in the Metro Ordinance (§ 92.01) and documents Bates stamped LOU METRO 00001-1166.

13. Do you contend that you have a compelling interest in requiring Chelsey Nelson Photography LLC and Chelsey Nelson to provide paid editing services for photographers photographing same-sex weddings if she provides paid editing services for photographers photographing opposite-sex weddings? If so, state all material facts that support your contention.

**Answer:**

*See* Answer to Interrogatory No. 12.

14. Do you contend that you have a compelling interest in requiring Chelsey Nelson Photography LLC and Chelsey Nelson to write blogs celebrating same-sex weddings as part of her paid photography services if she writes blogs celebrating opposite-sex weddings as part of her paid photography services? If so, state all material facts that support your contention.

**Objection/Answer:**

Defendants object to this Interrogatory on the grounds that the phrase “blogs celebrating opposite-sex weddings” is conclusory and argumentative. Defendants also object as this interrogatory seeks information regarding a hypothetical situation and therefore seeks irrelevant information not likely to lead to the discovery of admissible evidence. Notwithstanding these objections and subject thereto, the Public Accommodations Provision requires Plaintiffs to provide the same services to same-sex and opposite-sex couples. The Public Accommodations Provision does not dictate the content of Plaintiffs’ blogs. Subject to these objections and qualifications, Defendants refer to the Answer to Interrogatory No. 12.

15. Do you contend that the least restrictive means to achieve any government interest is to require Chelsey Nelson Photography LLC and Chelsey Nelson to provide paid photography services for same-sex weddings when she already provides paid photography services for opposite-sex weddings? If so, identify all material facts that support your contention, including all other alternative means you considered, when you considered those alternative means, and why you concluded those alternative means were ineffective.

**Answer:**

Yes. The Metro Ordinance cannot accomplish its important and compelling purpose of preventing discrimination if a significant segment of the population is permitted to discriminate on grounds of a sincere religious belief.

16. Do you contend that the least restrictive means to achieve any government interest is to require Chelsey Nelson Photography LLC and Chelsey Nelson to provide paid editing services for photographers photographing same-sex weddings when she already provides paid editing services for photographers photographing opposite-sex weddings? If so, identify all material facts that support your contention, including all other alternative means you considered, when you considered those alternative means, and why you concluded those alternative means were ineffective.

**Answer:**

*See Answer to Interrogatory No. 15.*

17. Do you contend that the least restrictive means to achieve any government interest is to require Chelsey Nelson Photography LLC and Chelsey Nelson to write blogs celebrating same-sex weddings as part of her paid photography services when she already writes blogs celebrating opposite-sex weddings as part of her paid photography services? If so, identify all material facts that support your contention, including all other alternative means you considered, when you considered those alternative means, and why you concluded those alternative means were ineffective.

**Answer:**

*See Answer to Interrogatory No. 15.*

Respectfully submitted,

MIKE O'CONNELL  
JEFFERSON COUNTY ATTORNEY

/s/ David S. Kaplan  
John F. Carroll  
Jason D. Fowler  
Assistant Jefferson County Attorneys  
531 Court Place, Ste. 900  
Louisville, Kentucky 40202  
(502) 574-6321  
[john.carroll2@louisvilleky.gov](mailto:john.carroll2@louisvilleky.gov)  
[jason.fowler@louisvilleky.gov](mailto:jason.fowler@louisvilleky.gov)

David S. Kaplan  
Casey L. Hinkle  
KAPLAN JOHNSON ABATE & BIRD LLP  
710 W. Main Street, 4<sup>th</sup> Floor  
Louisville, KY 40202  
(502)-416-1630  
[dkaplan@kaplanjohnsonlaw.com](mailto:dkaplan@kaplanjohnsonlaw.com)  
[chinkle@kaplanjohnsonlaw.com](mailto:chinkle@kaplanjohnsonlaw.com)

*Counsel for Defendants*

**VERIFICATION**

I, Kendall Boyd, believe, based on a reasonable inquiry, that the foregoing answers to interrogatories are true and correct to the best of my knowledge, information and belief but not necessarily fully of my own knowledge and so verify under penalty of perjury.

January 25, 2021

/s/ Kendall Boyd  
Kendall Boyd

# Exhibit 1

to

Plaintiffs' First Set of  
Interrogatories to  
Defendant



# Wedding Celebration Services Agreement

Entered into on \_\_\_\_\_ .

Engagement Session is scheduled for \_\_\_\_\_.

Wedding is scheduled for \_\_\_\_\_.

**Parties:**

**Chelsey Nelson Photography, LLC**

Known as "Photographer,"

And with

\_\_\_\_\_

Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client desires photography, photograph editing, and blogging for the purpose of their wedding.

Photographer has agreed to provide such services according to the terms set forth below.

## Services, Products, Schedule and Storage

**Package.** Client chooses Photographer's Wedding Celebration Services package.

**Services.** In this Agreement, "Services" means all of the services included in this section. Photographer shall provide Client with:

- **One pre-wedding consultation in person, by phone or via Skype**
- **Bridal Guide Magazine**
- **Timeline Consultation**
- **One Engagement Session and online gallery**
- **Mileage for Engagement Session Travel and Wedding Day Travel**
- **8 hours of coverage on the wedding day**
- **Second photographer to assist on the wedding day if necessary**
- **3-5 High-Resolution Images delivered via an online gallery the day after the wedding date**
- **Blog post highlighting the Photographer's favorite images from the engagement and wedding**
- **Keepsake box with prints**
- **High-Resolution Images delivered via online gallery by   \  \**

**Schedule.** Photographer shall arrive no later than **15 minutes before the start time of photography coverage** to provide Client with Services. Client will provide Photographer and their assistant with a meal of the same food served to guests and a reserved place to sit, either with guests or at a specific location near the reception area. Photographer will eat during the same period the Client (Bride and Groom) eats.  
**Image Storage.** Digital copies of photographs produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After \_\_\ \\_\_, Client releases Photographer from any and all liability for lost or damaged files or photographs.

### Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is \$\_\_\_\_ and due in full by \_\_\_\_\_. A non-refundable deposit of \$\_\_\_\_ (30% of \$\_\_\_\_) is due at signing which secures your date and is applied to the total cost for all Services.

Client shall pay the Total Cost to Photographer as follows:

- 30% of the total due on \_\_\ \\_\_, in the amount of \$\_\_\_\_.
- 23% of the total due on \_\_\ \\_\_, in the amount of \$\_\_\_\_.
- 23% of the total due on \_\_\ \\_\_, in the amount of \$\_\_\_\_.
- 23% of the total due on \_\_\ \\_\_, in the amount of \$\_\_\_\_.

**Fees.** Photographer's hourly rate is **\$300** per each hour spent on Client's Services over the allotted amount of time purchased. Photographer makes reasonable efforts to enhance, retouch, and edit Client's images in based on Photographer's editorial and artistic judgment before delivery of Client's final images. If Client requests further retouching or edits after delivery of Client's final images, then Client agrees to pay Photographer for any additional changes Photographer makes at Photographer's hourly rate. If Client implicitly or explicitly requests Photographer to continue Services beyond the hours set forth in this Agreement, Photographer will invoice Client for additional time.

**Late Fees.** If Photographer does not receive payment from Client within fourteen calendar days of any payment date, then Client will be charged a late fee of 1.5% of the outstanding amount per each day that Photographer does not receive payment.

- For example, if Client owes Photographer \$1000 due on April 1 and fails to pay by April 14th. On April 15th, Client owes Photographer \$1015. On April 16th, Client owes Photographer \$1030.23. On April 17th, Client owes Photographer \$1045.68, and so on.

**Expenses.** Any expenses incurred by Photographer while providing Client with Services will be invoiced to Client in a timely manner. Such expenses include hotel stays for Events or ceremonies occurring **60** or more miles away from zip code **40220**. Client is responsible for paying for and delivering any third party products Client wishes Photographer to utilize by \_\_\ \\_\_. At Photographer's discretion, Photographer will make reasonable efforts to integrate Client's suggestions.

# Exhibit 2

to

Plaintiffs' First Set of  
Interrogatories to  
Defendant

# Boutique Editing Services Agreement

Entered into on \_\_\_\_\_.

Parties:

Chelsey Nelson Photography LLC

Known as "Editor"

and

\_\_\_\_\_  
Known as "Client"

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

## Purpose of the Agreement

Client wishes to hire Editor to provide services relating to Client's editing and enhancement services as detailed in this Agreement. Editor has agreed to provide such services according to the terms of this Agreement and pursuant to the Beliefs, Purposes, and Practices of Chelsey Nelson Photography, LLC.

## Editor's Brand and Goodwill

Editor is a for-profit Limited Liability Company that exists to create positive stories celebrating beauty, goodness, and truth. As such, Editor exercises artistic and editorial judgment, creates artwork, and uses its platform to promote these values, which are informed and defined by distinct religious and artistic beliefs. Editor reserves the right to and shall decline any work or project that promotes messages, events, services, actions, products, or organizations inconsistent with these beliefs, including works that demean people, condone racism, sexually objectify someone, celebrate pornographic, vulgar, or obscene material, or otherwise contradict Editor's artistic or religious beliefs. These values form Editor's unique brand and goodwill ("Brand and/or Goodwill"). The Parties understand and acknowledge that Editor derives significant meaning and value from its Brand and Goodwill.

## Services

Editor shall provide Client with the following services and/or products ("Services"): Boutique Editing Services.

## Delivery of Services

**Delivery of Services.** Editor will provide all Services within 10 days of receiving each individual gallery to edit unless otherwise specified in this Agreement. Culling services may lengthen turnaround times by 1-2 days.

## Cost, Fees and Payment

**Cost.** The total cost ("Total Cost") for all Services is due in full within 5 days of gallery file delivery. Client shall pay the Total Cost to Editor as follows: \$0.\_\_\_\_ cents per edited and enhanced image, and \$0.\_\_\_\_ cents per culled image (using the image count when full unedited gallery is received).

Editor will send Client payment requests via Honeybook.

## Services, Products, Schedule and Storage

**Package.** Client chooses Editor's **Boutique Editing Services** package.

**Services.** In this Agreement, "Services" means any and/or all of the services included in this section.

Editor shall provide Client with:

- **Color Correction**
- **Straightening**
- **Noise Reduction**
- **Black & White Conversion**
- **Editing & Enhancement**
- **Culling (when specified)**

**Schedule.** Editor shall deliver edited images no later than **10 days after receiving images or 12 days after receiving images if culling services are requested** to provide Client with Services unless Editor gives written notice to Client, understanding that emergencies and peak editing seasons can lengthen turnaround time. If images are delivered to Editor after 5:00pm Eastern time, the 10 day turnover schedule will begin the next business day.

**Image Storage.** Digital copies of Smart Previews produced in the course of fulfilling this Agreement will be stored until delivery of final images and/or products. After **5 days** of delivery of final images and/or products Client releases Editor from any and all liability for lost or damaged files or photographs.

## Intellectual Property

**Copyright Ownership.** Editor's editing and enhancement techniques create derivative works protected by copyright law. Client agrees and represents that the subject matter and intended use of Editor's derivative works does not conflict with or compromises Editor's Brand or Goodwill. By virtue of this agreement, Editor agrees to transfer to Client all copyrights in any and all work(s) Editor creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States

Page 1

1 UNITED STATES DISTRICT COURT  
 2 WESTERN DISTRICT OF KENTUCKY  
 3 LOUISVILLE DIVISION  
 4  
 5 CASE NO. 3:19-cv-851-BJB-CHL  
 6  
 7 CHELSEY NELSON PHOTOGRAPHY  
 8 LLC and CHELSEY NELSON PLAINTIFFS  
 9  
 10 V. VIDEO DEPOSITION FOR THE DEFENDANTS  
 11  
 12 LOUISVILLE/JEFFERSON COUNTY  
 13 METRO GOVERNMENT, et al. DEFENDANTS  
 14  
 15 \* \* \*  
 16  
 17 DEPONENT: CHELSEY NELSON  
 18 DATE: FEBRUARY 16, 2021  
 19  
 20 \* \* \*  
 21  
 22 ELLEN L. COULTER  
 23 REGISTERED PROFESSIONAL REPORTER  
 24 Coulter Reporting, LLC  
 25 101 East Kentucky Street  
 Suite 200  
 Louisville, Kentucky 40203  
 (502) 582-1627  
 FAX: (502) 587-6299  
 E-MAIL: Ecoulter@coulterreporting.com

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1 APPEARANCES  
 2  
 3 FOR THE PLAINTIFFS:  
 4 JONATHAN A. SCRUGGS - Via Video  
 5 BRYAN NEIHART - Via Video  
 6 HAILEY VRDOLYAK - Via Video  
 7 Alliance Defending Freedom  
 8 15100 North 90th Street  
 Scottsdale, Arizona 85260  
 jscruggs@adflegal.org  
 bneihart@adflegal.org  
 hvrdolyak@adflegal.org  
 9 FOR THE DEFENDANTS:  
 10 JOHN F. CARROLL - Via Video  
 11 JASON D. FOWLER - Via Video  
 12 Assistant Jefferson County Attorneys  
 13 531 Court Place, Suite 900  
 Louisville, Kentucky 40202  
 john.carroll2@louisvilleky.gov  
 jason.fowler@louisvilleky.gov  
 14 DAVID S. KAPALN - Via Video  
 15 CASEY L. HINKLE - Via Video  
 16 Kaplan Johnson Abate & Bird, LLP  
 17 710 West Main Street, Fourth Floor  
 Louisville, Kentucky 40202  
 dkaplan@kaplanjohnsonlaw.com  
 chinkle@kaplanjohnsonlaw.com  
 18 ALSO PRESENT:  
 19 KENDALL BOYD - Via Video  
 20 GRETA MAAS - Via Video  
 21 MODERATOR:  
 22 T.J. BARR  
 23 Coulter Reporting  
 24  
 25

CNP MSJ 00400

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1 batteries, flash, camera strap, lighting reflectors,  
2 things of that nature.

3 **Q. Do you have extra lenses?**

4 A. Yes.

5 **Q. So if you're in a low light situation**  
6 **taking pictures, what are the mechanisms you can use**  
7 **to make the -- to brighten the picture or bring more**  
8 **light into it?**

9 A. Changing the angle of how you're  
10 taking a photo can affect it depending on the angle  
11 of your light source, but affecting the shutter  
12 speed, the f-stop and the ISO are all the main  
13 parameters that a photographer would employ to get  
14 the lighting -- artistic lighting that they want in  
15 their photo that they want to portray.

16 **Q. So is -- ISO, is that exposure**  
17 **triangle setting?**

18 A. Exposure triangle setting. I'm not  
19 sure if that's the technical term of it or not.

20 **Q. Do you ever change the aperture?**

21 A. I do.

22 **Q. Okay. Is that included in one of the**  
23 **categories?**

24 A. That's -- I believe that that's what I  
25 meant when I said f-stop. Aperture would be the

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1 technical term for that.

2 **Q. Are there particular settings that you**  
3 **typically use at indoor events like indoor -- and I**  
4 **know it depends on the time of year, but indoor**  
5 **evening events?**

6 A. It varies greatly because every --  
7 every venue and even depending on what time of day it  
8 is makes the lighting vary greatly which requires me  
9 to make a lot of adjustments to my settings in order  
10 to create the look that I want for the photos  
11 depending on the situation.

12 **Q. Do you always adjust the settings to**  
13 **particular settings or do you use camera mode**  
14 **settings sometimes, like presets?**

15 A. I always shoot in manual so I'm in  
16 control of all of the parameters that I mentioned  
17 earlier and check and adjust those as needed.

18 **Q. Do you ever alter the focus mode?**

19 A. I keep that in manual, typically.

20 **Q. Do you ever have to change the white**  
21 **balance?**

22 A. Yes. The white balance, meaning the  
23 warmth or coolness of a photo depending on the  
24 lighting situation and if I'm inside or outside can  
25 have a big impact on the -- the look and colors of

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1 the photo, so that's something that I change  
2 frequently on a wedding date.

3 **Q. Is there a particular file format that**  
4 **you use?**

5 A. I shoot in what's called RAW. RAW, as  
6 opposed to something like JPEG.

7 **Q. Is that so you can edit the file?**

8 A. You can also edit JPEG files, but I  
9 use RAW because it is a much larger file. There is  
10 more information packed into the photo that allows me  
11 greater flexibility impact to edit the photo in post  
12 process.

13 **Q. Do you have to have a certain type of**  
14 **software application to open a RAW file?**

15 A. I'm not sure of all the applications  
16 that can be used to open a RAW file, but I use Adobe  
17 Lightroom.

18 **Q. You use what?**

19 A. Adobe Lightroom.

20 **Q. Adobe Lightroom, that's the**  
21 **application that you use to cull and edit the photos?**

22 A. Yes.

23 **Q. Okay. I notice that your wedding**  
24 **contract proposals I guess default to an 8-hour**  
25 **session, but they can -- they can pay you for less if**

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1 **they want to. I think I've seen maybe four or five**  
2 **hours and then there's also eight. So does it**  
3 **generally divide into either -- you're going to do**  
4 **a -- kind of a half-day event or a full-day event?**

5 A. I typically do a full-day event. I've  
6 only done lead photographer for -- a couple for  
7 half -- for half day for that one instance. And it  
8 wasn't necessarily a, quote, unquote, half day  
9 because I photographed all the basic main elements of  
10 the wedding day that I would have for an eight-hour  
11 contract. It was just in a shorter time frame for  
12 that couple.

13 **Q. Okay. And I noticed based on**  
14 **something your counsel provided last night, that you**  
15 **recently signed up with another customer for a**  
16 **wedding that's going to take place in June of this**  
17 **year?**

18 A. Yes.

19 **Q. And I -- that's one that looked like a**  
20 **five-hour commitment, is that correct?**

21 A. I don't recall specifically, but that  
22 sounds -- approximately that sounds right.

23 **Q. Is the amount of photographs that you**  
24 **take going to depend on whether it's a five-hour or**  
25 **an eight-hour?**

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1 A. The amount of photos I take ranges in  
 2 every wedding so it just -- it depends on the wedding  
 3 situation.

4 **Q. So for the typical eight-hour event**  
 5 **from -- you know, from the earliest point until the**  
 6 **reception is over and the bride and groom depart, I**  
 7 **mean, how many pictures, approximately, do you think**  
 8 **you would have taken in that period of time?**

9 A. Again, it's a range many times, but I  
 10 would say approximately anywhere from a thousand  
 11 photos to even two or three thousand photos. It just  
 12 depends on the circumstance of the wedding, how many  
 13 duplicates I -- I took and need to cull out, things  
 14 like that (unclear audio).

15 **Q. And so I understand from looking at**  
 16 **these documents that one of the things that you have**  
 17 **to do is to cull the photos. Is that correct?**

18 A. Yes.

19 **Q. So are you -- when you cull, are you**  
 20 **reducing it down to the universe of photos that**  
 21 **you're going to start editing?**

22 A. Culling is the process I typically do  
 23 either before I start editing or in some cases do as  
 24 I am working through the wedding and editing it. It  
 25 depends on the wedding and what I think will be most

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1 efficient.

2 **Q. Okay. And did I correctly gather from**  
 3 **the documents you've provided to us that when you're**  
 4 **doing a boutique editing project that your package**  
 5 **includes -- can include culling and then also**  
 6 **editing?**

7 A. It can include that, but my clients  
 8 don't currently take advantage of that service.

9 **Q. So they're not going to ask you to**  
 10 **cull. They'll give you the preculled photos and then**  
 11 **you edit those.**

12 A. Correct.

13 **Q. Okay. All right. But for the wedding**  
 14 **package where you're the first shooter, you're going**  
 15 **to do both.**

16 A. Yes.

17 **Q. Okay. Okay. And so that's a lot of**  
 18 **photos. I -- on your boutique editing contract, did**  
 19 **I see correctly that you're charging a per photo**  
 20 **editing charge?**

21 A. Yes.

22 **Q. Okay. And what is that currently? I**  
 23 **thought I recalled 33 cents.**

24 A. Approximately 33 cents --

25 **Q. Okay.**

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1 A. -- if I remember correctly.

2 **Q. So that means if they -- if, you know,**  
 3 **Jodie Brim gives you 1,000 photos and you edit those,**  
 4 **part of your charge is going to be you're going to**  
 5 **multiply a thousand photos times 33 cents.**

6 A. Exactly, yes.

7 **Q. Okay. And is there anything else in**  
 8 **the typical boutique editing services contract that**  
 9 **you get money --**

10 MR. SCRUGGS: David -- David, you went  
 11 out. You might want to repeat that question. I  
 12 didn't hear --

13 **Q. Okay. All right. So taking again the**  
 14 **Jodie Brim example -- or, I guess, there's another**  
 15 **one that you did a lot for, but -- so in that**  
 16 **situation is that going to be your entire fee is the**  
 17 **number of photos you edit times 33 cents?**

18 A. Yes. Typically, yes.

19 **Q. Okay. And so how long on average does**  
 20 **it take you to edit a photo?**

21 A. I don't know what the average would  
 22 be. I'm not sure.

23 **Q. How did you set the 33 cents?**

24 A. By analyzing the market rate for other  
 25 boutique photo editors and factoring in what I

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1 thought was a reasonable rate for my time.

2 **Q. Have you ever tried to sit down and**  
 3 **figure out what dollars per hour that translates**  
 4 **into?**

5 A. Yes, I have.

6 **Q. What did you come up with?**

7 A. I did that exercise a long time ago  
 8 and I don't remember.

9 **Q. Okay. So -- but you must have somehow**  
 10 **figured out the time that it takes you to edit a**  
 11 **group of photos and then that's how you determined**  
 12 **the effective hourly -- average hourly rate. Is that**  
 13 **right?**

14 A. I set the price before I had  
 15 consistently timed how long it would take for me to  
 16 edit other weddings for other photographers. To the  
 17 best of my knowledge, I'm not entirely sure.

18 **Q. I think we're going to look at some of**  
 19 **your receipts that I just tried to summarize to make**  
 20 **it easier to look at in one place, but, you know, you**  
 21 **were getting anywhere from \$50 to well over \$200 for**  
 22 **some of these projects, maybe over 300 on occasion.**  
 23 **So, I mean, do you have a sense of how long it takes**  
 24 **you to edit, what, a hundred photos that you get from**  
 25 **Jodie Brim?**

CNP MSJ 00402



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1 A. It would -- I mean, it depends on how  
 2 difficult the lighting situation is. Editing 100  
 3 photos in a very easy lighting situation could take  
 4 approximately an hour or it could take approximately,  
 5 you know, four hours. It depends on a lot of  
 6 factors.

7 **Q. I see. So it could take less than a**  
 8 **minute a photo or it could take several minutes**  
 9 **per --**

10 A. I would say -- I'm not sure I've ever  
 11 edited 100 photos in less than a minute per photo. I  
 12 would love to be able to do that.

13 **Q. Well, I mean, walk me through, you**  
 14 **know, what happens when you import those photos into**  
 15 **the Adobe application, what -- what functions you're**  
 16 **using to adjust the photograph.**

17 A. Sure. So depending on the settings  
 18 that I laid out earlier that the photographer used  
 19 dictates whether or not an image may be overexposed,  
 20 meaning much, much brighter than what it was in the  
 21 light or underexposed meaning very, very dark in  
 22 which adjustments need to be made to the exposure.  
 23 That is one of the main adjustments.

24 Adjustments to the white balance,  
 25 adjustments in the -- what's called the HSL sliders,

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1 which are adjustments to the specific color tones in  
 2 the photo. For instance, photos being taken  
 3 underneath a very large tree with a lot of green  
 4 leaves, it could cast a very green shadow on the  
 5 subjects of the photo and that could take a while to  
 6 correct color by color.

7 And adjusting the crop or angle of the  
 8 photo if the photo is uneven, making sure that the  
 9 horizon line is in balance with the subject in the  
 10 rest of the photo. And generally making adjustments  
 11 that the photographer has said that they typically  
 12 make when they are getting a photo to look like the  
 13 consistent editing style that they aim for and making  
 14 a lot of artistic judgments as far as which settings  
 15 need to be changed to accomplish a particular style  
 16 or look based on factors like lighting, angle, the  
 17 subject, things of that nature.

18 Did that answer your question?

19 **Q. Yeah. Lighting -- trying to impact**  
 20 **the color of the photo and the lighting, I think I**  
 21 **can grasp that. When you talk about angle, are you**  
 22 **talking about actually rotating the photograph?**

23 A. Yes. Sometimes that's necessary.

24 **Q. Okay.**

25 A. Rotating and cropping.

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1 **Q. Okay. So changing the -- the position**  
 2 **of the figures in the photo is one thing. Is that --**  
 3 **that's one thing, right --**

4 A. Yes.

5 **Q. -- that you might do.**

6 A. Yes. Typically --

7 **Q. Okay. And then cropping. What's the**  
 8 **cropping?**

9 A. Cropping can be changing what's called  
 10 the aspect ratio of the image, so that it is mainly  
 11 vertical, meaning a landscape or portrait picture,  
 12 depending on what is being highlighted in the photo  
 13 and what's being focused on. And I typically use  
 14 some grid lines to -- it's almost like a mathematical  
 15 exercise and using the what's called the rule of  
 16 thirds as best as I can to make sure the subject is  
 17 in the proper quadrant of the photo or for the  
 18 artistic look that the photographer is aiming for.

19 **Q. What's the rule -- what's the rule of**  
 20 **thirds?**

21 A. The rule of thirds is generally using  
 22 a grid of thirds to play around with where your  
 23 subject is, where the lines intersect and in which  
 24 section of thirds in the photo the subject is so that  
 25 it's pleasing to the eye in the composition that it's

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1 portraying. If you were to open your iPhone,  
 2 sometimes you can change the setting where it has  
 3 grid lines and that's linked to the rule of thirds.

4 **Q. Okay. So angle, cropping, and**  
 5 **changing the amount of -- is it brightness or white**  
 6 **in the photo? Is that something that you adjust?**

7 A. I do adjust the brightness, being the  
 8 exposure, and also there is a setting which you can  
 9 bring out the whites or blacks of an image which  
 10 affects what would be called the contrast of the  
 11 photo.

12 **Q. Okay. And then so is the color**  
 13 **separate? Like you mentioned if they're under a tree**  
 14 **it might reflect green onto them. I guess there**  
 15 **might be something else they're next to that reflects**  
 16 **orange onto them. I mean, how do you -- how do you**  
 17 **change that?**

18 A. I sometimes change that in a number of  
 19 ways depending -- I -- on the white balance,  
 20 sometimes that brings out more greens depending on  
 21 how, quote, unquote, warm the image is. So changing  
 22 the white balance, changing the exposure. Sometimes  
 23 brightening the image can help wash out particular  
 24 color casts on skin tones.

25 And then also adjusting specific color

CNP MSJ 00403

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1 **there anything else missing from this that jumps out**  
2 **at you?**  
3 A. Again, I would need to refer to my own  
4 internal documents line by line in order to answer  
5 that confidently.  
6 **Q. So it could be less than 30,000. Is**  
7 **there a number that you're sure it's less than?**  
8 A. Again, I'm not sure without being able  
9 to reference my own internal documents.  
10 **Q. Are you sure it's under \$50,000?**  
11 A. As far as I know, it's under \$50,000.  
12 It could be.  
13 **Q. Have you continuously provided the**  
14 **second shooter services in every year since you**  
15 **founded Chelsey Nelson Photography?**  
16 A. I've been open to second shooting for  
17 every year since I started my business in 2016.  
18 **Q. Okay. So have you provided second**  
19 **shooter services for Danelle Alexis?**  
20 A. Yes.  
21 **Q. And what about Shaelyne Meadows?**  
22 A. Yes.  
23 **Q. Cheryl Gribbins?**  
24 A. Yes.  
25 **Q. Haley Christiansen?**

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1 A. Yes.  
2 **Q. Lauren Smith?**  
3 A. Yes.  
4 **Q. Can you think of any other people**  
5 **you've provided second shooter services? I was**  
6 **reading that out of the interrogatories, but I**  
7 **wondered if there might be any more that you can**  
8 **think of now?**  
9 A. Yes, I believe they were provided in a  
10 supplemental document for the interrogatories which  
11 would have been Laura Cook and Lindsey McDonald.  
12 **Q. Yeah, I already had those names**  
13 **somehow. I had them down for boutique editing. So**  
14 **they must -- they're also second shooter?**  
15 A. Yes.  
16 THE REPORTER: I'm getting a lot of  
17 feedback. Is anybody else getting that? A lot of  
18 static.  
19 THE WITNESS: Yes.  
20 **Q. Yeah, I can't find any amounts that**  
21 **you've received from second shooting work, but**  
22 **they -- it might be someplace so I'll ask your**  
23 **counsel about that later so I can try to zero in on**  
24 **it.**  
25 **All right. Let's just look at a few**

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1 **photos here before we wrap up. And I'll also take a**  
2 **few minutes and just make sure after talking with my**  
3 **co-counsel there isn't anything else that I need to**  
4 **cover, but let's look at tab K, T.J., which I'll mark**  
5 **as Deposition Exhibit -- is this 12?**  
6 THE REPORTER: Yes, 12.  
7 (DEPOSITION EXHIBIT NO. 12 MARKED)  
8 **Q. Can you see that, Ms. Nelson?**  
9 A. Yes, I can.  
10 **Q. Is that a photograph that you took?**  
11 A. Yes, it is.  
12 **Q. For the record, this is CNP -- bigger**  
13 **one here for me to look at -- this is CNP55.**  
14 A. Okay.  
15 **Q. So is this one of the engagement shots**  
16 **that you took?**  
17 A. No.  
18 **Q. Is that a wedding photo?**  
19 A. No.  
20 **Q. Okay. What am I looking at? What is**  
21 **that?**  
22 A. This is a photo of a couple who  
23 modeled for me.  
24 **Q. Okay. So this -- you took this**  
25 **picture for marketing purposes?**

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1 A. Yes.  
2 **Q. Okay. And can you tell me a little**  
3 **bit about the photo just from a technical standpoint,**  
4 **you know, what -- what you did to -- I assume that**  
5 **you wanted this to exemplify your work if you were**  
6 **getting models to help you with it. So what is it**  
7 **about this photo that you could tell us that makes it**  
8 **an example of good work?**  
9 A. I chose to highlight this photo  
10 because I think it's a representation of the joy I  
11 want to showcase for couples during their -- the  
12 season of their engagement. To do that, I planned  
13 the photo shoot during what's called golden hour,  
14 during -- around an hour to two hours before the sun  
15 sets so that it gives me a particularly unique tone  
16 of light that gives what you see here, which is what  
17 I would call a golden glow.  
18 I chose to specifically use a skill  
19 called backlighting where the light source is behind  
20 my subject which causes the glow around the frame of  
21 the portraits of, you know, their profiles, around  
22 their heads and their bodies, and specifically wanted  
23 a photo using what I referenced earlier, the rule of  
24 thirds in where their noses are hitting one another  
25 in alignment with the grid of the thirds in the photo

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1 in proportion to the dimensions that my camera takes  
 2 photos, and also wanted to show, you know, a warm  
 3 embrace by the couple and a sense of movement and  
 4 nature through the wind picking up her hair and, you  
 5 know, gently laying it on her shoulder, as well as  
 6 using the texture of their surroundings.

7 This was taken at Locust Grove, and  
 8 they have wonderful hills, rolling hills at that  
 9 property, which gives a great texture to the photos  
 10 and that -- depending on the aperture and f-stop in  
 11 my settings, the background will be blurred to  
 12 different degrees depending on the height of the land  
 13 in the back of the trees and the rolling hills and  
 14 the grass immediately in the background. Those are  
 15 some examples.

16 **Q. So the wider the aperture, the more**  
 17 **light that's getting in, the more exposed it is?**

18 A. The wider the aperture the more light,  
 19 yes, and also more likely to have a blurred  
 20 background, which is referred to as the bokeh.

21 **Q. So did you have to have a blurred**  
 22 **background here or was that done on purpose?**

23 A. That was absolutely intentional  
 24 because when the background is blurred, my subject is  
 25 more so in focus, and they become what you notice

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1 immediately when you look at the photo, as opposed to  
 2 the subject of the couple being, for instance, out of  
 3 focus and only being able to focus on the tree line  
 4 in the back behind them.

5 **Q. Is this a photo that you've used in**  
 6 **your marketing materials?**

7 A. Yes.

8 **Q. Is that couple married?**

9 A. Yes.

10 **Q. Were they married at the time?**

11 A. Yes.

12 **Q. And so was part of your intention in**  
 13 **selecting them that they would look like -- interact**  
 14 **like a married couple?**

15 A. Yes.

16 **Q. So, you know, it seems like a nice**  
 17 **photo. Is there anything about the way that you take**  
 18 **a photo that you think conveys particularly a**  
 19 **positive depiction of the subject matter?**

20 A. Absolutely.

21 **Q. You know, I was thinking, I -- if I**  
 22 **took that same photo on my camera phone, it wouldn't**  
 23 **look like this, you know, but she would still be**  
 24 **smiling and their heads would still be together and**  
 25 **their noses would be touching and you would be able**

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1 **to tell that they were a happy couple. So what is it**  
 2 **about what you were doing that -- that is any more of**  
 3 **a positive depiction than what anybody else would --**  
 4 **could do with a camera?**

5 A. I can't speak to your intention for  
 6 artistic judgments and when you take photos or anyone  
 7 else, but I can say that when I am taking photos I am  
 8 considering any number of technical settings, as well  
 9 as the emotion of my couples and the lighting, the  
 10 feeling that I want to be portrayed, the message that  
 11 I want to be portrayed and celebrated through the  
 12 photographs that I am taking.

13 So my ability to, for instance,  
 14 observe and have a keen eye to notice when the mother  
 15 of the bride, for instance, starts to tear up and her  
 16 tear is starting to fall down her face, it's my  
 17 artistic judgment in that moment to be able to  
 18 connect with that mother in my observations and also  
 19 the timing of the photo to capture the emotions of  
 20 that moment.

21 If someone were to just blindfold  
 22 themselves and press the button on an iPhone and hope  
 23 for the best, that would simply be pressing a  
 24 photo -- a button and hoping for the best, whereas my  
 25 photos take into account any number of artistic

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1 judgments that are inevitably connected to who I am  
 2 as a person and what I believe when I take that  
 3 photograph.

4 **Q. So I like the example you gave of the**  
 5 **mother tearing up, you know, during the ceremony.**  
 6 **So, you know, imagine a -- you know, imagine**  
 7 **attending a same-sex wedding where the mother is**  
 8 **looking in the direction of the couple and has the**  
 9 **same tear going down her face and you take a picture**  
 10 **of that moment and preserve that. You know, how --**  
 11 **and you apply your technical skills to that**  
 12 **particular situation to capture that moment of joy of**  
 13 **that other person. How is that any different -- like**  
 14 **in this situation I'm just changing the couple only,**  
 15 **the picture of the mom is the same. How is -- how is**  
 16 **that picture going to be any different from the**  
 17 **picture that you took at the opposite-sex wedding?**

18 MR. SCRUGGS: Objection. Calls for  
 19 speculation.

20 A. Well, of course, the tear represents a  
 21 completely different message because that tear would  
 22 represent joy over a same-sex relationship, whereas  
 23 the tear of the mother, Janie, who I am specifically  
 24 referencing, was over joy of her daughter marrying --  
 25 Annie marrying Andrew. And I'm very aware of that

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1 message.

2 So the message would be completely

3 different that I am photographing and representing.

4 And also I wouldn't simply take only

5 that photo. In the context of my example and every

6 wedding -- lead wedding I've ever photographed, I'm

7 taking photos of the entire day and telling the story

8 of the overall arc of that wedding and that

9 celebration. So it is impossible to claim, I think,

10 that it is materially just the same photo.

11 **Q. On none of your photos have I seen**

12 **your signature. You don't put your actual signature**

13 **on any photos, do you?**

14 A. I do not place a watermark on my

15 photos, no.

16 **Q. Okay. So someone has to know that you**

17 **took the picture to associate it with you, correct?**

18 A. In my contract I list that attribution

19 to Chelsey Nelson Photography is a requirement

20 outside of my own use for that photograph. If a

21 client wants to list it somewhere, put it somewhere

22 publicly, there is a required contractual requirement

23 to publicly attribute that photo as my work.

24 **Q. Do you believe that when you apply**

25 **your technical skills to create a photograph of this**

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1 **quality that it means that you're putting your**

2 **personal endorsement on the subject matter?**

3 A. In the context of wedding photos and

4 the photos you're looking at right now, yes.

5 **Q. And is that just a personal quirk of**

6 **yours or do you believe that any -- any wedding**

7 **photographer who uses their technical skills to**

8 **produce quality photos is endorsing what's -- what's**

9 **taking place from a religious perspective or a moral**

10 **perspective at the proceedings?**

11 MR. SCRUGGS: Objection, calls for

12 speculation.

13 A. I can speak for myself in that the

14 photographs I take at a wedding are part of my

15 celebration of the message being portrayed at that

16 wedding always.

17 **Q. And so if it's a same-sex wedding, the**

18 **message that's being portrayed is that -- is what?**

19 A. A celebration of same-sex marriage and

20 a same-sex wedding.

21 **Q. And do you feel like you're endorsing**

22 **that because you're attending the wedding or because**

23 **you're taking pictures of the wedding or for both of**

24 **those reasons?**

25 A. I would decline to take photos at a

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1 same-sex wedding or attend a same-sex wedding as a

2 guest because I think I would be viewed as endorsing

3 and promoting the message of same-sex marriage and

4 same-sex relationships.

5 **Q. And I can understand if you attend as**

6 **a guest that one might conclude you're there to**

7 **support the couple. Why do you believe that if**

8 **you're there to provide services for pay that you're**

9 **doing anything more than providing a valuable service**

10 **to the couple so that they can remember their wedding**

11 **with quality photographs?**

12 A. I think it is widely accepted and

13 assumed that a professional photographer

14 photographing a wedding is not in -- is not violating

15 their conscience by photographing that wedding.

16 They, in some measure, agree with the union that they

17 are photographing or else they wouldn't be there. In

18 the same vein, I wouldn't photograph a wedding that

19 violates my religious beliefs or my convictions of

20 biblical marriage between one biological man and one

21 biological woman.

22 MR. KAPLAN: Okay. Can we look at

23 tab L, which I'll mark as Deposition Exhibit 12.

24 THE REPORTER: Thirteen.

25 MR. KAPLAN: Thirteen.

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1 (DEPOSITION EXHIBIT NO. 13 MARKED)

2 **Q. Have you seen that photograph before,**

3 **Ms. Nelson?**

4 A. Yes, I have.

5 **Q. Okay. I'll represent for the record**

6 **that we're looking at CNP58. What event was this**

7 **picture taken at?**

8 A. This was Tim and Jess Chen's

9 engagement session.

10 **Q. Okay. So this is the session that's**

11 **held some period of months before the actual wedding?**

12 A. Yes.

13 **Q. And this was part of their package**

14 **that they paid for.**

15 A. Yes, it was.

16 **Q. Okay. And did you tell them what to**

17 **wear?**

18 A. Not that I recall, although in my

19 bridal guide there are suggestions for what to wear

20 for their engagement session.

21 **Q. Okay. I notice here, too, the**

22 **background is a little blurry. Is that on purpose?**

23 A. The blurred background is definitely a

24 stylistic choice and something that I try to -- it's

25 a consistent artistic choice that I employ in order

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1 to make my photographs consistently appear, you know,  
2 obvious that I'm the person who's taking that  
3 photograph and because I think it best portrays the  
4 message I wanted to come out from this session.  
5 **Q. And so these two people actually got**  
6 **married a few months after this?**  
7 A. They did.  
8 **Q. Okay. Would you agree with me that**  
9 **you can't tell from this picture just looking at it**  
10 **that these people are engaged to be married? I don't**  
11 **see --**  
12 A. Without any context on that --  
13 **Q. I can't see a -- I'm sorry?**  
14 A. Did you need to say something else?  
15 **Q. No, go ahead.**  
16 A. It depends on the context that someone  
17 has about the photo.  
18 **Q. Well, and as the photographer, you**  
19 **knew they were going to get married later obviously,**  
20 **correct?**  
21 A. Yes.  
22 **Q. Okay. At least they planned to and**  
23 **that it actually happened. But would you agree with**  
24 **me that a person off the street who was shown this**  
25 **photo wouldn't have any way of knowing that they were**

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1 **getting married? They might know it's --**  
2 MR. SCRUGGS: Objection.  
3 **Q. -- a possibility, but they couldn't --**  
4 **they wouldn't know it was going to happen.**  
5 MR. SCRUGGS: Objection. Calls for  
6 speculation.  
7 A. I'm not sure how I could confirm that.  
8 **Q. You can't agree with me that if you**  
9 **took someone off the street and asked them what was**  
10 **going on here that they'd have no way of telling for**  
11 **sure that these people are a married couple or**  
12 **engaged? That's not obvious to you?**  
13 MR. SCRUGGS: Same objection.  
14 A. I think that --  
15 MR. SCRUGGS: Go ahead.  
16 A. I think that it's reasonable to assume  
17 a good number of people would guess that it's an  
18 engagement session, but it's certainly possible that  
19 they wouldn't know that without any further context.  
20 **Q. And given that, there isn't any way**  
21 **that a person who doesn't know the context, who was**  
22 **told that you took this picture, would infer that you**  
23 **supported their marriage, could they?**  
24 MR. SCRUGGS: Objection, vague, and  
25 calls for speculation.

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1 A. I'm not sure.  
2 **Q. Do you believe that -- that this**  
3 **picture that we're looking at right now is your**  
4 **personal endorsement of the fact that they got**  
5 **married?**  
6 A. I think the photo celebrates the  
7 message that this couple is in love and is about to  
8 vow their life to one another for the rest of their  
9 lives.  
10 **Q. And you knew that they were getting**  
11 **married so that's why it has that meaning for you?**  
12 A. I did know they were getting married,  
13 yes.  
14 MR. KAPLAN: T.J., can you pull up  
15 tab M and I'll mark this as Deposition Exhibit 14.  
16 (DEPOSITION EXHIBIT NO. 14 MARKED)  
17 **Q. And I'll state for the record this is**  
18 **Chelsey Nelson Photography 64. Have you seen that**  
19 **photo before, Ms. Nelson?**  
20 A. Yes.  
21 **Q. Did you take that photo?**  
22 A. Yes.  
23 **Q. Was that taken on a wedding day?**  
24 A. Yes.  
25 **Q. What can you tell me about the**

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1 **composition of this photo?**  
2 A. This photo composition is meant to  
3 highlight the expressions between the groom and the  
4 bride and that the groom's facial features are  
5 situated in the corner of the photo and the bride is  
6 situated in the middle of the photo, and that I'm  
7 also using backlighting in this example where I'm  
8 positioning the couple such that the lighting source  
9 is behind my subjects and is giving off a soft glow  
10 around their profiles, such as her hair, strands of  
11 hair glowing by her hairpiece to highlight the  
12 delicate nature of the hairpiece with the surrounding  
13 ambient light, as well as the angle -- the flattering  
14 angle of her dress, as well as the position of her  
15 arm holding on to the groom.  
16 **Q. That's a natural light source hitting**  
17 **her face and shoulders?**  
18 A. Yes, it is.  
19 **Q. And so did you position her on purpose**  
20 **so that there would be some light reflecting off her**  
21 **face and shoulder?**  
22 A. I intentionally wanted them to walk in  
23 the direction you see so that the lighting source  
24 would be behind them rather than being a harsh  
25 lighting source on their faces walking in the

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1 opposite direction.

2 MR. KAPLAN: T.J., can you pull up

3 tab Q, and I'll mark it as Deposition Exhibit 15.

4 (DEPOSITION EXHIBIT NO. 15 MARKED)

5 **Q. I'll represent that this is Chelsey**

6 **Nelson Photography No. 93. Did you take this photo?**

7 A. Yes, I did.

8 **Q. And I assume this was taken at a**

9 **wedding as well?**

10 A. Yes, it was.

11 **Q. And I see the background again.**

12 **It's -- I guess that's -- you selected that again as**

13 **kind of a stylistic choice?**

14 A. Yes, that was a stylistic choice for

15 this photo.

16 **Q. And what can you tell me about this**

17 **photograph?**

18 A. I was trying to capture the reaction

19 of the bride's father in seeing his daughter for the

20 first time in her wedding dress and with her bouquet

21 and the surprise that's in his face and just the pure

22 joy that the bride is obviously showing in this photo

23 and a beautiful surrounding of a park, you know, just

24 before they embraced and hugged and just trying to

25 show both of their expressions at the same time and

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1 how I composed the photo and used the lighting that I

2 had available to try to light their faces evenly.

3 **Q. Do you recall what time of day this**

4 **was?**

5 A. I think it was midday, in the

6 afternoon.

7 **Q. Oh, by the way, the photos that --**

8 **let's just focus on this one for a second. So this**

9 **is a photo that has been edited, is that correct?**

10 A. Yes.

11 **Q. Do you recall on this one, you know,**

12 **the types of interventions that you -- you had to**

13 **make to get it to look like this?**

14 A. Yes. For this particular photo and in

15 lighting situations during midday and in the

16 afternoon when the lighting is typically much harsher

17 and brighter from the sun, I typically have to use

18 skills to -- what an editor would call bringing back

19 the details and that without any adjustments you

20 might not be able to see the details in her dress,

21 for instance, in the lace or around her waist where

22 you see the gatherings of the material and the

23 different pieces, you know, all flowing together and

24 how it's falling, falling in the front there.

25 For this particular photo I needed to

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1 change the highlights of the photo which can greatly

2 affect the brightness in particular areas. And in

3 some cases in a photo like this I use what's referred

4 to as a -- like a paintbrush adjustment where I am by

5 hand -- the term is painting -- specific adjustments

6 to the dress in certain areas where I don't think

7 there's enough detail to showcase the bride's dress

8 or things like her bouquet depending on the exposure

9 of the photo and the lighting of the day.

10 MR. KAPLAN: Okay. Let's look at,

11 T.J., tab R, which I'll mark as Deposition Exhibit --

12 am I on 17?

13 THE REPORTER: Sixteen.

14 MR. KAPLAN: Sixteen.

15 (DEPOSITION EXHIBIT NO. 16 MARKED)

16 **Q. Do you recognize this photo,**

17 **Ms. Nelson?**

18 A. I do.

19 **Q. Okay. I'll represent for the record**

20 **this is CNP95. Did you take this photo?**

21 A. I did.

22 **Q. And this -- was this taken at a**

23 **wedding?**

24 A. Yes.

25 **Q. And what are we looking at here? Was**

Page 260

1 **the ceremony held here?**

2 A. This is the ceremony. This is the

3 couple's kiss after the prayer, the homily, and I

4 believe they had some sort of specific act -- it

5 might have been combining two different types of sand

6 as a symbolism of their union for God and their

7 guests. And I think this is the first kiss right

8 after they were pronounced as -- or right before

9 they're pronounced as husband and wife at the end of

10 the ceremony.

11 **Q. I'm looking at this footwear. Was he**

12 **wearing pink shoes?**

13 A. I think they were red or like a coral

14 color.

15 **Q. Okay.**

16 A. He's wearing sneakers.

17 **Q. Interesting. So -- and where was this**

18 **taken, the geographical location?**

19 A. In the Louisville, Kentucky area.

20 **Q. Did you have to do any particular**

21 **editing on this photograph to get this look?**

22 A. Yes. This ceremony was held,

23 similarly to the last photo, during a time of day

24 where the light is typically very harsh and very

25 bright. So I had to hand paint highlight adjustments

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1 to the flowers that you see in the top left corner,  
 2 as well as in the middle of the pergola on the right  
 3 in order to bring back both the color and the detail  
 4 of the texture of the florals and the greenery, as  
 5 well as adjustments to the bride's dress in order to  
 6 lower the highlights and bring back some of the  
 7 details so that you could view the texture of her  
 8 buttons on the back of the dress, as you can see,  
 9 closer to the top before the curvature of her back,  
 10 and also adjusted the tones of the greenery.

11 Since there is so much green in this  
 12 photo, I adjusted the intensity of the different  
 13 greens throughout the photo so that it was not  
 14 overwhelming and such that the whites and the -- and  
 15 the white drape that's laid above the couple is not  
 16 toned to green and is closer to a pure white, as well  
 17 as the lanterns on each of their sides and the  
 18 actual, you know, white in the groom's shirt and the  
 19 bride's wedding dress.

20 MR. KAPLAN: T.J., can you pull up  
 21 tab S, which I'll mark as Deposition Exhibit 17.  
 22 I'll represent for the record that it's Chelsey  
 23 Nelson Photography 104.  
 24 (DEPOSITION EXHIBIT NO. 17 MARKED)  
 25 **Q. Have you seen that picture before,**

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1 **Ms. Nelson?**  
 2 A. Yes.  
 3 **Q. Did you take that one?**  
 4 A. Yes.  
 5 **Q. And was that taken at a wedding?**  
 6 A. Yes.  
 7 **Q. And it looks like -- is there some**  
 8 **kind of fabric in front of them?**  
 9 A. Yes. This is a particular artistic  
 10 choice that I like to make if it's available to me,  
 11 which is using the bride's veil to add an interesting  
 12 texture and different filter of light between my  
 13 camera lens and the subjects.  
 14 **Q. What type of editing did you have to**  
 15 **do on this picture, if you can recall?**  
 16 A. The light, while very golden because  
 17 it was nearing sun -- the sunset, it was still very  
 18 intense because there wasn't a lot of cover from  
 19 trees or like surrounding buildings. So the lighting  
 20 was very -- very bright even though it was later in  
 21 the day, so I needed to adjust the highlights in the  
 22 back of the photo where the lighting is brightest, as  
 23 well as -- I think on this picture I may have hand  
 24 brushed detail back into her necklace you can see on  
 25 her chest, as well as maybe her earrings. Her

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1 necklace naturally catches the natural light and  
 2 reflects it back which can cause overexposure with my  
 3 camera when I'm taking a photograph like this. So  
 4 that often requires adjusting the highlights and  
 5 detail by making manual, by-hand adjustments  
 6 individually for her entire necklace and sometimes  
 7 the details around her dress.

8 MR. KAPLAN: T.J., can you pull up  
 9 tab T, and I'll mark that as Deposition Exhibit 18.  
 10 (DEPOSITION EXHIBIT NO. 18 MARKED)  
 11 **Q. I'll represent for the record this is**  
 12 **Chelsey Nelson Photography 105.**  
 13 **Have you seen this picture before?**  
 14 A. Yes.  
 15 **Q. Is that one of yours?**  
 16 A. Yes.  
 17 **Q. It looks like this one was taken**  
 18 **inside.**  
 19 A. Yes.  
 20 **Q. Okay. So are there different**  
 21 **considerations when you're indoors for taking a good**  
 22 **picture?**  
 23 A. Yes, absolutely. This picture was  
 24 taken mainly with natural light as well. So the  
 25 subjects of the photo were commissioned in front of a

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1 window such that the natural light from the window  
 2 was the main lighting source for the couple, as  
 3 opposed to them being turned around and there being a  
 4 very bright window behind them, but very harsh  
 5 shadows on their faces and their attire.  
 6 So in this photo they were positioned  
 7 in front of a window so that the bride could be fully  
 8 lit very evenly with the ambient light from that  
 9 window.  
 10 **Q. This one looks a little darker than a**  
 11 **lot of the other photos we've been looking at. Was**  
 12 **there any particular choice you made in that regard?**  
 13 A. Yes. Sometimes in indoor photos -- or  
 14 many times in indoor photos there's naturally less  
 15 natural light. And depending on the capability of  
 16 the camera being used, the settings being used and  
 17 how much light is available, if you were to brighten  
 18 the light and overall exposure of the image too much,  
 19 the image would become -- could become very  
 20 pixilated, especially for darker subjects such as  
 21 this groom's black suit.  
 22 So in this particular instance my main  
 23 focus was on correctly exposing the brightness of the  
 24 bride's face, dress, accessories and also the portion  
 25 of the groom's face that you're able to see.

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1 **Q. Okay. Last photo I'd like to look at.**  
 2 **T.J., could you pull up tab triple U,**  
 3 **UUU, and I'll mark this as Deposition Exhibit 19.**  
 4 (DEPOSITION EXHIBIT NO. 19 MARKED)  
 5 **Q. And I'll state for the record this is**  
 6 **Chelsey Nelson Photography 101.**  
 7 **Have you seen this one before?**  
 8 A. Yes.  
 9 **Q. I guess these ones. Is the way that**  
 10 **these three photos composed, is that how you present**  
 11 **it to the family?**  
 12 A. I -- this page --  
 13 **Q. Like on one sheet?**  
 14 A. If I remember correctly, this page is  
 15 in my bridal guide. So the bridal guide wouldn't  
 16 have been -- a bridal guide showcasing photos from  
 17 multiple weddings wouldn't be something that I send  
 18 to a couple after their wedding, but the photos that  
 19 I take for a wedding are, of course, included for  
 20 that couple if I'm the lead photographer in their  
 21 overall gallery. This is a compilation of multiple  
 22 photos from separate weddings for marketing purposes  
 23 in my bridal guide that I provide to my clients.  
 24 **Q. Yeah. As were you describing it, I**  
 25 **realized that these are different families. So are**

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1 **these examples of family portraiture that you do on**  
 2 **the wedding day?**  
 3 A. Yes. Family and bridal parties, with  
 4 family quickly mixed in, such as the case of the  
 5 bottom photo.  
 6 **Q. And do you always do a picture of the**  
 7 **bride with the bridesmaids and the groom with the**  
 8 **groomsmen?**  
 9 A. Yes, I typically try to do that every  
 10 time.  
 11 **Q. Yeah, I think I saw one of those. I**  
 12 **won't pull it up, but I think it's -- 109 is three**  
 13 **bridesmaids in maroon dresses with a bride. You**  
 14 **probably know which one I'm referring to.**  
 15 A. Yes, I think that's Shelby and  
 16 Brennan's wedding.  
 17 **Q. Are there -- is there anything that**  
 18 **jumps out at you about this -- the ones on this**  
 19 **composition that illustrate any principles of**  
 20 **photography that you follow or any difficult editing**  
 21 **techniques?**  
 22 A. For the photo on the top left, for  
 23 that photo I specifically liked and wanted the bride  
 24 and her father to be facing me where I chose to  
 25 stand, which was outside because they're looking

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1 outside from a doorway from this perspective, as  
 2 opposed to if I had been on the other side it would  
 3 have been very, very bright behind them, but --  
 4 intense shadows on their -- on their entire figures.  
 5 So I specifically wanted them to be facing out so  
 6 that I could have as much natural light as possible  
 7 on my subjects just as well as catching them or  
 8 helping them be in the type of moment where she's  
 9 essentially laughing she's so happy because she --  
 10 this is a moment where they're -- right before  
 11 they're about to walk out to the wedding ceremony  
 12 right before she's about to get married.  
 13 On the top right, that's the bride  
 14 with her mother. And this is an example of a more  
 15 candid photo that I try to, you know, take during a  
 16 wedding day where I'm consistently -- almost  
 17 constantly studying the people around me and that I'm  
 18 observing their reactions to the situations that  
 19 they're in so that I can try to catch moments in  
 20 between what they sometimes view as the, you know,  
 21 official family photo so that I can get natural  
 22 expression between the family like you see here in  
 23 the top right.  
 24 So it was -- it was my intention to be  
 25 able to take the photo so that they were positioned

Page 268

1 away from the harsh light of that midday sun, but I  
 2 could get enough details of their dresses,  
 3 particularly because the mother of the bride had a  
 4 beautiful, delicately and intricately beaded dress  
 5 that I wanted to highlight in that photo.  
 6 And then for the photo on the bottom,  
 7 there was just a very sweet fleeting moment between  
 8 the bride and one of her bridesmaids' daughters that  
 9 you can see there that she's embracing and hugging.  
 10 That was just very touching and this little girl is  
 11 obviously adorable. And one of my favorite things on  
 12 a wedding day is if I can see the reaction of little  
 13 girls when they are interacting with or see the bride  
 14 because they are always just in such awe, even at  
 15 that age, which I assume she was probably not even  
 16 one year old.  
 17 MR. KAPLAN: Okay. Jon, I'd like to  
 18 go off the record for just five minutes and see if  
 19 there's anything else and try to conclude soon  
 20 thereafter.  
 21 MR. SCRUGGS: Okay. Sounds good.  
 22 MR. KAPLAN: All right. So just --  
 23 we'll be back in a few.  
 24 MR. SCRUGGS: Okay.  
 25 (OFF THE RECORD)

CNP MSJ 00410







NELSON 021621  
**EXHIBIT**  
**12**

CNP MSJ 00412

CNP 00055



NELSON 021621  
**EXHIBIT**  
**14**











CNP MSJ 00418

CNP 00106



NELSON 021621  
**EXHIBIT**  
**19**



**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION**

<p><b>CHELSEY NELSON PHOTOGRAPHY LLC and CHELSEY NELSON,</b></p> <p style="text-align: center;"><b>Plaintiffs,</b></p> <p>v.</p> <p><b>LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, et al.,</b></p> <p style="text-align: center;"><b>Defendants.</b></p>	<p><b>Case No. 3:19-cv-851-BJB-CHL</b></p>
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**DEFENDANTS’ RESPONSES TO PLAINTIFFS’  
SECOND AND THIRD SET OF DISCOVERY REQUESTS**

Defendants Louisville/Jefferson County Metro Government, Louisville Metro Human Relations Commission – Enforcement, Louisville Metro Human Relations Commission – Advocacy, Verná Goatley, in her official capacity as Executive Director of the Louisville Metro Human Relations Commission, Marie Dever, Kevin Delahanty, Charles Lanier, Sr., Leslie Faust, William Sutter, Ibrahim Syed, and Leonard Thomas, in their official capacities as members of the Louisville Metro Human Relations Commission-Enforcement (collectively, “Defendants”), by counsel, pursuant to Federal Rules of Civil Procedure 26, 33, 34, and 36, for their objections and responses to the Second Set of Interrogatories, Second Set of Requests for Production of Documents, Second Set of Requests for Admission, Third Set of Requests for Production of Documents, and Third Set of Requests for Admission (collectively, the “Requests”) served by Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson (collectively, “Plaintiffs” or “Chelsey Nelson”), state as follows:

8. Defendants object to the Requests as abusive for utilizing discovery tools intended for fact discovery to admissions, denials, or explanations with respect to the meaning of an unambiguous statute.

9. Defendants object to the Requests as improper to the extent they seek discovery with respect to pure legal conclusions based on hypothetical scenarios unrelated to the facts of this case. *See, e.g., Abbott v. U.S.*, 177 F.R.D. 92, 92-94 (N.D.N.Y. 1997); *The Atlanta Channel, Inc. v. Solomon*, 2020 WL 6781221, \*6 (D.D.C. Nov. 18, 2020); *St. Jude Children's Research Hospital, Inc. v. Quest Diagnostics Inc.*, 2009 WL 10665119, \*3 (W.D. Tenn. May 1, 2009); *Buchanan v. Chicago Transit Authority*, 2016 WL 7116591, \*5 (N.D. Ill. Dec. 7, 2016).

10. Defendants object to the instructions regarding privilege logs as unduly burdensome and purporting to require more information than necessary for Defendants and/or the Court to evaluate an assertion of privilege.

11. Defendants object to any instruction which purports to require Defendants to search for responsive documents in locations not within Defendants' possession, custody, or control.

### **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

**INTERROGATORY NO. 18:** Do you contend, as you state in your response to Plaintiffs' Interrogatory Number 12, that you "have a compelling interest in rooting out all forms of discrimination that create social strife, cause humiliation, and produce economic inefficiency" in public accommodations as to each protected characteristic identified in Metro Ordinance § 92.01? If so, identify all material facts that support this contention.

**OBJECTION AND RESPONSE:** Defendants object to this Interrogatory as duplicative of prior discovery requests and therefore harassing. Defendants further object to this contention Interrogatory as premature to the extent it purports to require an identification of "all facts" prior to the close of discovery. Defendants further object to the extent this Interrogatory seeks the

discovery of information that is irrelevant, not calculated to lead to the discovery of admissible evidence, and therefore purports to impose burdens that are disproportional to Plaintiffs' need for the discovery. Notwithstanding these objections and subject to them, Defendants respond yes and, pursuant to Fed. R. Civ. P. 33(d), Defendants refer to the Declaration of Policy in the Metro Ordinance (§ 92.01) and documents Bates stamped LOU METRO 00001-1166.

**INTERROGATORY NO. 19:** Please identify all allegations of discrimination against public accommodations under Lou. Code Ord. § 98.05 (Lou. Ord. No. 0088-2001, 2), Jeff. Code Ord. § 92.05 (Jeff. Ord. 36-1999), and Metro Ordinance § 92.05 and any other incidents of alleged discrimination on the basis of sexual orientation that you contend support applying Metro Ordinance § 92.05 to Chelsey Nelson LLC's paid photography, editing, and blogging services as you claim in response to Plaintiffs' Interrogatory Numbers 12, 13, and 14.

**OBJECTION AND RESPONSE:** Defendants object to this Interrogatory to the extent it purports to suggest that Defendants have a burden to identify particular incidents of discrimination as justification for applying the Metro Ordinance to Chelsey Nelson LLC. The Ordinance is generally applicable to service providers meeting the definition of a public accommodation, subject to the limited exceptions set forth in Metro Ordinance § 92.05. Defendants further object to this Interrogatory as seeking the discovery of information that is irrelevant, not calculated to lead to the discovery of admissible evidence, and therefore purports to impose burdens that are disproportional to Plaintiffs' need for the discovery. Notwithstanding these objections and subject to them, to the extent Plaintiffs seek an identification of incidents of discrimination that supported the need for passage of the Fairness Ordinance, pursuant to Fed. R. Civ. P. 33(d), Defendants refer to the documents Bates stamped LOU METRO 00001-1166.

**INTERROGATORY NO. 20:** Do you contend, as stated in Plaintiffs' Interrogatory

Number 7, that the Metro Ordinance § 92.05 “guarantees equal access” to public accommodations and that such access would be undermined if “all such providers are not required to comply with the Public Accommodations Provision”? If so, identify all material facts that support your contention.

**OBJECTION AND RESPONSE:** Defendants object that Metro Ordinance § 92.05 speaks for itself. Defendants further object that no facts are required to support the contention that, if public accommodations are not required to provide full and equal enjoyment of their goods, services, facilities, privileges, advantages, and accommodations to persons regardless of race, color, religion, national origin, disability, sexual orientation or gender identity, then such access will not be equal.

**INTERROGATORY NO. 21:** Do you contend that requiring Chelsey Nelson Photography LLC and Chelsey Nelson to provide paid photography services, editing services, and blogging services celebrating same-sex weddings when she already provides paid photography services, editing services, and blogging services celebrating opposite-sex weddings is narrowly tailored to achieve any government interest concerning the Metro Ordinance § 92.05? If so, identify all material facts that support your contention.

**OBJECTION AND RESPONSE:** Defendants object to this Interrogatory as duplicative of prior discovery requests and therefore harassing. Defendants further object to this contention Interrogatory as premature to the extent it purports to require an identification of “all facts” prior to the close of discovery. Notwithstanding these objections and subject to them, Defendants respond yes and, pursuant to Fed. R. Civ. P. 33(d), Defendants refer to the Declaration of Policy in the Metro Ordinance (§ 92.01) and documents Bates stamped LOU METRO 00001-1166.

**OBJECTIONS AND RESPONSES TO REQUESTS FOR PRODUCTION**

**REQUEST NO. 106:** Please produce all documents you transmitted to or received from Andrew Wolfson that concern the Courier Journal article entitled “Despite ruling for Christian photographer, Louisville will still enforce gay rights law” available here: <https://www.courier-journal.com/story/news/2020/08/18/louisville-metro-will-take-christian-photographer-trial-fairness-ordinance-case/5601284002/>.

**OBJECTION AND RESPONSE:** Defendants object to this Request as irrelevant and not likely to lead to the discovery of admissible evidence. Notwithstanding this objection and subject to it, and reserving the right to object to any future, similar requests, a responsive email to Andrew Wolfson is produced with these responses.

**REQUEST NO. 107:** Please produce all documents that support your answer to Plaintiffs’ Request for Admission Number 62.

**OBJECTION AND RESPONSE:** Defendants incorporate by reference their objections and responses to Request for Admission Number 62 as if fully set forth herein. If Defendants discover additional responsive, non-privileged documents, they will be produced.

**REQUEST NO. 108:** Please produce all documents that support your answer to Plaintiffs’ Request for Admission Number 63.

**OBJECTION AND RESPONSE:** Defendants incorporate by reference their objections and responses to Request for Admission Number 63 as if fully set forth herein.

**REQUEST NO. 109:** Please produce all documents that support your answer to Plaintiffs’ Interrogatory Number 12.

**OBJECTION AND RESPONSE:** Defendants object to this request on grounds of undue burden to the extent it purports to require Defendants to produce “all documents” that relate to discrimination which the Metro Fairness Ordinance was enacted to prohibit. Defendants have

purports to require Defendants to produce documents relating to an incident involving Plaintiffs in which Defendants had no involvement and about which Defendants had no knowledge prior to Plaintiffs describing it in response to Defendants' discovery requests. Defendants further object to this request to the extent it purports to require Defendants to produce documents protected by the attorney-client privilege and/or attorney work product doctrine. Notwithstanding these objections and subject to them, Defendants refer Plaintiffs to the text of Metro Ordinance § 92.05(A).

**REQUEST NO. 113:** Please produce all documents that support your answer to Plaintiffs' Request for Admission Number 67.

**OBJECTION AND RESPONSE:** Defendants object to this request to the extent it purports to require Defendants to produce documents relating to an incident involving Plaintiffs in which Defendants had no involvement and about which Defendants had no knowledge prior to Plaintiffs describing it in response to Defendants' discovery requests. Defendants further object to this request to the extent it purports to require Defendants to produce documents protected by the attorney-client privilege and/or attorney work product doctrine. Notwithstanding these objections and subject to them, Defendants refer Plaintiffs to the text of Metro Ordinance § 92.05(A).

**OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSION**

**REQUEST NO. 59:** Please admit or deny whether, according to you, persons living within the geographic boundaries of Louisville/Jefferson County Metro Government have access to wedding photographers willing to photograph same-sex weddings as a paid service for the general public.

**OBJECTION AND RESPONSE:** Defendants object to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Defendants further object to the use of written discovery requests to attempt to extract admissions to facts that are not within Defendants'

possession, custody, or control. Defendants further object to the extent this request purports to require Defendants to conduct an investigation of what wedding photography services are available to persons living within the geographic boundaries of Louisville/Jefferson County Metro Government. To the extent any further response is required, Defendants deny the request.

**REQUEST NO. 60:** Please admit or deny whether, according to you, persons living within the geographic boundaries of Louisville/Jefferson County Metro Government have access to wedding photographers willing to edit same-sex wedding photographs as a paid service for the general public.

**OBJECTION AND RESPONSE:** Defendants object to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Defendants further object to the use of written discovery requests to attempt to extract admissions to facts that are not within Defendants' possession, custody, or control. Defendants further object to the extent this request purports to require Defendants to conduct an investigation of what wedding photography editing services are available to persons living within the geographic boundaries of Louisville/Jefferson County Metro Government. To the extent any further response is required, Defendants deny the request.

**REQUEST NO. 61:** Please admit or deny whether, according to you, persons living within the geographic boundaries of Louisville/Jefferson County Metro Government have access to wedding photographers willing to blog about same-sex weddings as a paid service for the general public.

**OBJECTION AND RESPONSE:** Defendants object to this request as irrelevant and not likely to lead to the discovery of admissible evidence. Defendants further object to the use of written discovery requests to attempt to extract admissions to facts that are not within Defendants' possession, custody, or control. Defendants further object to the extent this request purports to



require Defendants to conduct an investigation of what blogging services provided by wedding photographers are available to persons living within the geographic boundaries of Louisville/Jefferson County Metro Government. To the extent any further response is required, Defendants deny the request.

**REQUEST NO. 62:** Please admit or deny whether Metro considered any of the alternatives referenced on pages 22-23 of Plaintiffs' Brief in Support of Their Preliminary Injunction Motion prior to passing Metro Ordinance § 92.05.

**OBJECTION AND RESPONSE:** Defendants object to this request to the extent it implies that the alternatives referenced on pages 22-23 of Plaintiffs' Brief in Support of Their Preliminary Injunction Motion would be adequate or workable substitutes for Metro Ordinance § 92.05. Defendants further object to this request to the extent it purports to request an admission to the presence or absence of facts which are not in Defendants' possession, custody, or control. To the extent any further response is required, as further set forth in Defendants' briefing regarding Plaintiffs' Motion to Compel and Defendants' Motion for Protective Order, which is incorporated by reference as if fully set forth herein, Defendants were not legislators at the time Metro Ordinance § 92.05 was considered and passed and do not currently possess any information regarding what alternative measures those legislators considered, other than the transcripts and minutes of those legislative sessions, which have been produced to Plaintiffs.

**REQUEST NO. 63:** Please admit or deny whether Metro considered any of the alternatives referenced on pages 22-23 of Plaintiffs' Brief in Support of Their Preliminary Injunction Motion when investigating and enforcing Metro Ordinance § 92.05.

**OBJECTION AND RESPONSE:** Defendants object to this request to the extent it implies that the alternatives referenced on pages 22-23 of Plaintiffs' Brief in Support of Their Preliminary

Injunction Motion would be adequate or workable substitutes for Metro Ordinance § 92.05. Defendants further object to this request on grounds of undue burden because, as more fully set forth in Defendants' briefing regarding Plaintiffs' Motion to Compel and Defendants' Motion for Protective Order, which is incorporated by reference as if fully set forth herein, Defendants would be required to review a large volume of documents consisting of an estimated hundreds of hard copy, archived case files to be able to admit or deny whether Metro has ever interpreted Metro Ordinance § 92.05 not to cover a message-based objection during the course of investigating and enforcing Metro Ordinance § 92.05. Defendants further respond that they are not legislators and therefore do not have the power to amend Metro Ordinance § 92.05 during the course of investigating and enforcing Metro Ordinance § 92.05.

**REQUEST NO. 64:** Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it posted the statement attached as Exhibit 1 on its social media sites.

**OBJECTION AND RESPONSE:** Admit with respect to that portion of Exhibit 1 which reads: "I also can't photograph anything that conflicts with my religious conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don't photograph same-sex weddings or ceremonies celebrating an open marriage)." Deny with respect to the remainder of Exhibit 1.

**REQUEST NO. 65:** Please admit or deny whether, according to you, Chelsey Nelson Photography LLC would violate Metro Ordinance § 92.05(B) if it posted the statement attached as Exhibit 2 on its social media sites.

**OBJECTION AND RESPONSE:** Admit with respect to that portion of Exhibit 2 which reads: "I also can't edit photographs that conflict with my religious convictions, including the

conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don't edit same-sex weddings or ceremonies celebrating open marriage)." Deny with respect to the remainder of Exhibit 2.

**REQUEST NO. 66:** Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violated Metro Ordinance § 92.05(A) by declining to pursue a prospective client further after Chelsey Nelson determined that the editing services requested could require her to edit photographs celebrating same-sex marriages or engagements as described in Plaintiffs' Responses to Defendants' First Set of Discovery Requests to Plaintiffs Response to Interrogatory Number 9 and CNP 00454-458.

**OBJECTION AND RESPONSE:** Deny.

**REQUEST NO. 67:** Please admit or deny whether, according to you, Chelsey Nelson Photography LLC violated Metro Ordinance § 92.05(A) by declining to provide alternative dates to a prospective client because the prospective client proposed a "non religious" ceremony as described in Plaintiffs' Responses to Defendants' First Set of Discovery Requests to Plaintiffs Response to Interrogatory Number 9 and CNP 00397-398.

**OBJECTION AND RESPONSE:** Deny.

Respectfully submitted,

MIKE O'CONNELL  
JEFFERSON COUNTY ATTORNEY

/s/ Casey L. Hinkle

John F. Carroll  
Jason D. Fowler  
Assistant Jefferson County Attorneys  
531 Court Place, Ste. 900  
Louisville, Kentucky 40202  
(502) 574-6321  
[john.carroll2@louisvilleky.gov](mailto:john.carroll2@louisvilleky.gov)  
[jason.fowler@louisvilleky.gov](mailto:jason.fowler@louisvilleky.gov)

**From:** O'Connell, Mike <[Mike.OConnell@louisvilleky.gov](mailto:Mike.OConnell@louisvilleky.gov)>  
**Sent:** Tuesday, August 18, 2020 10:58 AM  
**To:** Wolfson, Andy <[awolfson@courier-journal.com](mailto:awolfson@courier-journal.com)>  
**Cc:** Abner, Josh <[Josh.Abner@louisvilleky.gov](mailto:Josh.Abner@louisvilleky.gov)>  
**Subject:** Chelsea Nelson Matter

Andy,

The Court's August 14 order in *Chelsey Nelson Photography LLC v. Louisville Metro Government* is extremely limited and does not prevent Louisville Metro from continuing to enforce the Fairness Ordinance to prevent discrimination on the basis of sexual orientation. It applies to only one person, Chelsey Nelson. The order allows Ms. Nelson to refuse to take wedding photographs of same-sex couples while the lawsuit moves forward through the discovery process to a final judgment.

As to all other businesses, entities, and individuals, the Fairness Ordinance remains alive and well. It is and will continue to be enforced in Louisville Metro. This is also true of all the other protected categories in Louisville's Anti-Discrimination Ordinance: Race, color, religion, national origin, familial status, gender identity, age, disability, and sex.

Because this was a preliminary ruling by the Court, the case will now proceed at the trial court level to fully develop the facts. Ms. Nelson will have to prove that her constitutional rights have been infringed by the Fairness Ordinance. Louisville Metro will also have the opportunity to develop additional evidence to support its compelling governmental interest in preventing invidious discrimination against its LGBTQ citizens.

The Fairness Ordinance is neutral towards religion and has never been applied with a bias against religion or speech by Ms. Nelson or anyone else. As Justice Kennedy stated in the *Masterpiece Cakeshop* decision, while sincerely held religious beliefs are entitled to respectful consideration by the courts, this must not come at the cost of "subjecting gay persons to indignities when they seek goods and services in an open market."

Mike

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

# Exhibit 1

to

Plaintiffs' Second  
Set of Requests for  
Admissions to  
Defendant

## My Heart for Weddings

My highest aim of creative expression is to honor God. This looks like focusing on and filling minds with whatever is true or noble, whatever is right or pure, whatever is lovely or admirable, excellent or praiseworthy ([based on Philippians 4](#)). This mentality inspires my photography, blogging, and how I try to serve my clients.

I believe marriage is a special gift from God that represents Jesus Christ's love for his Church, and it all begins at a wedding between a man and a woman. A celebration where love, joy, purity and beauty are publicly proclaimed. When I get to photograph a wedding, I get to share in the ceremony and publicly celebrate the start of a new relationship between the bride and groom. No other human relationship is quite like it in terms of beauty or significance.

God's word greatly impacts my life and business. Practically, this means I don't photograph every wedding that comes my way. I cannot positively depict anything that demeans others, sexually objectifies others, or devalues marriage between one man and one woman. I also can't photograph anything that conflicts with my religious conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don't photograph same-sex weddings or ceremonies celebrating an open marriage).

I believe *everyone* is beautifully made in the image of God and deserves respect. I appreciate the freedom to create and highlight beauty in such a way that is consistent with my beliefs and presents those messages in the best light possible.

# Exhibit 2

to

Plaintiffs' Second  
Set of Requests for  
Admissions to  
Defendant

## My Heart

My highest aim of creative expression is to honor God. This looks like focusing on and filling minds with whatever is true or noble, whatever is right or pure, whatever is lovely or admirable, excellent or praiseworthy ([based on Philippians 4](#)). This mentality inspires my photography, photo editing, and how I try to serve my clients.

I specialize in light, bright + airy edits, emphasizing the beauty and goodness of the world around us. For my wedding photographers, I edit to celebrate and treasure the beauty of marriage between a man and a woman. For my branding photographers, I edit with an eye towards telling a story about the business or product to make it come alive in a positive, exciting way. Because I make each edit to enhance the beauty of the photograph, I can't celebrate every event or business.

God's word greatly impacts my life. Practically, this means I don't edit every project that comes my way. I cannot edit anything that demeans others, sexually objectifies others, or devalues marriage between one man and one woman. I also can't edit photographs that conflict with my religious convictions, including the conviction that marriage is a covenant relationship before God between one man and one woman (for example, I don't edit same-sex weddings or ceremonies celebrating open marriage).

I believe *everyone* is beautifully made in the image of God and deserves respect. I appreciate the freedom to create and highlight beauty in such a way that is consistent with my beliefs and presents those messages in the best light possible.



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

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**CHELSEY NELSON PHOTOGRAPHY  
LLC and CHELSEY NELSON,**

**Plaintiffs,**

**v.**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT, et al.,**

**Defendants.**

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**Case No. 3:19-cv-851-BJB-CHL**

**DEFENDANTS' RESPONSES TO PLAINTIFFS'  
SECOND AND THIRD SET OF DISCOVERY REQUESTS**

Defendants Louisville/Jefferson County Metro Government, Louisville Metro Human Relations Commission – Enforcement, Louisville Metro Human Relations Commission – Advocacy, Verná Goatley, in her official capacity as Executive Director of the Louisville Metro Human Relations Commission, Marie Dever, Kevin Delahanty, Charles Lanier, Sr., Leslie Faust, William Sutter, Ibrahim Syed, and Leonard Thomas, in their official capacities as members of the Louisville Metro Human Relations Commission-Enforcement (collectively, “Defendants”), by counsel, pursuant to Federal Rules of Civil Procedure 26, 34, and 36, for their objections and responses to the Fourth Set of Requests for Production of Documents and Fourth Set of Requests for Admission (collectively, the “Requests”) served by Plaintiffs Chelsey Nelson Photography LLC and Chelsey Nelson (collectively, “Plaintiffs” or “Chelsey Nelson”), state as follows:

**GENERAL OBJECTIONS**

1. Defendants object to the Instructions to the extent that they would impose any obligations beyond those set forth under the Federal Rules of Civil Procedure, the Local Rules,

**OBJECTIONS AND RESPONSES TO REQUESTS FOR ADMISSION**

**Request for Admission No. 68:** Please admit or deny that Exhibit 1 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2006-2008 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 69:** Please admit or deny whether you dispute the accuracy of the statistics on page 4RFA 00016 of Exhibit 1 about the number of complaints filed, closed, and processed under the Metro Ordinance for July 2006-June 2007.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 70:** Please admit or deny whether you dispute the accuracy of the statistics on page 4RFA 00018 of Exhibit 1 about the number of complaints filed, closed, and processed under the Metro Ordinance for July 2007-June 2008.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 71:** Please admit or deny that the conciliation terms on pages 4RFA 00027-30 of Exhibit 1 are true and correct summaries of conciliation agreements under the Metro Ordinance that occurred between July 2006-June 2008.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 72:** Please admit or deny that Exhibit 2 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2009 Annual Report.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 73:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00043-44 of Exhibit 2 about the number of complaints filed, closed,

and processed under the Metro Ordinance for 2008-2009.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 74:** Please admit or deny that the conciliation terms on page 4RFA 00045 of Exhibit 2 are true and correct summaries of conciliation agreements that occurred under the Metro Ordinance between July 2006-June 2008.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 75:** Please admit or deny that Exhibit 3 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2010 Annual Report.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 76:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00069-70 of Exhibit 3 about the number of complaints filed, closed, and processed under the Metro Ordinance between 2009-2010.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 77:** Please admit or deny that the settlement terms on page 4RFA 00071 of Exhibit 3 are true and correct summaries of settlements that occurred under the Metro Ordinance between 2009-2010.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 78:** Please admit or deny that Exhibit 4 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2010-2011 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 79:** Please admit or deny whether you dispute the accuracy of

the statistics on pages 4RFA 00093 and 4RFA 00095-96 of Exhibit 4 about the number of complaints filed, closed, and processed and resolutions under the Metro Ordinance between 2010-2011.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 80:** Please admit or deny that the settlement terms on page 4RFA 00097 of Exhibit 4 are true and correct summaries of settlements that occurred under the Metro Ordinance between 2010-2011.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 81:** Please admit or deny that Exhibit 5 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2011-2012 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 82:** Please admit or deny whether you dispute the accuracy of the statistics on page 4RFA 00120 of Exhibit 5 about the number of complaints filed, closed, and processed under the Metro Ordinance between July 2011 and June 2012.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 83:** Please admit or deny that the settlement and conciliation terms on pages 4RFA 00116-119 of Exhibit 5 are true and correct summaries of settlements and conciliations that occurred under the Metro Ordinance between July 2011 and June 2012.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 84:** Please admit or deny that Exhibit 6 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2012-2013 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 85:** Please admit or deny whether you dispute the accuracy of the statistics on page 4RFA 00144 of Exhibit 6 about the number of complaints filed, closed, and processed under the Metro Ordinance between July 2012-June 2013.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 86:** Please admit or deny that the conciliation terms on pages 4RFA 00142-143 of Exhibit 6 are true and correct summaries of conciliations that occurred under the Metro Ordinance between July 2012-June 2013.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 87:** Please admit or deny that Exhibit 7 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2013-2014 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 88:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00164 and 00167 of Exhibit 7 about the number of complaints filed, closed, and processed under the Metro Ordinance between July 2013-June 2014.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 89:** Please admit or deny that the conciliation terms on pages 4RFA 00165-166 of Exhibit 7 are true and correct summaries of conciliations that occurred under the Metro Ordinance between July 2013-June 2014.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 90:** Please admit or deny that Exhibit 8 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations

Commission 2014-2015 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 91:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00187-188 and 00192 of Exhibit 8 about the number of complaints filed, closed, and processed under the Metro Ordinance between July 2014-June 2015.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 92:** Please admit or deny that the conciliation terms on pages 4RFA 00189-191 of Exhibit 8 are true and correct summaries of conciliations that occurred under the Metro Ordinance between July 2013-June 2014.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 93:** Please admit or deny that Exhibit 9 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2015-2017 Annual Reports.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 94:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00208-209 and 00218-221 of Exhibit 9 about the number of complaints filed, closed, and processed under the Metro Ordinance between 2015-2017.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 95:** Please admit or deny conciliation terms listed on pages 4RFA 00210-217 of Exhibit 9 are true and correct summaries of conciliations that occurred under the Metro Ordinance between 2015-2017.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 96:** Please admit or deny that Exhibit 10 attached to these

Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission Advocacy Meeting of June 2020.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 97:** Please admit or deny that Exhibit 11 attached to these Requests for Admission are true and correct copies of the Louisville Metro Human Relations Commission 2017 Meeting Minutes.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 98:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00239-244, 00258-264, 274-279, 294-300, 310-315, 329-335, 345-350, 358-362, 373-374, 376-379, 388-389, 391-394, 400, 402-405, 421, 425-428, 439-443, and 452-456 of Exhibit 11 about the number of complaints filed, closed, and processed under the Metro Ordinance for the 2017 months identified in Exhibit 11.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 99:** Please admit or deny that Exhibit 12 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2018 Meeting Minutes.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 100:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00472-477 of Exhibit 12 about the number of complaints filed, closed, and processed under the Metro Ordinance for the 2018 months identified in Exhibit 12.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 101:** Please admit or deny that Exhibit 13 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations

Commission 2019 Meeting Minutes.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 102:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00510-516, 524-530, 544-549, 559-564, and 575-580 of Exhibit 13 about the number of complaints filed, closed, and processed under the Metro Ordinance for the 2019 months identified in Exhibit 13.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 103:** Please admit or deny that Exhibit 14 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission 2020 Meeting Minutes.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 104:** Please admit or deny whether you dispute the accuracy of the statistics on pages 4RFA 00592-597, 611-616, 630-635, 649-654, 665, 682-692, 707-712, 721, and 723-727 of Exhibit 14 about the number of complaints filed, closed, and processed under the Metro Ordinance for the 2020 months identified in Exhibit 14.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 105:** Please admit or deny that Exhibit 15 attached to these Requests for Admission is a true and correct copy of the Louisville Metro Human Relations Commission January 2021 Meeting Minutes.

**Objection/Response:** Addressed by stipulation.

**Request for Admission No. 106:** Please admit or deny that the statistics on pages 4RFA 00745-750 of Exhibit 15 are true and correct statistics of complaints filed, closed, and processed in December 2020.



Respectfully submitted,

MIKE O'CONNELL  
JEFFERSON COUNTY ATTORNEY

/s/ Casey L. Hinkle

John F. Carroll

Jason D. Fowler

Assistant Jefferson County Attorneys

531 Court Place, Ste. 900

Louisville, Kentucky 40202

(502) 574-6321

[john.carroll2@louisvilleky.gov](mailto:john.carroll2@louisvilleky.gov)

[jason.fowler@louisvilleky.gov](mailto:jason.fowler@louisvilleky.gov)

David S. Kaplan

Casey L. Hinkle

KAPLAN JOHNSON ABATE & BIRD LLP

710 W. Main Street, 4<sup>th</sup> Floor

Louisville, KY 40202

(502)-416-1630

[dkaplan@kaplanjohnsonlaw.com](mailto:dkaplan@kaplanjohnsonlaw.com)

[chinkle@kaplanjohnsonlaw.com](mailto:chinkle@kaplanjohnsonlaw.com)

*Counsel for Defendants*

# EXHIBIT 1



**Louisville Metro Human Relations Commission  
2006-2008 Bi-Annual Report**

**Louisville Metro Human Relations Commission  
Report of Compliance Activities July 2006 - June 2007**

Complaints Filed

	<u>Em lo ment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	68	4	15	0	87
Sex	31	0	1	0	32
Disability	14	0	17	0	31
National Origin	7	2	4	0	13
Sexual Orientation	9	0	0	0	9
Gender Identity	1	0	0	0	1
Color	1	0	0	0	1
Religion	3	0	0	0	3
Age	15	1	0	0	16
Familial Status	0	0	4	0	4
Retaliation	4	0	1	0	5
<b>TOTAL</b>	<b>153</b>	<b>7</b>	<b>42</b>	<b>0</b>	<b>202</b>

Complaints Closed

	<u>Em lo ment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	79	5	15	0	99
Sex	31	0	1	0	32
Disability	26	4	17	0	47
National Origin	11	0	3	0	14
Sexual Orientation	17	0	1	0	18
Gender Identity	2	0	0	0	2
Color	0	0	0	0	0
Religion	1	0	0	0	1
Age	12	1	0	0	13
Familial Status	0	0	4	0	4
Retaliation	5	0	1	0	6
<b>TOTAL</b>	<b>184</b>	<b>10</b>	<b>42</b>	<b>0</b>	<b>236</b>

	<u>Em lo ment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
No Probable Cause	100	6	30	0	136
Probable Cause	4	0	4	0	8
Settlements	10	1	4	0	15
Administrative	16	2	1	0	19
Withdrawals	3	0	1	0	4
Hearings	0	0	2	0	2
Litigation	0	0	4	0	4
<b>TOTAL</b>	<b>133</b>	<b>9</b>	<b>46</b>	<b>0</b>	<b>188</b>

*Note: The total number of complaints does not equal the total number of bases because some contain more than one basis.*



**Louisville Metro Human Relations Commission  
Report of Compliance Activities July 2007 - June 2008**

Complaints Filed

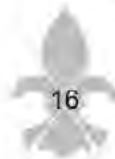
	<u>Em lo ment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	65	17	23	0	105
Sex	30	0	2	0	32
Disability	15	2	10	0	27
National Origin	20	2	3	0	25
Sexual Orientation	15	1	0	1	17
Gender Identity	0	0	0	0	0
Color	0	0	0	0	0
Religion	3	2	0	0	5
Age	16	0	0	0	16
Familial Status	0	0	6	0	6
Retaliation	5	0	2	0	7
<b>TOTAL</b>	<b>169</b>	<b>24</b>	<b>46</b>	<b>1</b>	<b>240</b>

Complaints Closed

	<u>Em lo ment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	67	14	19	0	100
Sex	27	0	1	0	28
Disability	20	4	13	0	37
National Origin	6	0	0	0	6
Sexual Orientation	11	1	0	0	12
Gender Identity	3	0	0	0	3
Color	1	0	0	0	1
Religion	5	2	0	0	7
Age	17	0	0	0	17
Familial Status	0	0	2	0	2
Retaliation	6	0	0	0	6
<b>TOTAL</b>	<b>163</b>	<b>21</b>	<b>35</b>	<b>0</b>	<b>219</b>

	<u>Em lo ment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
No Probable Cause	105	18	25	0	148
Probable Cause	3	2	1	0	6
Settlements	11	3	4	0	18
Admin. Closures	7	0	1	0	8
Withdrawals	1	0	1	0	2
Hearings	0	0	0	0	0
Litigation	0	0	4	0	4
<b>TOTAL</b>	<b>127</b>	<b>23</b>	<b>36</b>	<b>0</b>	<b>186</b>

*Note: The total number of complaints does not equal the total number of bases because some contain more than one basis.*



# EXHIBIT 2

2009

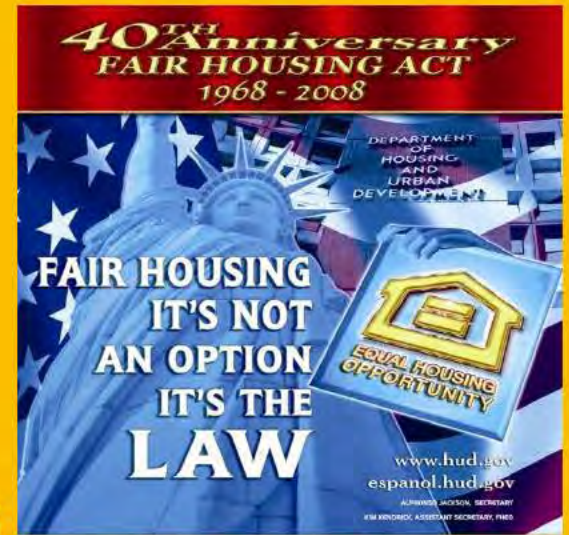
LOUISVILLE METRO

# HUMAN RELATIONS COMMISSION

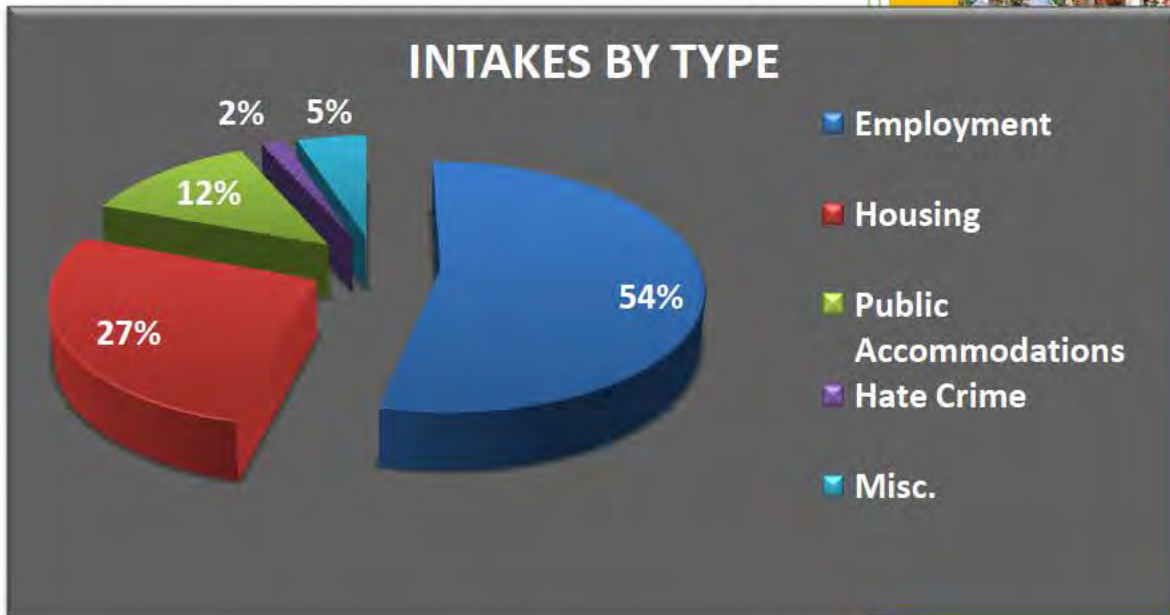


# ANNUAL REPORT

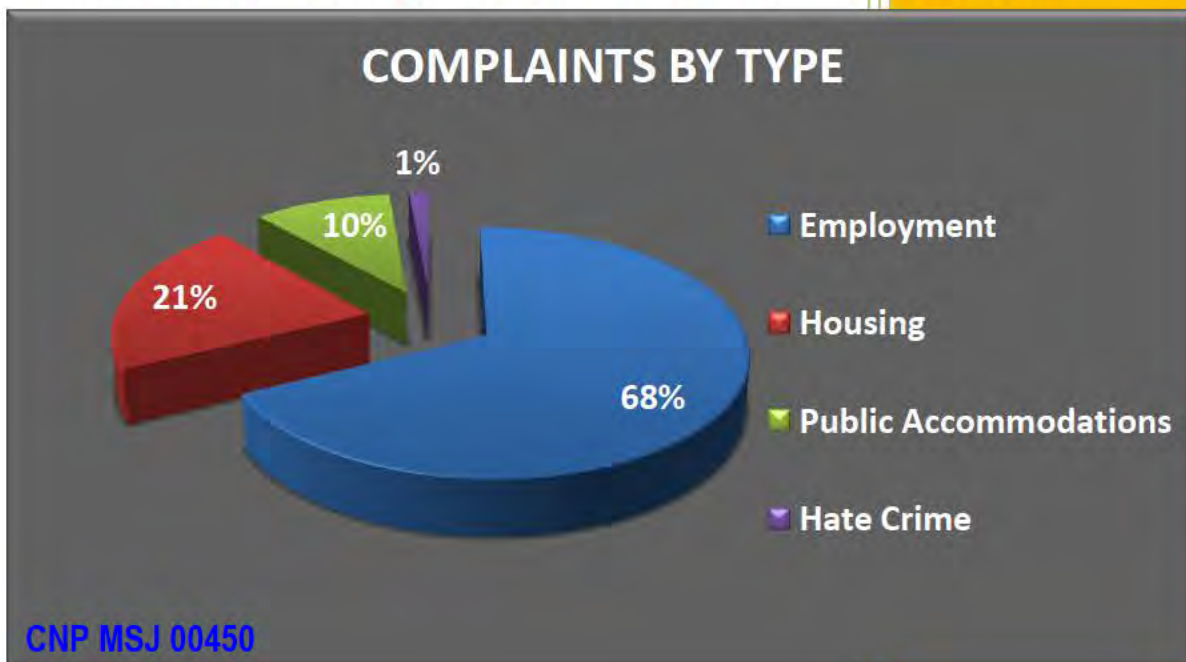
**LOUISVILLE METRO GOVERNMENT**  
**HUMAN RELATIONS COMMISSION**  
**EQUAL OPPORTUNITY UNIT**



**Total HRC Intakes for 2008-2009: 476**

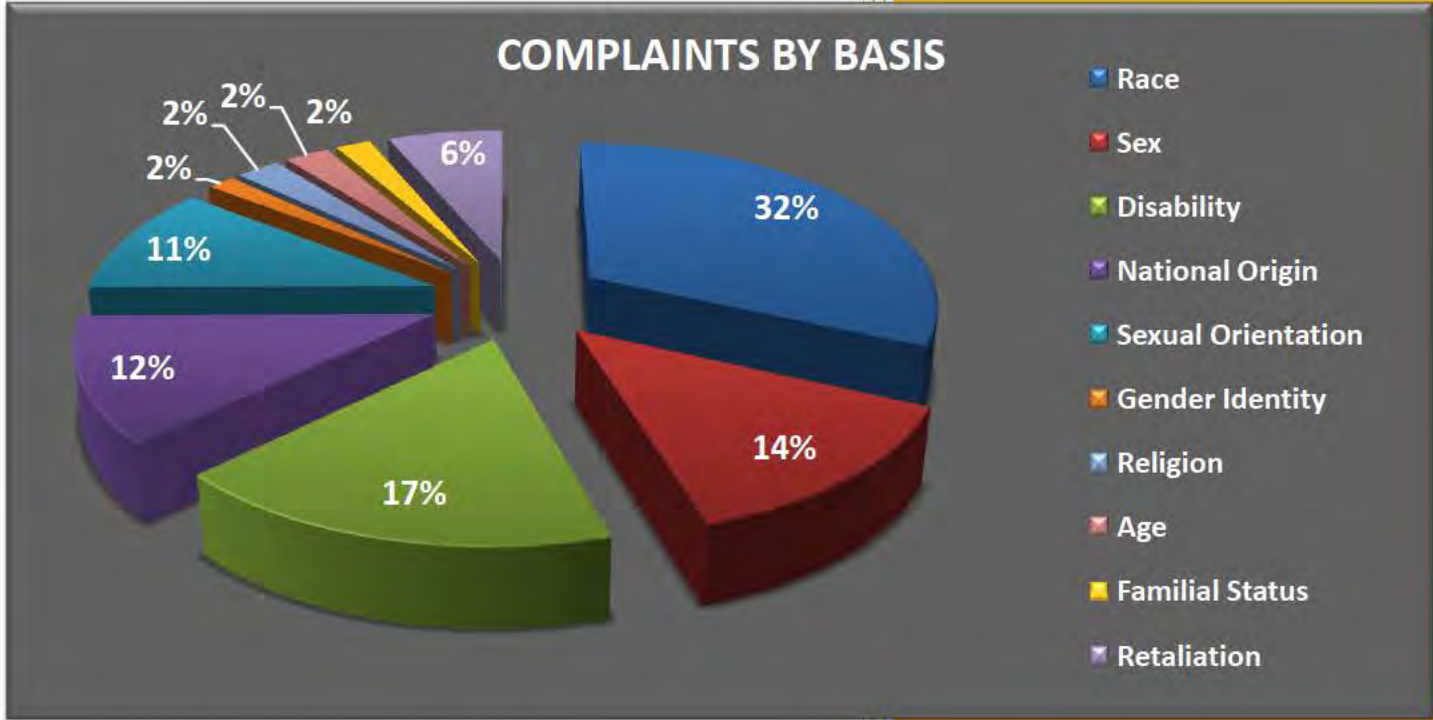


**Total HRC Complaints for 2008-2009: 207**

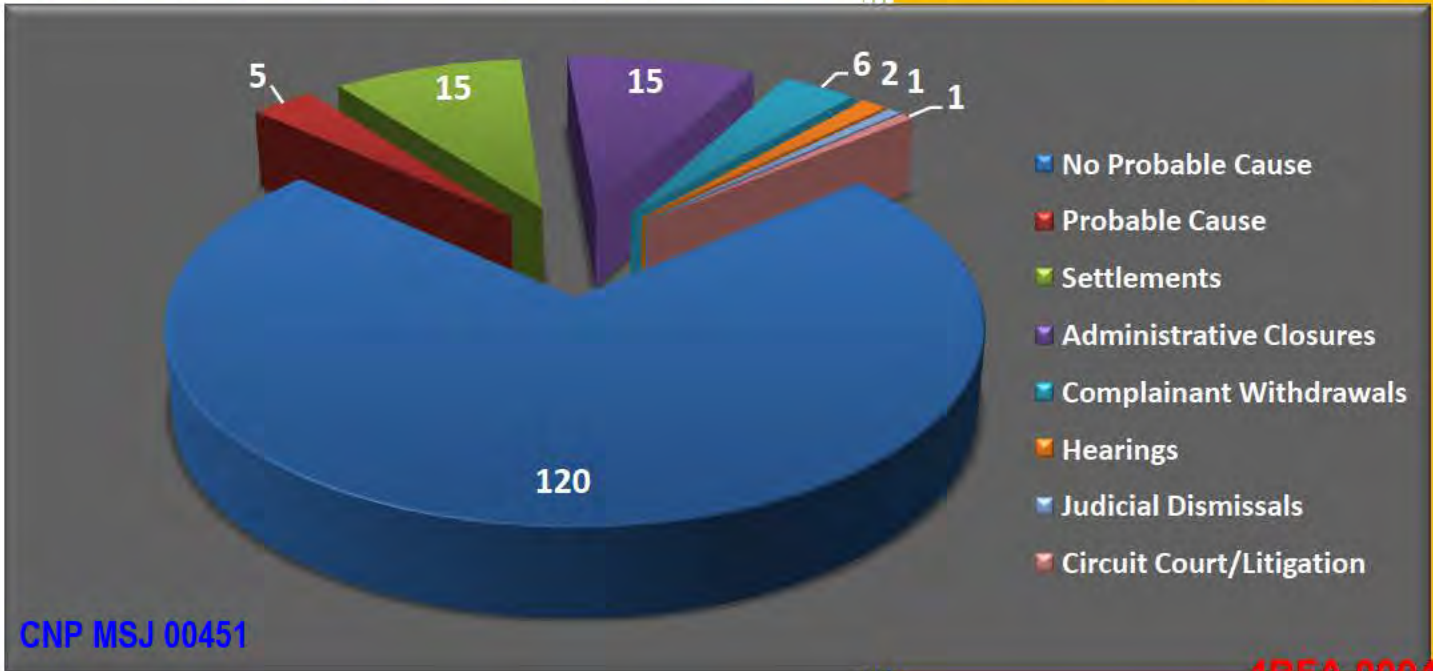




**LOUISVILLE METRO GOVERNMENT**  
**HUMAN RELATIONS COMMISSION**  
**EQUAL OPPORTUNITY UNIT**



**Total HRC Determinations/Resolutions for 2008-2009: 165**



# LOUISVILLE METRO GOVERNMENT HUMAN RELATIONS COMMISSION EQUAL OPPORTUNITY UNIT

## 2008-2009 CONCILIATIONS/SETTLEMENTS


- Basis: Race
- Adverse Action: Termination
- Settlement: \$250

Harris v. Oxmoor Lodge



- Basis: Gender Identity
- Adverse Action: Termination
- Settlement: \$200 and Neutral Letter of Reference

Epperson v. Aerotek



- Basis: Sexual Orientation
- Adverse Action: Termination
- Settlement: Positive Job Reference

Janes v. Weber & Rose Professional Service



- Basis: Sexual Orientation
- Adverse Action: Termination
- Settlement: \$3,500

Marsh v. KIMCO Corporation



- Basis: Race, Disability, Retaliation
- Adverse Action: Termination/Terms and Conditions
- Settlement: \$360

Newman v. Moore Security (3 cases filed)



- Basis: Race
- Adverse Action: Termination
- Settlement: \$200

LaRue v. Aerotek



- Basis: Race
- Adverse Action: Termination
- Settlement: Job reinstated

Lacy v. Wendy's




- Basis: Race
- Adverse Action: Termination
- Settlement: \$720

Foster v. Aerotek




- Basis: Race
- Adverse Action: Terms and Conditions
- Settlement: \$525.77 and warning removed from file

Woods v. Heritage Environmental Services



- Basis: Disability
- Adverse Action: Accommodation
- Settlement: \$500 and Employee Training

Distler v. Family Dollar




- Basis: Sexual Orientation
- Adverse Action: Accommodation
- Settlement: \$2,000 and Manager Training

Marlatt v. McDonalds




- Basis: Sexual Orientation
- Adverse Action: Accommodation
- Settlement: \$2,000 and Manager Training

Eggers v. McDonalds




- Basis: Familial Status
- Adverse Action: Terms and Conditions
- Conciliation: \$250 donation to charity that works with children; Policy change

Lexington Fair Housing Council v. Edward and Angela Winner




- Basis: Sexual Harassment
- Adverse Action: Terms and Conditions
- Conciliation: \$6,000; Extension of lease; Fair Housing training

Tonya Carman v. Tyrone Clemons

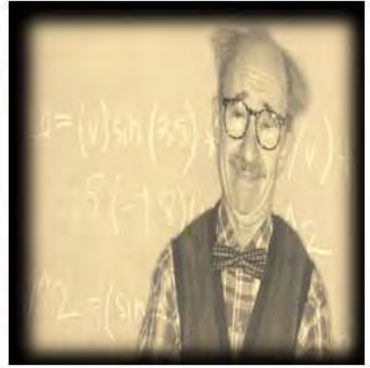


- Basis: Handicap
- Adverse Action: Terms and Conditions
- Conciliation: Void balance of deposit due along with other terms and conditions of lease

Dwight Taylor v. Pence Associates, LLC



# EXHIBIT 3



**LOUISVILLE METRO HUMAN RELATIONS COMMISSION**



**ANNUAL REPORT 2010**



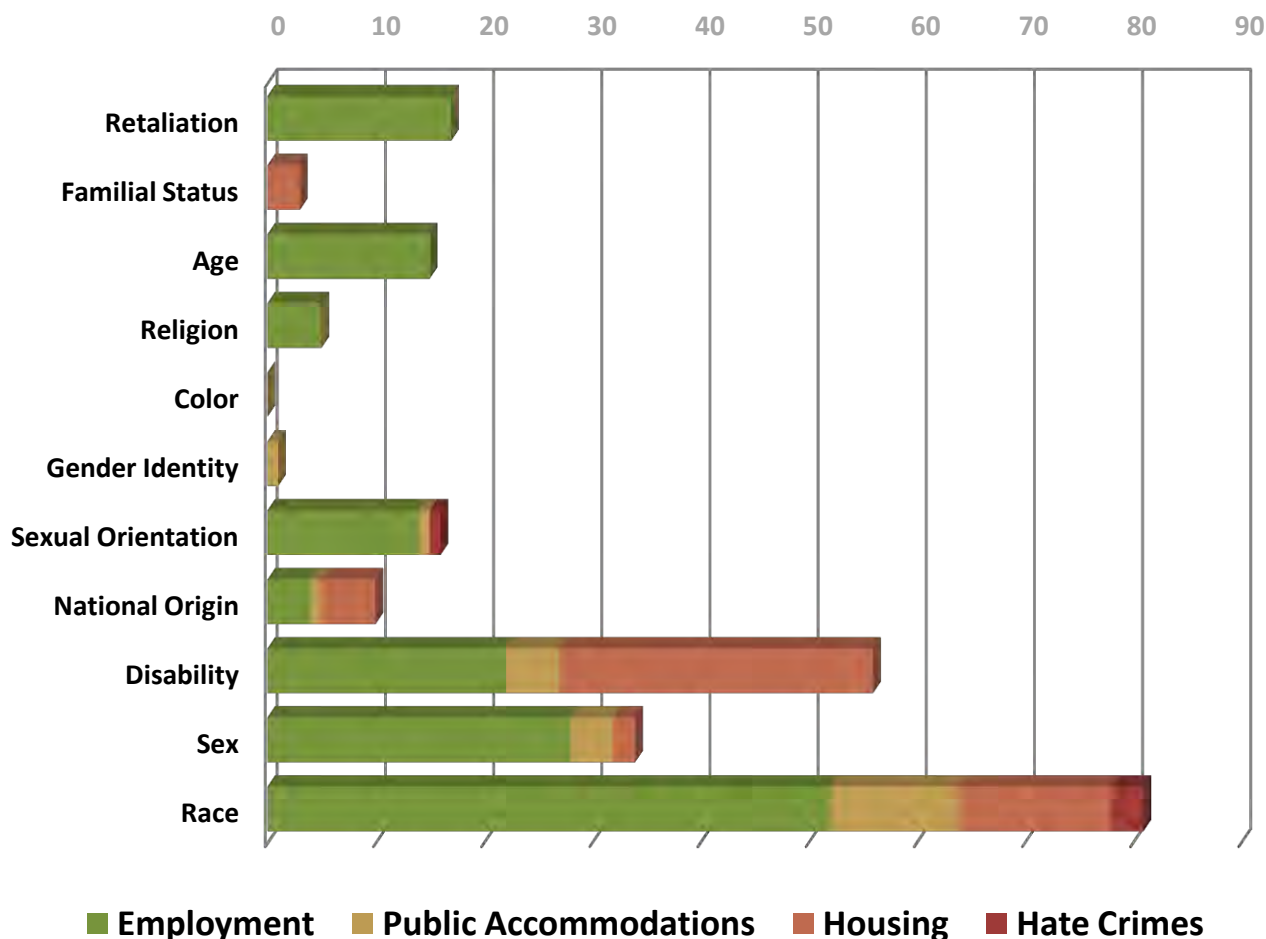
**Since 1962**

# LOUISVILLE METRO HUMAN RELATIONS COMMISSION

## Our Work: Combating Discrimination

Once enough information is provided to the HRC Intake Officer to enable the HRC to take a **Complaint**, HRC will prepare the **Complaint** and send a copy of the **Complaint** to the party accused of discrimination, along with a letter requesting that the accused party respond in writing to the **Complaint**. If the accused party and the Complainant are able to negotiate and agree to a settlement (which is facilitated by HRC), HRC will dismiss the **Complaint**. The HRC Compliance Officer assigned to investigate the **Complaint** will obtain all of the needed documents, conduct all the necessary interviews, and analyze all facts presented by both parties.

### 2009-2010 Complaints Filed\*: 238



\*Some complaints include more than one basis for discrimination.

# LOUISVILLE METRO HUMAN RELATIONS COMMISSION

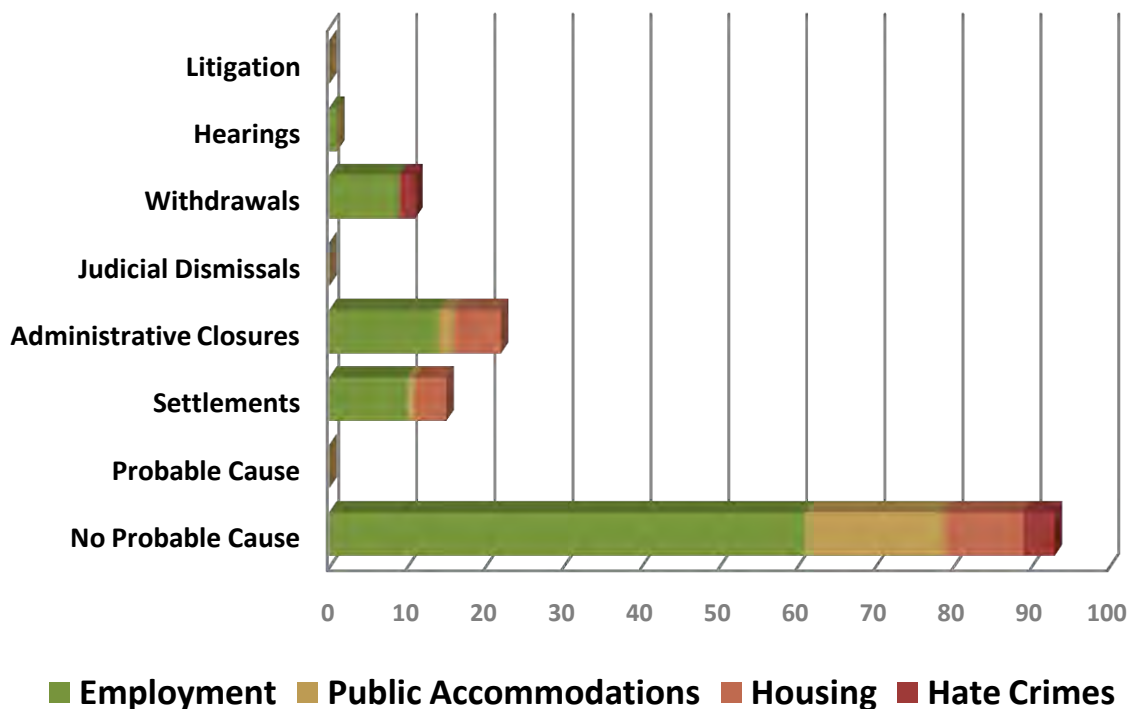
## Our Work: Combating Discrimination

After the HRC Compliance Officer completes his or her investigation, HRC will determine whether the individual claiming discrimination was subjected to unlawful discrimination.

If HRC finds **Probable Cause\*** (a determination that it is more likely than not that discrimination did occur), the Complaint will move forward through an administrative law process. This process is an alternative to the court system. The attorney representing the HRC may attempt to settle the case with the accused party or take it to a hearing before a hearing officer. If, after all these steps, the finding of discrimination is upheld, the decision may be appealed in court.

If, alternatively, the HRC finds **No Probable Cause** (the determination that there isn't enough evidence of unlawful discrimination), HRC will dismiss the Complaint. After dismissal of his or her Complaint by HRC, an individual claiming discrimination may choose to hire an attorney and file the same claim in federal court.

### 2009-2010 Outcomes\*\*



\*A Complaint may be settled between the parties prior to any determination of Probable Cause.

\*\*The complete resolution of a claim of discrimination could range from 100 days to a year (investigations of Complaints are, generally, completed within 100 days).

# LOUISVILLE METRO HUMAN RELATIONS COMMISSION

## Our Work: Combating Discrimination

### 2009-2010 Settlements

HOUSING	BASIS	ADVERSE ACTION	SETTLEMENT
Sanok Yount v. Brown Conti Co.	National Origin	Terms and Conditions	Non-Monetary
Donna Whitehouse v. Guardian Court Apts.	Handicap	Terms and Conditions	Non-Monetary
William Floyd v. Venus Place Apts.	Handicap	Terms and Conditions	Non-Monetary
EMPLOYMENT AND PUBLIC ACCOMMODATIONS	BASIS	ADVERSE ACTION	SETTLEMENT
Margarita Yero vs. Marriott Hotel	Sex	Terms and Conditions	\$690.00
Feotis Gilbert vs. Comfort Inn & Suites	Race	Unfair Treatment	\$6,000.00
Janice Ellis vs. Ideal Fitness	Race/Sex	Terms and Conditions	\$1,000.00
Antoine Bell vs. Footlocker	Sexual Orientation	Terms and Conditions	\$11,750.00
Greca Alexander vs. Wendy's	Race	Terms and Conditions	\$5,183.00
Lloyd Darling vs. Wellspring	Sex	Termination	\$1,000.00
LaKeshia Jones vs. Father Maloney's Boys Haven	Retaliation	Termination	\$9,000.00
Valerie Davis vs. Sports & Social Club	Race	Denial of Fair Treatment by Place of Public Accommodation	Letter of Apology and Gift Card
Tina Lee vs. Supercuts	Race	Terms and Conditions	Pay Increase
Regina Brown vs. Popeye's	Sex	Termination	Increase in Hours

Six (6) Private Settlements

# EXHIBIT 4





# Louisville Metro Human Relations Commission

2010-2011

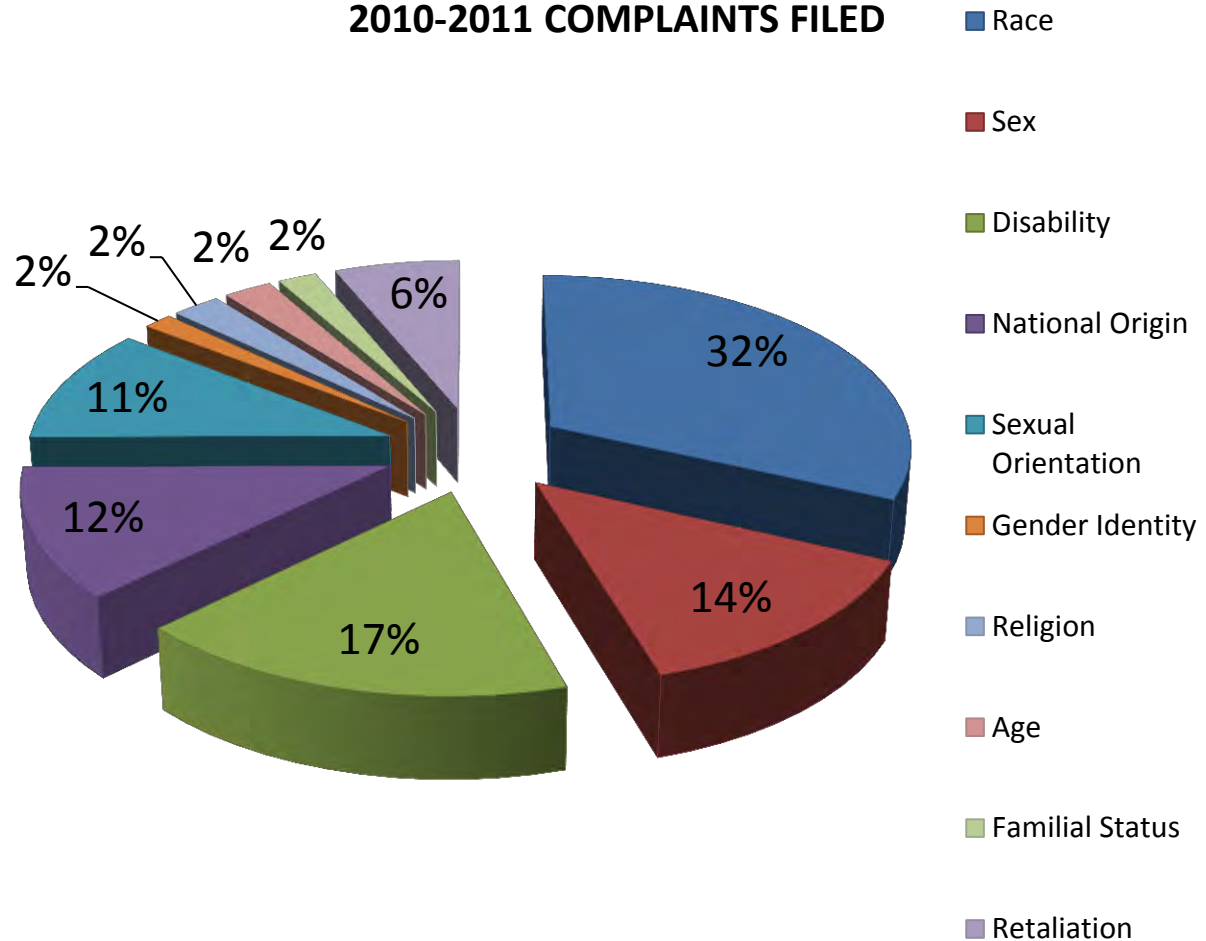
CNP MSJ 00459

4RFA 00082

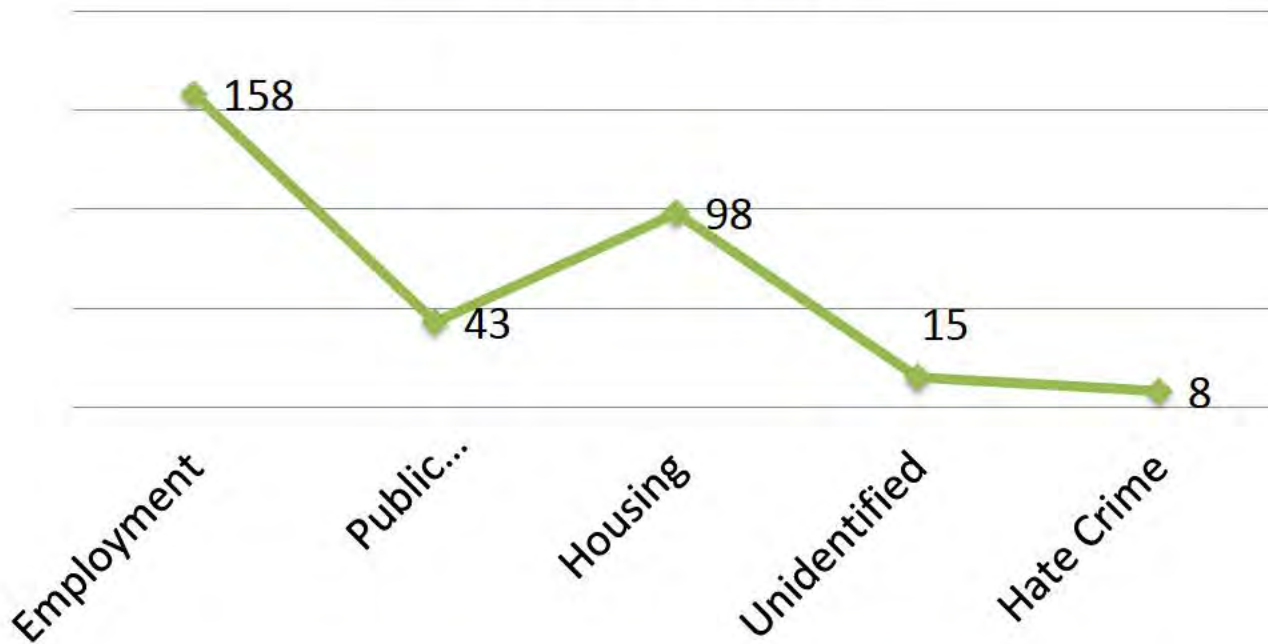
HRC obtains information regarding an individual's claim of discrimination (called an Intake) by interviewing the individual and evaluating the claim before an official complaint is filed. This information (which would include names, addresses, telephone numbers, as well as the basis and issues raised by the individual) and the resulting evaluation are recorded on an Intake Questionnaire.



### 2010-2011 COMPLAINTS FILED



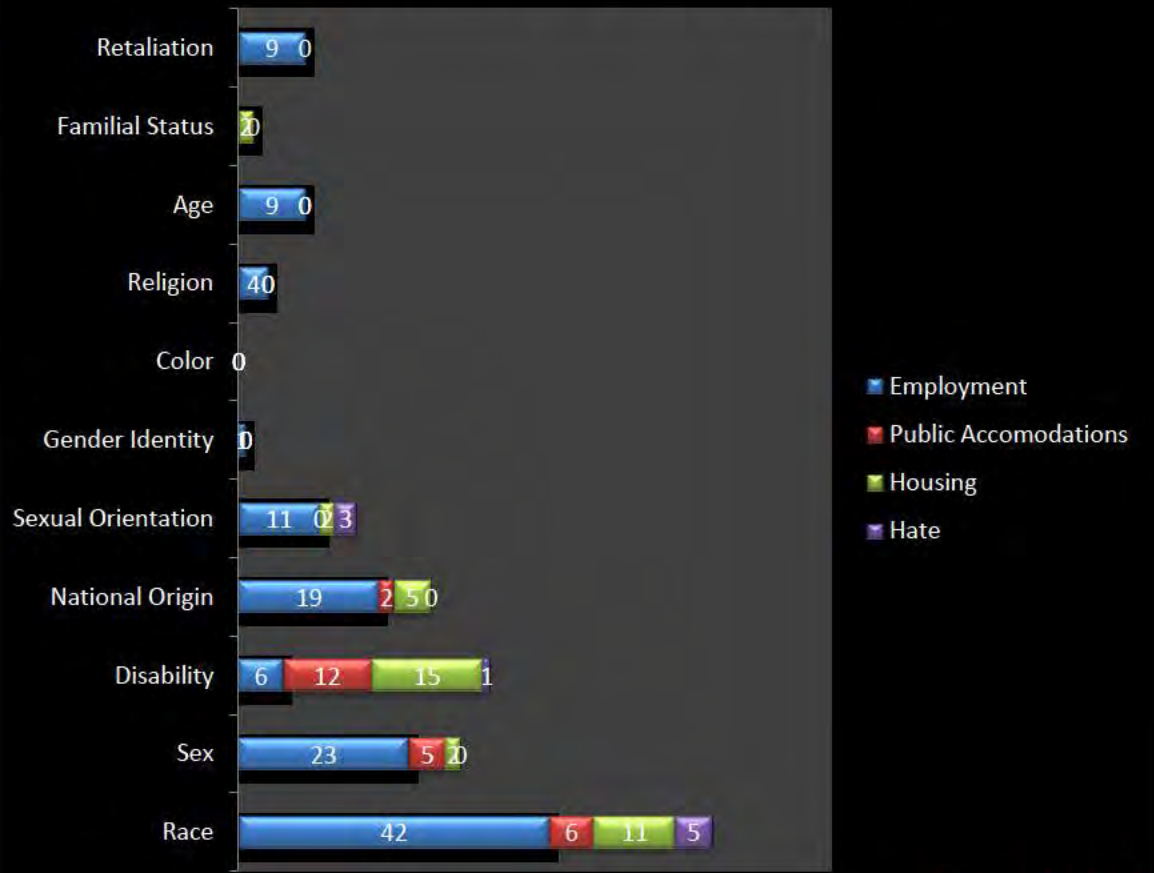
### INTAKES BY TYPE



Once enough information is provided to the HRC Intake Officer to enable the HRC to take a Complaint, HRC will prepare the Complaint and send a copy of the Complaint to the party accused of discrimination, along with a letter requesting that the accused party respond in writing to the Complaint. If the accused party and the Complainant are able to negotiate and agree to a settlement (which is facilitated by HRC), HRC will dismiss the Complaint. The HRC Compliance Officer assigned to investigate the Complaint will obtain all of the needed documents, conduct all the necessary interviews, and analyze all facts presented by both parties.



### 2010-2011 Filed Complaints by Basis



2010-2011

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HOUSING	BASIS	ADVERSE ACTION	SETTLEMENT
<i>Britt v. Hass</i>	Sex	Terms and Conditions	\$10,000.00
<i>Woods v. CT Associates, Inc. et al.</i>	Handicap	Terms and Conditions	\$9,000.00
<i>Smith v. CT Associates, Inc. et al.</i>	Handicap	Terms and Conditions	\$9,000.00
<i>Grimaldo v. Ledgewood Apartments</i>	Race	Terms and Conditions	Withdrawal w/Resolution
<i>Kanter v. Urban Innovations</i>	Handicap	Terms and Conditions	Withdrawal w/Resolution
<i>Lexington Fair Housing Council, Inc. v. LEO Acquisition, LLC</i>	Familial Status	Terms and Conditions	\$1,900.00
EMPLOYMENT AND PUBLIC ACCOMMODATIONS	BASIS	ADVERSE ACTION	SETTLEMENT
<i>Linda Mack v. The Healing Place</i>	Gender Identity	Denial of Facilities	The right to use the women's restroom in the Respondents facilities
<i>Katherine Southerland v. Meyzeek Middle School</i>	Sexual Orientation	Termination	Girls' Basketball Coach 2010-2011 Season
<i>Greca Alexander v. Wendy's</i>	Retaliation	Reduced Work Hours	\$224.00 for 28 hours not worked
<i>Sheila Cox v. Reynolds Packaging, LLC</i>	Sex/Disability	Termination	\$10,000.00
<i>Elexius Henry v. McDonald's</i>	Sexual Orientation	Termination	\$2000.00
<i>Jackie Wilmer v. The Healing Place</i>	Gender Identity	Denial of Services	The right to use the women's Restroom in the Respondents facilities
<i>Kevin Bryan v. Paychex, Inc</i>	Sexual Orientation/sex	Terms and Conditions	\$23,000.00
<i>Jackie Wilmer v. West End Token Club</i>	Gender Identity	Denial of Privileges and Denial of Services	The right to use the women's restroom in the Respondents Facilities
<i>Rachel Goodman v. The Historic Homes Foundation, Inc.</i>	Disability	Failure to Hire	Respondent agrees to Prepare a written Statement to Employment 4RFA 00097



CNP MSJ 00463

# EXHIBIT 5

**CELEBRATING**

**50**

**Years 1962-2012**

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**ANNUAL REPORT**

**July 1, 2011—June 30, 2012**



**HUMAN RELATIONS  
COMMISSION**

## SETTLEMENTS AND CONCILIATIONS: PUBLIC ACCOMMODATION

### ***Smith v. Phoenix Health Center***

Basis: National Origin

Adverse Action: Unfair treatment

Settlement: Parties agreed upon a change to the client's provided service.

### ***Hayden v. Blockbuster, LLC***

Basis: Race

Adverse Action: Terms and Conditions

Terms: \$1,000.00

### ***Bright v. The Chariot Hotel***

Basis: Race

Adverse Action

Terms: \$2,000.00

## SETTLEMENTS AND CONCILIATIONS: BIAS RELATED CRIME

### ***Davis v. Fowler***

Basis: Sexual Orientation

Adverse Action: Intentional Interference with Another Person (mental distress)

Terms: Diversity/sensitivity training, \$150.00, written letter of apology

## SETTLEMENTS AND CONCILIATIONS: HOUSING

### ***Pumphrey v. The Community Builders, Inc.***

Basis: Disability

Adverse Action: Refusal to make a reasonable accommodation/rental housing unit transfer

Terms: \$5,000.00, rental unit transfer, affirmation of fair housing training

### ***Shindlebower v. Clifton Lofts Condominium Owners Association, Inc.***

Basis: Disability

Adverse Action: Refusal to make a reasonable accommodation/accessible parking space

Terms: Reserved disability-accessible parking space

### ***Reed, Evelyn v. Schempp Realty & Management***

Basis: Race and Disability

Adverse Action: Eviction

Terms: Respondent agrees to:

1. Make Repairs
2. Use Remaining credit towards the Complainant's current rent;
3. Complainant's unit be painted after Labor Day, the week of September 5, 2011 with prior notification, less the two rooms that were painted one (1) year ago;
4. Pipes be inspected to insure that hot water usage is applied correctly;
5. Respondent work with Fair Housing Representative, Art Crosby, to resolve any non-emergency concerns; and
6. Attend Fair Housing Training.



## SETTLEMENTS AND CONCILIATIONS: EMPLOYMENT CONT...

### ***Mills v. Golden Buddha***

Basis: Sex (pregnancy)

Adverse Action:

Terms: \$750.00

## SETTLEMENTS AND CONCILIATIONS WITH AGREEMENT FOR NON-DISCLOSURE: EMPLOYMENT

*Basis:* Disability and Race \$21,000.00

*Basis:* Age \$30,000.00 + pay increase

*Basis:* Sexual Orientation \$492.16

*Basis:* National Origin \$1,000.00

*Basis:* Race Term: Rehired

*Basis:* Race Term: \$1,000.00

*Basis:* Race Term; \$10,000.00

*Basis:* Race Term; Rehired

*Basis:* Race Term; \$1,000.00

*Basis:* Race Term; \$10,000.00

**Complaints Filed**

	<b>Employment</b>	<b>Public Accommoda- tions</b>	<b>Housing</b>	<b>Hate</b>	<b>Total</b>
Race	101	7	33	1	142
Sex	65	0	7	0	72
Disability	44	7	19	0	70
National Origin	16	2	5	0	23
Sexual Orientation	13	3	1	5	22
Gender Identity	1	1	0	0	2
Color	5	0	1	0	6
Religion	8	0	1	4	13
Age	22	0	1	0	23
Familial Status	0	0	11	0	11
Retaliation	37	0	0	0	37
<b>TOTAL</b>	<b>312</b>	<b>20</b>	<b>79</b>	<b>10</b>	<b>421</b>

**Complaints Closed**

	<b><u>Employment</u></b>	<b><u>Public Accommodation</u></b>	<b><u>Housing</u></b>	<b><u>Hate Crimes</u></b>	<b><u>Total</u></b>
Race	64	7	21	5	97
Sex	40	1	5	0	46
Disability	34	10	23	1	68
National Origin	10	4	6	0	20
Sexual Orientation	8	2	1	6	17
Gender Identity	1	1	0	0	2
Color	2	0	1	0	3
Religion	8	0	1	3	12
Age	14	0	0	0	14
Familial Status	0	0	8	0	8
Retaliation	39	0	3	0	42
<b>TOTAL</b>	<b>220</b>	<b>25</b>	<b>69</b>	<b>15</b>	<b>329</b>

\*\* Some complaints allege more than one basis of discrimination. Therefore, the total number of complaints filed does not equal the total number of bases for complaints filed.

	<b><u>Employment</u></b>	<b><u>Public Accommodation</u></b>	<b><u>Housing</u></b>	<b><u>Hate Crimes</u></b>	<b><u>Total</u></b>
No Probable Cause	86	15	38	9	148
Probable Cause	4	0	3	1	8
Settlements	19	3	6	0	28
Administrative	15	3	5	2	25
Judicial Dismissals	0	0	0	0	0
Withdrawals	22	1	2	0	25
Hearings	1	0	1	0	2
Litigation	0	0	0	0	0
<b>TOTAL</b>	<b>147</b>	<b>22</b>	<b>55</b>	<b>12</b>	<b>236</b>

CNP MSJ 00468

# EXHIBIT 6



# HUMAN RELATIONS COMMISSION

## ANNUAL REPORT JULY 2012- JUNE 2013

**51 years of promoting unity,  
understanding, and equal opportunity  
among all people of Louisville Metro and  
to eliminate all forms of bigotry, bias, and  
hatred from the community**

## Complaints Filed

	<b>Employment</b>	<b>Public Accommodations</b>	<b>Housing</b>	<b>Hate</b>	<b>Total</b>
Race	42	5	17	2	66
Sex	43	1	5	2	51
Disability	13	2	23	3	41
National Origin	8	1	5		14
Sexual Orientation	14	1		2	17
Gender Identity					0
Color					0
Religion	3	1	2		6
Age	5				5
Familial Status			5		5
Retaliation	20		1	1	22
<b>TOTAL</b>	<b>148</b>	<b>11</b>	<b>58</b>	<b>10</b>	<b>227</b>

\*\* Some complaints allege more than one basis of discrimination. Therefore, the total number of complaints filed does not equal the total number of bases for complaints filed.

## Complaints Closed

	<b>Employment</b>	<b>Public Accommodation</b>	<b>Housing</b>	<b>Hate Crimes</b>	<b>Total</b>
Race	91	8	25	2	126
Sex	59		8	2	69
Disability	32	2	27		61
National Origin	12	1	8		21
Sexual Orientation	21	3	6	2	32
Gender Identity	1		1		2
Color	2				2
Religion	3		2		5
Age	24				24
Familial Status			9		9
Retaliation	38		1		39
<b>TOTAL</b>	<b>283</b>	<b>14</b>	<b>87</b>	<b>6</b>	<b>390</b>

	<b>Employment</b>	<b>Public Accommodation</b>	<b>Housing</b>	<b>Hate Crimes</b>	<b>Total</b>
No Probable Cause	146	7	47	5	205
Other***	16	3	8	1	28
Administrative	13	1	9		23
Judicial Dismissals					0
Withdrawals	26				26
Hearings					0
Litigation					0
<b>TOTAL</b>	<b>201</b>	<b>11</b>	<b>64</b>	<b>6</b>	<b>282</b>

\*\*\*Includes: Probable Cause determinations, settlements, and other dispositions not establishing cause.

# EXHIBIT 7



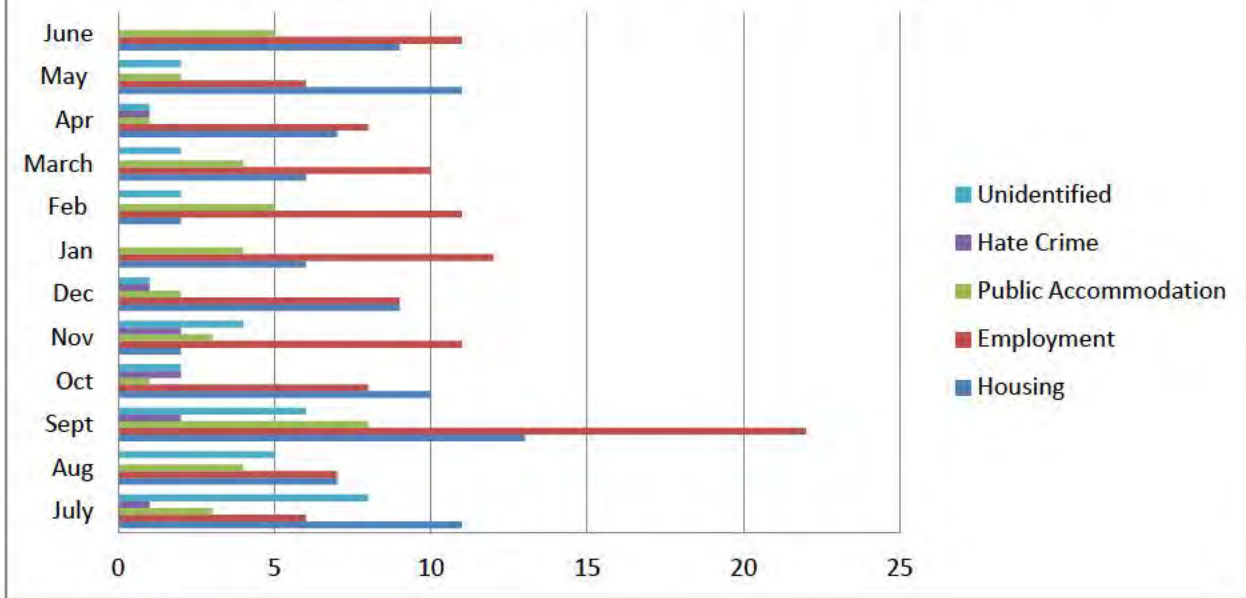
# LOUISVILLE METRO HUMAN RELATIONS COMMISSION

## ANNUAL REPORT JULY 2013 — JUNE 2014

*52 years of promoting unity, understanding, and equal opportunity among all people of Louisville Metro and to eliminate all forms of bigotry, bias, and hatred from the community*



## Type of Discrimination Identified at Intake



## PROTECTED CLASSES

**HOUSING:**  
 Race  
 Color  
 Religion  
 National Origin  
 Familial Status  
 Disability  
 Sex  
 Gender Identity  
 Sexual Orientation

**EMPLOYMENT:**  
 Race  
 Color  
 Religion  
 National Origin  
 Age  
 Disability  
 Sex  
 Gender Identity  
 Sexual Orientation

**PUBLIC ACCOMMODATIONS:**  
 Race  
 Color  
 Religion  
 National Origin  
 Disability  
 Gender Identity  
 Sexual Orientation

**HATE CRIMES:**  
 Race  
 Color  
 Religion  
 National Origin  
 Disability  
 Gender Identity  
 Sexual Orientation



# **CONCILIATIONS: July 1, 2013 – June 30, 2014**

## **Housing**

### **Louisville Metro Human Relations Commission – Enforcement v. BB & LLC**

**Basis: Familial Status**

**Action: Discriminatory Advertising**

**Conciliation: Respondent update policies on advertising rental dwellings; cease advertising “no kids” permitted to occupy dwellings**

### **Stankowski v. Cathedral Commons, LTD and Schempp Realty & Management, Inc.**

**Basis: Disability**

**Action: Refusal to make a reasonable accommodation for a disability; retaliation for the filing of a discrimination complaint**

**Conciliation: Respondents’ compensation to the Complainant in the amount of \$10,000; Respondents’ fair housing training**

**Alvin puckett v. LaSalle Place Co-Owners Association, Inc – credit collection and legal fees back to the Complainant’s account; Board will address problem regarding residents parking in the Complainant’s assigned handicapped parking space. (Discrimination by retaliation in housing, based on physical disability.**

**Tamara Seadler & Brian Seadler v. Peggy and Jack Dambros – Conciliation \$5,000- (Refusal to rent based on race, Black)**

**Pamela and Edward Livers v. Peggy and Jack Dambros – Conciliation \$5,000- (Refusal to rent based on race, Black)**

**Mary Moorman v. American Apartment Management – Conciliation \$1,000- moving expenses (Discriminate in the conditions or terms of rental occupancy based on race, Black)**

## **CONCILIATIONS** (continuation)

Clara Ralston v. Bronner Realty Company — Conciliated — Complainant received an assigned, designated, handicap parking space (Discriminatory terms, conditions, privileges, or services, on the basis of disability)

### Public Accommodation

Cheryl Medley v. Steak N' Shake — Conciliated \$150 — to repair scooter and \$25 gift card. (Public Accommodation — disparate treatment based on disability)

Mamie Garcia (on behalf of Daughter Juana Lopez) v. Louisville Third Century, Inc. — Conciliated \$2500 (Denial of facilities based on natural origin, Hispanic/American)

### Employment

Sheehan v. St. Martin Tours - \$2,000 (local case)

Nave v. City of Audubon - Confidential Settlement

Nave v. City of Audubon - Confidential Settlement (local case)

Brashear v. Bright Horizons - Confidential Settlement (local case)

Whitney v. JCIM - Confidential Settlement

# COMPLAINTS FILED/CLOSED

July 1, 2013 through June 30, 2014

## Complaints Filed

	<b>Employment</b>	<b>Public Accomodations</b>	<b>Housing</b>	<b>Hate</b>	<b>Total</b>
Race	56	10	10	1	77
Sex	24	2	6	1	33
Disability	20	7	14	2	43
National Origin	4	2			6
Sexual Orientation	8	2	2		12
Gender Identity		2			2
Color					0
Religion	4				4
Age	18				18
Familial Status			5		5
Retaliation	15		2		17
<b>TOTAL</b>	<b>149</b>	<b>25</b>	<b>39</b>	<b>4</b>	<b>217</b>

## Complaints Closed

	<b>Employment</b>	<b>Public Accommodation</b>	<b>Housing</b>	<b>Hate Crimes</b>	<b>Total</b>
Race	45	10	17	2	74
Sex	34		5	1	40
Disability	21	9	19	5	54
National Origin	6	3			9
Sexual Orientation	9	2	3	2	16
Gender Identity		1			1
Color			1		1
Religion	5	1			6
Age	12				12
Familial Status			8		8
Retaliation	9		3	1	13
<b>TOTAL</b>	<b>141</b>	<b>26</b>	<b>56</b>	<b>11</b>	<b>234</b>

\*\* Some complaints allege more than one basis of discrimination. Therefore, the total number of complaints filed does not equal the total number of bases for complaints filed.

	<b>Employment</b>	<b>Public Accommodation</b>	<b>Housing</b>	<b>Hate Crimes</b>	<b>Total</b>
No Probable Cause	89	13	21	8	131
Probable Cause	4	2	6		12
Settlements	4	4	8		16
Administrative	12	3	7		22
Judicial Dismissals					0
Withdrawals	7	2	3		12
Hearings					0
Litigation					0
<b>TOTAL</b>	<b>116</b>	<b>24</b>	<b>45</b>	<b>8</b>	<b>193</b>

# EXHIBIT 8

# LOUISVILLE METRO HUMAN RELATIONS COMMISSION

## ANNUAL REPORT

The mission of the

*Louisville Metro Human  
Relations Commission*

is to **promote unity,**

**understanding,**

and equal  
opportunity

among **ALL**  
people of  
Louisville Metro  
and to

**eliminate ALL**

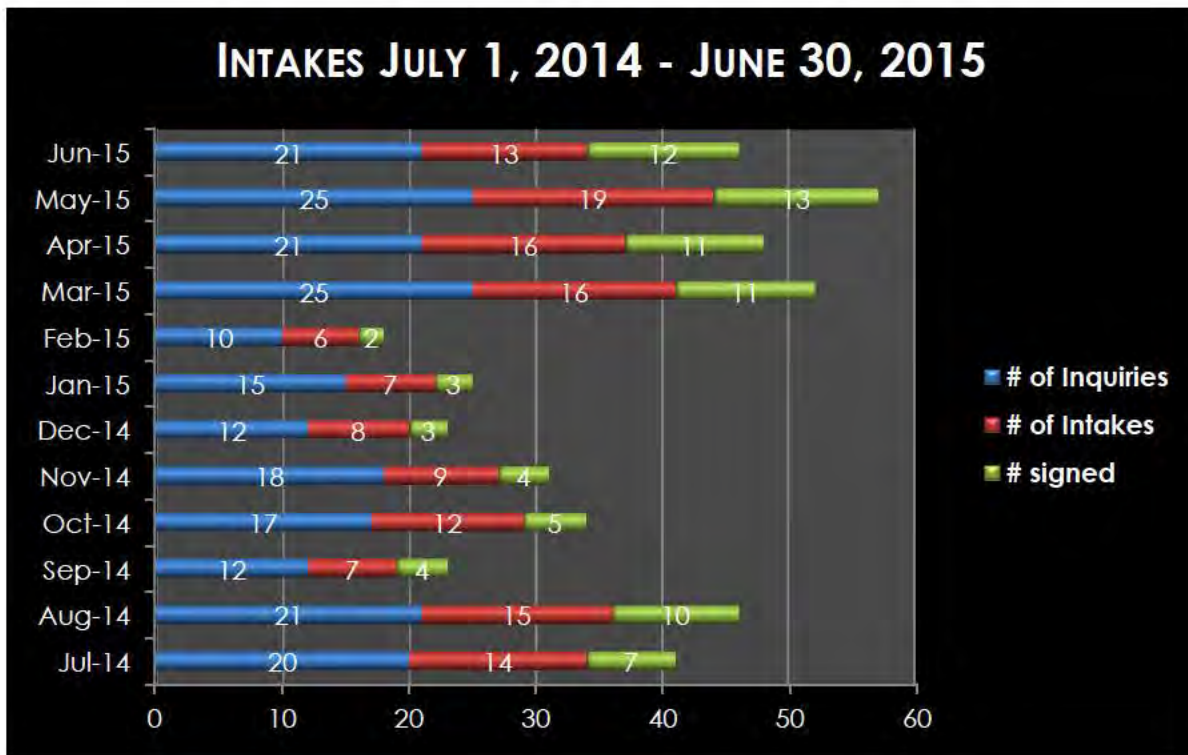
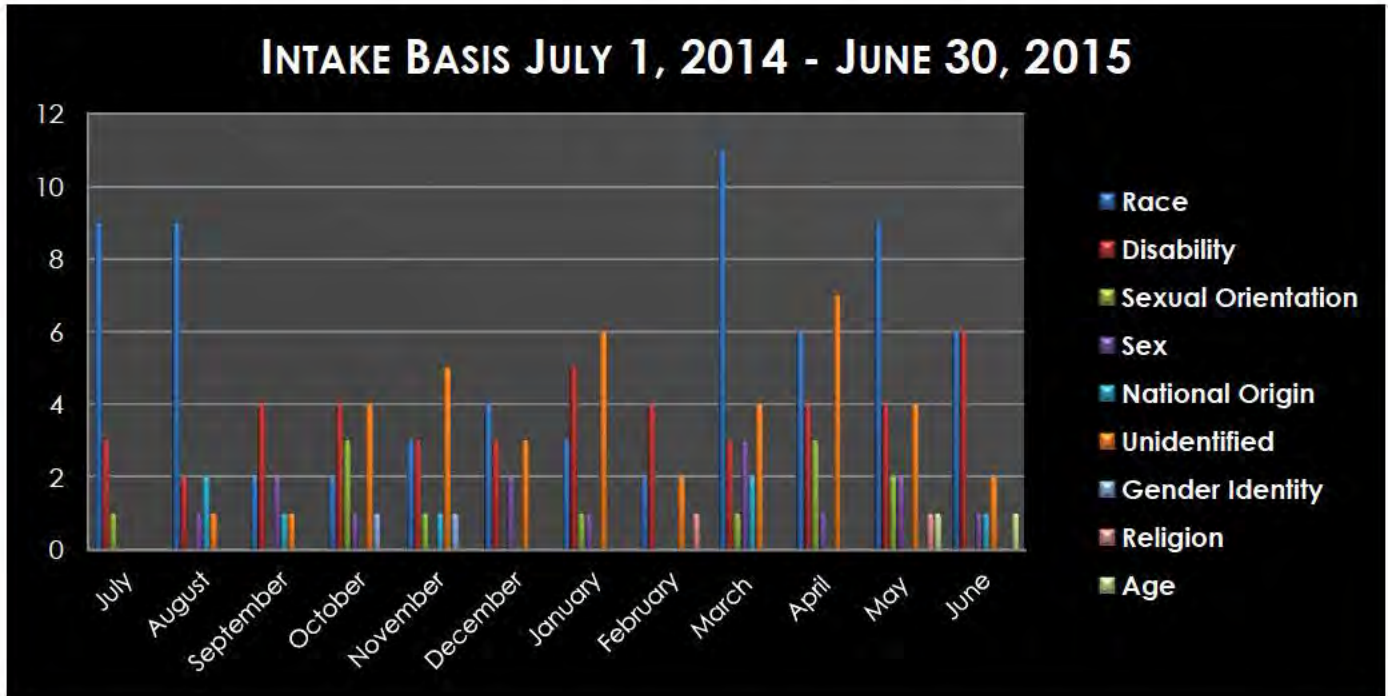
forms of **bigotry,**

**bias, AND hatred** from the  
community.

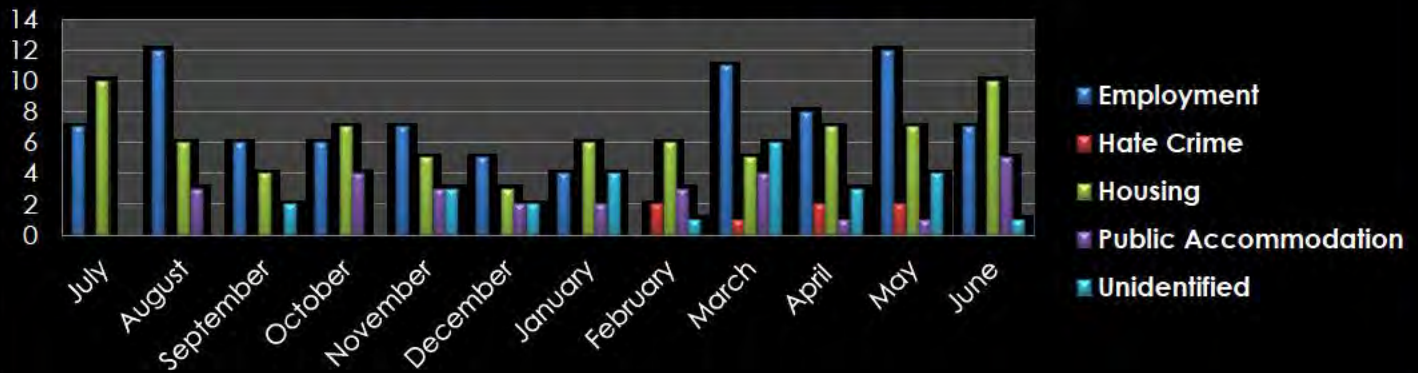
JULY 2014-JUNE 2015

# INTAKE INQUIRIES

This chart contains the number of inquiries by month that was received from July 1, 2013, through June 30, 2015.



## INTAKE TYPE FISCAL YEAR 2015 (JULY 1, 2014 - JUNE 30, 2015)



### PROTECTED CLASSES

**HOUSING:**

- Race
- Color
- Religion
- National Origin
- Familial Status
- Disability
- Sex
- Gender Identity
- Sexual Orientation

**EMPLOYMENT:**

- Race
- Color
- Religion
- National Origin
- Age
- Disability
- Sexual Orientation
- Sex
- Gender Identity
- Genetic Information

**PUBLIC ACCOMMODATION:**

- Race
- Color
- Religion
- National Origin
- Disability
- Gender Identity
- Sexual Orientation

**HATE CRIMES:**

- Race
- Color
- Religion
- National Origin
- Disability
- Gender Identity
- Sexual Orientation

# CONCILIATIONS: JULY 1, 2014 THROUGH JUNE 30, 2015

## EMPLOYMENT

### **Arletta Thomas vs. JCIM Interiors Manufacturing**

**Basis:** Sex

**Action:** Harassment

**Conciliation:** Parties reached an undisclosed settlement

### **Louisville Metro Human Relations Commission-Enforcement Board vs. Tin Roof Acquisition Company, LLC**

**Basis:** Sex

**Action:** Discriminatory advertising

**Conciliation:** Refrain from using discriminatory advertising and train its employees on anti-discrimination laws

## HOUSING

### **Louisville Metro Human Relations Commission-Enforcement Board v. Margaret Fey**

**Basis:** Disability

**Action:** Discriminatory advertising

**Conciliation:** Agree to review/update policies, provide an equal housing opportunity statement and/or symbol in all dwelling print advertisements

### **Louisville Metro Human Relations Commission-Enforcement Board v. Foremost Realtors**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Refrain from using discriminatory advertising in the future, undergo Fair Housing training from Fair Housing Solutions and display the Fair Housing logo on all future advertisements

### **Louisville Metro Human Relations Commission-Enforcement Board v. Gregory Stanfield**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Agree not to use the phrase "single person or couple" in advertising in the future

### **Louisville Metro Human Relations Commission-Enforcement Board v. Paul F. Ray & Ray Co. Rentals LLC**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Agree to review and update policies, agree not to use the phrase "single person or couple" in advertising, provide equal housing opportunity statement and/or symbol in printed advertising



**Sharon Pumphrey v. Louisville Metro Housing Authority & Park DuValle IV Limited Partnership & Park DuValle GP, LLC & The Community Builders, Inc. & Winterwood, Inc.**

**Basis:** Disability

**Action:** Failure to make a reasonable accommodation for a disability in rental; failure to permit a reasonable modification in rental

**Conciliation:** Agree to provide a ground floor two-bedroom unit, will be charged the rate of a one-bedroom unit, will assist in moving to new unit, attend Fair Housing training

**Marion Dickerson v. Plaza De Oro, Inc.**

**Basis:** Disability

**Action:** Failure to make a reasonable accommodation for a disability in rental/sales

**Conciliation:** Board of Directors will undergo training; The Association will update its policies and condominium documentation particularly with regard to companion animals

**Daniel Cobble v. Lafayette Communities**

**Basis:** Race

**Action:** Non-renewal of Lease

**Conciliation:** Renew lease, handle maintenance request based on the nature of the emergency

**Louisville Metro Human Relations Commission-Enforcement Board v. Lindsay Cordes**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Refrain from using discriminatory advertising, undergo Fair Housing training with Greater Louisville Association of Realtors and display the Fair Housing logo on any and all future advertisements

**Louisville Metro Human Relations Commission-Enforcement Board v. Annetta Thrasher & Phillip Thrasher**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Cease discriminatory advertisements; display Fair Housing notices and attend training

**Louisville Metro Human Relations Commission-Enforcement Board v. M.P. Contractors, LLC**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Cease publishing discriminatory dwelling advertisements based on familial status; provide equal housing opportunity statement/symbol in all print advertisements, minor children permitted to occupy a subject dwelling consistent with Fair Housing laws and occupancy standards

**Louisville Metro Human Relations Commission-Enforcement Board v. Cutsinger Properties, LLC**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Refrain from using discriminatory advertising in the future, undergo Fair Housing training, and display Fair Housing logo

**Louisville Metro Human Relations Commission-Enforcement Board v. Dunaway Engineering, Inc. & Westport Woods, LLC**

**Basis:** Disability

**Action:** Discriminate in design and construction

**Conciliation:** Install a sidewalk and ramp/and or ramps

**Louisville Metro Human Relations Commission-Enforcement Board v. M & N Properties, LLC**

**Basis:** Disability

**Action:** Discriminate in design and construction

**Conciliation:** Install handicap accessible ramps

**Louisville Metro Human Relations Commission-Enforcement Board v. Sabak, Wilson & Lingo, Inc. & Villages at Idlewild, LLC**

**Basis:** Disability

**Action:** Discriminate in design and construction

**Conciliation:** Conform to design and construction requirements for persons with disabilities

**Louisville Metro Human Relations Commission-Enforcement Board v. Susan M. Bentley**

**Basis:** Familial Status

**Action:** Discriminatory advertising

**Conciliation:** Cease advertising rental dwellings as "one person or couple at most" and provide equal housing opportunity statement and/or symbol in print advertisements

**PUBLIC ACCOMMODATION**

**Aretha Duncan vs. Family Dollar**

**Basis:** Race

**Action:** Denial of service

**Conciliation:** \$30.00 gift card

**Timothy Fuqua vs. Wendy's**

**Basis:** Race

**Action:** Denial of services

**Conciliation:** \$100.00

**LaDonna Gray vs. Wal-Mart Stores East, LP**

**Basis:** Race

**Action:** Denial of services

**Conciliation:** Parties settled; amount undisclosed

**HATE CRIME**

N/A

# COMPLAINTS FILED AND CLOSED

July 1, 2014 - June 30, 2015					
<u>Complaints Filed</u>					
	Employment	Public Accommodations	Housing	Hate	Total
Race	63	5	10	1	79
Sex	40		4		44
Disability	15	3	20	1	39
National Origin	4	1	2		7
Sexual Orientation	7				7
Gender Identity					0
Color					0
Religion	3	1	1		5
Age	13				13
Familial Status			16		16
Retaliation	23		1		24
<b>TOTAL</b>	<b>168</b>	<b>10</b>	<b>54</b>	<b>2</b>	<b>234</b>

<u>Complaints Closed</u>					
	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	33	9	8		50
Sex	24	1	2		27
Disability	15	4	17		36
National Origin	4	4	1		9
Sexual Orientation	3				3
Gender Identity					0
Color					0
Religion	3				3
Age	8				8
Familial Status			12		12
Retaliation	8		1		9
<b>TOTAL</b>	<b>98</b>	<b>18</b>	<b>41</b>	<b>0</b>	<b>157</b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
No Probable Cause	68	8	18		94
Probable Cause	3		5		8
Settlements	3	3	14		20
Administrative	4	2	4		10
Judicial Dismissals					0
Withdrawals	6	3			9
Hearings					0
Litigation					0
<b>TOTAL</b>	<b>84</b>	<b>16</b>	<b>41</b>	<b>0</b>	<b>141</b>

\*\* Some complaints allege more than one basis of discrimination. Therefore, the total number of complaints filed does not equal the total number of bases for complaints filed.

# EXHIBIT 9

# Louisville Metro Human Relations Commission

*Annual Report*  
2015-2017

*"Moving Forward  
in Challenging  
Times"*

# Complaint Data

Fiscal Years 2015-2017

## Complaints Filed

	Employment	Public Accommodations	Housing	Hate	Total
Race	36	7	14	0	57
Sex	25	2	2	0	29
Disability	12	3	23	0	38
National Origin	4	0	2	0	6
Sexual Orientation	5	0	0	0	5
Gender Identity	1	0	0	0	1
Color	0	0	0	0	0
Religion	0	0	0	0	0
Age	11	0	0	0	11
Familial Status	0	0	4	0	4
Retaliation	15	0	0	0	15
<b>TOTAL</b>	<b>109</b>	<b>12</b>	<b>45</b>	<b>0</b>	<b>166</b>

## Complaints Closed

	Employment	Public Accommodations	Housing	Hate	Total
Race	42	7	20	0	69
Sex	28	1	7	0	36
Disability	11	3	20	0	34
National Origin	2	0	3	0	5
Sexual Orientation	9	0	2	0	11
Gender Identity	1	0	0	0	1
Color	0	0	0	0	0
Religion	2	0	0	0	2
Age	10	0	0	0	10
Familial Status	0	0	10	0	10
Retaliation	10	0	1	0	11
<b>TOTAL</b>	<b>115</b>	<b>11</b>	<b>63</b>	<b>0</b>	<b>189</b>

# Complaint Data

## Result Data

	Employment	Public Accommodations	Housing	Hate	Total
No Probable Cause	59	6	27	0	<u>92</u>
Probable Cause	5	1	2	0	<u>8</u>
Settlements	7	2	23	0	<u>32</u>
Administrative	15	3	3	0	<u>21</u>
Judicial Dismissals	0	0	0	0	<u>0</u>
Withdrawals	8	0	0	0	<u>0</u>
Probable Cause referred to JCAC	5	1	2	0	<u>8</u>
Probable Cause litigated by JCAC	2	0	2	0	<u>4</u>
<b>TOTAL</b>	<b>101</b>	<b>13</b>	<b>63</b>	<b>0</b>	<b><u>177</u></b>

\*\* Some complaints allege more than one basis of discrimination. Therefore, the total number of complaints filed does not equal the total number of bases for complaints filed.

# Conciliations

July 1, 2015 through June 30, 2016

## Employment

### ***Helen Neal v. Fairfield Inn & Suites***

Basis: Race and National Origin  
Adverse Action: Harassment, Intimidation and Termination  
Conciliation: \$1,500.00, a letter of apology and staff training on Civil Rights laws.

## Public Accommodation

### ***Tia Jenkins v. Family Dollar***

Basis: Disability  
Adverse Action: Denial of Accommodation  
Conciliation: \$500.00 in gift cards and team members were provided EEO training

## Housing

### ***Louisville Metro Human Relations Commission v. Lea, LLC***

Basis: Familial Status  
Adverse Action: Refusal to rent after the making of a bona fide offer, discriminatory advertising  
Conciliation: Review and update policies on advertising of rental dwellings

### ***Louisville Metro Human Relations Commission v. Mark J. Bailey & Margaret DeNicola***

Basis: Familial Status  
Adverse Action: Discriminatory advertising  
Conciliation: Provide an Equal Housing Opportunity statement and/or symbol in all dwelling print advertisements

### ***Beth Wardle v. Samuel Stockard***

Basis: Race  
Adverse Action: Denied housing based on association with someone who is African American  
Conciliation: \$3,500.00

### ***Brittany Sanderlin v. Barrington Place Apartments***

Basis: Familial Status  
Adverse Action: Terms, conditions of rental occupancy  
Conciliation: \$4,000.00

### ***Lexington Fair Housing Council v. Barrington Place Apartments***

Basis: Familial Status  
Adverse Action: Terms, conditions of rental occupancy  
Conciliation: \$4,000.00



# Conciliations

July 1, 2015 through June 30, 2016

## Housing (Cont'd)

### ***Louisville Metro Human Relations Commission v. Oxmoor CRA-B1, LLC***

Basis: Familial Status  
Adverse Action: Discriminatory refusal to rent  
Conciliation: Provide an Equal Housing statement/symbol on dwelling print advertisements

### ***Louisville Metro Human Relations Commission v. Prospect Park CRA-B1, LLC & Jupiter Communities, LLC***

Basis: Familial Status  
Adverse Action: Discriminatory terms, conditions, privileges, or services and facilities  
Conciliation: Provide an Equal Housing statement/symbol on dwelling print advertisements

### ***Trishondra Jackson v. APEX, PM, Inc.***

Basis: Disability  
Adverse Action: Failure to make a reasonable accommodation  
Conciliation: \$965.77

# Conciliations

July 1, 2016 through June 30, 2017

## Public Accommodation

### ***Carolyn Miller and James Miller v. Cracker Barrel Old Country Store, Inc.***

Basis: Race/Race Association  
Adverse Action: Denial of Services  
Conciliation: 10 free meals with no cost limit

## Housing

### ***Louisville Metro Human Relations Commission v. Shamrock Creek, LLC & Alice A. Boden Estate***

Basis: Familial Status  
Adverse Action: Refusal to Rent  
Conciliation: Review HUD memorandum "Fair Housing Enforcement Policy: Occupancy Standards"

### ***Louisville Metro Human Relations Commission v. Hurstbourne Multifamily Partners, LLC***

Basis: Familial Status  
Adverse Action: Discriminatory to rent, discriminatory terms and conditions, privileges, or services and facilities, other discriminatory acts  
Conciliation: Provide Equal Housing Opportunity statement and/or symbol to print advertising

### ***Louisville Metro Human Relations Commission v. Bluestone Properties & TPE, LLC***

Basis: Familial Status  
Adverse Action: Discriminatory terms, conditions, privileges, or services and facilities, other discriminatory acts  
Conciliation: Review HUD "Fair Housing Enforcement Policy: Occupancy Standards"

### ***Louisville Metro Human Relations Commission v. TJG Investments, LLC***

Basis: Familial Status  
Adverse Action: Advertise in a discriminatory way  
Conciliation: Cease advertising rental dwellings as "Single preferred but will consider married couple"

### ***Louisville Metro Human Relations Commission v. West Nashville Condominiums, LLC***

Basis: Familial Status  
Adverse Action: Refusal to rent  
Conciliation: Provide Equal Housing Opportunity statement and/or symbol to printed advertisements

# Conciliations

July 1, 2016 through June 30, 2017

## Housing (Cont'd)

### ***Beverly Sheahan v. Mulloy Properties LLC & Hurstbourne Ridge Condominium Association***

Basis: Disability  
Adverse Action: Non-compliance with design and construction requirements (disability)  
Conciliation: Pay half the cost of the installation of a curb cut/ramp

### ***Sammie Fairchild v. Housing Partnership, Inc.***

Basis: Disability  
Adverse Action: Terms and conditions, privileges or services and facilities  
Conciliation: Designate a parking space and install scanner with fob

### ***Louisville Metro Human Relations Commission v. Pinnacle Properties Development Group, LLC***

Basis: Familial Status  
Adverse Action: Discriminatory terms, conditions, privileges, or services and facilities; other discriminatory acts  
Conciliation: Review HUD Fair Housing Enforcement Policy: "Occupancy Standards and Guidance"

### ***Jeffrey Hall v. Wildwood Condominiums, Inc.***

Basis: Retaliation and Disability  
Adverse Action: Harassment  
Conciliation: Waive fee and review HUD rule

### ***Darell Ditto v. CMB Real Estate Investments, LLC***

Basis: Disability  
Adverse Action: denied reasonable accommodation  
Conciliation: Assist with moving from current unit to first floor unit and waive fees

### ***Devon McCallie v. Heart of America Property Management, Inc.***

Basis: Race  
Adverse Action: Terms and Services  
Conciliation: Release from current lease, provide positive rental referrals

### ***Fair Housing Advocates, Inc. v. C.F.L.P. 1 LLC dba Arcadia Apartments, John M. Clark***

Basis: Disability  
Adverse Action: Failure to make reasonable accommodation  
Conciliation: \$900.00

# Conciliations

July 1, 2016 through June 30, 2017

## Housing (Cont'd)

### ***Fair Housing Advocates, Inc. v. Garden Gate Apartments***

Basis: Disability  
Adverse Action: Failure to make reasonable accommodations  
Conciliation: \$1,250.00

### ***Louisville Metro Human Relations Commission v. Mayflower Apartments***

Basis: Disability  
Adverse Action: Discriminatory terms, conditions, privileges, or services and facilities  
Conciliation: Review HUD publications with leasing staff

### ***Louisville Metro Human Relations Commission v. Four Seasons Apartments, Properties Four, Inc.***

Basis: Familial Status  
Adverse Action: Discriminatory refusal to rent, discriminatory terms, conditions, privileges or services and facilities  
Conciliation: Modify policies

### ***Fair Housing Advocates, Inc. v. Woodbridge Apartments***

Basis: Disability  
Adverse Action: Failure to make reasonable accommodations  
Conciliation: Compensate \$250.00 and attend Fair Housing training

### ***Claudette Helvey v. Mulloy Properties & Atrium at Stonybrook 1B***

Basis: Disability  
Adverse Action: Discriminatory financing (includes real estate transaction), discriminatory terms, conditions, privileges or services and facilities  
Conciliation: Return dumpster to its former location

### ***Rushad Buchanan v. New Directions Housing Corporation***

Basis: Disability  
Adverse Action: Discriminatory terms, conditions, privileges, or services and facilities  
Conciliation: Postpone the termination of the lease

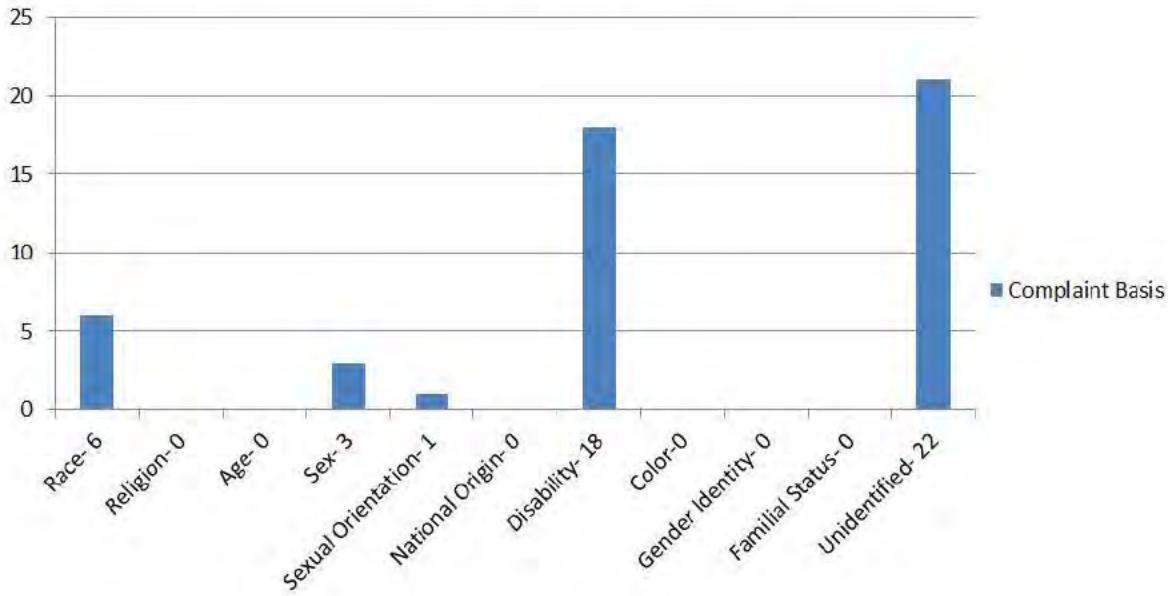
### ***Louisville Metro Human Relations Commission v. Jhanna Waddell***

Basis: Familial Status  
Adverse Action: Advertise in a discriminatory way  
Conciliation: Complete Fair Housing Training on the subject of advertising abilities"

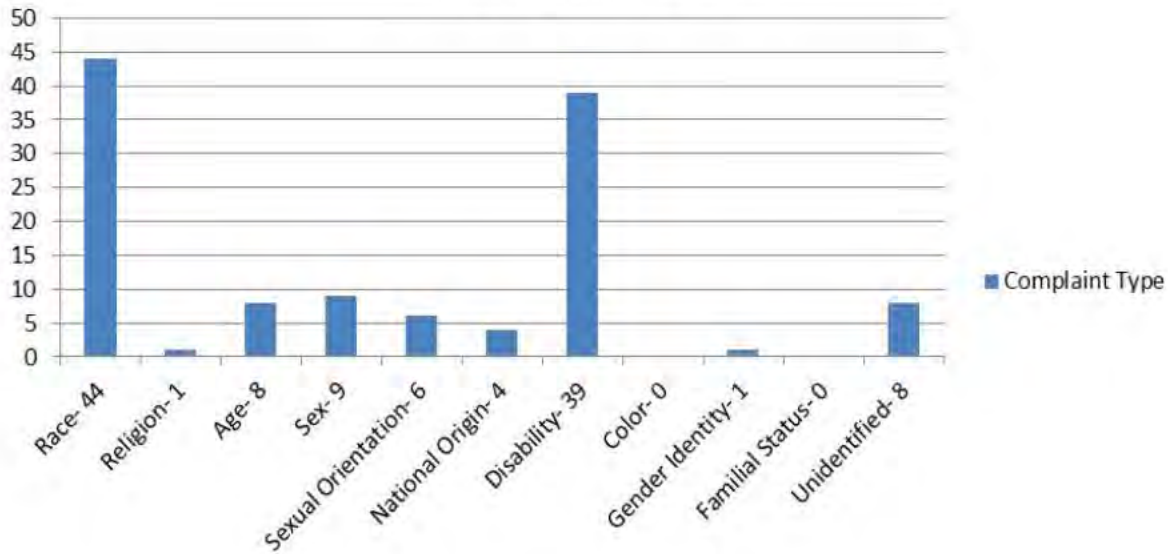
# Inquiries

FY 2015-2016

## Complaint Basis



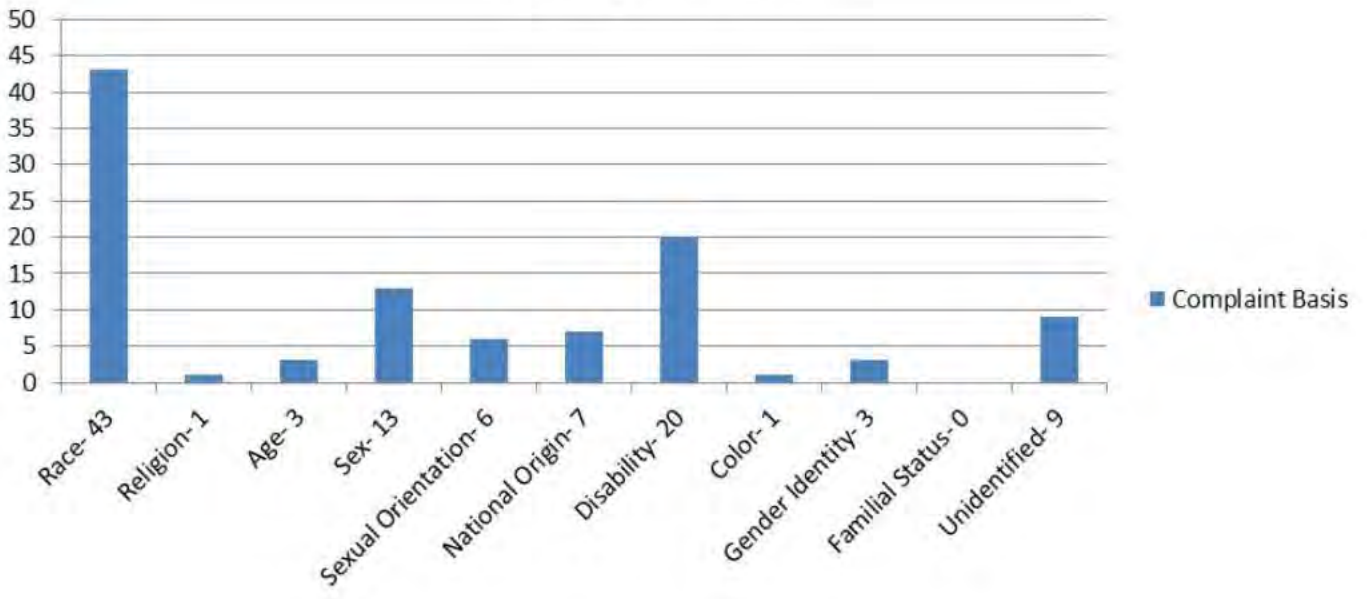
## Complaint Type



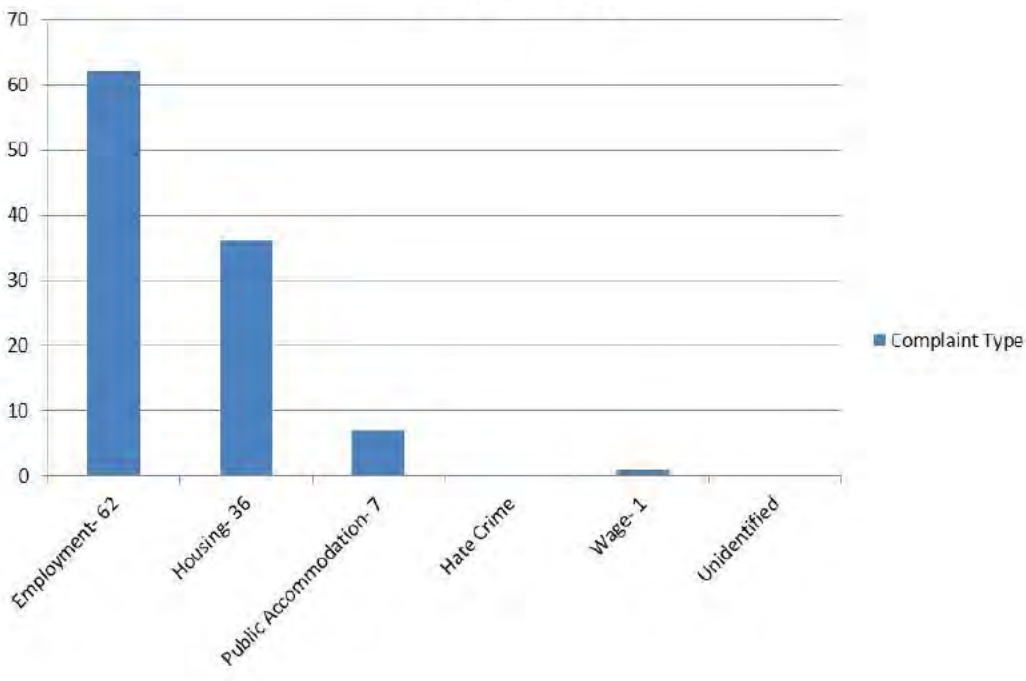
# Intakes

FY 2015-2016

## Complaint Basis



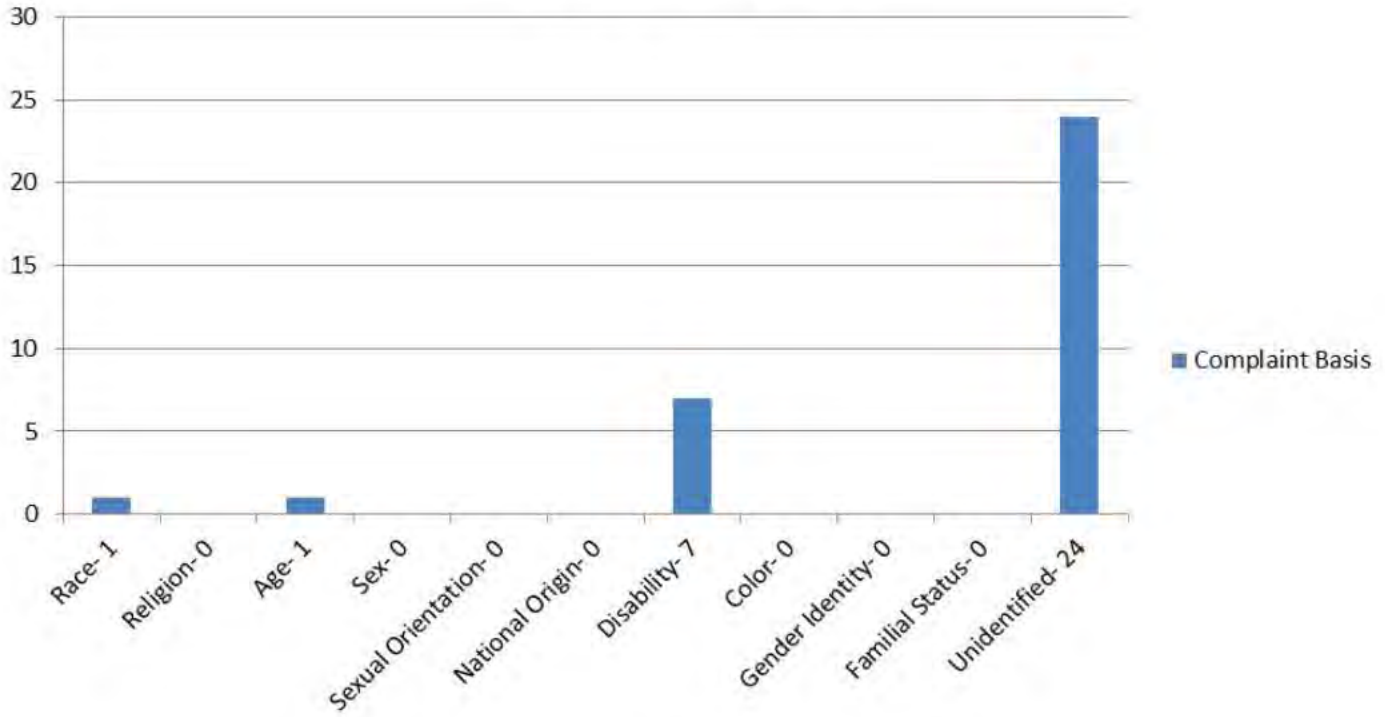
## Complaint Type



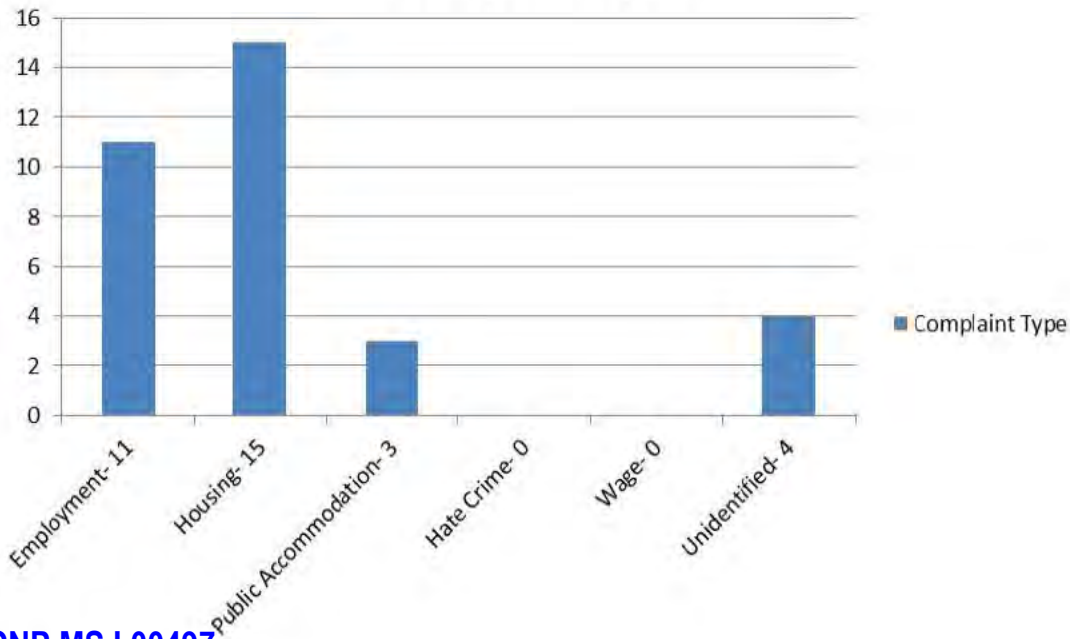
# Inquiries

FY 2016-2017

## Complaint Basis



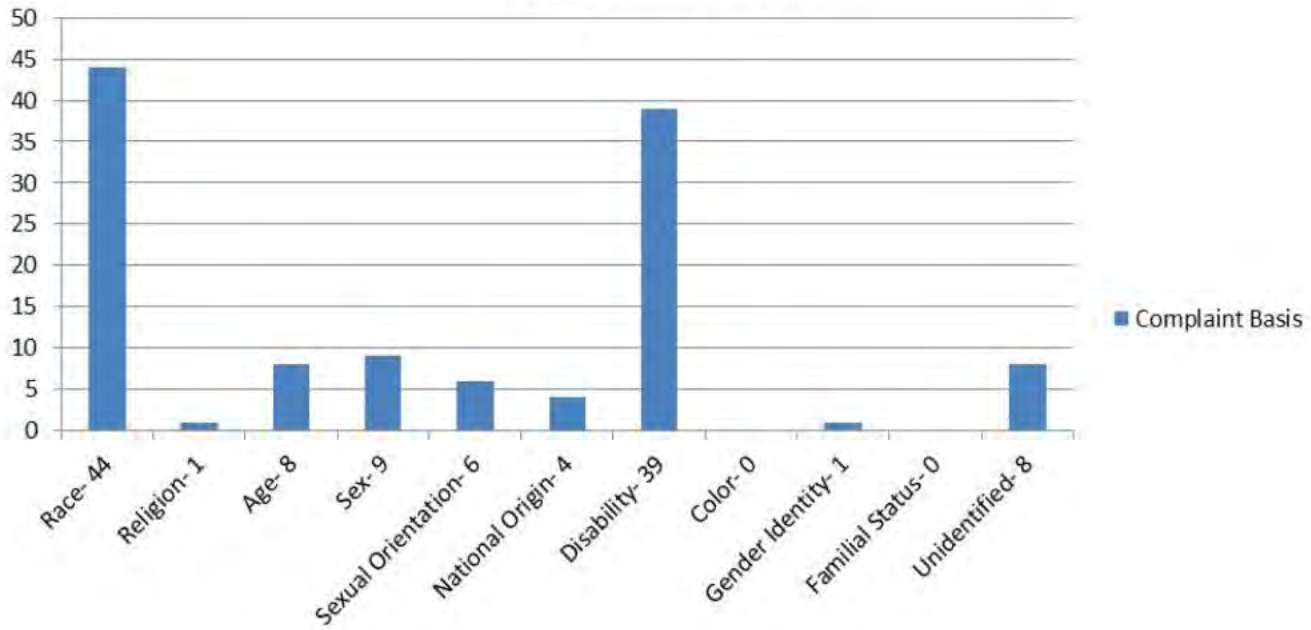
## Complaint Type



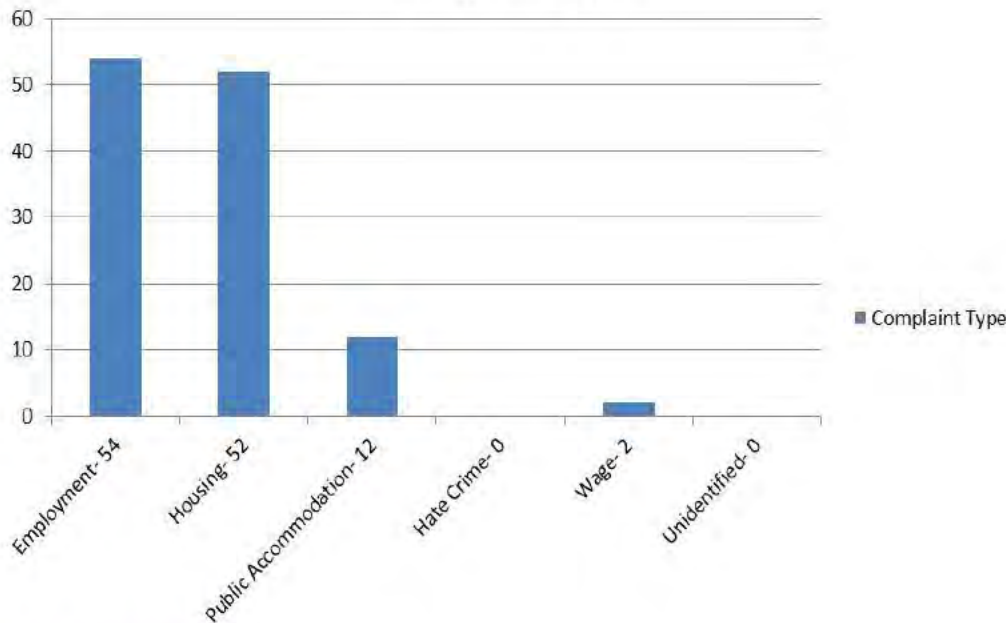
# Intakes

FY 2016-2017

## Complaint Basis



## Complaint Type





# EXHIBIT 10

**LOUISVILLE METRO HUMAN RELATIONS COMMISSION**

***ADVOCACY BOARD MEETING***

**OFFICIAL CALL AND AGENDA**

**Tuesday, June 9, 2020**

**9:00 A.M.**

- **ROLL CALL**
- **MINUTES**
  - ◇ **March 2020**
- **EXECUTIVE DIRECTOR'S REPORT**
- **COMMITTEE REPORTS**
- **PROTEST/POLICE TACTICS STATEMENT**
- **POLICE CHIEF'S STATEMENT &  
CITIZENS REVIEW WORK GROUP**
- **OLD BUSINESS**
- **NEW BUSINESS**
- **ADJOURNMENT**

**MISSION**

of the Louisville Metro Human Relations Commission is to promote unity, understanding and equal opportunity among all people of Metro Louisville and to eliminate all forms of bigotry, bias and hatred from the community.

**LOUISVILLE METRO HUMAN RELATIONS COMMISSION**

**ADVOCAC MEETING MINUTES**

**March 2, 2020**

The advocacy board meeting of the Louisville Metro Human Relations Commission was held Monday, March 2, 2020, at 9:00 a.m. at the Louisville Metro Human Relations Commission.

**CALL TO ORDER**

Commissioner Chair Reginald Lass called the meeting to order at 9:00 a.m.

**ROLL CALL**

**PRESENT:** Commissioners David Ilgood (*phone*), Reginald Lass (*phone*), Angelica Matos (*phone*), and Iyiragira, Endolyn Earce (*phone*), Heather Williams (*phone*), and Ann Wilson.

**ABSENT:** Commissioners Victor Ddie (*excused*), Olivia Leit, and R. Thuratterson (*excused*).

**MINUTES**

Commissioner David Ilgood moved to accept the February minutes as presented, Commissioner Ann Wilson seconded. Motion passed with none opposed or abstained.

**EXECUTIVE DIRECTOR'S REPORT – Kendall Boyd**

- Chief of Equity Kellie Watson Chief Kellie Watson has been nominated as a woman of the year in the Today's Woman magazine. You can vote for her at [.todayswoman.com](https://www.todayswoman.com). Voting is open until March 31<sup>st</sup>. You can vote once each day up through the date the polls are closed, March 31<sup>st</sup>. She is listed in the Political category.
- Chelsey Nelson Photography LLC, and Chelsey Nelson Lawsuit The Department of Justice is weighing in on the lawsuit and has filed a statement of interest in federal court. Kendall communicated that he does not know the Department of Justice's interest at this time. He noted that he has given some affidavits on behalf of the Commission to the County Attorney who is representing us. He also communicated that if the board has a specific question, they can contact the County Attorney's office.
- Scooter's Triple B's Facebook Posting of "No Transgender Restroom" Kendall communicated the posting was on the bar's Facebook page several weeks ago which indicated that they do not offer transgender restrooms. Kendall noted that he talked with the Enforcement Chair and a formal complaint was signed against the bar. The owners of the bar has thirty days to respond. Kendall said that he has not heard anything, however, they did take down the transgender Facebook posting.
- Louisville Metro Human Resources New Director Mrs. Arnestine Booth Henry has been appointed as the Director of Human Resources, she has worked in HR since 2015. So that Mrs. Booth Henry is in the director's role, Ms. Watson will have more time to focus on the energy project and bias training.
- Staffing We will have two administrative assistant/nta officers start this week, one today and the other tomorrow.
- HUD Fair Housing Training Fern Oatley has completed HUD training and is now certified.
- Jewish Federation of Louisville Trip to Israel There were constructive conversations and events during the trip which we will continue to build upon.

# EXHIBIT 14

Human Relations Commission

Intake Report

January 2020

<b>Inquiries</b>	4
<b>Complaints Drafted</b>	2
<b>Complaints Signed</b>	3
<b>EEOC Referrals</b>	0

**Type (signed Complaints)**

Employment	1
Public Accommodation	0
Housing	2
Hate Crime	0

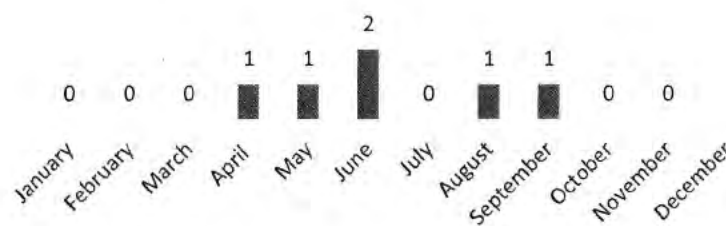
**Basis (Signed Complaints)**

Age	0
Famillial Status	0
Race	1
Disability	1
National Origin	1
Sexual Orientation	0
Sex	0
Retaliation	0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*

**Disability Portal Complaints**



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**JAN 2020**

Complaints Filed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	3	1			4
Sex	2				2
Disability	1	1	5		7
National Origin	2				2
Sexual Orientation					
Gender Identity					
Color	1				1
Religion	1				1
Age	1				1
Familial Status			1		1
Retaliation	4				4
<b>TOTAL</b>	<b>15</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>23</b>

Complaints Closed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	1				1
Sex	1				1
Disability			3		3
National Origin					
Sexual Orientation					
Gender Identity					
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b>TOTAL</b>	<b>2</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>7</b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>	<u>Targeted Equitable Relief (TER)</u>
No Probable Cause	2		3			
Probable Cause						
Settlements			1			1
Administrative						
Withdrawals						
Hearings						
Litigation						
<b>TOTAL</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>6</b>	<b>1</b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**JAN 2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	9	1	1		11
Sex	6	1	2		9
Disability	6	1	13		20
National Origin	3	1			4
Sexual Orientation					
Gender Identity					
Color	2				2
Religion	1				1
Age	3				3
Familial Status			4		4
Retaliation	6				6
Equal Pay					
<b>TOTAL</b>	<b>36</b>	<b>4</b>	<b>20</b>	<b>0</b>	<b>60</b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**JAN 2020**

Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race		1	2		2
Sex					
Disability			3		3
National Origin					
Sexual Orientation					
Gender Identity					
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>5</b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>

Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Jul-19		1	1		2
Aug-19			4		4
Oct-19	4		3		7
Nov-19	9	1	1		11
Dec-19			4		4
Jan-20	5	2	6		13
<b>TOTAL</b>	<b>18</b>	<b>4</b>	<b>19</b>		<b>41</b>



**Human Relations Commission**

**Intake Report**

**February 2020**

<b>Inquiries Not taken</b>	<b>11</b>
<b>Complaints Drafted</b>	<b>9</b>
<b>Complaints Signed</b>	<b>4</b>
<b>EEOC Referrals</b>	<b>0</b>

**Type (signed Complaints)**

Employment	0
Public Accommodation	3
Housing	1
Hate Crime	0

**Basis (Signed Complaints)**

Age	0
Famillial Status	0
Race	1
Disability	1
National Origin	0
Sexual Orientation	0
Gender Identity	2
Religion	0
Color	0
Sex	0
Retaliation	0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*

**Disability Portal Complaints**



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Feb - 2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientator</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	7	1	1		9
Sex	6	1	1		8
Disability	5	1	12		18
National Origin	3	1			4
Sexual Orientation					0
Gender Identity					0
Color	2				2
Religion	1				1
Age	3				3
Familial Status			3		3
Retaliation	5				5
Equal Pay					0
<b>TOTAL</b>	<b>32</b>	<b>4</b>	<b>17</b>	<b>0</b>	<b>53</b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Feb - 2020**

Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race			2		2
Sex					
Disability		1	3		4
National Origin					
Sexual Orientation					
Gender Identity					
<b>TOTAL</b>	<b>0</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>6</b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			3		3
Retaliation					
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>3</b>

Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Jul-19		1	1		2
Aug-19			1		1
Oct-19	3		3		6
Nov-19	8	1	1		10
Dec-19			2		2
Jan-20	5	2	6		13
Feb-20		3	2		5
<b>TOTAL</b>	<b>16</b>	<b>7</b>	<b>16</b>		<b>39</b>

Human Relations Commission

Intake Report

July 2020

**Inquiries Not taken** 9  
**EEOC Referrals** 0  
**Total Complaints Drafted** 13

**Complaints Signed** 12

**Type (signed Complaints)**

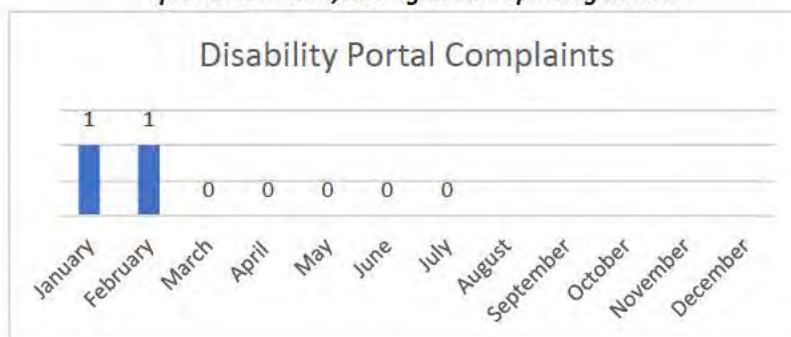
Employment 0  
 Public Accommodation 0  
 Housing 13  
 Hate Crime 0

**Basis (Signed Complaints)**

Age 0  
 Familial Status 6  
 Race 1  
 Disability 5  
 National Origin 0  
 Sexual Orientation 0  
 Gender Identity 0  
 Religion 0  
 Color 1  
 Sex 0  
 Retaliation 0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Jul-2020**

Complaints Filed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	4		1		5
Sex	1				1
Disability	4		8		12
National Origin			1		1
Sexual Orientation					
Gender Identity					
Color			2		2
Religion					
Age					
Familial Status			6		6
Retaliation	4				4
<b><u>TOTAL</u></b>	<b><u>13</u></b>	<b><u>0</u></b>	<b><u>18</u></b>	<b><u>0</u></b>	<b><u>31</u></b>

Complaints Closed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	1				1
Sex	3				3
Disability	1		1		2
National Origin	1				1
Sexual Orientation					
Gender Identity		1			1
Color					
Religion					
Age					
Familial Status			1		1
Retaliation	1				1
<b><u>TOTAL</u></b>	<b><u>7</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>0</u></b>	<b><u>10</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>	<u>Targeted Equitable Relief (TER)</u>
No Probable Cause	4	1			5	
Probable Cause						
Settlements			2		2	2
Administrative						
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>	<b><u>4</u></b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>0</u></b>	<b><u>7</u></b>	

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Jul-2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b>TOTAL</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b>TOTAL</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	7	1	2		10
Sex	2		1		3
Disability	8	1	17		26
National Origin	2		1		3
Sexual Orientation	1				1
Gender Identity	0	1			1
Color	0		2		2
Religion	1				1
Age	2				2
Familial Status	0		7		7
Retaliation	9				9
Equal Pay	0				0
<b>TOTAL</b>	<b><u>32</u></b>	<b><u>3</u></b>	<b><u>30</u></b>	<b><u>0</u></b>	<b><u>65</u></b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Jul-2020**

Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race			2		2
Sex					
Disability		1	1		2
National Origin					
Sexual Orientation					
Gender Identity					
<b><u>TOTAL</u></b>	<b><u>0</u></b>	<b><u>1</u></b>	<b><u>3</u></b>	<b><u>0</u></b>	<b><u>4</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>2</u></b>	<b><u>0</u></b>	<b><u>2</u></b>

Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Nov-19	1				1
Jan-20	2	2			4
Feb-20		1			1
Mar-20	4		1		5
Apr-20	2				2
May-20	2		4		6
Jun-20			7		7
Jul-20	9		15		24
<b><u>TOTAL</u></b>	<b><u>20</u></b>	<b><u>3</u></b>	<b><u>27</u></b>		<b><u>50</u></b>

1 COVID-19 case for the month of May based on sex

Human Relations Commission

Intake Report

August 2020

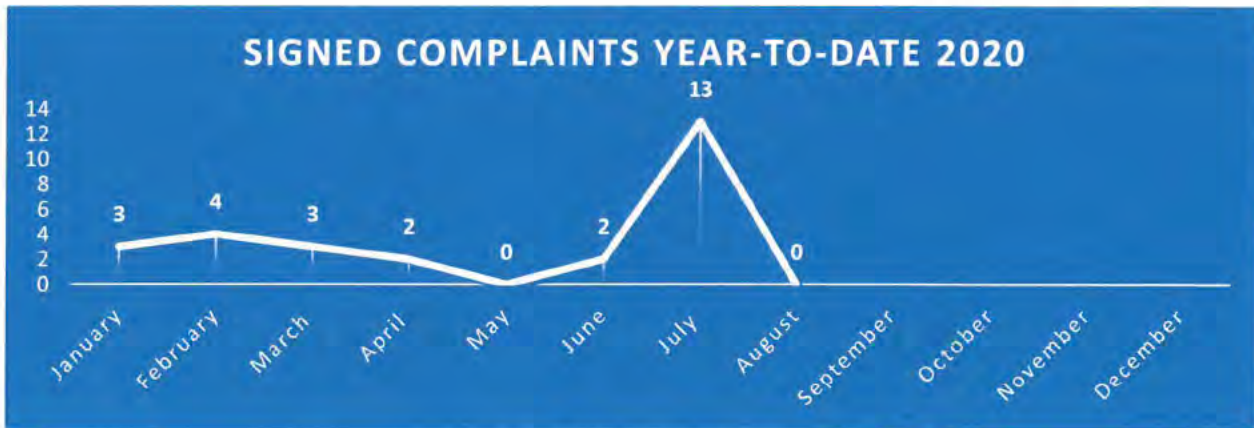
Inquiries Not taken	5
EEOC Referrals	0
Total Complaints Drafted	2
Complaints Signed	0

**Type (signed Complaints)**

Employment	0
Public Accommodation	0
Housing	0
Hate Crime	0

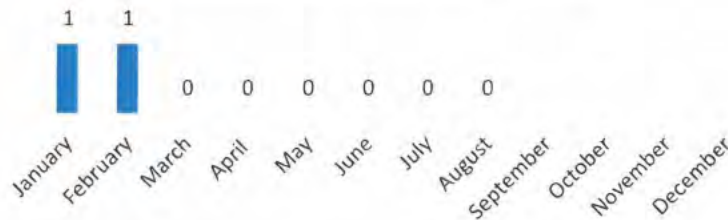
**Basis (Signed Complaints)**

Age	0
Familial Status	0
Race	0
Disability	0
National Origin	0
Sexual Orientation	0
Gender Identity	0
Religion	0
Color	0
Sex	0
Retaliation	0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*

Disability Portal Complaints





Human Relations Commission

Intake Report

September 2020

<b>Inquiries Not taken</b>	1
<b>EEOC Referrals</b>	0
<b>Total Complaints Drafted</b>	5
<b>Complaints Signed</b>	3

**Type (signed Complaints)**

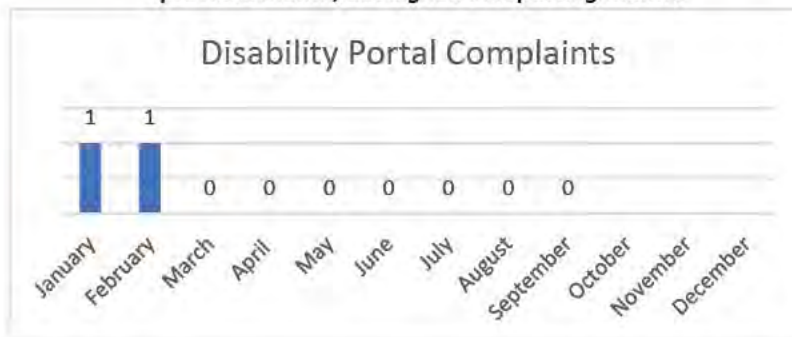
Employment	0
Public Accommodation	0
Housing	3
Hate Crime	0

**Basis (Signed Complaints)**

Age	0
Famillial Status	1
Race	0
Disability	2
National Origin	0
Sexual Orientation	0
Gender Identity	0
Religion	0
Color	0
Sex	0
Retaliation	0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Aug-2020**

Complaints Filed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race					
Sex					
Disability			1		1
National Origin					
Sexual Orientation					
Gender Identity					
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>			<b><u>3</u></b>		<b><u>3</u></b>

Complaints Closed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	4	1	1		6
Sex					
Disability	3				3
National Origin	3				3
Sexual Orientation	1				1
Gender Identity		1			1
Color					
Religion	1				1
Age	2				2
Familial Status					
Retaliation	5				5
<b><u>TOTAL</u></b>	<b><u>19</u></b>	<b><u>2</u></b>	<b><u>1</u></b>		<b><u>22</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>	<u>Targeted Equitable Relief (TER)</u>
No Probable Cause	9		1		9	
Probable Cause						
Settlements		1			1	1
Administrative Withdrawals		1			1	
Hearings						
Litigation						
<b><u>TOTAL</u></b>	<b><u>9</u></b>	<b><u>2</u></b>	<b><u>1</u></b>		<b><u>12</u></b>	<b><u>1</u></b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Aug-2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>						

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b><u>TOTAL</u></b>					

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	6		1		7
Sex	1		1		2
Disability	5	1	16		22
National Origin			1		1
Sexual Orientation	1				1
Gender Identity					0
Color			2		2
Religion					0
Age					0
Familial Status			7		7
Retaliation	5				5
Equal Pay					0
<b><u>TOTAL</u></b>	<b><u>18</u></b>	<b><u>1</u></b>	<b><u>28</u></b>	<b><u>0</u></b>	<b><u>47</u></b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Aug-2020**

Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race			2		2
Sex					
Disability		1	4		5
National Origin					
Sexual Orientation					
Gender Identity					
<b><u>TOTAL</u></b>		<b><u>1</u></b>	<b><u>6</u></b>		<b><u>7</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>			<b><u>2</u></b>		<b><u>2</u></b>

Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Jan-20	1	1	0		2
Mar-20	1	0	1		2
May-20	1	0	2		3
Jun-20	0	0	7		7
Jul-20	10	0	15		25
Aug-20	0	0	3		3
<b><u>TOTAL</u></b>	<b><u>13</u></b>	<b><u>1</u></b>	<b><u>28</u></b>		<b><u>42</u></b>

Louis ille Metro Human Relations Commission  
Compliance Acti ity Report

**Sep-2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>						

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b><u>TOTAL</u></b>					

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	6		1		7
Sex	1		1		2
Disability	4	1	16		21
National Origin			1		1
Sexual Orientation	1				1
Gender Identity					0
Color					0
Religion					0
Age					0
Familial Status			10		10
Retaliation	3		1		4
Equal Pay					0
<b><u>TOTAL</u></b>	<b><u>15</u></b>	<b><u>1</u></b>	<b><u>30</u></b>	<b><u>0</u></b>	<b><u>46</u></b>

Louis i lle Metro Human Relations Commission  
Compliance Acti i ty Report

## Sep-2020

### Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race			2		2
Sex					
Disability		1	4		5
National Origin					
Sexual Orientation					
Gender Identity					
<b><u>TOTAL</u></b>		<b><u>1</u></b>	<b><u>6</u></b>		<b><u>7</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>			<b><u>2</u></b>		<b><u>2</u></b>

### Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Jan-20	1	1	0		2
Mar-20	1	0	1		2
May-20	1	0	1		2
Jun-20	0	0	6		6
Jul-20		0	13		21
Aug-20	0	0	3		3
Sep-20	1	0	4		5
<b><u>TOTAL</u></b>	<b><u>12</u></b>	<b><u>1</u></b>	<b><u>28</u></b>		<b><u>41</u></b>

Human Relations Commission

Intake Report

October 2020

**Inquiries Not taken** 1  
**EEOC Referrals** 0  
**Total Complaints Drafted** 4

**Complaints Signed** 1

**Type (signed Complaints)**

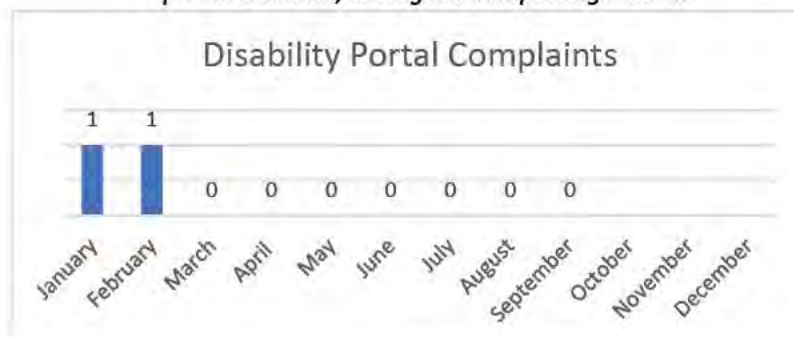
Employment 0  
 Public Accommodation 0  
 Housing 1  
 Hate Crime 0

**Basis (Signed Complaints)**

Age 0  
 Familial Status 0  
 Race 0  
 Disability 1  
 National Origin 0  
 Sexual Orientation 0  
 Gender Identity 0  
 Religion 0  
 Color 0  
 Sex 0  
 Retaliation 0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Oct 2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>						

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b><u>TOTAL</u></b>					

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	2		1		3
Sex	1		1		2
Disability	3	1	8		12
National Origin					0
Sexual Orientation	1				1
Gender Identity					0
Color					0
Religion					0
Age					0
Familial Status			7		7
Retaliation	1		1		2
Equal Pay					0
<b><u>TOTAL</u></b>	<b><u>8</u></b>	<b><u>1</u></b>	<b><u>18</u></b>	<b><u>0</u></b>	<b><u>27</u></b>



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Oct 2020**

Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race			2		2
Sex					
Disability			4		4
National Origin					
Sexual Orientation					
Gender Identity					
<b><u>TOTAL</u></b>			<b><u>6</u></b>		<b><u>6</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>			<b><u>2</u></b>		<b><u>2</u></b>

Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Jan-20	1	1	0		2
Mar-20	1	0	0		1
May-20	1	0	0		1
Jul-20	3	0	8		11
Aug-20	0	0	3		3
Sep-20	1	0	4		5
Oct-20	0	0	1		1
<b><u>TOTAL</u></b>	<b><u>7</u></b>	<b><u>1</u></b>	<b><u>16</u></b>		<b><u>24</u></b>

**1 COVID-19 Case Pending**

Human Relations Commission

Intake Report

November 2020

**Inquiries Not taken** 6  
**EEOC Referrals** 0  
**Total Complaints Drafted** 4

**Complaints Signed** 3

**Type (signed Complaints)**

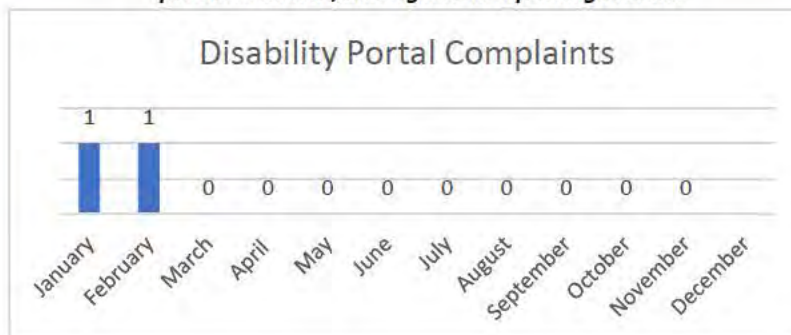
Employment 0  
 Public Accommodation 0  
 Housing 2  
 Hate Crime 1

**Basis (Signed Complaints)**

Age 0  
 Familial Status 0  
 Race 1  
 Disability 2  
 National Origin 0  
 Sexual Orientation 0  
 Gender Identity 0  
 Religion 0  
 Color 0  
 Sex 0  
 Retaliation 0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Nov 2020**

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>						

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b><u>TOTAL</u></b>					

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	2		1	1	4
Sex	1		1		2
Disability	3	1	8		12
National Origin					0
Sexual Orientation	1				1
Gender Identity					0
Color					0
Religion					0
Age					0
Familial Status			3		3
Retaliation	1		1		2
Equal Pay					0
<b><u>TOTAL</u></b>	<b><u>8</u></b>	<b><u>1</u></b>	<b><u>14</u></b>	<b><u>1</u></b>	<b><u>24</u></b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

**Nov 2020**

Complaints Pending Hearings or Litigations

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race			2		2
Sex					
Disability			4		4
National Origin					
Sexual Orientation					
Gender Identity					
<b><u>TOTAL</u></b>			<b><u>6</u></b>		<b><u>6</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>			<b><u>2</u></b>		<b><u>2</u></b>

Complaints Pending by Year

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Jan-20	1	1	0		2
Mar-20	1	0	0		1
May-20	1	0	0		1
Jul-20	3	0	3		6
Aug-20	0	0	2		2
Sep-20	1	0	4		5
Oct-20	0	0	1		1
Nov-20	0	0	2	1	3
<b><u>TOTAL</u></b>	<b><u>7</u></b>	<b><u>1</u></b>	<b><u>12</u></b>	<b><u>1</u></b>	<b><u>21</u></b>

**1 COVID-19 Case Pending**

# EXHIBIT 15

Human Relations Commission

Intake Report

December 2020

**Inquiries Not taken** 2  
**EEOC Referrals** 2  
**Total Complaints Drafted** 4

**Complaints Signed** 1

**Type (signed Complaints)**

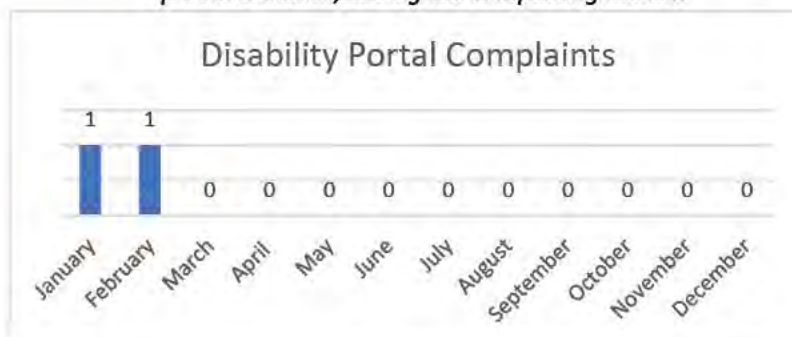
Employment 0  
 Public Accommodation 0  
 Housing 1  
 Hate Crime 0

**Basis (Signed Complaints)**

Age 0  
 Familial Status 0  
 Race 1  
 Disability 0  
 National Origin 0  
 Sexual Orientation 0  
 Gender Identity 0  
 Religion 0  
 Color 0  
 Sex 0  
 Retaliation 0



*Signed complaints include all complaints signed within the reporting month. Totals may contain complaints drafted in a previous month, but signed in reporting month.*



**Louisville Metro Human Relations Commission  
Compliance Activity Report**

Dec - 2020

Complaints Filed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	1		1		2
Sex					
Disability			3		3
National Origin			1		1
Sexual Orientation					
Gender Identity					
Color					
Religion					
Age	1				1
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>	<b><u>2</u></b>		<b><u>7</u></b>		<b><u>9</u></b>

Complaints Closed

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	1				1
Sex	1				1
Disability	1	1	2		4
National Origin					
Sexual Orientation	1				1
Gender Identity	1				1
Color					
Religion					
Age					
Familial Status			2		2
Retaliation					
<b><u>TOTAL</u></b>	<b><u>5</u></b>	<b><u>1</u></b>	<b><u>4</u></b>		<b><u>10</u></b>

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>	<u>Targeted Equitable Relief (TER)</u>
No Probable Cause	3	1			4	
Probable Cause						
Settlements	1		3		4	3
Administrative			1		1	
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>	<b><u>4</u></b>	<b><u>1</u></b>	<b><u>4</u></b>		<b><u>9</u></b>	<b><u>3</u></b>

**Louisville Metro Human Relations Commission  
Compliance Activity Report**

Dec - 2020

Hate Crime Complaints Closed

	<u>Race</u>	<u>Sex</u>	<u>Disability</u>	<u>National Origin</u>	<u>Sexual Orientation</u>	<u>Gender Identity</u>
No Probable Cause						
Probable Cause						
Settlements						
Administrative						
Withdrawals						
Hearings						
Litigation						
<b><u>TOTAL</u></b>						

	<u>Religion</u>	<u>Retaliation</u>	<u>Age</u>	<u>Familial Status</u>	<u>Color</u>
No Probable Cause					
Probable Cause					
Settlements					
Administrative					
Withdrawals					
Hearings					
Litigation					
<b><u>TOTAL</u></b>					

Complaints Pending

	<u>Employment</u>	<u>Public Accommodation</u>	<u>Housing</u>	<u>Hate Crimes</u>	<u>Total</u>
Race	2		2	1	5
Sex	1		1		2
Disability	2	1	9		12
National Origin			1		1
Sexual Orientation					0
Gender Identity					0
Color					0
Religion					0
Age	1				1
Familial Status			2		2
Retaliation	1		1		2
Equal Pay					0
<b><u>TOTAL</u></b>	<b><u>7</u></b>	<b><u>1</u></b>	<b><u>16</u></b>	<b><u>1</u></b>	<b><u>25</u></b>