

# 22-75

---

**IN THE UNITED STATES COURT OF APPEALS  
FOR THE SECOND CIRCUIT**

---

EMILEE CARPENTER, LLC d/b/a/ Emilee Carpenter Photography and  
EMILEE CARPENTER,

*Plaintiffs-Appellants,*

v.

LETITIA JAMES, in her official capacity as Attorney General of New  
York; MARIA L. IMPERIAL, in her official capacity as Acting  
Commissioner of the New York State Division of Human Rights; and  
WEEDEN WETMORE, in his official capacity as District Attorney of  
Chemung County,

*Defendants-Appellees.*

---

On Appeal from the United States District Court for the Western  
District of New York, Case No. 6:21-cv-06303

---

**JOINT APPENDIX  
VOLUME 1 (JA1-JA290)**

---

JONATHAN A. SCRUGGS  
BRYAN D. NEIHART  
JACOB P. WARNER  
ALLIANCE DEFENDING FREEDOM  
15100 N. 90th Street  
Scottsdale, AZ 85260  
(480) 444-0020  
jscruggs@ADFlegal.org  
bneihart@ADFlegal.org

JOHN J. BURSCH  
ALLIANCE DEFENDING FREEDOM  
440 First Street NW, Ste. 600  
Washington, DC 20001  
(616) 450-4235  
jbursch@ADFlegal.org

jwarner@ADFlegal.org  
RAYMOND J. DAGUE  
DAGUE & MARTIN, P.C.  
4874 Onondaga Road  
Syracuse, NY 13215  
(315) 422-2052  
rjdague@daguelaw.com

*Counsel for Appellants*

MOHAMMAD HYDER HUSSAIN  
CHEMUNG COUNTY ATTORNEY'S OFFICE  
167 Lake Street  
Elmira, NY 14902  
(607) 737-2982  
hhussain@chemungcountyny.gov

*Counsel for Appellee Weedon Wetmore*

ALEXANDRIA TWINEM  
NEW YORK STATE OFFICE OF THE ATTORNEY GENERAL  
The Capitol  
Albany, NY 12224  
(518) 776-2015  
Alexandria.Twinem@ag.ny.gov

*Counsel for Appellees Letitia James and Maria Imperial*

## TABLE OF CONTENTS

ECF No.	Document Description	Page
<b>VOLUME 1</b>		
	Docket Report	JA1
1	Verified Complaint	JA19
1-1	Exhibit 1 to Verified Complaint	JA76
1-2	Exhibit 2 to Verified Complaint	JA78
3	Plaintiffs' Preliminary Injunction Motion	JA81
3-4	Plaintiffs' List of Witnesses and Exhibits to be Presented at Hearing on the Preliminary Injunction Motion	JA86
3-5	Declaration of Emilee Carpenter in Support of Plaintiffs' Preliminary Injunction Motion	JA89
3-6	Table of Contents: Appendix to Plaintiffs' Brief in Support of Plaintiffs' Preliminary Injunction Motion	JA142
3-7	Part 1 of Appendix to Plaintiffs' Brief in Support of Plaintiffs' Preliminary Injunction Motion	JA145
<b>VOLUME 2</b>		
3-7	Part 2 of Appendix to Plaintiffs' Brief in Support of Plaintiffs' Preliminary Injunction Motion	JA291
22	Amici Curiae Brief of States in Support of Plaintiffs' Motion for Preliminary Injunction	JA534

<b>VOLUME 3</b>		
24-1	Affidavit of Jeffrey Walker in Support of a Dismissal, or in the Alternative, Opposing Preliminary Injunction as to Chemung County District Attorney	JA561
24-2	Memorandum of Law in Support of a Dismissal, or in the Alternative, Opposing Preliminary Injunction	JA564
26-1	Declaration of Johnathan Smith in Support of Defendants' Opposition to Plaintiffs' Preliminary Injunction Motion with Exhibits A-L	JA581
<b>VOLUME 4</b>		
26-2	Declaration of Heather McKay in Support of Defendants' Opposition to Plaintiffs' Preliminary Injunction Motion with Exhibits M-O	JA769
26-3	Declaration of Jessica Clarke in Support of Defendants' Opposition to Plaintiffs' Preliminary Injunction Motion with Exhibits Q-S	JA923
27-1	Memorandum of Law in Support of State Defendant's Motion to Dismiss	JA958
50	Amicus Curiae Brief of Frederick Douglass Foundation et al.	JA991
<b>VOLUME 5</b>		
51	Amici Curiae Brief of New York Civil Liberties Union and American Civil Liberties Union in Support of Defendants' Motion to Dismiss	JA1012

52	Amici Curiae Brief of Religious and Civil-Rights Organizations in Support of Defendants' Motion to Dismiss	JA1039
55	Amici Curiae Brief of States in Support of Defendants	JA1067
59	County Defendant's Reply Memorandum in Support of a Dismissal, or in the Alternative, Opposing Preliminary Injunction as to Chemung County District Attorney with Affidavit of Weeden A. Wetmore	JA1106
68	Decision and Order	JA1115
69	Judgment	JA1161
70	Notice of Appeal	JA1162

**U.S. DISTRICT COURT**  
**U.S. District Court, Western District of New York (Rochester)**  
**CIVIL DOCKET FOR CASE #: 6:21-cv-06303-FPG**

Emilee Carpenter, LLC et al v. James et al  
Assigned to: Hon. Frank P. Geraci, Jr.  
Cause: 42:1983 Civil Rights Act

Date Filed: 04/06/2021  
Date Terminated: 12/14/2021  
Jury Demand: None  
Nature of Suit: 440 Civil Rights: Other  
Jurisdiction: Federal Question

**Plaintiff**

**Emilee Carpenter, LLC**  
*doing business as*  
Emilee Carpenter Photography

represented by **Raymond J. Dague**  
Dague & Martin, P.C.  
4874 Onondaga Road  
Syracuse, NY 13215  
315-422-2052  
Fax: 315-474-4334  
Email: Raymond@Daguelaw.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Bryan D. Neihart**  
Alliance Defending Freedom  
15100 N. 90th Street  
Scottsdale,, AZ 85260  
480-388-8007  
Fax: 480-444-0025  
Email: bneihart@adflegal.org  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Jonathan A. Scruggs**  
Alliance Defending Freedom  
15100 N. 90th Street  
Scottsdale, AZ 85260  
480-388-8007  
Fax: 480-444-0025  
Email: jscruggs@ADFlegal.org  
*ATTORNEY TO BE NOTICED*

**Plaintiff**

**JA0001**

**Emilee Carpenter**

represented by **Raymond J. Dague**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Bryan D. Neihart**  
(See above for address)  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Jonathan A. Scruggs**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

V.

**Defendant**

**Leticia James**  
*in her official capacity as Attorney*  
*General of New York*

represented by **Heather Lynn McKay**  
New York State Attorney General's  
Office  
Department of Law  
144 Exchange Boulevard  
Rochester, NY 14614  
585-327-3207  
Fax: 585-546-7514  
Email: heather.mckay@ag.ny.gov  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Richard W. Sawyer**  
New York Office of the Attorney  
General  
28 Liberty St.  
New York, NY 10005  
212-416-6182  
Email: richard.sawyer@ag.ny.gov  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Sandra Elizabeth Pullman**  
New York State Office of the Attorney  
General  
28 Liberty Street  
20th Floor  
New York, NY 10005  
212 416-8623

**JA0002**

Email: sandra.pullman@ag.ny.gov  
*ATTORNEY TO BE NOTICED*

**Defendant**

**Johnathan J. Smith**  
*in his official capacity as Interim  
Commissioner of the New York State  
Division of Human Rights*

represented by **Heather Lynn McKay**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Richard W. Sawyer**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Defendant**

**Weedon Wetmore**  
*in his official capacity as District  
Attorney of Chemung County*

represented by **Mohammad Hyder Hussain**  
Chemung County Law Department  
203 Lake Street  
#114  
Elmira, NY 14901  
716-830-3447  
Email: hussain3@gmail.com  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Amicus**

**New Yorker's Family Research  
Foundation and New Yorkers for  
Constitutional Freedoms**

represented by **Beth A. Parlato**  
Parlato Law Firm  
400 Seven Day Road  
Darien, NY 14040  
716-270-0750  
Fax: 716-270-0751  
Email: bparlato@parlatolaw.com  
*LEAD ATTORNEY  
PRO HAC VICE  
ATTORNEY TO BE NOTICED*

**Arthur G. Baumeister , Jr.**  
Baumeister Denz, LLP  
174 Franklin Street  
Suite 2  
Buffalo, NY 14202  
716-852-1300  
Fax: 716-852-1344  
Email: abaumeister@bdlegal.net  
*ATTORNEY TO BE NOTICED*

**JA0003**

Amicus

State of Nebraska, Alabama,  
Arkansas, Kansas, Kentucky,  
Louisiana, Mississippi, Missouri,  
Montana, Oklahoma, South  
Carolina, Texas, Utah, and West  
Virginia

represented by **James A. Campbell**  
Office of the Nebraska Attorney  
General  
2115 State Capitol  
Lincoln, NE 68509  
402-471-2682  
Email: jim.campbell@nebraska.gov  
*LEAD ATTORNEY*  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Thomas J. Marcelle**  
Thomas Marcelle, Attorney at Law  
2 E-Comm Sq.  
3rd Floor  
Albany, NY 12207  
518-427-1720  
Fax: 518-427-1764  
Email: tjmarcelle@yahoo.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Frederick Douglass Foundation**

represented by **Philip Joseph Vecchio**  
Philip Joseph Vecchio, P.C.  
24 Huntswood Lane  
East Greenbush, NY 12061  
518-857-2897  
Fax: 518-479-4335  
Email: pvecchio@nycap.rr.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Coalition of African American  
Pastors**

represented by **Philip Joseph Vecchio**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Conservative Clergy of Color**

represented by **Philip Joseph Vecchio**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**The Restoration Project**

represented by **Philip Joseph Vecchio**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**New York Civil Liberties Union  
Foundation**

represented by **Gabriella M Larios**  
New York Civil Liberties Union  
125 Broad Street  
19th Floor  
New York, NY 10004  
212-607-3300  
Email: glarios@nyclu.org  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Lindsey Kaley**  
American Civil Liberties Union  
Foundation  
125 Broad Street  
18th Floor  
New York, NY 10004  
212-549-2500  
Email: lkaley@aclu.org  
*LEAD ATTORNEY*  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

**Ricca Prasad**  
American Civil Liberties Union  
Foundation  
125 Broad Street  
18th Floor  
New York, NY 10004  
585-944-6123  
Email: rprasad@aclu.org  
*TERMINATED: 10/06/2021*  
*LEAD ATTORNEY*  
*PRO HAC VICE*

Amicus

**American Civil Liberties Union  
Foundation**

represented by **Gabriella M Larios**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**JA0005**

**Lindsey Kaley**

(See above for address)

*LEAD ATTORNEY*

*PRO HAC VICE*

*ATTORNEY TO BE NOTICED*

**Ricca Prasad**

(See above for address)

*TERMINATED: 10/06/2021*

*LEAD ATTORNEY*

*PRO HAC VICE*

**Amicus**

**Americans United for Separation of  
Church and State**

represented by **Fernando Santiago**  
Santiago Burger LLP  
2280 East Avenue  
Rochester, NY 14610  
585-563-7514  
Fax: 585-563-7526  
Email: fernando@litgrp.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Kenneth D. Upton , Jr.**

Americans United for Separation of  
Church and State

1310 L Street NW

Suite 200

Washington, DC 20005

202-466-3234

Fax: 202-466-3353

Email: upton@au.org

*LEAD ATTORNEY*

*PRO HAC VICE*

*ATTORNEY TO BE NOTICED*

**Richard B. Katskee**

Americans United for Separation of  
Church and State

1310 L Street NW

Suite 200

Washington, DC 20005

202-466-3234

Fax: 202-466-2587

Email: katskee@au.org

**JA0006**

*LEAD ATTORNEY  
PRO HAC VICE  
ATTORNEY TO BE NOTICED*

**Sarah R. Goetz**  
Americans United for Separation of  
Church and State  
1310 L Street NW  
Suite 200  
Washington, DC 20005  
202-466-3234  
Fax: 202-466-3353  
Email: goetz@au.org  
*LEAD ATTORNEY  
PRO HAC VICE  
ATTORNEY TO BE NOTICED*

**Amicus**

**ADL (Anti-Defamation League)**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Amicus**

**Bend the Arc: A Jewish Partnership  
for Justice**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Amicus**

**Central Conference of American  
Rabbis**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Amicus**

**Global Justice Institute,  
Metropolitan Community Churches**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**Amicus**

**Hindu American Foundation**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY  
ATTORNEY TO BE NOTICED*

**JA0007**

Amicus

**Men of Reform Judaism**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Methodist Federation for Social Action**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**National Council of Jewish Women**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**New York Conference, United Church of Christ**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Reconstructionist Rabbinical Association**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Union for Reform Judaism**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Women of Reform Judaism**

represented by **Fernando Santiago**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

**Commonwealth of Massachusetts**

represented by **Adam M. Cambier**  
Office of the Attorney General of  
Massachusetts

One Ashburton Place  
 Boston, MA 02108  
 617-963-2278  
 Fax: 617-727-5762  
 Email: adam.cambier@mass.gov  
*LEAD ATTORNEY*  
*PRO HAC VICE*  
*ATTORNEY TO BE NOTICED*

Amicus

Massachusetts, California,  
 Connecticut, Delaware, the District  
 of Columbia, Hawaii, Illinois, Maine,  
 Maryland, Michigan, Minnesota,  
 Nevada, New Jersey, New Mexico,  
 North Carolina, Oregon,  
 Pennsylvania

represented by **Adam M. Cambier**  
 (See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Amicus

Massachusetts, California,  
 Connecticut, Delaware, the District  
 of Columbia, Hawaii, Illinois, Maine,  
 Maryland, Michigan, Minnesota,  
 Nevada, New Jersey, New Mexico,  
 North Carolina, Oregon,  
 Pennsylvania

Date Filed	#	Docket Text
04/06/2021	<u>1</u>	COMPLAINT against All Defendants \$ 402 receipt number 0209-4210224, filed by Emilee Carpenter, LLC, Emilee Carpenter. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Civil Cover Sheet, # <u>4</u> Summons to Letitia James, # <u>5</u> Summons to Johnathan J. Smith, # <u>6</u> Summons to Weedon Wetmore)(Scruggs, Jonathan) (Entered: 04/06/2021)
04/06/2021	<u>2</u>	Corporate Disclosure Statement by Emilee Carpenter, Emilee Carpenter, LLC. (Scruggs, Jonathan) (Entered: 04/06/2021)
04/06/2021	<u>3</u>	MOTION for Preliminary Injunction by Emilee Carpenter, Emilee Carpenter, LLC. (Attachments: # <u>1</u> Memorandum in Support of Plaintiffs' Preliminary Injunction Motion, # <u>2</u> Filed Verified Complaint and Exhibits 1-2, # <u>3</u> Notice of Preliminary Injunction Motion, # <u>4</u> List of Witnesses and Exhibits fore Preliminary Injunction Hearing, # <u>5</u> Declaration Declaration of Emilee Carpenter in Support of Plaintiffs' Motion for Preliminary Injunction, # <u>6</u> Appendix Table of Contents to Appendix in Support of Plaintiffs' Motion for Preliminary Injunction, # <u>7</u> Appendix Appendix in Support of Plaintiffs' Motion

JA0009

		for Preliminary Injunction, # <u>8</u> Text of Proposed Order Granting Plaintiffs' Motion for Preliminary Injunction)(Scruggs, Jonathan) (Entered: 04/06/2021)
04/07/2021		Case assigned to Hon. Frank P. Geraci, Jr.. Notification to Chambers of on-line civil opening. (TF) (Entered: 04/07/2021)
04/07/2021		Notice of Availability of Magistrate Judge: A United States Magistrate of this Court is available to conduct all proceedings in this civil action in accordance with 28 U.S.C. 636c and FRCP 73. The Notice, Consent, and Reference of a Civil Action to a Magistrate Judge form (AO-85) is available for download at <a href="http://www.uscourts.gov/services-forms/forms">http://www.uscourts.gov/services-forms/forms</a> . (TF) (Entered: 04/07/2021)
04/07/2021		AUTOMATIC REFERRAL to Mediation The ADR Plan is available for download at <a href="http://www.nywd.uscourts.gov/alternative-dispute-resolution">http://www.nywd.uscourts.gov/alternative-dispute-resolution</a> .(TF) (Entered: 04/07/2021)
04/07/2021	<u>4</u>	Summons Issued as to Leticia James, Johnathan J. Smith, Weedon Wetmore. (Attachments: # <u>1</u> summons, # <u>2</u> summons)(TF) (Entered: 04/07/2021)
04/27/2021	<u>5</u>	AFFIDAVIT of Service for Summons, Complaint, Preliminary Injunction Motion and Related Documents served on Letitia James on April 23, 2021, filed by Emilee Carpenter, Emilee Carpenter, LLC. (Scruggs, Jonathan) (Entered: 04/27/2021)
04/27/2021	<u>6</u>	AFFIDAVIT of Service for Summons, Complaint, Preliminary Injunction Motion and Related Documents served on Johnathan J. Smith on April 23, 2021, filed by Emilee Carpenter, Emilee Carpenter, LLC. (Scruggs, Jonathan) (Entered: 04/27/2021)
04/27/2021	<u>7</u>	AFFIDAVIT of Service for Summons, Complaint, Preliminary Injunction Motion and Related Documents served on Weedon Wetmore on April 23, 2021, filed by Emilee Carpenter, LLC, Emilee Carpenter., SUMMONS Returned Executed by Emilee Carpenter, LLC, Emilee Carpenter. Weedon Wetmore served on 4/23/2021, answer due 5/14/2021. (Scruggs, Jonathan) (Entered: 04/27/2021)
04/27/2021		RE: <u>5</u> and <u>6</u> - SUMMONS Returned Executed by Emilee Carpenter, LLC, Emilee Carpenter. Leticia James served on 4/23/2021, answer due 5/14/2021; Johnathan J. Smith served on 4/23/2021, answer due 5/14/2021. (TF) (Entered: 04/28/2021)
04/28/2021	<u>8</u>	NOTICE of Appearance by Mohammad Hyder Hussain on behalf of Weedon Wetmore (Hussain, Mohammad) (Entered: 04/28/2021)
05/05/2021	<u>9</u>	NOTICE of Appearance by Heather Lynn McKay on behalf of Leticia James, Johnathan J. Smith (McKay, Heather) (Entered: 05/05/2021)
05/06/2021	<u>10</u>	MOTION to appear pro hac vice <i>for Bryan D. Neihart</i> ( Filing fee \$ 200 receipt number 0209-4239735.) by Emilee Carpenter, Emilee Carpenter, LLC. (Attachments: # <u>1</u> Exhibit A to Pro Hac Vice Notice, # <u>2</u> Text of Proposed Order)(Dague, Raymond) (Entered: 05/06/2021)

05/06/2021	<a href="#">11</a>	MOTION for Extension of Time to File Response/Reply as to <a href="#">1</a> Complaint, <a href="#">3</a> MOTION for Preliminary Injunction by Emilee Carpenter, Emilee Carpenter, LLC.(Scruggs, Jonathan) (Entered: 05/06/2021)
05/10/2021	<a href="#">12</a>	ORDER granting <a href="#">11</a> Motion for Extension of Time to File Response/Reply. Defendants' responsive pleading to Plaintiffs' complaint and response to Plaintiffs' preliminary injunction motion are each due on or before June 16, 2021. Plaintiffs' response to Defendants' responsive pleading (if any) and Plaintiffs' reply in support of their preliminary injunction motion are each due on or before July 7, 2021. Defendants' reply in support of their responsive pleading (if any) is due on or before July 21, 2021. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 05/10/2021. (SFR) (Entered: 05/10/2021)
05/10/2021	<a href="#">13</a>	ORDER granting <a href="#">10</a> Motion for Pro Hac Vice. Signed by Hon. Frank P. Geraci, Jr. on 5/10/2021. (TF) (Entered: 05/10/2021)
06/02/2021	<a href="#">14</a>	MOTION to appear pro hac vice ( Filing fee \$ 200 receipt number 0209-4264481.) by Beth A. Parlato. (Attachments: # <a href="#">1</a> Affidavit of Beth Parlato in Support, # <a href="#">2</a> Declaration of Beth Parlato in Support, # <a href="#">3</a> Affidavit of Sponsor Arthur Baumeister, # <a href="#">4</a> Attorney Oath, # <a href="#">5</a> Text of Proposed Order, # <a href="#">6</a> ECF Registration)(Baumeister, Arthur) (Entered: 06/02/2021)
06/03/2021		Confirmed admission to NY state bar for attorney Beth A. Parlato. (KM) (Entered: 06/03/2021)
06/04/2021	<a href="#">15</a>	MOTION for Leave to File <i>Amici Brief</i> by State of Nebraska. (Attachments: # <a href="#">1</a> Memorandum in Support, # <a href="#">2</a> Text of Proposed Order)(Marcelle, Thomas) (Entered: 06/04/2021)
06/04/2021	<a href="#">16</a>	MOTION to appear pro hac vice ( Filing fee \$ 200 receipt number 0209-4266537.) by State of Nebraska. (Attachments: # <a href="#">1</a> Affidavit Sponsor Form, # <a href="#">2</a> Affidavit PHV form, # <a href="#">3</a> Text of Proposed Order)(Marcelle, Thomas) (Entered: 06/04/2021)
06/04/2021	<a href="#">17</a>	ORDER granting <a href="#">14</a> Motion for Pro Hac Vice. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 06/04/2021. (SFR) (Entered: 06/04/2021)
06/04/2021	<a href="#">18</a>	MOTION for Leave to File <i>Amici Brief on behalf of New Yorker's Family Research Foundation and New Yorkers for Constitutional Freedoms</i> by Beth A. Parlato. (Attachments: # <a href="#">1</a> Text of Proposed Order, # <a href="#">2</a> Memorandum in Support)(Baumeister, Arthur) (Entered: 06/04/2021)
06/07/2021		E-Filing Notification regarding docket which was modified to correctly show the amicus parties. (KM) (Entered: 06/07/2021)
06/08/2021	<a href="#">19</a>	ORDER granting <a href="#">15</a> Motion for Leave to File Amici Brief. Signed by Hon. Frank P. Geraci, Jr. on 6/7/2021. (TF) (Entered: 06/08/2021)
06/08/2021	<a href="#">20</a>	ORDER granting <a href="#">18</a> Motion for Leave to File Amici Curiae Brief. Signed by Hon. Frank P. Geraci, Jr. on 6/7/2021. (TF) (Entered: 06/08/2021)
06/08/2021	<a href="#">21</a>	ORDER granting <a href="#">16</a> Motion for Pro Hac Vice by State of Nebraska. Signed by

06/10/2021	<a href="#"><u>22</u></a>	MEMORANDUM/BRIEF re <a href="#"><u>19</u></a> Order on Motion for Leave to File by State of Nebraska, Alabama, Arkansas, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Montana, Oklahoma, South Carolina, Texas, Utah, and West Virginia. (Marcelle, Thomas) (Entered: 06/10/2021)
06/10/2021	<a href="#"><u>23</u></a>	MEMORANDUM/BRIEF <i>Order on Motion for Leave to file</i> by New Yorker's Family Research Foundation and New Yorkers for Constitutional Freedoms. (Parlato, Beth) (Entered: 06/10/2021)
06/16/2021	<a href="#"><u>24</u></a>	First MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>FRCP 12(b)(6), 12(h)(2)(B)</i> , Second MOTION to Dismiss for Lack of Jurisdiction <i>FRCP 12(b)(1)</i> , Third MOTION for Judgment on the Pleadings <i>FRCP 12(c); FRCP 12(h)(2)(B)</i> , Fourth MOTION for More Definite Statement <i>FRCP 12(b)(e)</i> , Fifth MOTION for Extension of Time to File Answer re <a href="#"><u>3</u></a> MOTION for Preliminary Injunction <i>FRCP 12(a)(4)</i> , MOTION to Strike <a href="#"><u>3</u></a> MOTION for Preliminary Injunction <i>FRCP 12(b)(f)</i> by Weedon Wetmore. (Attachments: # <a href="#"><u>1</u></a> Affidavit, # <a href="#"><u>2</u></a> Memorandum in Support)(Hussain, Mohammad) (Entered: 06/16/2021)
06/16/2021	<a href="#"><u>25</u></a>	MEMORANDUM OF LAW IN SUPPORT OF STATE DEFENDANTS MOTION TO DISMISS by Leticia James, Johnathan J. Smith. (Attachments: # <a href="#"><u>1</u></a> Memorandum in Support of State Defendants' Motion to Dismiss)(McKay, Heather) Modified docket text on 6/17/2021 (LB). (Entered: 06/16/2021)
06/16/2021	<a href="#"><u>26</u></a>	MEMORANDUM in Opposition re <a href="#"><u>3</u></a> MOTION for Preliminary Injunction filed by Leticia James, Johnathan J. Smith. (Attachments: # <a href="#"><u>1</u></a> Declaration of Johnathan J. Smith with Exhibits A-L, # <a href="#"><u>2</u></a> Declaration of Heather L. McKay with Exhibits M-O, # <a href="#"><u>3</u></a> Declaration of Jessica Clarke with Exhibits Q-S) (McKay, Heather) (Entered: 06/16/2021)
06/17/2021		E-Filing Notification regarding <a href="#"><u>25</u></a> MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM: Memorandum filed improperly as a motion. Clerk terminated motion and modified docket text to correctly reflect filing event. ACTION REQUIRED: A Notice of Motion is required; docket using Motion and link to <a href="#"><u>25</u></a> Memorandum. (LB) (Entered: 06/17/2021)
06/17/2021	<a href="#"><u>27</u></a>	Amended MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM by Leticia James, Johnathan J. Smith. (Attachments: # <a href="#"><u>1</u></a> Memorandum in Support) (McKay, Heather) (Entered: 06/17/2021)
06/21/2021	<a href="#"><u>28</u></a>	MOTION Leave to File Amicus Curiae Brief by Frederick Douglass Foundation, Coalition of African American Pastors, Conservative Clergy of Color, The Restoration Project. (Attachments: # <a href="#"><u>1</u></a> Memorandum in Support Memorandum in Support, # <a href="#"><u>2</u></a> Supplement Proposed Amicus Curiae Brief) (Vecchio, Philip) (Entered: 06/21/2021)
06/23/2021	<a href="#"><u>29</u></a>	NOTICE of Appearance by Sandra Elizabeth Pullman on behalf of Leticia James (Pullman, Sandra) (Entered: 06/23/2021)

06/23/2021	<a href="#"><u>30</u></a>	MOTION FOR LEAVE TO APPEAR AS AMICI CURIAE/MOTION for Leave to File <i>Amicus Brief in Support of Defendants</i> by New York Civil Liberties Union Foundation, American Civil Liberties Union Foundation. (Attachments: # <a href="#"><u>1</u></a> Affidavit, # <a href="#"><u>2</u></a> Exhibit, # <a href="#"><u>3</u></a> Text of Proposed Order)(Larios, Gabriella) Modified on 6/24/2021 (TF). (Entered: 06/23/2021)
06/23/2021	<a href="#"><u>31</u></a>	MOTION to appear pro hac vice ( Filing fee \$ 200 receipt number 0209-4284446.) by American Civil Liberties Union Foundation. (Attachments: # <a href="#"><u>1</u></a> Exhibit, # <a href="#"><u>2</u></a> Text of Proposed Order)(Larios, Gabriella) (Entered: 06/23/2021)
06/23/2021	<a href="#"><u>32</u></a>	MOTION to appear pro hac vice ( Filing fee \$ 200 receipt number 0209-4284478.) by American Civil Liberties Union Foundation. (Attachments: # <a href="#"><u>1</u></a> Exhibit, # <a href="#"><u>2</u></a> Text of Proposed Order)(Larios, Gabriella) (Entered: 06/23/2021)
06/23/2021	<a href="#"><u>33</u></a>	MOTION to appear pro hac vice <i>by amici curia Religious and Civil-Rights Organizations</i> ( Filing fee \$ 200 receipt number 0209-4284743.) by Americans United for Separation of Church and State. (Attachments: # <a href="#"><u>1</u></a> Exhibit Admission Petition Form with Sponsor Affidavit, Attorney's & Civility Oaths and Attorney Database & ECF Registration, # <a href="#"><u>2</u></a> Text of Proposed Order) (Santiago, Fernando) (Entered: 06/23/2021)
06/23/2021	<a href="#"><u>34</u></a>	MOTION to appear pro hac vice <i>of Kenneth D. Upton, Jr.</i> ( Filing fee \$ 200 receipt number 0209-4284744.) by Americans United for Separation of Church and State. (Attachments: # <a href="#"><u>1</u></a> Exhibit Admission Petition Form with Sponsor Affidavit, Attorney's & Civility Oaths and Attorney Database & ECF Registration, # <a href="#"><u>2</u></a> Text of Proposed Order)(Santiago, Fernando) (Entered: 06/23/2021)
06/23/2021	<a href="#"><u>35</u></a>	MOTION to appear pro hac vice <i>of Sarah R. Goetz</i> ( Filing fee \$ 200 receipt number 0209-4284745.) by Americans United for Separation of Church and State. (Attachments: # <a href="#"><u>1</u></a> Exhibit Admission Petition Form with Sponsor Affidavit, Attorney's & Civility Oaths and Attorney Database & ECF Registration, # <a href="#"><u>2</u></a> Text of Proposed Order)(Santiago, Fernando) (Entered: 06/23/2021)
06/23/2021	<a href="#"><u>36</u></a>	MOTION for Leave to File <i>Amicus Curaie Brief</i> by <i>amici curiae Religious and Civil-Rights Organizations Americans United for Separation of Church and State, ADL (Anti-Defamation League), Bend the Arc: A Jewish Partnership for Justice, Central Conference of American Rabbis, Global Justice Institute, Metropolitan Community Churches, Hindu American Foundation, Men of Reform Judaism, Methodist Federation for Social Action, National Council of Jewish Women, New York Conference, United Church of Christ, Reconstructionist Rabbinical Association, Union for Reform Judaism and Women of Reform Judaism</i> by Americans United for Separation of Church and State. (Attachments: # <a href="#"><u>1</u></a> Memorandum in Support, # <a href="#"><u>2</u></a> Text of Proposed Order) (Santiago, Fernando) (Entered: 06/23/2021)
06/24/2021		E-Filing Notification: modified entry re <a href="#"><u>30</u></a> MOTION for Leave to File <i>Amicus Brief</i> and incorrect party role chosen, party Americans United for Separation of

		<i>Church and State removed as defendant.(TF) (Entered: 06/24/2021)</i>
06/28/2021	<a href="#">37</a>	MOTION to appear pro hac vice for Adam M. Cambier ( Filing fee \$ 200 receipt number 0209-4288123.) by Commonwealth of Massachusetts. (Attachments: # <a href="#">1</a> Petition for Attorney Admission, # <a href="#">2</a> Affidavit of Sponsor, # <a href="#">3</a> Attorney Oath, # <a href="#">4</a> ECF Registration)(Schoenfeld, Alan) (Entered: 06/28/2021)
06/28/2021	<a href="#">38</a>	PROPOSED ORDER RE STATES MOTION FOR LEAVE TO FILE AMICI CURIAE BRIEF by Coalition of African American Pastors, Conservative Clergy of Color, Frederick Douglass Foundation, The Restoration Project. (Vecchio, Philip) Modified on 6/29/2021 (TF). (Entered: 06/28/2021)
06/29/2021		E-Filing Notification: Document filed improperly as a motion. Court terminated motion and modified docket text to correctly reflect filing event. No action required. <a href="#">38</a> Amended MOTION for Leave to File <i>Amici Curiae Brief</i> (TF) (Entered: 06/29/2021)
06/29/2021		E-Filing Notification: <a href="#">37</a> MOTION to appear Pro Hac Vice for Adam M. Gambier: Sponsoring Affidavit is missing date of admission to the Western District of New York. ACTION REQUIRED: Re-file completed document using docketing event Continuation of Exhibits. (DDS) (Entered: 06/29/2021)
06/29/2021	<a href="#">39</a>	CONTINUATION OF EXHIBITS by Commonwealth of Massachusetts. to <a href="#">37</a> MOTION to appear pro hac vice for Adam M. Cambier ( Filing fee \$ 200 receipt number 0209-4288123.) filed by Commonwealth of Massachusetts. (Schoenfeld, Alan) (Entered: 06/29/2021)
07/01/2021	40	TEXT ORDER granting <a href="#">28</a> Motion for Leave to File Amicus Curiae Brief by Frederick Douglass Foundation, Coalition of African American Pastors, Conservative Clergy of Color, The Restoration Project. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	41	TEXT ORDER granting <a href="#">37</a> Motion for Pro Hac Vice. The application of Adam M. Cambier to be admitted pro hac vice to this Court is GRANTED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	42	TEXT ORDER granting <a href="#">30</a> Motion for Leave to File by New York Civil Liberties Union Foundation, American Civil Liberties Union Foundation. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	43	TEXT ORDER granting <a href="#">31</a> Motion for Pro Hac Vice. The application of Lindsey Kaley to be admitted pro hac vice to this Court is GRANTED. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	44	TEXT ORDER granting <a href="#">32</a> Motion for Pro Hac Vice. The application of Rica Prasad to be admitted pro hac vice to this Court is GRANTED. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)

JA0014

07/01/2021	45	TEXT ORDER granting <a href="#">36</a> Motion for Leave to File by Religious and Civil-Rights Organizations Americans United for Separation of Church and State, ADL (Anti-Defamation League), Bend the Arc: A Jewish Partnership for Justice, Central Conference of American Rabbis, Global Justice Institute, Metropolitan Community Churches, Hindu American Foundation, Men of Reform Judaism, Methodist Federation for Social Action, National Council of Jewish Women, New York Conference, United Church of Christ, Reconstructionist Rabbinical Association, Union for Reform Judaism and Women of Reform Judaism by Americans United for Separation of Church and State. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	46	TEXT ORDER granting <a href="#">33</a> Motion for Pro Hac Vice. The application of Richard B. Katskee to be admitted pro hac vice to this Court is GRANTED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	47	TEXT ORDER granting <a href="#">34</a> Motion for Pro Hac Vice. The application of Kenneth D. Upton to be admitted pro hac vice to this Court is GRANTED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	48	TEXT ORDER granting <a href="#">35</a> Motion for Pro Hac Vice. The application of Sarah R. Goetz to be admitted pro hac vice to this Court is GRANTED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	49	TEXT ORDER: The Court is no longer accepting new motions for leave to file Amici Curiae in this matter. However, the Court will accept Amici Curiae from any counsel who has already been granted pro hac vice admission for the purpose of making such a filing. Such counsel are directed to file Amici Curiae as soon as practicable. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/01/2021. (SFR) (Entered: 07/01/2021)
07/01/2021	<a href="#">50</a>	MEMORANDUM/BRIEF <i>Amici Curiae</i> by Coalition of African American Pastors, Conservative Clergy of Color, Frederick Douglass Foundation, The Restoration Project. (Vecchio, Philip) (Entered: 07/01/2021)
07/02/2021	<a href="#">51</a>	MEMORANDUM/BRIEF <i>Amici Curiae</i> by American Civil Liberties Union Foundation, New York Civil Liberties Union Foundation. (Larios, Gabriella) (Entered: 07/02/2021)
07/02/2021	<a href="#">52</a>	MEMORANDUM/BRIEF <i>Amici Curiae by Religious and Civil-Rights Organizations</i> by ADL (Anti-Defamation League), Americans United for Separation of Church and State, Bend the Arc: A Jewish Partnership for Justice, Central Conference of American Rabbis, Global Justice Institute, Metropolitan Community Churches, Hindu American Foundation, Men of Reform Judaism, Methodist Federation for Social Action, National Council of Jewish Women, New York Conference, United Church of Christ, Reconstructionist Rabbinical Association, Union for Reform Judaism, Women of Reform Judaism. (Santiago, Fernando) (Entered: 07/02/2021)
07/02/2021	<a href="#">53</a>	MOTION for Leave to File <i>Brief as Amici Curiae</i> by Massachusetts, California,

		Connecticut, Delaware, the District of Columbia, Hawaii, Illinois, Maine, Maryland, Michigan, Minnesota, Nevada, New Jersey, New Mexico, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington. (Attachments: # <u>1</u> Exhibit - Proposed Amicus Brief, # <u>2</u> Text of Proposed Order)(Cambier, Adam) (Entered: 07/02/2021)
07/06/2021	<u>54</u>	TEXT ORDER granting <u>53</u> Motion for Leave to File Brief as Amici Curiae by Massachusetts, California, Connecticut, Delaware, the District of Columbia, Hawaii, Illinois, Maine, Maryland, Michigan, Minnesota, Nevada, New Jersey, New Mexico, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 07/06/2021. (SFR) (Entered: 07/06/2021)
07/06/2021	<u>55</u>	MEMORANDUM/BRIEF <i>as Amici Curiae</i> by Massachusetts, California, Connecticut, Delaware, the District of Columbia, Hawaii, Illinois, Maine, Maryland, Michigan, Minnesota, Nevada, New Jersey, New Mexico, North Carolina, Oregon, Pennsylvania, Rhode Island, Vermont, Virginia, and Washington. (Cambier, Adam) (Entered: 07/06/2021)
07/07/2021	<u>56</u>	REPLY to Response to Motion re <u>3</u> MOTION for Preliminary Injunction filed by Emilee Carpenter, Emilee Carpenter, LLC. (Scruggs, Jonathan) (Entered: 07/07/2021)
07/07/2021	<u>57</u>	RESPONSE in Opposition re <u>27</u> Amended MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by Emilee Carpenter, Emilee Carpenter, LLC. (Attachments: # <u>1</u> Exhibit A to Memorandum of Law in Response to State Defendant's Motion to Dismiss, # <u>2</u> Exhibit B to Memorandum of Law in Response to State Defendant's Motion to Dismiss)(Scruggs, Jonathan) (Entered: 07/07/2021)
07/07/2021	<u>58</u>	RESPONSE in Opposition re <u>24</u> First MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>FRCP 12(b)(6), 12(h)(2)(B)</i> Second MOTION to Dismiss for Lack of Jurisdiction <i>FRCP 12(b)(l)</i> Third MOTION for Judgment on the Pleadings <i>FRCP 12(c); FRCP 12(h)(2)(B)</i> Fourth MOTION for More Definite Statement <i>FRCP 12(b)(e)</i> Fifth MOTION for Extension of Time to File Answer re <u>3</u> MOTION for Preliminary Injunction <i>FRCP 12(a)(4)</i> MOTION to Strike <u>3</u> MOTION for Preliminary Injunction <i>FRCP 12(b)(f)</i> filed by Emilee Carpenter, Emilee Carpenter, LLC. (Scruggs, Jonathan) (Entered: 07/07/2021)
07/21/2021	<u>59</u>	REPLY to Response to Motion re <u>3</u> MOTION for Preliminary Injunction , <u>24</u> First MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM <i>FRCP 12(b)(6), 12(h)(2)(B)</i> Second MOTION to Dismiss for Lack of Jurisdiction <i>FRCP 12(b)(l)</i> Third MOTION for Judgment on the Pleadings <i>FRCP 12(c); FRCP 12(h)(2)(B)</i> Fourth MOTION for More Definite Statement <i>FRCP 12(b)(e)</i> Fifth MOTION for Extension of Time to File Answer re <u>3</u> MOTION for Preliminary Injunction <i>FRCP 12(a)(4)</i> MOTION to Strike <u>3</u> MOTION for Preliminary Injunction <i>FRCP 12(b)(f)</i> filed by Weedon Wetmore. (Hussain, Mohammad) (Entered: 07/21/2021)

07/21/2021	<a href="#">60</a>	REPLY to Response to Motion re <a href="#">27</a> Amended MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM filed by Leticia James, Johnathan J. Smith. (McKay, Heather) (Entered: 07/21/2021)
08/20/2021	<a href="#">61</a>	Letter filed by Leticia James, Johnathan J. Smith as to Weedon Wetmore, Leticia James, Johnathan J. Smith <i>Statement of Supplemental Authority</i> . (Attachments: # <a href="#">1</a> Exhibit 303 Creative LLC v Elenis)(McKay, Heather) (Entered: 08/20/2021)
08/24/2021	<a href="#">62</a>	Letter filed by Emilee Carpenter, Emilee Carpenter, LLC as to Weedon Wetmore, Leticia James, Johnathan J. Smith ( <i>Rule 28(j) Letter In Response to Defendants' Supplemental Authority</i> ). (Scruggs, Jonathan) (Entered: 08/24/2021)
08/24/2021	<a href="#">63</a>	Letter filed by Emilee Carpenter, Emilee Carpenter, LLC as to Weedon Wetmore, Leticia James, Johnathan J. Smith ( <i>Rule 28(j) Letter re Coral Ridge v. Amazon Supplemental Authority</i> ). (Scruggs, Jonathan) (Entered: 08/24/2021)
08/31/2021	<a href="#">64</a>	Letter filed by Emilee Carpenter, Emilee Carpenter, LLC as to Weedon Wetmore, Leticia James, Johnathan J. Smith ( <i>Rule 28(j) Letter re Amicus Brief in Updegrove v Herring, No. 21-1506 (4th Cir. Aug. 27, 2021)</i> ). (Scruggs, Jonathan) (Entered: 08/31/2021)
09/08/2021	<a href="#">65</a>	NOTICE of Appearance by Richard W. Sawyer on behalf of Leticia James, Johnathan J. Smith (Sawyer, Richard) (Entered: 09/08/2021)
10/01/2021	<a href="#">66</a>	MOTION to Withdraw as Attorney <i>Ricca Prasad</i> by American Civil Liberties Union Foundation, New York Civil Liberties Union Foundation. (Attachments: # <a href="#">1</a> Text of Proposed Order)(Prasad, Ricca) (Entered: 10/01/2021)
10/06/2021	<a href="#">67</a>	ORDER granting <a href="#">66</a> Motion to Withdraw as Attorney. Attorney Ricca Prasad terminated. Signed by Hon. Frank P. Geraci, Jr. on 10/4/2021. (TF) (Entered: 10/06/2021)
12/13/2021	<a href="#">68</a>	DECISION AND ORDER: Defendant Wetmore's motion to dismiss under Rule 12(b)(1) (ECF No. <a href="#">24</a> ) is DENIED. The State's motion to dismiss (ECF No. <a href="#">27</a> ) is GRANTED insofar as all claims against Defendants Letitia James and Johnathan J. Smith are dismissed, with prejudice, for failure to state a claim upon which relief may be granted. In addition, all claims against Defendant Weedon Wetmore are <i>sua sponte</i> dismissed, with prejudice, for failure to state a claim upon which relief may be granted. Plaintiff's motion for a preliminary injunction (ECF No. 3) is DENIED AS MOOT. The Clerk of Court is directed to enter judgment and close this case. SO ORDERED. Signed by Hon. Frank P. Geraci, Jr. on 12/13/2021. (MFM)  <b>-CLERK TO FOLLOW UP-</b> (Entered: 12/13/2021)
12/14/2021	<a href="#">69</a>	JUDGMENT in favor of Johnathan J. Smith, Leticia James, Weedon Wetmore against Emilee Carpenter, LLC, Emilee Carpenter. Signed by Clerk of Court on 12/14/2021. (TF) (Entered: 12/15/2021)
01/12/2022	<a href="#">70</a>	NOTICE OF APPEAL as to <a href="#">68</a> Order on Motion for Extension of Time to

		Answer,,,, Order on Motion to Strike,,,, Order on Motion to Dismiss for Failure to State a Claim,,,, Order on Motion for Preliminary Injunction,,,,,, Order on Motion to Dismiss/Lack of Jurisdiction,,,, Order on Motion for Judgment on the Pleadings,,,, Order on Motion for More Definite Statement,,, <a href="#">69</a> Judgment by Emilee Carpenter, Emilee Carpenter, LLC. Filing fee \$ 505, receipt number ANYWDC-4472036. (Scruggs, Jonathan) (Entered: 01/12/2022)
01/13/2022		Within 14 days of filing the Notice of Appeal, the appellant is required to electronically file with the District Court an index of filed documents it wishes the Court of Appeals to consider, called Designation of Record on Appeal. After receipt, the Clerks Office will certify and transmit the index to the Circuit. (TF) (Entered: 01/13/2022)
01/13/2022		Pursuant to Local Rule 12.1 of the US Court of Appeals for the Second Circuit, Forms C and D must be completed within 14 days after the filing of a notice of appeal. Forms C and D can be obtained at www.ca2.uscourts.gov. (TF) (Entered: 01/13/2022)
01/26/2022	<a href="#">71</a>	DESIGNATION of Record on Appeal by Emilee Carpenter, Emilee Carpenter, LLC re <a href="#">70</a> Notice of Appeal,, CLERK TO FOLLOW UP (Scruggs, Jonathan) (Entered: 01/26/2022)
01/27/2022	<a href="#">72</a>	CLERKS CERTIFICATE/Index filed and electronically sent to Court of Appeals re <a href="#">71</a> DESIGNATION of Record on Appeal by Emilee Carpenter, Emilee Carpenter, LLC. (TF) (Entered: 01/27/2022)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
03/02/2022 18:23:44			
<b>PACER Login:</b>	cindyeville	<b>Client Code:</b>	
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	6:21-cv-06303-FPG
<b>Billable Pages:</b>	13	<b>Cost:</b>	1.30

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

**Emilee Carpenter, LLC d/b/a  
Emilee Carpenter Photography, and  
Emilee Carpenter,**

Plaintiffs,

v.

**Letitia James**, in her official capacity  
as Attorney General of New York;  
**Jonathan J. Smith**, in his official  
capacity as Interim Commissioner of  
the New York State Division of Human  
Rights; and **Weeden Wetmore**, in his  
official capacity as District Attorney of  
Chemung County,

Defendants.

Case No. \_\_\_\_\_

**Verified Complaint**

JA0019

## Table of Contents

Introduction .....	1
Jurisdiction and Venue.....	2
Plaintiffs.....	3
Defendants .....	3
Factual Background .....	4
Emilee’s Christian beliefs motivates everything she does. ....	4
Emilee operates Emilee Carpenter, LLC as a photography business. ....	5
Emilee tells a visual narrative of God’s design for marriage through her photography and blogging. ....	7
Emilee cannot create photographs, write blogs, or participate in ceremonies contrary to her religious beliefs.....	14
New York’s law threatens Emilee’s wedding photography and business.....	18
Attorney General James may independently enforce New York’s law with serious consequences. ....	24
The Division possesses aggressive enforcement mechanisms and can impose paralyzing penalties.....	25
New York’s law imposes overwhelming burdens on Emilee’s wedding photography.....	31
New York only prosecutes its law against views the government disfavors. ....	39
Legal Allegations .....	45
First Cause of Action First Amendment: Freedom of Speech, Association, and Press .....	45
Second Cause of Action First Amendment: Free Exercise of Religion .....	48
Third Cause of Action First Amendment: Establishment Clause .....	50
Fourth Cause of Action Fourteenth Amendment: Due Process .....	51
Prayer for Relief.....	52

## Introduction

Plaintiff Emilee Carpenter (“Emilee”) is a photographer, natural person, and storyteller who crafts visual narratives through photography. Through her business, Emilee offers several types of photography, but wedding photography is her bread and butter. Emilee is also a Christian. Her faith and eye for beauty shape her photography—from first click to final edit. And just like other artists, Emilee decides whether to create based on *what* her artwork conveys, not *who* asks for it. That means Emilee cannot create some artwork for anyone—like photographs that flout her artistic style, celebrate obscenity, or demean others. She likewise cannot promote certain views on marriage.

New York finds this last type of editorial freedom too close-minded. So New York makes it illegal through its public accommodations laws which ban sexual-orientation discrimination. N.Y. Exec. Law § 296.2(a); N.Y. Civ. Rts. Law § 40-c. As applied to Emilee though, these laws do not simply dictate what she *does*; they dictate what she *says*. Emilee is already willing to work with clients no matter who they are, including those in the LGBT community. But not satisfied with equal treatment, New York officials demand ideological purity—that Emilee violate her conscience by professing the state’s approved view about marriage.

Specifically, New York laws require Emilee to create photographs and blogs celebrating same-sex marriage because she creates photographs and blogs celebrating opposite-sex marriage. The laws also prohibit Emilee from adopting an editorial policy consistent with her beliefs about marriage. And the laws even make it illegal for Emilee to post statements on her business’s own website explaining her religious views on marriage or her reasons for only creating this wedding content. N.Y. Exec. Law § 296.2(a) (forbidding statements that someone’s “patronage” is “unwelcome, objectionable or not accepted, desired, or solicited”).

If Emilee does any of this and speaks consistent with her faith, New York officials can force her business *and her personally* to pay limitless damages and a \$100,000 fine, require her to create artwork against her beliefs via court order, revoke her business license, and lock her in jail for up to a year. N.Y. Exec. Law §§ 297(4)(c), 299; N.Y. Civ. Rts. Law § 40-d; N.Y. Exec. Law § 63(12). These severe penalties threaten Emilee’s liberty, her livelihood, and her very way of life.

Emilee faces these risks each day she runs her company. She has already declined to respond to several requests to photograph same-sex weddings. And New York has already punished other business owners for holding Emilee’s beliefs about marriage. In the end, New York’s laws give Emilee a multiple-choice test with only bad answers: (a) violate the law; (b) ignore her faith; or (c) end her business.

But the First and Fourteenth Amendments give Emilee another option: (d) none of the above. These constitutional provisions ensure that Emilee—and all Americans—can choose what we say and what we celebrate. Just as the government cannot compel a lesbian baker to create a cake condemning same-sex marriage or an atheist playwright to wax positively about God, New York cannot force Emilee to convey messages she objects to. Emilee brings this lawsuit to protect her right and everyone’s freedom (even those who disagree with her) to speak and live out their core convictions. Because in our diverse and pluralistic country, the solution to disagreement is more speech by diverse speakers, not compelled ideological uniformity by government bureaucrats.

### **Jurisdiction and Venue**

1. This civil-rights action raises federal questions under the First and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983.
2. This Court has original jurisdiction under 28 U.S.C. §§ 1331 and 1343.

3. This Court has authority to award the requested declaratory relief under 28 U.S.C. §§ 2201–02 and Fed. R. Civ. P. 57; the requested injunctive relief under 28 U.S.C. § 1343 and Fed. R. Civ. P. 65; and the requested costs and attorney fees under 42 U.S.C. § 1988 and Fed. R. Civ. P. 54.

4. Venue is proper in this Court under 28 U.S.C. § 1391(b) because a substantial part of the events and omissions giving rise to the claims occur within the Western District of New York; the effects of the challenged statute are felt in this District; and Defendants can and do perform official duties in this District.

### **Plaintiffs**

5. Emilee is a United States Citizen and resides in Chemung County, New York.

6. Emilee Carpenter, LLC is a for-profit limited liability company organized under New York law with its principal place of business also in Chemung County.

7. Emilee is the sole owner, member, and employee of Emilee Carpenter, LLC.

### **Defendants**

8. New York State Attorney General James has the duty to enforce the laws of New York throughout the state of New York (N.Y. Exec. Law § 63), including the laws challenged in this lawsuit—New York State’s Human Rights Law and New York State’s Civil Rights Law (collectively “New York’s laws” or “the laws”).<sup>1</sup>

9. Attorney General Letitia James is the head of the Department of Law, which includes the Civil Rights Bureau. *See* N.Y. Exec. Law § 60.

10. Attorney General James accepts, files, and receives notice of complaints alleging violations of New York’s laws, and administers, enforces, and prosecutes

---

<sup>1</sup> Unless context indicates otherwise, the remainder of this complaint refers to New York State’s Human Rights Law (N.Y. Exec. Law §§ 290-301) and its related regulations as the “human rights law” and New York State’s Civil Rights Law (N.Y. Civ. Rts. Law §§ 40-c-40-d) as the “civil rights law.”

New York's laws, including the laws' criminal provisions. *See, e.g.*, N.Y. Exec. Law §§ 63(9), (10), (12), 297(1), 299; N.Y. Civ. Rts. Law § 40-d; N.Y. Exec. App. § 465.3(a)(2); <https://ag.ny.gov/civil-rights/complaint-forms>.

11. Attorney General James may also intervene in any hearing before the Division involving a complaint filed under the human rights law. *See* N.Y. Exec. Law § 297.4(4)(a); N.Y. Exec. App. § 465.12(c)(1).

12. Attorney General James has regional offices in Rochester and Buffalo, New York. *See* <https://ag.ny.gov/regional-office-contact-information>.

13. Johnathan J. Smith is the Commissioner and head of the New York State Division of Human Rights ("Division"). N.Y. Exec. Law § 293(1).

14. Commissioner Smith receives complaints alleging violations of the human rights law; tests, investigates, and files complaints alleging violations of that law; and administers, enforces, and prosecutes that law. *See, e.g.*, N.Y. Exec. Law §§ 295.6-.7, 297.4(c); N.Y. Exec. App. §§ 465.3(3), 465.13(a).

15. The Division has regional offices located in Rochester and Buffalo, New York. *See* <https://dhr.ny.gov/contact-us>.

16. Weeden Wetmore is the District Attorney of Chemung County, New York.

17. District Attorney Wetmore has authority to administer, enforce, and prosecute New York's laws' criminal provisions, including the civil rights law. *See* N.Y. County Law § 700; N.Y. Exec. Law § 299; N.Y. Civ. Rts. Law § 40-d.

18. All defendants are named in their official capacities.<sup>2</sup>

## Factual Background

### Emilee's Christian beliefs motivate everything she does.

19. Emilee is a Christian.

---

<sup>2</sup> Unless context indicates otherwise, the remainder of the complaint refers to all defendants collectively as "New York."

20. Emilee tries to live by this verse: “So, whether you eat or drink, or whatever you do, do it all for the glory of God.” 1 Cor. 10:31 (ESV).

21. This means Emilee’s religious beliefs shape every aspect of her life, including her identity, her relationships with others, and her understanding of creation, truth, morality, purity, beauty, and excellence.

22. Emilee believes that God gives people gifts and passions and commands them to steward these in a way that honors Him, including by sharing God’s intent for His creation and promoting the Gospel—the belief that everyone needs forgiveness offered through God’s son, Jesus.

23. Emilee believes that God creates, calls, and equips some people to magnify God’s goodness by creating aesthetically pleasing art that reflects God’s beauty, artistry, and truth.

24. Emilee believes that God has called her to use her creative talents to honor and glorify God through photography.

Emilee operates a photography business, Emilee Carpenter, LLC.

25. Emilee became a commissioned photographer in 2012 when she began photographing engagements and weddings for a profit.

26. Emilee initially operated her photography business as a sole proprietorship.

27. In November 2019, Emilee reorganized her business to gain the benefits of a corporate form, incorporated her business as a limited liability company, and renamed her company Emilee Carpenter, LLC.

28. Emilee Carpenter, LLC’s presumed name is Emilee Carpenter Photography.<sup>3</sup>

29. Emilee also transitioned her social media sites to promote Emilee Carpenter Photography.

---

<sup>3</sup> Unless context indicates otherwise, the complaint below refers to Emilee Carpenter, LLC as Emilee Carpenter Photography and refers to all plaintiffs collectively as “Emilee.”

30. In June 2020, Emilee launched a website for Emilee Carpenter Photography (<https://www.emileecarpenter.com/>).

31. This website hosts a blog controlled by Emilee.

32. Emilee offers, solicits, and receives inquiries for engagement and wedding-photography services from the general public and provides these services to the general public.

33. Whenever Emilee offers to photograph an engagement session for a couple, she also always offers to photograph the couple's wedding.

34. Emilee offers two types of wedding-photography services: elopement weddings and traditional weddings (including micro-weddings attended by small groups of people).

35. Whenever Emilee is hired by a couple to photograph their engagement or wedding, she always includes a complimentary blog post for the client.

36. Emilee also offers, solicits, and receives inquiries for branding-photography services from the general public and provides these services to the general public.

37. Emilee's branding-photography services depict and promote businesses and their services for business owners and businesses.

38. For example, Emilee has photographed candid and choreographed images of business owners and their unique tools-of-the-trade for use in their LinkedIn profiles, websites, business cards, and other marketing.

39. Emilee has provided branding-photography services for other photographers, dieticians, marketing professionals, worship leaders, authors, and others.

40. Emilee's faith animates why and how she operates her business, what she creates, and her vision for her artwork.

41. For this reason, in everything Emilee creates, she seeks to honor God's glory in His creation and display God's beauty, artistry and truth to others.

42. For example, all of Emilee’s photographs portray the subject(s) or content of the photograph in a positive, appealing, and uplifting manner.

43. Emilee’s faith also shapes how she treats others.

44. Emilee believes that she must honor God in how she interacts with others, including current and potential clients and members of the public.

45. Emilee seeks to obey the biblical command to love others by being honest with current and prospective clients and the public, by not lying or giving a false impression about what she will and will not create, and by treating them with love, honesty, fairness, and excellence.

Emilee tells a visual narrative about God’s design for marriage through her photography and blogging.

46. Emilee believes that God designed marriage as a gift for people of all faiths, races, and backgrounds, to reflect the unity and diversity seen in the Trinity (Father, Son, and Holy Spirit), and to point people to Jesus’ sacrificial and redemptive love for His Church.

47. Emilee celebrates engagements and marriages between one man and one woman through what she photographs, participates in, and posts about in order to share God’s design for marriage with her clients and the public consistent with her beliefs.

48. Emilee has always desired to use her business to focus on crafting visual narratives celebrating marriages between one man and one woman because she believes marriage is a gift from God that should be treasured and celebrated.

49. To do this, Emilee evaluates every engagement and wedding photography request she receives to determine whether she can fulfill the request consistent with her artistic judgment and religious beliefs.

50. When Emilee receives a request, she researches that request online or through her personal and professional network to determine if she can potentially fulfill the request. *See infra*, ¶¶ 238-45, 312.

51. If Emilee decides she can potentially fulfill the request, she sends the prospective client an informational email with follow up questions and always offers to connect with the prospective client over coffee or through a videoconference.

52. If Emilee and the prospective client agree to move forward, the prospective client must agree in form or in substance to Emilee Carpenter Photography's service agreement.

53. The form service agreement states that Emilee has "full artistic license and total editorial discretion over all aspects of" her photography.

54. Emilee takes all engagement and wedding photographs according to her artistic judgment.

55. In all of her photography, Emilee seeks to create photographs that evoke joyful emotions and tell a compelling story of the couple's union through thoughtful and detail-driven photographs and to positively portray the couple, their wedding (or engagement), and God's design for marriage.

56. To this end, Emilee combines warm and earthy color tones with playful and moody subject matters.

57. When Emilee photographs an engagement session, she always portrays the couple in positive and romantic ways to create beautiful photographs telling a visual narrative which communicates the love, intimacy, and sacrifice of God's design for marriage.

58. She does this by capturing the couple interacting with each other in a playful, loving manner to celebrate their excitement and joy for their coming marriage.

59. For example, Emilee prompts the couple to laugh and smile with each other, encourages them to act spontaneously, and directs the couple on how to pose, when to hold hands, when to embrace, and when to kiss.

60. When Emilee photographs a wedding, she always portrays the couple in positive and romantic ways to create beautiful photographs telling a visual narrative which communicates the love, intimacy, and sacrifice of God's design for marriage.

61. For example, at the wedding ceremony, Emilee always photographs the officiant delivering the homily, the couple exchanging vows, the couple kissing and embracing before the attendees, and the officiant announcing the couple as husband and wife to commemorate the bride and groom being joined together in marriage.

62. For traditional weddings, Emilee typically photographs the bride getting dressed, portraits of the couple and their families, the bridal party, and the bride walking down the aisle.

63. Emilee always personally attends and photographs the entire wedding ceremony.

64. Emilee would not provide wedding photography if requested to photograph only a part of the wedding ceremony or everything but the wedding ceremony.

65. When Emilee photographs a wedding, she is always personally excited for the couple and the marriage she is about to witness because of her beliefs about God's design for marriage.

66. Emilee expresses her approval of the marriage and shares her excitement with the bride and groom and their family members and guests by interacting with them throughout the day, verbally encouraging them, reminding them to enjoy the special day, and congratulating the bride and groom in particular.

67. Emilee uses her excitement and energy to effectively choreograph and pose the bride and groom and their family and guests during photographs and to maintain a lighthearted environment to capture her desired images.

68. Emilee could not effectively provide her wedding photography if she did not personally and joyfully interact with the couple, the wedding party, and the wedding guests in these ways.

69. Emilee also believes that every wedding is inherently religious because the wedding solemnizes and initiates a sacred institution (marriage) created by God.

70. Many of the weddings Emilee has photographed have involved overtly religious elements like religious music, religious readings, communion, prayer, and a religious message by the pastor.

71. When Emilee photographs a ceremony with overtly religious elements, she has always sung along with the music, listened to and affirmed the religious message, and engaged with the prayers.

72. At every wedding Emilee has photographed, there has been an exchange of vows, an officiant, instructions to the wedding participants and/or guests, and a pronouncement of marriage.

73. The officiants' instructions and pronouncement of marriage have been directed at the couple getting married and members of the audience, including Emilee.

74. In these ways, Emilee acts as a witness before God and those assembled as bride and groom commit their lives to each other, exchange rings, are pronounced man and wife, and share their first kiss as a married couple.

75. When the wedding includes a reception, Emilee always attends all or most of the wedding reception to photograph its special moments.

76. Emilee always directs the bride and groom and their wedding party, the bride and groom's family, and the wedding guests, if any, before, during, and after the ceremony on how to pose for choreographed photographs.

77. With each photograph she takes, Emilee uses her artistic discretion and technical proficiency with cameras to create her desired image consistent with her artistic style and religious beliefs.

78. After the engagement session or wedding, Emilee edits the engagement or wedding photographs.

79. Emilee first culls through thousands of images to reduce the total number of images to between 50 and 1,000, depending on the number of images purchased by the client.

80. During this review, Emilee discards images that do not meet her artistic and moral standards, such as blurry photographs or photographs of persons blinking.

81. After the culling process, Emilee edits the remaining photographs.

82. For example, Emilee adjusts the image's tone by narrowing or expanding the range between the image's darkest and brightest areas to make the image more emotive.

83. Emilee uses these and other techniques to create an image consistent with her artistic style.

84. Once Emilee has edited at least some of the photographs, she emails 10-20 images to her client as a "sneak peak" via an online gallery.

85. After editing all of the photographs, Emilee sends her clients a link to view the photographs on an online gallery.

86. Emilee Carpenter Photography's logo appears throughout the online gallery.

87. From the online gallery, Emilee's clients can download their desired images and share their images with friends and family.

88. Emilee then posts a sampling of the photographs on her blog.

89. Emilee selects which edited photographs to post on her blog and writes a post to celebrate the engagement or wedding, encourage the couple, and communicate her views on marriage to the couple and to the general public.

90. Posting engagement and wedding photographs alongside text on her blog allows her to publicly tell uplifting stories about the couple and the beauty of marriage between a man and a woman in ways more powerful than through photography or words alone.

91. Emilee's blog is an integral part of her business and wedding photography services.

92. Emilee's website and blog allow her to publicly celebrate each couple; to publicly associate herself with her engagement and wedding photography; and to promote her business, artistic style, and approach to photography.

93. Emilee's website and blog also allow her to publicly advocate for marriage as between one man and one woman consistent with her religious beliefs by depicting celebratory photographs and text of opposite-sex weddings.

94. In this way, Emilee is like the many other commissioned photographers who post engagement and wedding photographs on their website, blogs, or social media sites to celebrate the couples, to associate their business with their photographs and photographic style, to allow the couple to associate with their business, and promote their views on topics including marriage.

95. Emilee also selects and posts some of the photographs on her social media pages with commentary where Emilee's name, picture, and Emilee Carpenter Photography's logo appear sporadically.

96. In these ways and more, Emilee associates herself with her wedding photography.

97. Emilee’s blog also allows her to proclaim her religious beliefs about marriage by publicly conveying the beauty and sacrificial nature of marriage between a man and a woman to her clients, their friends, and the public.

98. For Emilee’s engagement and wedding photography, Emilee’s clients rely on her aesthetic vision and ability to celebrate their engagement and wedding in a meaningful way.

99. Emilee makes most of her editorial decisions without any input from clients.

100. When clients do offer suggestions, Emilee tries to blend their suggestions into her own aesthetic vision so that the final product effectively celebrates the couple’s wedding and God’s design for marriage.

101. Clients usually defer to Emilee’s suggestions and rely heavily on her artistic and editorial judgments.

102. For all of her engagement and wedding photography, Emilee reserves the right to reject any objectionable requests, and retains full editorial control over what to photograph, how to photograph and edit, which photographs to upload to the online gallery, and which photographs to display and what to write on her blog.

103. Emilee does not offer and would not accept any request for wedding or engagement photography that portrayed the couple, their marriage, or their wedding in a negative way.

104. In all of the ways described above, Emilee makes numerous artistic and editorial decisions for her photography, editing, and blogging to positively portray the love, intimacy, and sacrifice of marriage between one man and one woman and to create visual narratives that celebrate the couple and promote God’s design for marriage.

105. Each component of Emilee’s wedding photography services—her photography, edits, and blog—separately and in combination, is expressive in nature, as it involves images, symbols, or other modes of expression.

106. Emilee believes that by capturing and conveying engagements, weddings, and marriages between one man and one woman, and by displaying them on her website and social media sites in an appealing way, she can persuade viewers that this type of marriage should be pursued and valued.

107. Emilee's desire to convey this message has increased as she has seen the growing promotion of views of marriage that are inconsistent with lifelong unions between one man and one woman.

108. Emilee hopes to counteract this cultural narrative by creating visual narratives telling a positive message about marriage as God intended it.

Emilee cannot create photographs, write blogs, or participate in ceremonies contrary to her religious beliefs.

109. Not only do Emilee's religious and artistic beliefs inspire what she photographs, writes about, and participates in, these beliefs also dictate what she cannot create, say, or do.

110. Emilee can only accept requests for her photography which are consistent with her editorial, artistic, and religious judgment.

111. For example, Emilee does not provide photography in a "light, bright, and airy" style (a style emphasizing soft, pastel colors and natural light) because of her stylistic preference and artistic judgment to photograph in a style emphasizing warm, earthy, and moody tones.

112. Likewise, Emilee only creates photographs and blogs and participates in ceremonies consistent with her understanding of the Bible's teachings.

113. For Emilee, this means she cannot provide any photography services that require her to use her photography skills to celebrate anything immoral, dishonorable to God, or contrary to her religious beliefs or artistic judgment, or to participate in anything contrary to her religious beliefs.

114. Emilee also does not provide photography services that demean others, devalue God's creation, condone racism, celebrate obscenity, promote violence, praise vulgarity, or otherwise contradict biblical principles.

115. For example, Emilee would not provide branding photography for a business or non-profit that promotes abortion (like Planned Parenthood) or encourages drug use (like a marijuana dispensary).

116. Emilee would not provide wedding photography for certain types of irreverent themed weddings—such as Halloween or Vampire-themed weddings—because Emilee believes that all wedding ceremonies are inherently religious and solemn events.

117. Also, because Emilee believes that God created marriage to be a joyful, exclusive union between one man and one woman, she cannot provide wedding photography which depicts engaged or married couples, marriages, or weddings in a negative way or promotes or celebrates any engagements, weddings, or marriages not between one man and one woman, such as same-sex or polygamous engagements or marriages.

118. Emilee cannot create the wedding photography described in paragraphs 116-117 because she always creates photography that positively portrays marriage, and creating wedding photography positively portraying same-sex, or polygamous weddings or weddings with irreverent themes, would promote activities contrary to her beliefs, express messages contradicting her beliefs, and express messages contradicting messages that Emilee wants to and does promote elsewhere.

119. Emilee also cannot create the wedding photography described above because she always actively participates in the wedding ceremonies she photographs.

120. If Emilee were compelled to photograph the ceremonies described above, she would feel coerced to remain silent and respectful during the ceremony and to

express her approval of the wedding by rejoicing with and congratulating the couple and their family on the new union.

121. Emilee therefore cannot provide photography services for same-sex or polygamous engagements or weddings because photographing these events would force Emilee to participate in ceremonies that violate her religious beliefs.

122. It is standard industry practice for commissioned photographers to decline to create content that violates or compromises their beliefs or editorial discretion.

123. For these reasons, it is Emilee's policy and practice to offer and provide wedding photography services only celebrating weddings between one man and woman and to decline any photography requests celebrating any other weddings—including those for same-sex engagements or weddings—no matter who asks her to do so.

124. Emilee also wants to legally bind Emilee Carpenter Photography and any future persons who become members of Emilee Carpenter Photography to maintain the same policy of only celebrating engagements and weddings between one man and one by adopting this policy into Emilee Carpenter Photography's operating agreement. *See infra*, ¶¶ 229-31.

125. Emilee also desires to be honest and transparent with current and prospective clients about her desire to only photograph engagements and weddings between one man and one woman by posting a statement on her website or social media sites explaining the types of engagements and weddings she can and cannot celebrate. *See infra*, ¶¶ 246-51.

126. Whenever Emilee receives a request she cannot fulfill because of a conflict with her artistic judgment, she generally tries to refer that request to another photographer who can do so.

127. Emilee would like to adopt this same referral policy for requests she receives that conflict with her beliefs (like requests for same-sex marriage photography), but

has refrained from doing so because she does not respond to same-sex engagement or wedding requests for fear of being sued under New York's laws. *Infra*, ¶¶ 266-68.

128. Emilee's policy of offering and providing wedding photography services celebrating weddings only between a man and a woman and of declining requests for photography services celebrating same-sex or polygamous engagements or weddings are never about the person requesting these services.

129. Instead, Emilee's policy of not offering to photograph these ceremonies is an objection to promoting and participating in an event that violates her religious beliefs.

130. For example, Emilee will create branding photographs for individuals who identify as LGBT or create branding photographs for a business owned and operated by LGBT individuals.

131. Emilee will create wedding photographs depicting a wedding between a man and a woman when requested and paid to do so by an LGBT parent or friend of those getting married.

132. Emilee will create wedding photographs depicting a wedding between a man and a woman when requested and paid to do so by an LGBT wedding planner or wedding vendor.

133. Emilee would also photograph a staged wedding shoot for a bridal magazine or other business depicting and promoting a wedding using a male model as the groom and a female model as the bride, whether those models identify as LGBT or not.

134. Emilee will create wedding photographs for the union of one man and one woman where one or both of the individuals identify as gay, lesbian, or bisexual, so long as the wedding ceremony reflects a genuine intent that the marriage be a lifelong union between one man and one woman.

135. Several research institutes estimate that between thirteen and eighteen percent of adults who identify as gay or lesbian are married to members of the opposite sex.

136. Emilee will create photographs described in paragraphs 130-134 so long as the photographs themselves do not require Emilee to participate in a ceremony or express a message that violates her religious beliefs or artistic judgment.

137. On the other hand, because it is Emilee's policy to decline requests to create photographs that violate her religious beliefs or are conflict with her artistic judgment, Emilee does not accept every request to photograph an engagement or wedding between a heterosexual man and a heterosexual woman. *See supra*, ¶ 116.

138. For example, Emilee would not photograph a staged wedding shoot for a bridal magazine or other business depicting and promoting a wedding using two male models as the grooms or two female models as the brides, whether those models identify as LGBT or not.

139. Emilee would also not photograph an engagement or wedding between one man and one woman if requested to do so in a "light, bright, and airy" style.

140. When evaluating whether any photography request is consistent with Emilee's religious beliefs and artistic judgment, Emilee considers, and it is her pattern and practice to consider, the message conveyed by the requested services and whether these services require her to create a message she opposes or participate in a ceremony she objects to, not the identity of who requests these services.

New York's laws threaten Emilee's wedding photography and business.

141. Emilee desires to operate her business consistent with her religious beliefs and to express some of her religiously motivated beliefs.

142. As Emilee was getting Emilee Carpenter, LLC started, she sought legal advice from a friend who is an attorney about her desire to promote marriages consistent with her religious beliefs.

143. Emilee's friend made her aware of the human rights law.

144. As Emilee researched more about that law, she realized that it threatened her ability to operate her business according to her faith, and restricted what she could post on her studio's website and social media sites and what she could say to prospective clients.

145. Emilee also read news reports about other artists, like photographers, and other business owners in New York and elsewhere who were being sued and threatened with severe penalties for declining to celebrate or participate in same-sex wedding ceremonies.

146. Among other things, the human rights law prohibits "unlawful discriminatory practices ... because of" sexual orientation in "any place of public accommodation." N.Y. Exec. Law § 296.2(a).

147. The human rights law defines a place of public accommodation as including "retail ... establishments dealing with goods or services of any kind." N.Y. Exec. Law § 292.9.

148. The term "place of public accommodation" is "construed liberally" and is not limited to public accommodations that are specifically defined in the law or that operate out of a physical space. N.Y. Exec. Law § 300.

149. For example, the human rights law includes retailer's websites, commodity trading floors, and dating services as public accommodations. *See Andrews v. Blick Art Materials, LLC*, 268 F. Supp. 3d 381 (E.D.N.Y. 2017); *D'Amico v. Commodities Exch. Inc.*, 652 N.Y.S.2d 294 (N.Y. App. Div. 1997); *Battaglia v. Buffalo Niagara*

*Introductions, Inc.*, No. 10138581, at 5 (N.Y. State Div. of Hum. Rights Jan. 28, 2014).<sup>4</sup>

150. Emilee Carpenter Photography is a for-profit business offering goods, services, advantages, and privileges to the public.

151. Emilee Carpenter Photography also promotes its goods, services, advantages, and privileges to the public on its website and social media sites, on an online wedding vendor directory, and through word-of-mouth from clients and personal and professional networks.

152. Emilee Carpenter Photography's website, and the online wedding vendor directory she advertises on, have contact forms where anyone from the public can submit a request for Emilee's services.

153. Emilee Carpenter Photography is therefore a place of public accommodation under and subject to the human rights law.

154. Likewise, Emilee Carpenter Photography promotes its website (<https://www.emileecarpenter.com/>) and allows members of the public to contact Emilee through this website.

155. Emilee Carpenter Photography's website also offers distinct goods, services, advantages, and privileges.

156. For example, Emilee Carpenter Photography's website contains Emilee's blog which allows her to post photographs and write text publicly celebrating each couple she photographs and to showcase their engagement or wedding to a broader audience than they would otherwise be able to if Emilee did not have a website. *See supra*, ¶¶ 88-93.

---

<sup>4</sup> All Division orders cited in this complaint are available on the Division's website. *See Orders*, New York Division of Human Rights, <https://dhr.ny.gov/orders> (last visited Apr. 5, 2021).

157. Emilee Carpenter Photography’s website (<https://www.emileecarpenter.com/>) is therefore also a place of public accommodation under and subject to the human rights law.

158. The human rights law prohibits “unlawful discriminatory practice[s]” in public accommodations (§ 296.2(a)) through two clauses: the “Accommodations Clause” and the “Publication Clause.”

159. The Accommodations Clause (§ 296.2(a)) makes it unlawful “for any person ... to refuse, withhold from or deny” any “person any of the ... advantages, ... or privileges” of a place of public accommodation “because of” sexual orientation.

160. As interpreted by New York, the Accommodations Clause prohibits Emilee from

- asking prospective clients whether they want her to photograph a same-sex engagement or wedding;
- exclusively offering photography services that promote and celebrate engagements and weddings between one man and one woman;
- declining requests for photography services that promote and celebrate same-sex engagements and weddings if she offers these services when they promote and celebrate opposite-sex engagements and weddings;
- maintaining a written policy or unwritten practice or binding her company to a policy of offering or providing photography services only for engagements and weddings celebrating marriage between one man and one woman;
- maintaining a written policy or unwritten practice or binding her company to a policy of uniformly declining requests to create photographs celebrating same-sex engagements and weddings while accepting requests to create photographs celebrating opposite-sex engagements and weddings;

- displaying only photographs and blog posts celebrating marriages between one man and one woman on Emilee Carpenter Photography’s website while declining to display any photographs or blog posts celebrating same-sex marriages; and
- providing any unequal treatment when providing photography services celebrating same-sex engagements and weddings compared to requests celebrating opposite-sex engagements and weddings.

161. As to the last point, the Accommodations Clause also makes it unlawful for Emilee to treat photography requests for same-sex engagements and weddings different from photography requests for opposite-sex weddings—whether by responding to the former more slowly, by always referring the former to another photographer, or by offering any part of her services to the latter but not the former, such as posting wedding photographs or blogs for opposite-sex weddings on her website but not posting wedding photographs or blogs for same-sex weddings.

162. In short, the Accommodations Clause forces Emilee to celebrate same-sex engagements or weddings and would require her to promote messages that violate her religious beliefs or require her to participate in religious ceremonies that violate her religious beliefs, something she cannot do. *See supra*, ¶¶ 109-23.

163. This undercuts Emilee’s message (expressed elsewhere in her photographs, website, blog, and social media sites) celebrating marriage between one man and one woman; harms Emilee’s reputation among her past and prospective clients; and adversely affects Emilee’s ability to share biblical truths about marriage with others.

164. The Publication Clause also hinders Emilee’s ability to explain on her own company’s website, social media sites, or directly to prospective clients her religious beliefs about marriage and what services her company provides.

165. Likewise, the Publication Clause prohibits Emilee from asking prospective clients questions sufficient for her to learn whether they are seeking photography services celebrating same-sex engagements or weddings so that she can be honest with them about the photographs she does and does not create.

166. The Publication Clause does these things through two sub-clauses: the “Denial Clause” and the “Unwelcome Clause.”

167. The Denial Clause (§ 296.2(a)) makes it unlawful “to publish, circulate, issue, display, post or mail any written or printed communication, notice or advertisement to the effect that any of the ... advantages, ... and privileges of any” public accommodation “shall be refused, withheld from or denied to any person on account of ... sexual orientation.”

168. The Unwelcome Clause (§ 296.2(a)) makes it unlawful “to publish, circulate, issue, display, post or mail any written or printed communication, notice or advertisement to the effect that ... the patronage or custom” at a public accommodation “of any person of or purporting to be of any particular ... sexual orientation ... is unwelcome, objectionable or not acceptable, desired, or solicited.”

169. The Publication Clause prohibits Emilee from explaining on her website and social media sites and directly to prospective clients, her religious beliefs about marriage and what types of engagement or wedding photography she provides.

170. Likewise, the civil rights law contains a “Discrimination Clause” which prohibits “any ... person” or “any firm, corporation or institution” from “discriminat[ing]” against any other person “because of ... sexual orientation.” N.Y. Civ. Rts. Law § 40-c(2).

171. Emilee is a person and Emilee Carpenter Photography is a “firm, corporation or institution” subject to the civil rights law.

172. The civil rights law operates identically to the Accommodations Clause and the Publication Clause’s Denial Clause as to Emilee, Emilee Carpenter Photography, and Emilee Carpenter Photography’s website.

173. Therefore, the civil rights law prohibits Emilee and her company from engaging in the same activities as the Accommodations Clause and the Publication Clause’s Denial Clause. *See supra*, ¶¶ 160-69.

Attorney General James independently enforces New York’s law with serious consequences.

174. New York is authorized to enforce the laws against Emilee in numerous ways.

175. Attorney General James accepts complaints alleging violations of New York’s laws “to address patterns, practices and policies of discrimination.” *See* <https://ag.ny.gov/civil-rights/complaint-forms>.

176. Attorney General James may file a civil action against public accommodations for alleged “repeated ... illegal acts” or the “persistent ... illegality in the carrying on, conducting or transaction of business” under the human rights law and civil rights law. N.Y. Exec. Law § 63(12). *See People v. Hamilton*, 125 A.D.2d 1000, 1001–02 (1986).

177. The New York Attorney General’s office has exercised its authority under Executive Law § 63(12) to investigate public accommodations for violating the human rights law and the civil rights law.

178. Attorney General James has exercised her authority under Executive Law § 63(12) to prosecute businesses for violating anti-discrimination laws.

179. Attorney General James considers a public accommodation’s policy of offering expressive services (like photography) celebrating opposite-sex weddings but not same-sex weddings or declining these services for same-sex weddings while offering

them for opposite-sex weddings to be a “pattern[], practice[] and polic[y] of discrimination” and a “repeated ... illegal act[]” or “persistent ... illegality” under New York’s law. *See* Br. for Mass. et al. as Amici Curiae in Support of Defs. at 10-14, 26-27, *303 Creative LLC v. Elenis*, No. 19-1413 (10th Cir. Apr. 29, 2020) (joined by Attorney General James).

180. In civil actions filed by Attorney General James, the court may impose penalties including injunctions, damages, and cancellations of certificates for limited liability companies. N.Y. Exec. Law § 63(12).

New York enforces the laws through aggressive enforcement mechanisms and paralyzing penalties.

181. The Division also accepts complaints against public accommodations from any “person or organization claiming to be aggrieved by an alleged unlawful discriminatory practice.” N.Y. Exec. App. § 465.3(a)(1); N.Y. Exec. Law § 297.1.

182. Advocacy organizations whose members are injured by an alleged discriminatory practice are an “aggrieved person” under the human rights law.

183. The human rights law authorizes “[a]ny person claiming to be aggrieved by an unlawful discriminatory practice” based on their “known relationship or association with” a member of a protected category to file a complaint against public accommodations with the Division. N.Y. Exec. App. § 466.14.

184. The Division accepts complaints against public accommodations from persons who reside outside of the state of New York. *See Keimel v. Manchester Newspapers*, No. 10102907, at 5 (N.Y. State Div. of Hum. Rights May 1, 2007).

185. Attorney General James may file a complaint alleging an unlawful discriminatory practice with the Division. N.Y. Exec. Law §§ 297.1; N.Y. Exec. App. § 465.3(a)(2).

186. The Division also has authority to file a complaint alleging an unlawful discriminatory practice on its own motion. N.Y. Exec. Law §§ 295.6(b), 297.1; N.Y. Exec. App. § 465.3(a)(3).

187. The Division describes its Division-initiated complaints as an “aggressive approach to fighting discrimination” in that the Division uses “vigorous prosecution of ... discriminatory practices through investigations and/or complaints initiated by the Division itself.” New York State Division of Hum. Rights, *2006/2007 Annual Report* 3 (2007), [https://dhr.ny.gov/sites/default/files/pdf/annualreport\\_2006-07.pdf](https://dhr.ny.gov/sites/default/files/pdf/annualreport_2006-07.pdf).

188. The Division has an entire unit dedicated to initiating complaints. *See* <https://dhr.ny.gov/agency-overview>.

189. The Division also has authority to use “testers” to investigate charges of discrimination. N.Y. Exec. Law § 295.6(b).

190. As a Division representative stated during a Division-sponsored webinar, the Division “can also initiate what’s called a Division initiated investigation. So, if we don’t have a claimant ... but ... there’s some suspicion of systemic pattern, then we can send in testers, we can send in investigators, and identify if there’s a systemic pattern of discrimination.” New York State Division of Human Rights, *GENDA & LGBTQ Rights Under the Human Rights Law-June 20, 2019 Webinar*, at 53:23-49, YouTube (June 24, 2019), [https://www.youtube.com/watch?v=UEk\\_uf1gDkI&t=3224s](https://www.youtube.com/watch?v=UEk_uf1gDkI&t=3224s).

191. The Division has used this authority to investigate public accommodations by reviewing their websites and initiating over 100 “test calls” to determine if the public accommodations complied with the human rights law. *See* <https://dhr.ny.gov/banking-services-improvements-2014>.

192. After settling these Division-initiated complaints, a Division representative claimed “these complaints should serve as a reminder that the Division’s authority is not limited to handling complaints from members of the public and that we can

and we will take action to identify and remedy Human Rights Law violations on our own initiative.” See <https://dhr.ny.gov/banking-services-improvements-2014>.

193. Overall, the Division has initiated complaints and/or used testers to investigate alleged discrimination more than one hundred times since 2015.

194. After the Division receives or files a complaint against a public accommodation, the Division shall “make prompt investigation” of the complaint to determine if there is probable cause to believe that an unlawful discriminatory practice occurred. N.Y. Exec. Law § 297.2(a).

195. During this investigation, Attorney General James and Commissioner Smith have significant authority.

196. Attorney General James “is authorized to take proof, issue subpoenas and administer oaths.” N.Y. Exec. Law § 297.1.

197. Likewise, the Division can subpoena witnesses, administer oaths, compel the production of documents, conduct “written or oral inquir[ies],” hold conferences, seek injunctions, or perform “any other method or combination thereof deemed suitable” for the investigation. N.Y. Exec. Law §§ 296.7, 297.3(a); N.Y. Exec. App. §§ 465.6(b), 465.9(a).

198. The investigatory process imposes a significant burden on the party opposing the complaint (the “respondent”).

199. For one thing, the Division must complete its investigation within 180 days of receiving the complaint and respondents must therefore respond to the Division’s inquiries within a limited timeframe. N.Y. Exec. Law § 297.2(a).

200. This investigation occurs in an adversarial process because the Division investigates the respondent on the complaining party’s behalf. N.Y. Exec. App. § 465.4(a), (d).

201. Once the Division completes its investigation it issues a probable-cause report. N.Y. Exec. Law § 297.2(a); N.Y. Exec. App. § 465.8.

202. During the investigation and after a probable-cause finding, the Division may attempt to settle the complaint with the respondent. N.Y. Exec. App. §§ 465.7(a)(1), 465.15.

203. Settlement agreements require respondents “to refrain or cease and desist from the commission of unlawful discriminatory practices in the future” and may contain other terms. N.Y. Exec. App. §§ 465.7(b), 465.16(b)(2).

204. Also after a probable-cause finding and if the complaint is not settled, the respondent must submit a sworn answer to the “complaint and appear at a public hearing.” N.Y. Exec. Law § 297.4(a); N.Y. Exec. App. § 465.11(a), (c).

205. The Division assigns a hearing examiner to conduct the hearing. N.Y. Exec. App. § 465.12(d)(1).

206. If the respondent refuses to answer the complaint, the hearing examiner may enter a default judgment against the respondent. N.Y. Exec. Law § 297.4(b); N.Y. Exec. App. § 465.11(e).

207. The complaint is supported by the Division’s attorneys, by the Division’s attorneys and the complainant’s attorneys, or by the complainant’s attorneys with the Division’s approval. N.Y. Exec. Law § 297.4(a); N.Y. Exec. App. § 465.13(g), (h).

208. At the Division’s request, Attorney General James may also prosecute the human rights law in any civil action. N.Y. Exec. Law §§ 63(9).

209. Before the hearing, Commissioner Smith and the Division may issue subpoenas to compel witnesses to appear and testify and to require the production of documents. N.Y. Exec. App. § 465.14(a).

210. During the hearing, the hearing examiner has significant authority, including receiving and excluding evidence, examining witnesses, and permitting oral arguments and briefs. *See* N.Y. Exec. App. § 465.12(e), (o).

211. After the hearing, the hearing examiner prepares a proposed order for the Commissioner’s approval. N.Y. Exec. App. § 465.17(c).

212. If Commissioner Smith finds that a respondent has engaged in an unlawful discriminatory practice, he can award significant remedies such as:

- requiring respondent “to cease and desist from” the unlawful practice;
- requiring a public accommodation to provide the “advantage[],” or “privilege[]” which was the subject of the complaint;
- awarding compensatory damages;
- assessing civil fines up to fifty thousand dollars for unlawful discriminatory acts and up to one hundred thousand dollars for unlawful discriminatory acts which are “willful, wanton or malicious”; and
- mandating compliance reports. N.Y. Exec. Law § 297.4(c), (e).

213. The Division has also required places of public accommodations to establish “anti-discrimination training and procedures.” *McCarthy v. Liberty Ridge Farm, LLC*, Nos. 10157952 & 10157963, at 23 (N.Y. State Div. of Hum. Rights July 2, 2014); *Scipio v. Wal-Mart Stores East, L.P.*, No. 10114171, at 13 (N.Y. State Div. of Hum. Rights Mar. 31, 2009).

214. The Division has also fined owners or agents of public accommodations in their personal capacity. *McCarthy v. Liberty Ridge Farm, LLC*, Nos. 10157952 & 10157963, at 20-21 (N.Y. State Div. of Hum. Rights July 2, 2014).

215. If a public accommodation violates any order of the Division, the owner of the public accommodation “shall be guilty of a misdemeanor” and may be fined five hundred dollars and be imprisoned for not more than one year. N.Y. Exec. Law § 299.

216. Attorney General James has authority to criminally prosecute public accommodations who violate a Division order. *See* N.Y. Exec. Law 63(10).

217. District Attorney Wetmore also has authority to criminally prosecute public accommodations who violate a Division order. *See* N.Y. County Law § 700.

218. The Division actively receives and initiates complaints for alleged violations of New York’s human rights law, including those that allege discrimination because of sexual orientation in violation of the Accommodations and Publication Clauses.

219. Between fiscal years 2012 and 2018, the Division received, investigated, and processed approximately 1,740 complaints against places of public accommodation under New York’s law, including many complaints alleging sexual orientation discrimination.

220. The human rights law also permits “[a]ny person claiming to be aggrieved by an unlawful discriminatory practice” to file a civil action directly “in any court of appropriate jurisdiction” where he or she can recover the same relief as if the complaint were filed with the Division. N.Y. Exec. Law. § 297.9.

221. Likewise, the civil rights law authorizes any “person aggrieved” by an act of discrimination to file suit “in any court of competent jurisdiction in the county in which the defendant shall reside.” N.Y. Civ. Rts. Law § 40-d.

222. Prior to filing suit, the aggrieved person must provide notice of suit to the Attorney General. N.Y. Civ. Rts. Law § 40-d.

223. The purpose of this notice is to supply the Attorney General with sufficient information to administer, enforce, and prosecute the civil rights law.

224. If any person is found to have discriminated against any other person because of sexual orientation, that person shall “be liable to a penalty of not less than one hundred dollars nor more than five hundred dollars” and “shall be deemed guilty of a class A misdemeanor.” N.Y. Civ. Rts. Law § 40-d.

225. Attorney General James has authority to criminally prosecute any person who violates the civil rights law. *See* N.Y. Exec. Law 63(10).

226. District Attorney Wetmore also has authority to criminally prosecute any person who violates the civil rights law. *See* N.Y. County Law § 700.

227. District Attorney Wetmore may commence a criminal action against a person under the civil rights law without notifying Attorney General James.

New York's law imposes overwhelming burdens on Emilee's wedding photography.

228. New York's laws have imposed and continue to impose significant pressures and burdens on Emilee and on how she operates and communicates about Emilee Carpenter Photography.

229. For example, Emilee wants to amend her company's operating agreement to include a "Beliefs and Practices" policy statement that explains her artistic and religious beliefs for choosing to promote certain ideas but not others.

230. A true and correct copy of the "Beliefs and Practices" policy statement Emilee desires to adopt is attached to this complaint as Exhibit 1.

231. Emilee wants to adopt this editorial policy as an addendum to Emilee Carpenter Photography's operating agreement because it provides a policy that constrains Emilee Carpenter Photography's operations and ensures that its work is consistent with her artistic and religious beliefs; specifies the policies and editorial decisions that Emilee Carpenter Photography must follow when determining whether to provide requested services; ensures that the policies and editorial decisions indicated in the "Beliefs and Practices" policy will be applied consistently; and effectively and thoroughly explains her editorial decisions for not creating certain types of photography.

232. But the Accommodations and Discrimination Clauses prohibit Emilee from adopting Emilee Carpenter Photography's desired "Beliefs and Practices" policy because the policy binds Emilee Carpenter Photography to not photograph same-sex weddings, which New York equates to refusing or withholding goods, services, advantages, or privileges from a person because of their sexual orientation. *See, e.g., infra*, ¶¶ 262, 285-99.

233. Because of the Accommodations and Discrimination Clauses, Emilee Carpenter Photography has not and will not formally amend its operating agreement to include its desired “Beliefs and Practices” policy (Exhibit 1).

234. By forbidding Emilee from adopting her desired written editorial policy, the Accommodations and Discrimination Clauses have and continue to undercut Emilee’s ability to exercise editorial judgment over her wedding photography and photography business, hinders her ability to bind future owners and employees to promote messages Emilee agrees with, hinders her ability to plan her business, and effectively requires Emilee to accept projects promoting messages contrary to her beliefs.

235. The Accommodations, Publication, and Discrimination Clauses have and continue to hinder Emilee’s ability to operate her business as efficiently as possible in other ways as well.

236. For example, Emilee wants to ask prospective clients questions sufficient for her to learn whether they are seeking photography services celebrating same-sex engagements or weddings so that she can be transparent with them and let them know she does not create these photographs.

237. But the Accommodations, Publication, and Discrimination Clauses forbid Emilee from asking this question.

238. In turn, Emilee has had to research and continues to research every wedding photography request she receives to determine if the request seeks services that violate her beliefs.

239. Doing this research takes time and effort and reduces the amount of time and effort Emilee can spend operating her business.

240. Likewise, this process has and continues to cause Emilee to lose business opportunities because Emilee does not respond to requests if she cannot confirm that the request is for an engagement or wedding between one man and one woman.

241. Emilee has and continues to ignore many requests because she could not confirm through research whether the request was for an engagement or wedding between one man and one woman or a same-sex engagement or wedding.

242. In the past year, Emilee has ignored more than ten requests because she could not confirm through research whether the request was for an engagement or wedding between one man and one woman or a same-sex engagement or wedding.

243. On average, more than ten percent of prospective clients who contact Emilee to make a request become actual clients of Emilee's for whom she provides photography services.

244. Therefore, Emilee has lost revenue from photographing at least one engagement or wedding because of the Accommodations, Publication, and Discrimination Clauses.

245. Emilee has photographed at least one less engagement or wedding than she otherwise would have because of the Accommodations, Publication, and Discrimination Clauses.

246. The Accommodations, Publication, and Discrimination Clauses also have prohibited and continue to prohibit Emilee from posting on her business website a statement explaining her religious reasons for why she only promotes marriages between one man and one woman.

247. A true and correct copy of this statement is attached to the complaint as Exhibit 2.

248. Emilee wants to post this statement to briefly explain her services and beliefs to the public and to prospective clients because Emilee is religiously motivated to be transparent and honest with clients, potential clients, and the public. *Supra*, ¶ 45.

249. By posting this statement, Emilee will be able to explain why she can only promote and celebrate marriages between one man and one woman and will avoid giving any false impression about what she will and will not create.

250. Emilee also hopes that by posting this statement explaining her religious beliefs, prospective clients and the public will come to appreciate her point of view even if they disagree with it.

251. Emilee also wants to make statements materially similar to Exhibit 2 directly to prospective clients when asked to explain her services.

252. If Emilee posted her desired statement (Exhibit 2), or materially similar statements on her website or made materially similar statements directly to prospective clients, she would violate the Accommodations, Publication, and Discrimination Clauses.

253. Because of the Accommodations, Publication, and Discrimination Clauses, Emilee has not and will not post her desired statement (Exhibit 2), or materially similar statements, on her website or make materially similar statements directly to prospective clients.

254. By preventing Emilee from effectively communicating the photography services she can and cannot provide, the Accommodations, Publication, and Discrimination Clauses have required and continue to require Emilee to spend additional time and effort researching the requests she receives, reduces the amount of time and effort she spends on operating her business, and causes her to lose out on business opportunities and profit.

255. By preventing Emilee from effectively communicating the photography services she can and cannot provide, the Accommodations, Publication, and Discrimination Clauses also have caused and continue to cause Emilee reputational harm by preventing her from clearly and honestly communicating her religious and artistic beliefs to prospective clients and the public.

256. If not for the Accommodations, Publication, and Discrimination Clauses, Emilee would immediately initiate activities motivated by her religious beliefs.

257. For example, if not for the Accommodations and Discrimination Clauses, Emilee would immediately sign and formally adopt her desired “Beliefs and Practices” policy (Exhibit 1) to bind her company to promote messages consistent with Emilee’s religious beliefs.

258. If not for the Accommodations, Publication, and Discrimination Clauses, Emilee would immediately begin asking prospective clients questions sufficient for her to determine whether they are seeking photography services celebrating a same-sex engagement or wedding.

259. If not for the Accommodations, Publication, and Discrimination Clauses, Emilee would immediately post the statement in Exhibit 2 or materially similar statements on her business website and directly to prospective clients.

260. Because of the severely intrusive nature of New York laws’ investigative process (including the process described in paragraphs 194 to 211), the fear of going through this process has forced Emilee to refrain from the activities described above (including the activities described in paragraphs 229 to 258).

261. Likewise, Emilee has and continues to refrain from the activities described above because she faces a credible threat and substantial risk that she will be investigated or prosecuted under New York’s laws for engaging in these activities.

262. For example, Attorney General James and the Division have taken the formal position that public accommodations discriminate on the basis of sexual orientation if they (A) have a religiously-based policy and practice of offering services celebrating opposite-sex weddings but not same-sex weddings or (B) have a religiously-based policy and practice of declining to provide services celebrating same-sex weddings while offering them for opposite-sex weddings. *See Br. for Mass. et al. as Amici Curiae in Support of Defs. at 10-14, 26-27, 303 Creative LLC v. Elenis*, No. 19-1413 (10th Cir. Apr. 29, 2020) (joined by Attorney General James);

*McCarthy v. Liberty Ridge Farm, LLC*, Nos. 10157952 & 10157963, at 17-19 (N.Y. State Div. of Hum. Rights July 2, 2014).

263. In fact, the Division has already investigated and prosecuted business owners who declined to host a same-sex wedding because of the owners' religious beliefs about marriage. *See infra*, ¶¶ 287-92.

264. The Division has also prosecuted, punished, and fined a public accommodation for having a "policy of accepting only opposite sex personal ads." *See Keimel v. Manchester Newspapers*, No. 10102907, at 5 (N.Y. State Div. of Hum. Rights May 1, 2007).

265. Likewise, Emilee is refraining from the activities described above because she has already received several requests to provide photography services for same-sex weddings, which expose her to being investigated or prosecuted under New York's laws.

266. In fact, Emilee has determined she has already received at least seven requests to provide photography celebrating same-sex weddings in the last year.

267. Emilee has declined these requests by not responding to them.

268. Emilee is also refraining from the activities described above (including the activities described in paragraphs 229 to 258) because she faces a credible threat and substantial risk that she will receive more requests to provide photography services for same-sex engagements or weddings, thereby further increasing her chances of being investigated or prosecuted under New York's laws because Emilee will always decline these requests.

269. Emilee's desire to incorporate a "Beliefs and Practices" policy (Exhibit 1) in her operating agreement and post Exhibit 2 on her website has only increased because she has received so many recent requests to photograph same-sex weddings and each request subjects her business to lawsuits.

270. Faced with this reality, Emilee realized that she needs to be clearer and more transparent with the public about what artwork she can and cannot create and that she needs to formalize her policies and practices to better explain and protect her artistic and religious freedom.

271. Likewise, Emilee is refraining from posting Exhibit 2 or making materially similar statements on her business website or social media sites and directly to prospective clients because she faces a credible threat and substantial risk that she will be investigated or prosecuted under New York's laws for making these statements even if she does not receive a request to provide photography services for same-sex engagements or weddings.

272. For example, Attorney General James has taken the formal position that public accommodations discriminate on the basis of sexual orientation if they publish communications with the effect of declining expressive services celebrating same-sex weddings but not opposite-sex weddings. *See* Br. for Mass. et al. as Amici Curiae in Support of Defs. at 13--4, *303 Creative LLC v. Elenis*, No. 19-1413 (10th Cir. Apr. 29, 2020) (joined by Attorney General James).

273. The Division has investigated and prosecuted a complaint for an employment advertisement that violated New York's employment law (§ 296.1(d)) after the complainant viewed the advertisement and had "negative feelings" but did not apply for the advertised job. *Sullivan v. Animal Fair Media, Inc.*, No. 10122835, at 4-6 (N.Y. State Div. of Hum. Rights Feb. 18, 2011).

274. Indeed, to file a complaint based on an advertisement, a complainant need only see the advertisement and claim to be personally aggrieved by it.

275. The Division has also initiated on its own motion a complaint for an employment advertisement that violated New York's employment law (§ 296.1(d)) even without identifying a person aggrieved by the advertisement. *N.Y. State Div. of*

*Human Rights v. Golden Mine 2000*, No. 10169517, at 3-7 (N.Y. State Div. of Hum. Rights Apr. 28, 2016).

276. Since launching her business's website, Emilee's website has received almost 3,000 unique views.

277. Therefore, Emilee faces a credible threat and substantial risk that a person will view her desired statement (if posted) and file a complaint with the Division.

278. Likewise, Emilee faces a credible threat and substantial risk that the Division would learn of her business, submit a "tester," and initiate a complaint against her if she posted her desired statement. *See, e.g., supra*, ¶¶ 189-93.

279. Emilee also faces a credible threat and substantial risk of being investigated or prosecuted under New York's law by declining additional requests to provide photography services celebrating same-sex engagements or weddings because of New York's demographics.

280. For example, as of 2019, almost sixty-five thousand same-sex couples live in New York. *See* <https://www.census.gov/data/tables/time-series/demo/same-sex-couples/ssc-house-characteristics.html>.

281. Between 2012 and 2017, almost 16,000 same-sex couples married in the state of New York, excluding same-sex marriages in New York City. *See* [https://www.health.ny.gov/statistics/vital\\_statistics/2012/table47a.htm](https://www.health.ny.gov/statistics/vital_statistics/2012/table47a.htm); [https://www.health.ny.gov/statistics/vital\\_statistics/2013/table47a.htm](https://www.health.ny.gov/statistics/vital_statistics/2013/table47a.htm); [https://www.health.ny.gov/statistics/vital\\_statistics/2014/table47a.htm](https://www.health.ny.gov/statistics/vital_statistics/2014/table47a.htm); [https://www.health.ny.gov/statistics/vital\\_statistics/2015/table47a.htm](https://www.health.ny.gov/statistics/vital_statistics/2015/table47a.htm); [https://www.health.ny.gov/statistics/vital\\_statistics/2016/table47a.htm](https://www.health.ny.gov/statistics/vital_statistics/2016/table47a.htm); [https://www.health.ny.gov/statistics/vital\\_statistics/2017/table47a.htm](https://www.health.ny.gov/statistics/vital_statistics/2017/table47a.htm).

282. Upon information and belief, statistics for same-sex marriages within New York City are separately maintained.

283. As of 2016, there were a total of approximately 16,000 married same-sex couples in New York City and more than 33,000 married same-sex couples in New York State. See <https://comptroller.nyc.gov/reports/same-sex-marriage-new-insights-from-the-2016-american-community-survey/>.

284. Overall, New York has the second highest LGBT population in the United States with over 700,000 people who identify as lesbian, gay, or bisexual. See <https://williamsinstitute.law.ucla.edu/wp-content/uploads/LGBT-Adult-US-Pop-Jul-2020.pdf>.

New York only prosecutes its laws against views the government disfavors.

285. New York interprets its laws' prohibition on sexual-orientation discrimination as prohibiting businesses from declining to offer or provide services celebrating same-sex marriage because of the business owner's religious objections to same-sex marriage.

286. For example, Attorney General James equates a public accommodation's decision to only celebrate marriages between a man and a woman to be sexual orientation discrimination "[n]o matter the sincerity of a business owner's religious beliefs or other deeply held views." Br. for Mass. et al. as Amici Curiae in Support of Defs. at 10, *303 Creative LLC v. Elenis*, No. 19-1413 (10th Cir. Apr. 29, 2020) (joined by Attorney General James).

287. Attorney General James adopts the former Attorney General of New York's view that public accommodations violate New York's laws if they decline to celebrate a same-sex marriage even based on "[r]eligious objections to same-sex marriage." Br. for the Att'y Gen. of New York as Amicus Curiae in Support of Resp't at \*18, *Gifford v. McCarthy*, 137 A.D.3d 30 (N.Y. App. Div. 2016), 2015 WL 13813477.

288. Likewise, the Division considers it to be sexual-orientation discrimination if a public accommodation declines to celebrate a same-sex wedding “even if the [public accommodation’s] action reflected its owners’ sincere religious beliefs.” Br. and App. on Behalf of Resp’t State Div. of Hum. Rights at 32, *Gifford v. McCarthy*, 137 A.D.3d 30 (N.Y. App. Div. 2016).

289. The Division, with the New York State Attorney General’s Office’s support, recently prosecuted and fined a wedding venue and its owners for maintaining a policy of only hosting marriages between one man and one woman. *See McCarthy v. Liberty Ridge Farm, LLC*, Nos. 10157952 & 10157963, at 17-22 (N.Y. State Div. of Hum. Rights July 2, 2014).

290. The Division punished the wedding venue and its owners even though the policy was a result of the owners’ “specific religious belief regarding marriage’, i.e. that it should be between a man and a woman.” *See McCarthy v. Liberty Ridge Farm, LLC*, Nos. 10157952 & 10157963, at 10 (N.Y. State Div. of Hum. Rights July 2, 2014).

291. Yet the Division dismisses complaints against public accommodations when they articulate a non-religious legitimate and nondiscriminatory reason for declining a request. *See Battaglia v. Buffalo Niagara Intro., Inc.*, No. 10138581, at 5-6 (N.Y. State Div. of Hum. Rights Jan. 28, 2012); *Morgan v. Zaharo Cab Corp.*, No. 10117888, at 4-5 (N.Y. State Div. of Hum. Rights Nov. 14, 2008).

292. By punishing the wedding venue and its owners, the Division manifests hostility towards religious beliefs like Emilee’s.

293. The Division manifests hostility towards religious beliefs like Emilee’s by treating religious objections to celebrating same-sex marriage worse than other public accommodations’ non-religious legitimate and nondiscriminatory reasons for declining to provide other services.

294. The Division also manifests hostility towards religious beliefs like Emilee's by concluding that such religious beliefs are themselves illegitimate and discriminatory.

295. Attorney General James has manifested hostility towards religious beliefs like Emilee's by concluding "[a]n objection to two people of the same sex marrying" regardless of "the sincerity of a business owner's religious beliefs" is equivalent to sexual orientation discrimination. Br. for Mass. et al. as Amici Curiae in Support of Defs. at 9-10, *303 Creative LLC v. Elenis*, No. 19-1413 (10th Cir. Apr. 29, 2020) (joined by Attorney General James).

296. For example, Attorney General James also called the United States Supreme Court's decision in *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission*, 138 S.Ct. 1719 (2018), condemning a state's hostility towards religious beliefs like Emilee's, "a setback for all of us committed to moving our country forward." <https://twitter.com/TishJames/status/1003779868465786880>.

297. As applied to Emilee, New York's laws prohibit her from promoting and celebrating her religious views about marriage by providing wedding photography services exclusively for engagements and weddings celebrating one man and one woman, but this law allows other wedding photographers to promote and celebrate their views supporting same-sex marriage.

298. Also as applied to Emilee, New York's laws prohibit Emilee Carpenter Photography's website from only offering to display and promote engagements and weddings between one man and one woman and from declining to display or promote same-sex engagements and weddings, but this law allows other wedding photographers to display, promote, and celebrate their views supporting same-sex marriage on their websites.

299. This distinction in treatment is based on the particular view that a photographer holds about marriage and the content that photographer expresses, both through the photographer's services and on the photographer's website.

300. Many photographers in New York offer to photograph opposite-sex and same-sex engagements and weddings.

301. For example, Wedding Wire is an online service that allows individuals to search for wedding vendors (including wedding photographers), and it lists over 2,300 wedding photographers in New York. See <https://www.weddingwire.com/c/ny-new-york/wedding-photographers/10-sca.html>.

302. Wedding Wire's Nondiscrimination Policy prohibits its vendors—including wedding photographers—from "refusing to provide or accept services" based on sexual orientation. See <https://www.weddingwire.com/corp/legal/terms-of-use>.

303. Upon information and belief, there are at least 2,300 photographers in New York who will photograph same-sex and opposite-sex weddings.

304. Many New York-based photographers who photograph opposite-sex weddings also promote and celebrate same-sex marriage on their social media sites, blogs, and websites.

305. For example, many New York-based photographers write statements on their websites or social media sites expressing their support for same-sex marriage, their willingness to photograph same-sex weddings, and their celebration of same-sex marriage, and they display photographs of same-sex weddings on their websites, blogs, and social media sites that positively depict same-sex weddings.

306. Emilee is in direct competition with the photographers identified above and personally competes in the same arena in terms of competing for clients seeking a photographer for opposite-sex engagement sessions or weddings.

307. But New York's laws illegally impose increased burdens on Emilee that it does not impose on these other New York businesses, which gives her competitors a competitive advantage.

308. For example, to avoid being harmed by New York's laws, Emilee has and continues to refrain from adopting her desired policy into her company's operating agreement (Exhibit 1), publishing her desired statement (Exhibit 2), and tailoring her services, website, and operating her business in certain ways, while these other New York photography businesses do not face these obstacles because they willingly promote opposite-sex and same-sex weddings.

309. Emilee is religiously motivated to share her beliefs that God designed marriage to be between one man and one woman with her clients and with the public in an effort to persuade her clients and the public that this design for marriage should be celebrated. *See supra*, ¶¶ 19-24, 46-49, 104-08.

310. But New York's laws create an uneven playing field upon which Emilee has not and still cannot advocate for her views on marriage in the public arena on equal terms with New York photography businesses that promote opposite-sex and same-sex weddings.

311. Emilee also cannot direct her marketing to business opportunities consistent with her artistic and religious beliefs, bind her company to follow her artistic and religious beliefs about marriage, or tailor her services or operate her business in certain ways, while New York photography businesses that promote opposite-sex and same-sex weddings face no such restrictions.

312. Emilee has expended and continues to expend resources to research every engagement and wedding request she receives before responding to the request and loses business opportunities when she cannot confirm the request is consistent with her religious views, while other New York photography businesses that promote

opposite-sex and same-sex weddings need not engage in this research or lose these opportunities.

313. These differences have made and continue to make it harder for Emilee to compete and intensify the competition in the wedding photography market, have made and will make it easier for her competition to compete against her, have lowered and will lower the costs and effort other businesses exert when offering wedding photography, illegally structure a competitive environment, have made and will make it harder for Emilee to promote or market her business and views on marriage in comparison to these other businesses, and have imposed and will impose a reputational harm on her business that these other businesses do not suffer.

314. Additionally, although New York's laws restrict Emilee's desired activities, they make several exemptions from its discrimination provisions for public accommodations, employers, and landlords. *See, e.g.*, N.Y. Exec. Law § 292.9 (excluding certain public and private accommodations from New York's law); § 296.1(d) (allowing employers to state preferences in postings for bona fide occupational qualifications); § 296.2(b) (exempting public accommodations on case-by-case basis from law as to sex when "based on bona fide considerations of public policy"); § 296.3(b) (allowing employers to discriminate based on disability if accommodating employee's disability would cause an "undue hardship"); § 296.5(a) (allowing landlords to restrict rental of all rooms in a housing accommodation to individuals of the same sex); § 296.10(a) (allowing employers to discriminate based on religion if accommodating employee's religious beliefs would cause an "undue hardship").

315. New York laws also allow medical offices to refer certain classes of patients to other offices if the referral is based on sound medical judgment without violating its laws.

316. New York also exempts religious entities from providing “services, accommodations, advantages, facilities, goods, or privileges for the solemnization or celebration of a marriage.” N.Y. Dom. Rel. Law § 10-b

317. These exemptions undermine any basis for compelling Emilee to create wedding photography or write blogs celebrating same-sex weddings.

### **Legal Allegations**

318. Plaintiffs and Plaintiffs’ website are subject to and must comply with New York’s Accommodations, Publication, and Discrimination Clauses.

319. These clauses violate Plaintiffs’ constitutional rights, and chill and deter Plaintiffs from exercising their constitutional rights.

320. As a direct and proximate result of Defendants’ violations of Plaintiffs’ constitutional rights, Plaintiffs have suffered and will suffer ongoing irreparable harm and economic injury (including lost business), entitling Plaintiffs to declaratory and injunctive relief.

321. Plaintiffs do not have an adequate monetary or legal remedy for the loss of their constitutional rights.

322. Unless Defendants are enjoined, Plaintiffs will continue to suffer irreparable harm and economic injury.

### First Cause of Action

#### First Amendment: Freedom of Speech, Association, and Press

323. Plaintiffs repeat and reallege each allegation contained in paragraphs 1-322 of this complaint.

324. The First Amendment’s Free Speech and Press Clauses protect Plaintiffs’ ability to speak; to create, publish, sell, and distribute speech; to associate with others for expressive purposes; and to associate with messages of Plaintiffs’ choosing.

325. The First Amendment also protects Plaintiffs' ability not to speak; to exercise editorial control over their speech; to operate their expressive business to express their views; to decline to create, publish, sell, or distribute speech; and to decline to associate with others and with other messages for expressive purposes.

326. The First Amendment also protects Plaintiffs' right to be free from content, viewpoint, and speaker-based discrimination, overbroad restrictions on speech, and vague laws allowing unbridled discretion by enforcement officials.

327. The First Amendment also prohibits the government from conditioning a benefit on the relinquishment of any First Amendment right.

328. Plaintiffs' wedding photography, and all activities associated with this service, are forms of protected speech and expressive association, and Plaintiffs publish their speech to the public.

329. As applied to Plaintiffs, the Accommodations and Discrimination Clauses compel speech Plaintiffs object to, interfere with their editorial judgment, compel them to sell, publish, and disseminate speech they object to, compel them to engage in expressive associations they deem objectionable, forbid them from tailoring their business, exercising their editorial discretion in their business, and from adopting certain policies, and regulate speech, association, and publication based on content, viewpoint, and speaker identity.

330. As applied to Plaintiffs, the Accommodations and Discrimination Clauses condition their ability to participate in the wedding industry and to create wedding photography promoting marriage between one man and one woman on the requirement that Plaintiffs also create wedding photography promoting marriages other than those between one man and one woman.

331. As applied to Plaintiffs, the Accommodations, Publication, and Discrimination Clauses are content, viewpoint, and speaker-based regulations that ban, chill, and burden Plaintiffs' desired speech (and publication of that speech) on

Emilee Carpenter Photography’s website and directly to prospective clients, and that inhibits Plaintiffs from forming expressive associations they desire to form and from avoiding expressive associations they want to avoid.

332. As applied to Plaintiffs, the Publication Clauses’ Unwelcome Clause and the Discrimination Clause is vague and allows Defendants unbridled discretion to evaluate speech and then discriminate based on content and viewpoint in determining whether to apply the Unwelcome and Discrimination Clauses.

333. The Publication Clause’s Unwelcome Clause is also facially unconstitutional because it is vague, overbroad, allows unbridled discretion, and is a content-based and viewpoint-based regulation that bans, chills, and burdens speech, association, and publication of speech.

334. Plaintiffs have not and will not engage in certain protected speech because of the Accommodations, Publication, and Discrimination Clauses.

335. If not for the Accommodations, Publication, and Discrimination Clauses, Plaintiffs would immediately begin to engage in this protected speech.

336. Defendants do not serve any compelling or even valid interest in a narrowly tailored way by infringing on Plaintiffs’ free-speech, free-association, and free-press rights.

337. Accordingly, as applied to Plaintiffs, the Accommodations, Publication, and Discrimination Clauses violate the First Amendment’s protections for free speech, free association, and free press.

338. Accordingly, the Publication Clause’s Unwelcome Clause facially violates the First Amendment’s protections for free speech, free association, and free press.

Second Cause of Action

First Amendment: Free Exercise of Religion

339. Plaintiffs repeat and reallege each allegation contained in paragraphs 1–322 of this complaint.

340. The First Amendment’s Free Exercise Clause protects Plaintiffs’ right to operate their business, to create expression, to not create expression, to participate in religious exercises, to not participate in religious exercises, to speak, to not speak, to associate, and to not associate in accordance with their religious beliefs.

341. The First Amendment also protects Plaintiffs from having special disabilities imposed on the basis of stating disfavored religious views, being subject to individualized assessments, being subject to laws that lack neutrality and general application, being targeted for their religious beliefs, and being punished for exercising their religious beliefs.

342. Plaintiffs exercise their religion under the First Amendment when they operate their business, adopt policies consistent with their religious beliefs, exercise their editorial judgment consistent with their religious beliefs, honestly communicate with clients and prospective clients about the photography they can and cannot create, participate in wedding ceremonies, and celebrate marriages between one man and one woman.

343. As applied to Plaintiffs, the Accommodations, Publication, and Discrimination Clauses substantially burden Plaintiffs’ sincerely held religious beliefs by requiring them either to operate their expressive business in ways that violate their religious beliefs or to close their business, by preventing them from maintaining policies consistent with their religious views on marriage, by stopping them from being honest with prospective clients by barring them from stating what messages they will not express due to their religious beliefs, by preventing their religiously motivated speech, by compelling speech that they are religiously

obligated to avoid, and by forcing their participation in activities prohibited by their religious beliefs.

344. The Accommodations, Publication, and Discrimination Clauses do not force nonreligious persons and businesses, or persons and business with favored religious views, to choose between these same options when faced with requests to promote messages they disagree with or when they must decide how to explain why they decline to promote certain messages.

345. The Accommodations, Publication, and Discrimination Clauses impermissibly prefer secular views over religious views, and certain religious views over others, by allowing those who own and operate public accommodations to express beliefs (religious or otherwise) in favor of same-sex marriage but not allowing them to express religious beliefs against same-sex marriage.

346. The Accommodations, Publication, and Discrimination Clauses are not facially or operationally neutral or generally applicable, are hostile towards religion, target and show favoritism towards certain religious beliefs, and impose special disabilities on Plaintiffs due to their religious beliefs.

347. The Accommodations, Publication, and Discrimination Clauses are not neutral or generally applicable because New York's laws and other laws and regulations adopted by New York contain several categorical exemptions, yet Defendants refuse to grant a religious exemption to Plaintiffs.

348. The Accommodations, Publication, and Discrimination Clauses also violate Plaintiffs' free-exercise rights under the hybrid-rights doctrine because they implicate free-exercise rights in conjunction with other constitutional protections, like the rights to free speech, association, and press.

349. The Accommodations, Publication, and Discrimination Clauses impose severe coercive pressure on Plaintiffs to change or violate their religious beliefs and to stop operating their business according to their religious beliefs.

350. Plaintiffs have not and will not engage in certain religiously motivated conduct because of the Accommodations, Publication, and Discrimination Clauses.

351. If not for the Accommodations, Publication, and Discrimination Clauses, Plaintiffs would immediately begin to act in ways motivated by their religious beliefs.

352. Defendants do not serve any compelling or even valid interest in a narrowly tailored way by infringing the rights to freely exercise their religion.

353. Accordingly, as applied to Plaintiffs, the Accommodations, Publication, and Discrimination Clauses violate the First Amendment's protections to freely exercise religion.

Third Cause of Action  
First Amendment: Establishment Clause

354. Plaintiffs repeat and reallege each allegation contained in paragraphs 1–322 of this complaint.

355. The First Amendment's Establishment Clause protects Plaintiffs' right to participate and to not participate in religious exercises in ways consistent with their religious beliefs.

356. The Accommodations and Discrimination Clauses force Plaintiffs to participate in religious exercises contrary to their sincere religious beliefs.

357. Defendants do not serve any compelling or even valid interest in a narrowly tailored way by compelling Plaintiffs to participate in religious exercises contrary to their sincerely held religious beliefs.

358. Accordingly, as applied to Plaintiffs, the Accommodations and Discrimination Clauses violate the First Amendment's protections to be free from the establishment of religion.

Fourth Cause of Action  
Fourteenth Amendment: Due Process

359. Plaintiffs repeat and reallege each allegation contained in paragraphs 1-322 of this complaint.

360. The Fourteenth Amendment's Due Process Clause prohibits the government from censoring speech using vague standards that grant unbridled discretion to government officials to arbitrarily prohibit some speech and that fail to give speakers sufficient notice regarding whether their desired speech violate New York's law.

361. The Publication Clause's Unwelcome Clause prohibits any place of public accommodation from making "written or printed communication, notice or advertisement, to the effect that" a person's "patronage or custom" at the place of public accommodation is "unwelcome, objectionable or not acceptable, desired, or solicited" because of the person's sexual orientation.

362. New York's law nowhere defines "unwelcome, objectionable or not acceptable, desired, or solicited."

363. Plaintiffs, Defendants, and third parties of ordinary intelligence cannot know what communications made on a public accommodation's website, made on a public accommodation's social media sites, or made directly to prospective clients indicate a person's "patronage or custom" at a place of public accommodation is "unwelcome, objectionable or not acceptable, desired, or solicited" and therefore cannot know what is prohibited by the Unwelcome Clause.

364. Defendants can use this vagueness, and the unbridled discretion it provides, to apply the Unwelcome Clause in a way that discriminates against content, viewpoints, and actions Defendants disfavor.

365. Accordingly, facially and as applied to Plaintiffs, the Publication Clause's Unwelcome Clause violates the Fourteenth Amendment's Due Process Clause.

### **Prayer for Relief**

Plaintiffs respectfully ask this Court to enter judgment against Defendants and provide the following relief:

1. A preliminary and permanent injunction to stop Defendants and any person acting in concert with them from:
  - a. enforcing the Accommodations, Publication, and Discrimination Clauses as applied to Plaintiffs' constitutionally protected speech, association, free press, religious exercise rights, and their right to be free from religious establishments; and
  - b. enforcing the Publication Clause's Unwelcome Clause facially.
2. A declaration that the Accommodations, Publication, and Discrimination Clauses has violated and continues to violate Plaintiffs' First Amendment rights under the United States Constitution to engage in speech, association, press, free exercise of religion, and to be free from the establishment of religion as applied to Plaintiffs' constitutionally protected activities;
3. A declaration that the Publication Clause's Unwelcome Clause facially violates the United States Constitution's First Amendment protections for speech and press and the Fourteenth Amendment protections for due process;
4. That this Court adjudge, decree, and declare the rights and other legal relations of the parties to the subject matter here in controversy so that these declarations shall have the force and effect of a final judgment;
5. That this Court retain jurisdiction of this matter for the purpose of enforcing its orders;
6. That this Court award Plaintiffs' costs and expenses in this action, including reasonable attorneys' fees, in accordance with 42 U.S.C. § 1988;
7. That this Court issue the requested injunctive relief without a condition of bond or other security required of Plaintiffs; and

8. That this Court grant any other relief that it deems equitable and just in the circumstances.

Respectfully submitted this 6th day of April, 2021.

Raymond J. Dague  
New York Bar No. 1242254  
**Dague & Martin, P.C.**  
4874 Onondaga Road  
Syracuse, New York 13215  
(315) 422-2052  
(315) 474-4334 (facsimile)  
rjdague@daguelaw.com

By: s/Jonathan A. Scruggs

Jonathan A. Scruggs  
Arizona Bar No. 030505  
Bryan D. Neihart\*  
Arizona Bar No. 035937  
**Alliance Defending Freedom**  
15100 N. 90th Street  
Scottsdale, Arizona 85260  
(480) 444-0020  
(480) 444-0028 (facsimile)  
jscruggs@ADFlegal.org  
bneihart@ADFlegal.org

ATTORNEYS FOR PLAINTIFFS

*\*Pro Hac Vice Admission Forthcoming*

**DECLARATION UNDER PENALTY OF PERJURY**

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

Executed this 5th day of April 2021 at Chemung County, New York.

  
\_\_\_\_\_  
Emilee Carpenter

# EXHIBIT 1

JA0076

## ARTICLE II

### PURPOSE

---

**2.6 Additional Purpose.** The Company is a for-profit limited liability company that tells love stories in a meaningful way, inspiring people to cherish life, love, beauty, and the source of those things: God. The Company is owned solely by the initial Member, who is a Christian. The Company finds guidance from 1 Corinthians 10:31 and operates as a means to glorify God according to the initial Member's religious and artistic beliefs.

**2.7 Beliefs and Practices.** The Company affirms the following Beliefs and Practices:

(a) God created and redeemed the world through His Son, Jesus, and called the Member to be His disciple. The Member seeks to glorify God with her thoughts, words, actions, interactions, business, imaginations, talents, creativity, and photography.

(b) To this end, the Company tries to love God and love its neighbor in how it operates.

(c) As a Christian artist, the Member believes that God artistically created the world and then declared his original design for creation to be good. The Member seeks to reflect this goodness by telling visual stories that celebrate God's design and creation. Specifically, she seeks to depict beauty, love, and truth in a way that echoes the perfect beauty, love, and truth found only in God.

(d) These beliefs direct the Company to tell visual stories to the public in a way that honors the Member's artistic and religious beliefs as well as her understanding of beauty, morality, or purity.

(e) Based on these beliefs, the Company's policy and established practice is to only offer and create artwork consistent with its artistic and religious beliefs and to decline any requests that would force the Company to create anything that violates these beliefs. The Company acts on this policy and practice regardless of any characteristics of the person seeking the Company's services. For example, the Company will not create visual stories or blogs that promote messages, ideas, views, goods, causes, or organizations that contradict biblical principles. This would include requests for visual stories or blogs that demean other people, devalue God's creation, condone racism, promote abortion, praise vulgarity, endorse drug use, condone abuse, or promote any marriage besides marriage between one man and one woman (such as same-sex or polyamorous marriages).

(f) The Company will adhere to and prioritize the above artistic and religious principles, beliefs, purposes, and practices, regardless of the impact on the Company's profit.

# EXHIBIT 2

JA0078

## MY PHILOSOPHY

I believe that marriage is a picture of the gospel and demonstrates the redemptive love of Jesus Christ, who willingly gave Himself up for us by going to the cross, paying the debt for our sins, and paving a way for us to be united with Him. He died to His own interests, looking to our own needs, and painted a picture of sacrificial love in action.

The experience of marriage will unveil the beauty and depths of the gospel; it shows that, though we are more sinful and flawed in ourselves than we ever dared believe, we at the very same time are more loved and accepted in Jesus Christ more than we ever dared hope. The gospel can fill our hearts with God's love so that we can handle it when our spouse fails to love us as he or she should, and it frees us to see our spouse's sins and flaws to the bottom – and yet still love and accept our spouse fully.

I believe that the essence of marriage is that it's a covenant, a commitment, a promise of future love.

And though passion may lead you to make a wedding promise, I believe it's the promise itself that makes your passion wiser, richer, and deeper over the years.

## MY VISION

As a self-identified creative, my ultimate goal in life is to glorify the one true Creator – God. The One who paints His glories in the contours of the Grand Canyon, announces His mystery in the brilliance of the universe, and etches His majesty in the vastness of the night sky. "It's as if the stars and the skies are saying simply by their being, 'Don't stay too long staring at us: look at Him. We are but creatures, He is the Creator. We are but lights, He is the Light. We are beautiful, but He is Beauty.'" (Melvin Tinker)

God is self-existent. Infinite. Eternal. And the evidence of Him is all around us – the regularity of nature, the vastness of the cosmos, the miracle of human life – they're all traces of His divine fingerprints.

Put by John Piper, "The created universe is all about glory. The deepest longing of the human heart and the deepest meaning of heaven and earth are summed up in this: the glory of God. The universe was made to show it, and we were made to see it and savour it."

That is what I seek to do with my photography – savour God's glory, point to it, and put it on display for all to see. My ultimate aim is that the stories I capture and messages I create will be to the praise of His glorious name. And it's this same conviction that guides what I cannot create as well. For example, I can't use my artistic voice to create content that demeans anyone, beautifies violence, promotes racism, or celebrates any type of marriage outside of God's design for this sacred institution. For me, that means that I can't photograph a same-sex or polyamorous wedding.

I know that many people look at this differently, and I totally understand that. But my beliefs and my artistry are core to who I am. I believe that God defines and embodies what is pure, moral, beautiful, and excellent. And whether I'm capturing a beautiful sunset or celebrating the union of husband and wife, I want to use my voice and art to honor and point to the ultimate Artist, the very first and greatest Storyteller – God.

"So whether you eat or drink or whatever you do, do it all for the glory of god." 1 Corinthians 10:31"

“And whatever you do, in word or deed, do everything in the name of the Lord Jesus, giving thanks to God the Father through him.” Colossians 3:17

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

**Emilee Carpenter, LLC d/b/a  
Emilee Carpenter Photography and  
Emilee Carpenter,**

Plaintiffs,

v.

**Letitia James**, in her official capacity  
as Attorney General of New York;  
**Johnathan J. Smith**, in his official  
capacity as Interim Commissioner of  
the New York State Division of Human  
Rights; and **Weeden Wetmore**, in his  
official capacity as District Attorney of  
Chemung County,

Defendants.

**Case No. 6:21-cv-06303**

**Plaintiffs' Preliminary Injunction  
Motion**

Consistent with Federal Rule of Civil Procedure 65, Plaintiffs, Emilee Carpenter, LLC and Emilee Carpenter (collectively "Emilee"), request a preliminary injunction to stop Defendants Attorney General Letitia James, Interim Commissioner of the New York State Division of Human Rights Johnathan J. Smith, and District Attorney of Chemung County Weeden Wetmore (collectively "New York"), from violating the First Amendment of the United States Constitution.

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

JA0081

- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)) and Discrimination (N.Y. Civ. Rts. Law § 40-c(2)) Clauses to compel Plaintiffs to offer or provide their wedding photography services (photographing, editing, and blogging) for same-sex weddings or engagements;
- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)) and Discrimination (N.Y. Civ. Rts. Law § 40-c(2)) Clauses to compel Plaintiffs to provide wedding photography services by participating in events inconsistent with Plaintiffs’ beliefs in marriage between one man and one woman, such as participating in same-sex wedding ceremonies;
- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)) and Discrimination (N.Y. Civ. Rts. Law § 40-c(2)) Clauses to prevent Plaintiffs from adopting their desired Beliefs and Practices policy (Verified Complaint Exhibit 1);
- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)), Discrimination (N.Y. Civ. Rts. Law § 40-c(2)), and Publication (N.Y. Exec. Law § 296.2(a)) Clauses to prevent Plaintiffs from asking prospective clients questions sufficient to determine whether they seek photography services celebrating a same-sex wedding or engagement or from asking materially similar questions; and
- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)), Discrimination (N.Y. Civ. Rts. Law § 40-c(2)), and Publication (N.Y. Exec. Law § 296.2(a)) Clauses to prevent Plaintiffs from posting their desired statement (Verified Complaint Exhibit 2) on their website or from making materially similar statements on their website, social media sites, or directly to prospective clients.

Absent a preliminary injunction, Emilee will suffer irreparable harm: the continued violation of her rights guaranteed by the United States Constitution. Emilee is also likely to succeed on the merits, the preliminary injunction serves the public interest, and the balance of the equities favors Emilee. In support of her motion, Emilee relies on any oral argument permitted and on the following documents:

- Plaintiffs’ Verified Complaint;
- Plaintiffs’ Memorandum of Law in Support of Plaintiffs’ Preliminary Injunction Motion;
- Emilee Carpenter’s Declaration in Support of Plaintiffs’ Preliminary Injunction Motion, dated April 5, 2021;
- Appendix to Emilee Carpenter’s Declaration in Support of Plaintiffs’ Preliminary Injunction Motion;
- any supplemental declaration in support of Plaintiffs’ preliminary injunction motion and related documents; and
- Plaintiffs’ reply in support of their preliminary injunction motion (if filed) and supporting documents (if any).

Emilee also asks this Court to waive any bond because this requested injunction serves the public interest by vindicating First Amendment rights and causes no harm to New York. *See Int’l Controls Corp. v. Vesco*, 490 F.2d 1334, 1356 (2d Cir. 1974) (“district court may dispense with security where there has been no proof of likelihood of harm to the party enjoined”).

Emilee also requests oral argument to be heard at a time and date set by the Court.

Respectfully submitted this 6th day of April 2021.

Raymond J. Dague  
New York Bar No. 1242254  
**Dague & Martin, P.C.**  
4874 Onondaga Road  
Syracuse, New York 13215  
(315) 422-2052  
(315) 474-4334 (facsimile)  
rjdague@daguelaw.com

By: s/Jonathan A. Scruggs

Jonathan A. Scruggs  
Arizona Bar No. 030505  
Bryan D. Neihart\*  
Arizona Bar No. 035937  
**Alliance Defending Freedom**  
15100 N. 90th Street  
Scottsdale, Arizona 85260  
(480) 444-0020  
(480) 444-0028 (facsimile)  
jscruggs@ADFlegal.org  
bneihart@ADFlegal.org

ATTORNEYS FOR PLAINTIFFS

*\*Pro Hac Vice* Admission Forthcoming

### **Certificate of Service**

I hereby certify that on the 6th day of April, 2021, I electronically filed the foregoing document with the Clerk of Court using the ECF system. The foregoing document will be served via private process server with the Summons and Complaint to all defendants.

s/Jonathan A. Scruggs  
Jonathan A. Scruggs  
*Attorney for Plaintiffs*

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

**Emilee Carpenter, LLC d/b/a  
Emilee Carpenter Photography and  
Emilee Carpenter,**

Plaintiffs,

v.

**Letitia James**, in her official capacity  
as Attorney General of New York;  
**Johnathan J. Smith**, in his official  
capacity as Interim Commissioner of  
the New York State Division of Human  
Rights; and **Weeden Wetmore**, in his  
official capacity as District Attorney of  
Chemung County,

Defendants.

**Case No. 6:21-cv-06303**

**Plaintiffs’ List of Witnesses and  
Exhibits to be Presented at  
Hearing on the Preliminary  
Injunction Motion**

Plaintiffs Emilee Carpenter, LLC and Emilee Carpenter submit this list of witnesses and exhibits to be presented at a preliminary-injunction hearing, if any, under United States District Court for the Western District of New York Local Rule of Civil Procedure 65(a)(5).

Witnesses

Plaintiffs do not intend to call witnesses at this time. Plaintiffs’ position is that their Preliminary Injunction Motion can be decided based on the submitted evidence detailed below. Plaintiffs nonetheless reserve their right to call witnesses.

Evidence and Supporting Documents

1. Plaintiffs’ Verified Complaint;

2. Memorandum of Law in Support of Plaintiffs' Preliminary Injunction Motion;
3. Emilee Carpenter's Declaration in Support of Plaintiffs' Preliminary Injunction Motion;
4. Appendix to Emilee Carpenter's Declaration in Support of Plaintiffs' Preliminary Injunction Motion; and
5. Any supplemental declaration in support of Plaintiffs' preliminary injunction motion and related documents.

Plaintiffs will submit an updated list to this Court after consultation with opposing counsel and before any hearing if Plaintiffs intend to call any witnesses or present other evidence not listed.

Respectfully submitted this 6th day of April 2021.

Raymond J. Dague  
New York Bar No. 1242254  
**Dague & Martin, P.C.**  
4874 Onondaga Road  
Syracuse, New York 13215  
(315) 422-2052  
(315) 474-4334 (facsimile)  
rjdague@daguelaw.com

By: s/Jonathan A. Scruggs

Jonathan A. Scruggs  
Arizona Bar No. 030505  
Bryan D. Neihart\*  
Arizona Bar No. 035937  
**Alliance Defending Freedom**  
15100 N. 90th Street  
Scottsdale, Arizona 85260  
(480) 444-0020  
(480) 444-0028 (facsimile)  
jscruggs@ADFlegal.org  
bneihart@ADFlegal.org

ATTORNEYS FOR PLAINTIFFS

*\*Pro Hac Vice Admission Forthcoming*

### **Certificate of Service**

I hereby certify that on the 6th day of April, 2021, I electronically filed the foregoing document with the Clerk of Court using the ECF system. The foregoing document will be served via private process server with the Summons and Complaint to all defendants.

s/Jonathan A. Scruggs

Jonathan A. Scruggs

*Attorney for Plaintiffs*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

**Emilee Carpenter, LLC d/b/a  
Emilee Carpenter Photography and  
Emilee Carpenter,**

Plaintiffs,

v.

**Letitia James**, in her official capacity  
as Attorney General of New York;  
**Jonathan J. Smith**, in his official  
capacity as Interim Commissioner of  
the New York State Division of Human  
Rights; and **Weeden Wetmore**, in his  
official capacity as District Attorney of  
Chemung County,

Defendants.

Case No. 6:21-cv-06303

**Declaration of Emilee Carpenter in  
Support of Plaintiffs’ Preliminary  
Injunction Motion**

I, Emilee Carpenter, declare as follows:

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

I am a Christian who loves to tell stories about people.

2. I am a Christian.

3. I grew up in a Christian family, and I became a Christian at a very young age.

4. As a Christian, I believe in the Gospel—that God created humankind, that humankind sinned against God, that humankind needs forgiveness to be reconciled to God, and that forgiveness and redemption is available to all who accept and believe in God’s son, Jesus. Genesis 1:27; John 3:16; Romans 6:23.<sup>1</sup>

5. I believe that as a Christian I am called to love others and to share the Gospel with them. Matthew 28:16-20; John 15:12-17.

---

<sup>1</sup> All Bible citations reference the English Standard Version.

6. I believe that God desires that everyone should know the truth of the Gospel and come to Him. 1 Timothy 2:4.
7. I believe that God calls all Christians to serve as witnesses and promote the salvation that God offers humankind through Jesus Christ. Matthew 28:18-20.
8. I also believe that God created the world from nothing, and that God's creation reflects His beauty, majesty, and artistry. Genesis 1:31; Psalm 19:1.
9. I believe that God created humans to work, that our work reflects God's work in creation, and that Christians must honor God in their work. Genesis 1:26-28; Genesis 2:15; 1 Corinthians 10:31.
10. I believe that God gives people gifts and passions and calls them to steward these gifts and passions in a way that glorifies and honors Him, including by promoting the Gospel. Matthew 28:16-20; Colossians 3:17; 1 Peter 4:10-11.
11. I believe that God has called and equipped me to use my creative talents to create beautiful artwork that reflects God's artistry, promotes God's design for humanity, and celebrates the Gospel.
12. I believe that my God-given creative talents include photography.
13. I purchased my first camera when I was a senior in high school.
14. During the summer in between my senior year of high school and my freshman year of college, I interned as a freelance photographer at a local newspaper.
15. In college, I worked as a sports photographer for the university I attended where I photographed collegiate sports such as basketball, sprint football, baseball, and track and field.
16. I attended the events, documented the events through photography, and created online galleries to view the events.
17. I enjoyed sports photography because I found I could form personal connections with school administrators, athletes, and other photographers.

18. As a senior in college, I produced my first photography exhibition entitled “Memoirs” as an independent study for my major.
19. The exhibition showcased portrait-styled photographs of more than twenty elderly individuals from my community.
20. I chose this subject matter because I wanted to bring awareness to the importance and the beauty of elderly lives.
21. As I photographed the individuals, I had conversations with them about their personal history and their lives and learned from them what it was like to have been born during the Great Depression and to have served in World War II.
22. At the exhibition, I displayed the individuals’ stories next to their photographs.
23. I promoted the exhibition by designing and distributing postcards, news releases, and posters.
24. Many of the individuals’ family members came to the exhibit and were able to celebrate the individuals’ lives and honor their history.
25. Through producing the exhibition, I realized that photography and public storytelling tapped into my God-given skill set and naturally fit with my desires to meet people, connect with them, and communicate a story.
26. Afterwards, I knew that I wanted to work in photojournalism where I could continue to pursue my passion for photography and form relationships with people.  
I started my own photography business because of my love for storytelling and the Gospel.
27. I first began photographing weddings for friends when I was in college.
28. To fulfill requests for my wedding photography services, I eventually launched Earthly Bliss Photos in 2012.
29. I operated Earthly Bliss Photos as a sole proprietorship.
30. I was the sole owner and employed photographer for Earthly Bliss Photos.

31. After I graduated college, I worked full-time at a large company as a marketing communications specialist where I organized tradeshow and events, managed the company's brand, and worked on digital communications.
32. I worked at this company for just over three years.
33. Even as I worked full-time, I continued to hone my photography skills by photographing weddings, creative portfolios, and other content.
34. Eventually, I decided to leave the company to pursue my photography business wholeheartedly.
35. This transition allowed me to prioritize creating photography that told stories that matter to me and to use my artistic talents to create photographs that honor God.
36. After I left the company, I organized Earthly Bliss Photos as a limited liability company to gain the benefits of a limited liability company form.
37. In October 2019, I organized my company under the name Emilee Carpenter, LLC and filed its Articles of Organization.
38. A true and correct redacted screenshot of Emilee Carpenter, LLC's registration status with the New York State Department of State as of March 29, 2021 is in the Appendix at pages 1-2.
39. I operate Emilee Carpenter, LLC under the assumed name of Emilee Carpenter Photography.<sup>2</sup>
40. I am the sole owner, member, and employee of Emilee Carpenter Photography.
41. Emilee Carpenter Photography is a for-profit company.
42. Emilee Carpenter Photography has its principal place of business located in Chemung County, New York.

---

<sup>2</sup> Unless context requires otherwise, I refer to Earthly Bliss Photos and Emilee Carpenter, LLC as Emilee Carpenter Photography throughout this Declaration.

43. Emilee Carpenter Photography has adopted an Operating Agreement.

44. A true and correct copy of Emilee Carpenter Photography's Operating Agreement is in the Appendix at pages 3-25.

45. I created a website for Emilee Carpenter Photography to promote my photography, my artistic style, and my religious beliefs to the public and prospective clients.

46. Emilee Carpenter Photography's website has sections labeled "Home," "About," "Experience," "Portfolio," "Blog," and "Contact."

47. True and correct screenshots of the relevant portions of the "Home," "About," "Experience," "Portfolio," "Blog," and "Contact" from Emilee Carpenter Photography's website are in the Appendix at pages 26-47.

48. Emilee Carpenter Photography's website is viewable here:

<https://www.emileecarpenter.com/>.

49. I also created a blog for Emilee Carpenter Photography to promote my photography and artistic style, as well as my views on faith and marriage to the public and prospective clients.

50. Emilee Carpenter Photography's blog is viewable here:

<https://www.emileecarpenter.com/blog>.

51. I created all written content on Emilee Carpenter Photography's website and blog that is attributed to Emilee Carpenter Photography.

52. I created every photograph published on Emilee Carpenter Photography's blog.

53. I created and edited every photograph on Emilee Carpenter Photography's website unless otherwise noted on the website.

54. In addition to its website, Emilee Carpenter Photography has two social media accounts.

55. In 2019, I transitioned Earthly Bliss Photos' Instagram page into an Instagram page for Emilee Carpenter Photography.
56. I control all of the content posted on this Instagram account that is attributed to and posted by Emilee Carpenter Photography.
57. This Instagram account is viewable here:  
<https://www.instagram.com/emileecarpenterllc/>.
58. True and correct screenshots of some of Emilee Carpenter Photography's Instagram pages are in the Appendix at pages 48-51.
59. Also in 2019, I transitioned Earthly Bliss Photos' Facebook page into a Facebook page for Emilee Carpenter Photography.
60. I control all of the content posted on this Facebook page that is attributed to and posted by Emilee Carpenter Photography.
61. This Facebook page is viewable here:  
<https://www.facebook.com/emileecarpenterllc/>.
62. True and correct screenshots of some of Emilee Carpenter Photography's Facebook pages are in the Appendix at pages 52-57.
63. Emilee Carpenter LLC offers, solicits, and receives inquiries from the public for photography including engagement and wedding photography and branding-photography.
- I create wedding photographs to demonstrate the redemptive love of Jesus Christ.
64. When I started Emilee Carpenter Photography, I gravitated towards wedding photography because I loved photographing weddings in college—working with couples by posing them, laughing with them, explaining their connection and chemistry through visual narratives.
65. I also realized that wedding photography provided me with an opportunity to share the Gospel with others.

66. I believe that part of loving God and serving others involves proclaiming the truth about God’s design for humanity. Matthew 28:16-20.
67. I believe that promoting these truths means promoting views that are often unpopular or counter cultural. John 15:18-25.
68. These truths include that God designed marriage to be between one man and one woman to reflect the unity and diversity seen in the Trinity—the belief that there is one God composed of three persons, Father, Son, and Holy Spirit. Genesis 2:23-24; Matthew 3:16-17; Ephesians 5:22-33.
69. I also believe that God designed marriage to be between one man and one woman to reflect Jesus Christ’s sacrificial and covenant relationship with His church. Genesis 1:27-31, 2:18-24; Ephesians 5:22-33.
70. My beliefs about marriage come from my interpretation of the Bible.
71. My beliefs about marriage are also informed by the teachings of my church, Emmanuel Community Church.
72. Emmanuel Community Church has a Statement of Faith which outlines the church’s beliefs.
73. That statement is viewable here: <https://eccelmira.org/statement-of-faith>.
74. Emmanuel Community Church’s Statement of Faith explains that “the term ‘marriage’ has only one meaning: the uniting of one man and one woman in a single, exclusive union, as delineated in Scripture. We believe that God intends sexual intimacy to occur only between a man and a woman who are married to each other.”
75. Emmanuel Community Church’s Statement of Faith also explains that the church and professing Christians are to “proclaim[] the gospel, make[] disciples of all men from all nations, and prefigure[] Christ’s kingdom by the quality of their life together and their love for one another.”
76. A true and correct copy of Emmanuel Community Church’s Statement of Faith is in the Appendix at pages 58-65.

77. Because of my religious beliefs about marriage and sharing the Gospel, I desire to create wedding photography (including engagement photographs) that honors and glorifies God by promoting God's design for marriage.
78. Whenever I receive an inquiry to provide engagement or wedding photography, I research the prospective request online or through my personal and professional network to determine if I can potentially fulfill the request.
79. I evaluate every inquiry to determine whether providing the requested photography is consistent with my artistic and religious beliefs. *Infra*, ¶¶ 147-92.
80. If I decide that I can potentially fulfill the request, I aim to respond to the inquiry via email within 24 hours.
81. In my initial response email, I include my pricing guide, a questionnaire, and my availability for an initial consultation.
82. My 2021 pricing guide explains the costs and services for the engagement and wedding photography services I offer.
83. Whenever I am asked to photograph an engagement session, I always offer to photograph the couple's wedding too.
84. Depending on the wedding package the client selects, I typically charge between \$2,000 and \$4,200.
85. The price fluctuates depending on a number of factors, including the length of coverage time, the number of finalized photographs I provide to the client, and whether the client chooses other add-ons (such as a fine art album).
86. The questionnaire asks the prospective client questions about the scope of the services requested, logistical information, and personal information to help me learn more about the wedding and to determine if I would match well as the photographer for the wedding.
87. Once I have scheduled a time to speak with the prospective client, I always offer to have coffee with the client or meet over videoconference.

88. During this meeting, I review the prospective client's questionnaire and talk with them to get to know them better.

89. If the prospective client and I agree to move forward, the prospective client must sign a customized version of Emilee Carpenter Photography's form Wedding Contract.

90. I take this form Wedding Contract and customize it to reflect the specific services to be provided.

91. A true and correct copy of the 2020 form Wedding Contract (which I currently use) is in the Appendix at pages 66-75.

92. Approximately two months before the couple's wedding, I send another questionnaire to the marrying couple.

93. This questionnaire asks the couple about in-depth wedding-day logistical details, the names of members of the wedding party and vendors, whether the couple has any requests for specific photographs, and more information about the couple's history together.

94. This information helps me capture the moments that are especially meaningful to the couple and to better serve them on their wedding day.

95. On the scheduled day of the engagement session or the wedding, I photograph the couple's engagement or wedding.

96. During engagement sessions, I try capture playful, interactive, and candid photographs of the couple.

97. I also prompt the couple to interact with each other and choreograph specific formal poses.

98. I also photograph special details, including the engagement ring.

99. On the day of the wedding, I am personally excited for the couple and the marriage I am about to witness because of my beliefs about God's design for marriage.

100. During the wedding, I typically photograph wedding details including the couples' rings, the bride's wedding dress, flower bouquets, and other unique features of the wedding.

101. For traditional weddings, I also typically photograph the bride and her wedding party as they prepare for the ceremony.

102. I sometimes take a "first look" photograph of the couple where they see each other for the first time on their wedding day.

103. I always photograph the wedding ceremony, including the officiant delivering the homily, the couple exchanging vows, the couple kissing and embracing before the attendees, and the officiant announcing the couple as husband and wife to commemorate the bride and groom being joined together in marriage as well as other details.

104. After the ceremony, I typically take choreographed photographs of the bride and groom, their families, and their wedding parties.

105. If the wedding has a reception, I typically photograph special moments from the reception such as the father-daughter dance, the mother-son dance, toasts, and the couple cutting their wedding cake.

106. After the engagement or wedding, I edit the photographs.

107. Editing is a two-step process.

108. First, typically within 48 hours of the engagement or wedding, I cull through all of the photographs I have taken during the engagement or wedding to reduce the total number of images to between 50 and 1,000.

109. The number of final images depends on the package the couple purchased.

110. During the culling process, I discard images that at first glance do not meet my artistic and/or moral standards.

111. Then I select 10-20 of my favorite photographs, edit those images, and send them to the couple as a "sneak peek."

112. After editing the “sneak peek” photographs, I edit the remaining photographs. *See infra*, ¶¶ 176-81.

113. I upload all final photographs onto an online gallery and provide the couple with a link to the gallery where the couple can download their desired images.

114. I follow the process described in paragraphs 107 to 113 for engagement photographs as well.

115. In addition to posting couples’ photographs to the online gallery, beginning in 2020, I also choose my favorite photographs of the engagement or wedding and post them on Emilee Carpenter Photography’s website’s blog.

116. I intend to post a blog post about each wedding that I photograph in the future since I offer post a complimentary blog post as part of the services I provide as indicated in my Wedding Contract on page 67 of the Appendix.

117. With each blog post, I write comments to accompany the photographs and celebrate the couple’s engagement or wedding, encourage the couple, and share stories to promote marriages between a man and a woman.

118. My website’s blog is an integral part of Emilee Carpenter Photography’s business and my wedding photography for many reasons.

119. Many wedding industry experts advise wedding photographers to include blogging in their services.

120. For example, Laura Lee Creative posted an article entitled “4 Reasons Why You Should be Blogging Every Wedding You Photograph[]” and explains: “[w]riting the wedding blog is an opportunity to speak to an audience who is excited about the work you do and story you tell,” the blog helps with referrals when a couple sees their wedding “portrayed beautifully through your photos AND your words,” and the blog is “FREE marketing for your business.”

121. The above article is viewable here:

<https://lauraleecreative.com/2018/07/blogging-tips-for-wedding-photographers/>.

122. A true and correct screenshot of the relevant portion of the above Laura Lee Creative article is in the Appendix at pages 76-78.

123. Likewise, SLR Lounge posted an article entitled “Six Reasons Why ALL Photographers Should Blog in 2019” by Sean Lewis.

124. The article explains that wedding blogs aid with marketing by “target[ing] the long tail keywords in your search engine optimization (SEO) strategy,” helps communicate a message because “adding text alongside your images in a blog allows you to expand your vision and give special insight on the significance of the locations and wardrobe choices or highlight the personalities of the clients,” help photographers “stand out and let potential clients see a more personable side of you and your business,” and “make your clients feel special and important.”

125. The above article is viewable here: <https://www.slrlounge.com/six-reasons-why-all-photographers-should-blog/>.

126. A true and correct screenshot of the relevant portion of the above SLR Lounge article is in the Appendix at pages 79-87.

127. And Photography Concentrate posted an article entitled “The Secrets of Successful Photography Blogging: How to Make It Worth Your Time” by Lauren Lim.

128. The article explains blogging is important for wedding photographers because “[i]t gives you the opportunity to show who you are, why you are a photographer, and what value you can provide to a prospective client” and gives clients “a really great way ... to share the images you took of them!” and concludes that “[i]f you’re a professional photographer, you should absolutely definitely have a blog.”

129. The above article is viewable here: <https://photographyconcentrate.com/secrets-successful-photography-blogging-how-make-it-worth-your-time/>.

130. A true and correct copy of the above Photography Concentrate article is in the Appendix at pages 88-99.

131. In addition to creating posts for Emilee Carpenter Photography’s blog, I often create posts for Emilee Carpenter Photography’s Instagram and Facebook pages of engagement and wedding photographs that I have taken alongside celebratory text.

132. I believe that my blog and social media sites allow me to publicly celebrate each couple and to promote my photography business, my artistic style, my approach to photography, and my personality to my clients and the general public.

133. These forms of media also allow me to publicly advocate for a view of marriage that is consistent with my religious beliefs that marriage is the union of one man and one woman.

134. I am religiously motivated to publicly advocate for this view about marriage because I believe that part of loving God and serving others involves proclaiming the truth about God’s design for humanity even if those views are unpopular or counter cultural. *See supra*, ¶¶ 2-12, 64-69.

135. Other photographers use their online presence to strengthen their brand, to publicly advertise their artistic style, and to publicly share their beliefs like I do.

136. For example, the New York Times ran an article entitled “Some Wedding Vendors Face Fallout After Speaking Up on Social Issues.”

137. The article highlighted how many wedding vendors—wedding photographers included—use their social media platforms to advocate for topics including topics about Black Lives Matter, same-sex marriage, and COVID-19.

138. One wedding industry brand strategist was quoted as saying “Life happens offline, but your brand is what other people say it is.... A lot of that is online. Having an online presence is a social responsibility. You simply cannot have a business today without showcasing diversity and inclusivity.”

139. The above article is viewable here:

<https://www.nytimes.com/2020/08/06/fashion/weddings/wedding-vendors-social-issues.html>.

140. A true and correct copy of the above New York Times article is in the Appendix at pages 100-104.

141. I use Emilee Carpenter Photography's website, blog, and social media sites to set myself apart from these photographers, to convey a particular message about marriage, and to provide a distinct value to my business and to my clients.

142. For example, I also use Emilee Carpenter Photography's website, blog, and social media sites to publicly celebrate God's design for His creation and marriage.

143. True and correct screenshots of the relevant portions of the "About" section on Emilee Carpenter Photography's website explaining some of my religious beliefs about marriage and creation are in the Appendix at pages 29-34.

144. True and correct screenshots of the relevant portions of some of my blog posts celebrating engagements and marriages are in the Appendix at pages 105-122.

145. True and correct screenshots of some of my Instagram posts to Emilee Carpenter Photography's Instagram celebrating God's design for marriage and creation are in the Appendix at pages 48-51.

146. True and correct screenshots of some of my Facebook posts to Emilee Carpenter Photography's Facebook page celebrating God's design for marriage and creation are in the Appendix at pages 52-57.

My faith guides my editorial and artistic judgments.

147. My highest aim with my photography is to create aesthetically beautiful visual narratives that ultimately honor and glorify God and promote His design for humanity.

148. I achieve this goal in my branding photography by promoting small businesses and individuals, celebrating their entrepreneurial passion, and depicting them in a positive way.

149. I achieve this goal in engagement and wedding photography by photographing, editing, and writing about engagements and weddings that positively depict the beauty, commitment, intimacy, and love embodied in engagements, weddings, and marriages between one man and one woman.

150. This helps me to promote the message that God designed marriage to be a lifelong union between one man and one woman and that this union is meant to symbolize Jesus' redemptive and sacrificial love for his bride, the Church. Genesis 1:27-28, 2:24 Ephesians 5:22-33.

151. In this way, my religious motivation to promote God's design for marriage is inextricably intertwined with my creative and artistic judgment to create aesthetically appealing and compelling artwork. 1 Corinthians 10:31.

152. I believe that by connecting my business to my religious beliefs, I can honor and glorify God by promoting His design for marriage to my clients, their friends and family, and the public.

153. For these reasons, I only offer and provide wedding photography services that are consistent with my artistic and religious judgments.

154. To that end, I require complete editorial control over my wedding photography so that I can freely express my creativity according to my artistic judgments and religious beliefs.

155. For example, as indicated on page 68 of the Appendix, my Wedding Contract states that I have "full artistic license and total editorial discretion over all aspects" over the services I provide to clients.

156. I require full editorial control because, throughout the engagement session or wedding day, I am regularly making artistic and editorial decisions about what and

how to photograph and about what to instruct the couple to do so that I can effectively celebrate the couple.

157. This control and discretion allow me to create aesthetically beautiful photographs that communicate the love, intimacy, and sacrifice of God's design for marriage.

158. When I create engagement photography, for example, I sometimes suggest locations for the engagement session, what style or color of clothes the couple should wear, and what time of day to conduct the session to create the most aesthetically appealing photographs.

159. I also advise the couple on where to stand, how to pose, when to hold hands, when to embrace, and when to kiss in order to elicit a romantic moment that reflects the intimacy of marriage as God designed it.

160. I also try to photograph unplanned moments of the couple smiling, looking at each other, or laughing with each other to capture the couple's spontaneous and genuine love for one another, which is symbolic of Jesus' love for the Church.

161. By way of example, I photographed and edited the following engagement photographs:





162. True and correct copies of the photographs described above, as well as some of my other engagement photographs I have taken and edited, are in the Appendix at pages 123-125.

163. When I photograph engagement sessions, the photographs I create are materially similar to those photographs cited immediately above.

164. When I create wedding photography, I regularly make the same type of artistic and editorial decisions to effectively celebrate the couple and to create aesthetically beautiful photographs that communicate the love, intimacy, and sacrifice of God's design for marriage.

165. By way of example, I photographed and edited the following wedding photographs:



166. True and correct copies of the photographs described above, as well as additional wedding photographs I have taken and edited, are in the Appendix at pages 126-150.

167. Another way I utilize my artistic judgment is by strategically timing my movement and placement during the ceremony and throughout the wedding day to maximize my ability to capture important moments and content, such as the bride walking down the aisle, the officiant delivering the homily, the couple exchanging their vows, the couple kissing before the attendees, the officiant announcing the couple as husband and wife, the couple walking together from the altar, and other romantic and intimate moments between the couple.

168. I also use my artistic judgment to make technical decisions when taking a photograph, including exposure (amount of light recorded), aperture (the size of the opening in the lens), ISO number (measure of light sensitivity), color temperature and white balance (the color created by particular lighting and its effect on a photograph), camera flash, depth of field (measure of how much of a scene will be in focus), focus, shutter speed (how long the shutter remains open), ambient light, perspective (the spatial relationships between objects in the frame), and composition (the organizational structure of objects in a scene).

169. I try to create photographs in a “moody” style.

170. “Moody” is a photography term used to describe combining the light and composition with the subject to create an image that generates an emotional response from the viewer.

171. To create this style, I consider the factors listed in paragraph 168 and more.

172. For example, I try to take my photographs in low lighting areas or times of day when the light is fading (like when the sun is setting) rather than in high light areas with bright light or times of day when the light is strongest (like the middle of the day).

173. I also emphasize the relationship between the background and the subject of the photograph either by using a wide aperture to throw the background out of focus or using a narrow aperture to dial the background into focus.

174. I also regularly adjust the shutter speed to control how long the film is exposed to the scene I am photographing with the result that the slower the shutter speed, the more the subject matter blurs creating a sense of movement.

175. When I photograph engagements and weddings, the photographs I create are materially similar to those photographs cited in paragraphs 161-162 and 165-166.

176. After I photograph an engagement or a wedding, I also edit the photographs so that I can effectively celebrate the couple and create an aesthetically compelling visual narrative that communicates the love, intimacy, and sacrifice of God's design for marriage.

177. I consider a variety of factors and tools to edit photographs.

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

179. I make each editing decision with the goal of creating an aesthetically beautiful moody photograph that portrays the subject matter in way that communicates the love, intimacy, and sacrifice of God's design for marriage.

180. By way of example, I edited the original photographs (left) to create a final image (right):



181. True and correct copies of the photographs described above, as well as additional photographs I have taken and edited, are in the Appendix at pages 151-153.

182. I use mostly the same process and the same artistic judgments described in paragraphs 176-181 to edit engagement photographs.

183. When I am commissioned to provide branding photography for clients, I photograph and edit the photographs to communicate a positive message about the business and evoke a sense of entrepreneurial passion.

184. When I provide branding photography, I make the similar artistic judgments as described in paragraphs 168-174 and 178.

185. By way of example, I photographed and edited the following brand photographs:



186. True and correct copies of the immediately above photographs and additional branding photographs I have taken and edited are in the Appendix at pages 154-156.

187. By utilizing my artistic license in the ways described above, I can create aesthetically beautiful photography that portrays the love, intimacy, and sacrifice embodied in engagements and weddings to effectively promote God's design for marriage to my clients, their friends, and the public.

188. I make most of my editorial decisions without any input from clients, including how to take individual photographs, how to edit individual photographs, and what to include in the galleries on my website.

189. Clients sometimes give me suggestions or general ideas about some of the photographs they want or the types of poses they want depicted.

190. I take these suggestions into consideration, offer my advice, and blend my clients' suggestions into my own aesthetic vision so that the final product effectively celebrates the couple according to my artistic and religious beliefs.

191. But even when my clients make suggestions, they rely heavily on my artistic and editorial judgments about what to photograph, how to photograph in a compelling and appealing way, and how to edit the photographs.

192. Clients typically defer to my suggestions and I always retain ultimate editorial judgment and control over all the photographs I create, and I retain discretion to reject any client suggestion that I think is improper.

I decline to create photographs that violate my artistic judgments and religious beliefs.

193. Just as my Christian faith motivates me to create wedding photography that honors and glorifies God, it also motivates me to not create photography that celebrates or promotes ideas dishonorable to God or contrary to my religious and moral beliefs.

194. For example, I believe that God created humankind in His image, so I would not create photography that demeans, ridicules, or belittles others. Genesis 1:26-27.

195. For example, I believe that human life begins at the moment of conception, so I would not create branding photography for organizations that promote abortion, like Planned Parenthood. Psalm 139:13-14.

196. I would also decline to create wedding photography that celebrates or promotes weddings or engagements that are dishonorable to God or contrary to my religious and moral beliefs.

197. For example, I believe that weddings are meant to be a joyful occasion, so I would decline to create photography portraying marriage in a negative light.

198. For example, I believe that weddings are inherently religious and solemn events that should be revered as initiating an institution created by God, so I would decline to photograph certain themed weddings, like satanic or vampire-themed weddings, that celebrate sacrilegious ideas.

199. For example, I believe that God created marriage to be a sacred union between one biological man and one biological woman, so I would decline to photograph polygamous or same-sex weddings.

200. I would decline to photograph weddings celebrating polygamous or same-sex weddings because I do not want to promote ideas contrary to my beliefs and I do not want to participate in events that violate my beliefs.

201. I believe that all those who attend a wedding necessarily participate in the ceremony by acting as a witness before God and before those assembled as the bride and groom exchange vows, commit their lives to each other, are pronounced man and wife, and share their first kiss as a married couple.

202. I believe that, as a wedding photographer, I necessarily participate in the wedding ceremonies I photograph by personally interacting with and verbally encouraging the betrothed couple, the officiant, family, and friends, by directing members of the wedding party and the bride and groom's family on how to stand, where to position themselves, and what demeanor to display.

203. I believe that, as a wedding photographer, I necessarily express my approval of the wedding ceremonies I photograph by always creating photography that positively portrays the wedding and by appearing joyful and congratulating the couple, their family, and friends on the new marriage.

204. I could not effectively provide wedding photography without positively portraying the marriage and personally participating in the ceremony in the ways described above.

205. My beliefs described above are shaped by my own interpretation of the Bible.

206. My beliefs described above are also shaped by other Christian pastors and leaders.

207. For example, Sam Allberry, a pastor, author, and speaker, wrote a book entitled “Is God anti-gay? And other questions about homosexuality, the Bible and same-sex attraction.”

208. In his book, Sam Allberry writes “we want to be careful as Christians not to appear to endorse something we understand to be a sin in God’s eyes. Attending a gay wedding could easily look as if we are commending and celebrating gay marriage. It would be difficult to see how believers could attend without sending that kind of message.”

209. A true and correct copy of the relevant excerpts from Sam Allberry’s book is in the Appendix at pages 157-160.

210. Albert Mohler, a theologian, ordained minister, and president of the Southern Baptist Theological Seminary writes in an article entitled “Would You Attend a Same-Sex Wedding?” wrote

To put the matter straightforwardly, any Christian who knows that same-sex marriage violates God's Law and purpose for marriage knows -- and cannot act as if he or she does not know -- that a same-sex couple should not be joined in holy matrimony. To remain silent at that point is to abdicate theological and biblical responsibility. Even if the question is not formally asked in the ceremony, the issue remains. We cannot celebrate what we know to be wrong.

211. The above article is viewable here:

<https://albertmohler.com/2011/10/18/would-you-attend-a-same-sex-wedding>.

212. A true and correct copy of Albert Mohler’s statement is in the Appendix at page 161.

213. Kevin DeYoung, a pastor, theologian, and author, writes in an article entitled “Should I attend a Homosexual Wedding If the Service Is Completely Secular?” that “those who believe marriage is between a man and a woman should not attend a ceremony that purports to be the marrying of a man and a man or a woman and a woman, even if that ceremony is completely secular in nature” because (1) “The

purpose of a wedding ceremony is to celebrate and solemnize.” (2) “Wedding ceremonies are almost always public in nature.” And (3) “The stark either/or options are not of our making.”

214. The above article is viewable here:

<https://www.thegospelcoalition.org/blogs/kevin-deyoung/should-i-attend-a-homosexual-wedding-if-the-service-is-completely-secular/>.

215. A true and correct screenshot of Kevin DeYoung’s article is in the Appendix at pages 162-167.

Other commissioned photographers regularly exercise editorial discretion to create photographs that are consistent with and promote their views.

216. It is standard practice for commissioned photographers to only create content that promotes their editorial and artistic judgment or to decline to create content that violates or compromises their editorial and artistic judgment.

217. Many commissioned photographers also limit their photographs based on their artistic vision and values regarding subject matter and style.

218. For example, the website Engaged Legal Collective contains an article entitled “6.5 Must-Have Wedding Photography Contract Terms.”

219. “Artistic Discretion” is the second must-have term. The article says this discretion is necessary because:

You’re an **artist**, not a dancing monkey.

You’ve been hired to use **your discretion** to produce images in your own style, with your own eye, and with your own editing techniques.

Make sure you defend your right to take certain photos— and, almost more importantly, the right to *not take certain photos*— by reserving “artistic discretion” and promising “no specific images.” Also reserve the right to edit photographs in the styles you choose, so long as they are reflective of your portfolio as a whole. This way, you won’t have people demanding for “more white in this photo” or “can you make this photo brighter?!”

*Semi-related side note:* Make sure you're including a statement about **RAW image files** as well. Tell the couple something along the lines that “under no circumstances shall RAW images be released or delivered to the couple.” Why? It’s like giving someone a painting when the ink isn’t even dry! Don’t feel guilty about protecting your art— and your brand!

220. The above statement is viewable here:

<https://blog.engagedlegal.com/blog/wedding-photographer-contract>.

221. A true and correct copy of the statement described above is in the Appendix at pages 168-175.

222. Jeffrey House Photography, a wedding photography business in New York, contains the following term in its wedding photography contract: “The final post-production and editing style(s), effects, and overall look of the images are left to the professional discretion of the COMPANY.”

223. The above statement is viewable here:

<https://www.jeffreyhousephotography.com/photography-wedding-contract>.

224. A true and correct copy of the relevant portions of the statement described above is in the Appendix at pages 176-179.

225. Many photographers’ editorial and artistic judgments are embodied in their photography style.

226. Susan Stripling, a wedding photographer who operates a photography business based in New York describes her photography style as follows:

While my style is mostly photojournalistic, I do appreciate and admire the technical artistry of a traditional approach. When I take a wedding couple out for portraits, we do a mix of documentary style images of the couple walking, talking, and naturally interacting. We also make sure that we take a few well-posed traditional images.

227. The above statement is viewable here:

<https://www.susanstripling.com/info-faq/wedding-photography/about-my-style>.

228. She further describes her style as “a very journalistic style” and responds to the question “Can you take fewer photos that have dark shadows and bright highlights?” as follows:

If what you’re looking for is a more evenly lit style of photography then I might not be the photographer for you. I use a great deal of shadow and light in my natural light images as well as my flash/lit images during the receptions. Please make sure that you look through all of my sample galleries provided when you inquire with me to make sure that the style you see in the galleries reflects the style that you want for your wedding day photography.

229. The above statement is viewable here: <https://www.susanstripling.com/info-faq/wedding-photography/frequent-questions>.

230. True and correct copies of the relevant portions of the Susan Stripling statements described above are in the Appendix at page 180-197.

231. Wedding photographer Amanda Summerlin describes her editing style as follows:

I prefer a classic fine art film look to my wedding photos, so I keep the colors clean and the skin tones natural. If you have a blemish, my magic wand makes it disappear. If there’s a spot on your suit, I use a spot treatment to remove it. If there’s a random street sign in an otherwise perfect photo, I chop it out. There’s lots of little remodels that I do to make your images just right.

232. The statement described above is viewable here:

<https://amandasummerlin.com/wedding-photography-fuqs/>.

233. A true and correct copy of the relevant portions of the Amanda Summerlin statement described above is in the Appendix at pages 198-203.

234. Some wedding photographers create photographs using a “light and airy” style, a contra-distinct style from my moody style. *See infra*, ¶¶ 169-79.

235. Jenna Bechtholt Photography wrote a blog post entitled “My Process for a Light + Airy Aesthetic” where she explains her “process in creating a light and airy

look, which includes an editing element” and “what goes into how I create photographs before I start editing!”

236. Jenna Bechtholt Photography’s wedding photographs include the following:



237. The above statement and photographs are viewable here:

<https://www.jennabechtholt.com/light-airy-photography-aesthetic/> and  
<https://www.jennabechtholt.com/wedding-portfolio/>.

238. True and correct screenshots of the relevant portions of Jenna Bechtholt Photography’s website, including the above statements and photographs, are in the Appendix at pages 204-211.

239. I describe my own style as “moody” and I strive to have all of my photographs reflect this style. *See infra*, ¶¶ 169-79.

240. There are significant stylistic differences between “moody” photographs and “light and airy” photographs.

241. For example, compare a copy of my photograph (left) with a photography by Jenna Bechtholt Photography (right):



242. For that reason, I would decline to create “light and airy” engagement and wedding photographs similar to those described in paragraphs 235-238, no matter who requested the photography, because that photography style conflicts with my moody style.

243. For example, when a prospective heterosexual couple asked if I could offer “a brighter and more colorful look” to my engagement and wedding photographs, I replied that my “editing process is really integral to the stories I’m able to create, I don’t think it’d be in either of our best interest for me to create a different style/deviate from my current workflow” and offered to make a referral rather than fulfill the request.

244. A true and correct copy of a redacted version of the above statements are in the Appendix at pages 212-213.

245. Other wedding photographers are also willing to photograph engagements and weddings that I am unable to photograph because of my religious beliefs about marriage, such as engagements and weddings other than those between one man and one woman or engagements and weddings with themes I object to.

246. For example, Creatrix Photography photographer Jenna explained that Jenna’s “long term goal is being a renowned polyamory portrait photographer.”

247. Creatrix Photography photographed “triad portraits” and wrote a blog post entitled “Polyamory Triad Portraits.”

248. The blog post explains:

It’s been an honor to help serve the polyamory community. In an industry still adjusting to LGBT couples, adding a third or fourth or fifth really throws people for a loop. However, I have a decent amount of experience at this point and frankly, I’d love more! I think all forms of relationships, commitments and orientations deserve beautiful moments in life and of course, deserve those moments to be documented.

Speaking of, here are these amazing Polyamory Triad Portraits. What is a triad? It’s when there are three people in a relationship. Sometimes, all three people date. Other times, like the one I’m about to show you, is a V, meaning two people date the same person but are just friends with one another. Harley and Sara are best of friends, which absolutely shows. Nate is a lucky dude and he knows it.

249. Creatrix Photography’s “triad portraits” include the following:



250. The above statements and photographs are viewable here:

<https://creatrixphotography.com/polyamory-portrait-photographer/> and  
<https://www.creatrixphotography.com/polyamory-triad-portraits/>.

251. Creatrix Photography also photographed a polygamous marriage and wrote a blog post about the wedding and polygamy: “There is no right way to relationship. Polyamory simply isn’t a threat to monogamy. Monogamy is often its own worst enemy, with or without outside influence. Every relationship is different. I’ve seen

polyam relationships grow and fizzle just as rapid and often as monogamous relationships.”

252. Creatrix Photography’s wedding photographs include the following:



253. The above statements and photographs are viewable here:

<https://creatrixphotography.com/polyamory-wedding/>.

254. True and correct screenshots of the relevant portions of Creatrix Photography’s website, including the above statements, photographs, and additional photographs are in the Appendix at pages 214-227.

255. Several photographers also take photographs of marijuana-themed weddings.

256. For example, the website Love and Marij describes several photographers across the country as “Cannabis Friendly Wedding Photographers.”

257. The above statement is viewable here:

<http://loveandmarij.com/vendors/wedding-photo-video-photobooth/>.

258. A true and correct copy of the above statement is in the Appendix at pages 228-230.

259. Wedding photographer Rachel Artime is listed on Love and Marij’s website and states her cannabis policy is that she is “open to all things cannabis!”

260. Rachel Artime’s Love and Marij listing includes the following photograph:



261. The above statement and photograph are viewable here:

<https://loveandmarij.com/vendor/rachel-artime-photo/>.

262. True and correct screenshots of Rachel Artime’s Love and Marij listing, including the above statement and photograph, are in the Appendix at page 231.

263. Other photographers take photographs of “satanic” and “voodoo” weddings.

264. The website Misfit Weddings posted an article entitled “Ralis and Katie’s Satanic Wedding” featuring a “traditional Satanic wedding, officiated by the Church of Satan.”

265. The above article includes the following photographs:



266. The above article and photographs are viewable here:

<https://www.misfitwedding.com/blog/ralis-and-katies-satanic-wedding>.

267. True and correct screenshots of the relevant portions of Misfit’s Weddings website, including the above statement, photographs, and additional photographs are in the Appendix at pages 232-237.

268. Other photographs have photographed movie-themed cosplay weddings.

269. For example, Delirious Weddings posted a blog post entitled “Lee and Charley’s Amazing Movie-Themed Cosplay Wedding, Hockley.”

270. The above blog post includes the following photographs:



271. The above blog post and photographs are viewable here:

<https://www.deliriousweddings.com/blog/2016/10/16/lee-and-charlies-amazing-movie-themed-cosplay-wedding-hockley>.

272. True and correct screenshots of the relevant portions of Delirious Weddings’ website, including the above blog post, photographs, and additional photographs are in the Appendix at pages 238-241.

273. I would decline to photograph engagements and weddings similar to those in paragraphs 255-272, no matter who requested the photography, because of my religious beliefs that marijuana-themed, satanic, and superhero-themed ceremonies are profane or trivialize the sacred nature of the wedding ceremony and I cannot tell stories promoting or celebrating a ceremony contrary to my religious beliefs.

274. I would also decline to photograph a same-sex engagement session or wedding, no matter who requested the photography, because of my religious beliefs that God created marriage to be an exclusive covenant between one man and one woman and I cannot tell stories promoting or celebrating a ceremony contrary to my religious beliefs. Genesis 1:27, 2:24; Hebrews 13:4.

275. My decision not to photograph weddings like those described in paragraphs 234-274 is always because of the message being celebrated, not the status of the client or the couple getting married.

276. I would decline a request to create engagement or wedding photography celebrating ideas that violate my beliefs no matter who asked me.

277. For example, some wedding photographers create photographs of “styled” same-sex engagements and weddings.

278. “Styled” means the event is staged with models often acting as the marrying couple.

279. “Styled” photoshoots are designed to inspire creativity in the photographers who participate, create, and build networks with other photographers and create and build a portfolio.

280. Equally Wed, for example, describes itself as “an international online LGBTQ+ wedding magazine” and lists several posts on “styled” same-sex weddings.

281. The above statement and posts are viewable here:

<https://equallywed.com/tag/styled-shoot/>.

282. A true and correct copy of the relevant portions of Equally Wed’s website is in the Appendix at pages 242-249.

283. For example, Equally Wed featured a blog post for a styled-shoot entitled “Historic mansion Winter Wedding Inspiration.”

284. The styled shoot included two female models, Sarah Shellhorn and Emily Boyd.

285. The styled photoshoot included the following photographs:



286. The above blog post and photographs are viewable here:

<https://equallywed.com/historic-mansion-winter-wedding-inspiration/>.

287. True and correct copies of the relevant portions of the above website, photographs, and additional photographs are in the Appendix at pages 250-255.

288. I would not photograph a “styled” engagement or wedding celebrating a polygamous marriage, even if the models were all heterosexual.

289. I would not photograph a “styled” engagement or wedding celebrating a same-sex wedding depicting two men or two women, even if both of the models were heterosexual.

290. But I will create photographs for anyone, so long as the message is consistent with my artistic and religious beliefs.

291. For example, I would photograph a “styled” engagement or wedding celebrating an opposite-sex wedding depicting one man and one woman even if the models were homosexual or bisexual.

292. I will also create photographs for gay or lesbian clients, such as LGBT business owners seeking branding photography.

293. I will create photographs for the wedding of one man and one woman if I were hired by the future bride’s gay father or by the future groom’s lesbian mother.

294. I will create photographs for the wedding of one man and one woman if I were hired by the couple's gay or lesbian wedding planner.

295. I will also create photographs for a wedding between a bisexual woman and a heterosexual man so long as the couple intends the marriage to be a lifelong union between that one man and one woman.

296. I will also create photographs for a wedding between a homosexual man and a heterosexual woman so long as the couple intends the marriage to be a lifelong union between that one man and one woman.

297. As for paragraph 296, of adults who identify as gay or lesbian and currently raise children, about 18% have "a different-sex married spouse" according to a report by the Williams Institute.

298. A true and correct excerpt from the relevant portions of the above Williams Institute report are in the Appendix at pages 256-258.

299. Similarly, according to a Gallup report, 13.1% of LGBT persons are married to members of the opposite-sex.

300. A true and correct copy of the above report is in the Appendix at pages 259-263.

Many commissioned photographers and businesses promote same-sex weddings.

301. Many photographers use their artistic discretion to create images of same-sex weddings.

302. There are many photographers in or close to New York who freely express their beliefs in favor of same-sex marriage by posting statements supporting same-sex marriage, posting photographs of same-sex marriage on their websites and social media sites, posting statements describing the photographers' beliefs in favor of same-sex engagements and weddings, and acknowledging the photographers' willingness to photograph same-sex weddings.

303. For example, Nicki at De Nueva Photography, a New York photographer, states on her website, “I fully support marriage equality and am an LGBTQ+ advocate and ally. I strive to have as inclusive a business as possible. All of my client material is gender neutral and I always ask for pronouns before a session.”

304. She adds that “I donate monthly to social justice organizations such as the ACLU, Planned Parenthood, Emily's List, Equal Justice Initiative, and the International Rescue Committee and make an extra donation for each wedding booked.”

305. The above statements are viewable here: <https://denuevaphoto.com/about/>.

306. De Nueva’s website also features photographs of same-sex engagements and weddings viewable here:

- <https://denuevaphoto.com/weddings/>;
- <https://denuevaphoto.com/nycproposals-engagement-photos/>;
- [https://denuevaphoto.com/pp\\_gallery/udson-valley-wedding-jalynn-tiffany/](https://denuevaphoto.com/pp_gallery/udson-valley-wedding-jalynn-tiffany/);
- <https://denuevaphoto.com/blog/page/2/>; and
- [https://denuevaphoto.com/pp\\_gallery/new-york-botanical-garden-wedding/](https://denuevaphoto.com/pp_gallery/new-york-botanical-garden-wedding/).

307. A true and correct copy of the websites, statements, and true and correct copies of some of the same-sex engagement and wedding photographs described above are in the Appendix at pages 264-275.

308. Natura Collective Photography states on its website: “If it isn’t obvious enough on our about page, we are super gay [and gay friendly]. You just found your Brooklyn gay wedding photographer, so start the party now.” It also explains

TO MAKE OUR STANCE + VALUES EXTREMELY CLEAR We will absolutely not tolerate racism, homophobia, sexism, or discrimination of any kind. We are an inclusive wedding vendor and it brings us joy to capture weddings for all of our couples, no matter their religious beliefs, size, sexuality, or skin color. We strive to be actively anti-racist and are dedicated to the Black Lives Matter movement. As part of the LGBTQ+ community and

being in an interracial relationship we understand that representation matters.

309. Natura Collective Photography's website also features photographs of same-sex engagements and weddings viewable here:

- <https://naturacollective.com/your-favorite-nyc-destination-wedding-photographers/>;
- <https://naturacollective.com/brooklyn-gay-wedding-photographer/>;
- <https://naturacollective.com/photos/>;
- <https://naturacollective.com/disney-wonder-bahamas-wedding/>;
- <https://naturacollective.com/dumbo-surprise-proposal-photos/>;
- <https://naturacollective.com/brooklyn-engagement-photographer/>;
- <https://naturacollective.com/new-england-wedding-photographer/>; and
- <https://naturacollective.com/nyc-lgbt-elopement-photographer/>.

310. A true and correct screenshot of the relevant portions of the statement, websites, and true and correct copies of some of the same-sex engagement and wedding photographs described above are in the Appendix at pages 276-282.

311. Le Image, another New York photography company, posts photographs of same-sex weddings on its website and states, "Our photography and video studio have been honored to capture beautiful same sex weddings at the top venues in NYC. Huge supporters of the LGBT community and equal marriage laws, our photographers and videographers provide stunning wedding photo and video for you and your partner to cherish for a lifetime!"

312. The above statements and photographs are viewable here:

- <https://www.leimageinc.com/weddings/same-sex-weddings/>;
- <https://www.leimageinc.com/weddings/same-sex-weddings/brookside-banquets-wedding/>;
- <https://www.leimageinc.com/weddings/same-sex-weddings/26-bridge/>;

- <https://www.leimageinc.com/weddings/same-sex-weddings/central-park-wedding/>;
- <https://www.leimageinc.com/weddings/same-sex-weddings/green-building-wedding/>;
- <https://www.leimageinc.com/weddings/same-sex-weddings/same-sex-nyc-central-park-elopement/>;
- <https://www.leimageinc.com/weddings/same-sex-weddings/deity-brooklyn-wedding/>; and
- <https://www.leimageinc.com/weddings/same-sex-weddings/maison-may-dekalb-wedding/>.

313. A true and correct screenshot of the relevant portions of the blog, websites, and true and correct copies of some of the same-sex wedding photographs described above are in the Appendix at pages 283-293.

314. Studio A Images photographs same-sex weddings in New York and New Jersey. The company's website states, "My business has always been firmly rooted in inclusivity and equality." In its "Summer of Love" project, Studio A Images highlighted several same-sex weddings, explaining, "To start things off and celebrate Pride Month, I'll be showcasing some of my favorite same-sex weddings and engagement sessions."

315. The above statements and blogs and photographs of same-sex weddings are viewable here:

- <http://studioaimages.com/blog/about/>;
- <http://studioaimages.com/blog/category/lgbtq/page/2/>;
- <http://studioaimages.com/blog/2019/05/01/hotel-du-village-wedding-photos-bucks-county-wedding-photographer-don-ryan/>;
- <http://studioaimages.com/blog/2015/11/11/harvest-on-hudson-wedding-photos-nyc-wedding-photographer/>;

- <http://studioaimages.com/blog/2015/06/11/liberty-house-wedding-nyc-wedding-photographer/>;
- <http://studioaimages.com/blog/2015/09/28/nyc-wedding-photos-nyc-wedding-photographer/>;
- <http://studioaimages.com/blog/2019/06/05/kolo-klub-wedding-photos-hoboken-wedding-photographer-kate-laura/>;
- <http://studioaimages.com/blog/2018/06/25/metropolitan-building-wedding-photos-nyc-wedding-photographer-emily-julia/>;
- <http://studioaimages.com/blog/2019/06/10/epic-liberty-house-wedding-photos-jersey-city-wedding-photographer-yani-divinity/>;
- <http://studioaimages.com/blog/2015/06/01/gay-friendly-wedding-photographer-nyc-wedding-photographer/>.

316. A true and correct screenshot of the relevant portions of the blog and websites and true and correct copies of some of the same-sex wedding photographs described above are in the Appendix at pages 294-310.

317. Susan Stripling, a New York-based photographer, wrote on her website, “I celebrate love. I celebrate marriage equality. I embrace, welcome, and wholeheartedly celebrate same sex marriage. I am honored to document LGBTQ+ weddings.”

318. The above statements and examples of same-sex engagement and wedding photographs are viewable here:

- <https://www.susanstripling.com/>;
- <https://www.susanstripling.com/same-sex-wedding-photography-new-york>;
- <https://www.susanstripling.com/engagements>;
- <https://susanstripling.com/blog/wedding-at-shadowbrook-at-shrewsbury/>; and
- <https://www.susanstripling.com/weddings/nyc-gay-wedding-photography>.

319. A true and correct screenshot of the relevant portions of the blog and true and true and correct copies of some of the same-sex engagement and wedding photographs described above are in the Appendix at pages 311-319.

320. And there are many other photographers in or close to New York who support and celebrate same-sex weddings, as seen on statements or blogs on their business and social media sites:

- <https://www.laurierhodes.com/gay-wedding-photography-new-york/>;
- <https://www.hudsonriverphotographer.com/lgbq-wedding-photography-new-york/>;
- <https://www.instagram.com/hudsonriverphotographer/>;
- <https://www.hudsonriverphotographer.com/wedding-at-red-maple-vineyard/>;
- <https://www.hudsonriverphotographer.com/wedding-at-deer-mountain-inn/>;
- <https://angelacappetta.com/love-is-love/>;
- <https://www.parkavestudio.com/galleries/lgbt-wedding-photography-and-videos/>;
- <http://kellyprizel.com/about-kelly/>;
- <https://www.instagram.com/kellyprizelphoto/>;
- <https://www.katealisonphoto.com/about>;
- <http://ciaobella-studios.com/a-little-magic-two-gorgeous-people-and-so-much-love-same-sex-backyard-diy-wedding-in-rochester-ny/>;
- <http://ciaobella-studios.com/about/>;
- <https://ambermarlow.com/blog/tag/same-sex+wedding>;
- <https://ambermarlow.com/blog/northfork-vineyard-gay-wedding>;
- <https://ericacamilleproductions.com/>;
- <https://www.stevenrosenphotography.com/me>;
- <https://www.stevenrosenphotography.com/the-ceremony>; and
- <https://www.stevenrosenphotography.com/couples-portraits>.

321. True and correct copies of the relevant portions of the above statements and blogs and some of the same-sex engagement and wedding photographs from the photographers' websites and social media sites described above are in the Appendix at pages 320-366.

My photographs are unique because they reflect my religious beliefs.

322. I take and edit each engagement and wedding photograph with the goal of promoting and celebrating engagements and marriages between one man and one woman.

323. My artistic and editorial judgments about how to create photographs produce a message promoting and celebrating marriages between a man and a woman.

324. Photographs promoting same-sex marriage require different photography techniques and promote different ideas.

325. The book entitled "The New Art of Capturing Love: The Essential Guide to Lesbian and Gay Wedding Photography" by Kathryn Hamm and Thea Dodds provide examples for photographers desiring to photograph same-sex weddings.

326. For example, Hamm and Dodds explain differences in posing necessary to create photographs for opposite-sex and same-sex weddings:

Traditional wedding photography relies on basic assumptions built around a white gown and a tux (or dark suit), masculine and feminine gender roles, and expectations of the physical differences between a man and a woman. Generally speaking, these assumptions do not translate well to most same-sex couples. For example, while a dip pose (a wedding-playbook standard) might easily translate to the average straight couple, the pose could fall flat—literally and figuratively—for a same-sex couple.

327. At the same time, Hamm and Dodds recommend to not "presume that in every couple there is a 'masculine one' and a 'feminine one' and that, as such, they should be assigned to the standard male-female poses."

328. Hamm and Dodds recommend poses for “two grooms in matching black attire” and poses featuring two brides with two gowns.

329. Hamm and Dodds also recommend showcasing details of a same-sex wedding differently, noting that “[a]n isolated cufflink, ring, or pair of men’s shoes could be at any wedding; these images shine because it’s clear that those items belong to *two* grooms” and “[y]ou can also play on the grooms’ pairing of ties, shoes, pocket squares, and doting mothers, or on the brides’ pairing of sashes, shoes, hair accessories, or proud grandmothers.”

330. Hamm and Dodds also recommend taking the preparation photographs differently for same-sex weddings, explaining

Generally, at a heterosexual wedding, the primary photographer stays with the bride while she gets ready, and the second photographer (if there is one) covers the groom and his attendants. In the two-brides or two-grooms scenarios, you must consider how to best serve your clients. If the brides (or grooms) will be getting ready together, then it’s much easier to work the event alone as a primary photographer.

331. A true and correct copy of the above statements and other relevant portions of “The New Art of Capturing Love: The Essential Guide to Lesbian and Gay Wedding Photography” are in the Appendix at pages 367-380.

332. In an article on Equally Wed entitled “How to Hire a Wedding Photographer for Your Gay Wedding,” the author writes

It’s a rough lesson to learn after you have hired someone who takes exceptional photos but is suddenly putting you and your partner into over-the-top heteronormative poses. Many of the world’s leading photographers are nervous doing their first same-sex wedding because of one simple fact: They’ve built their entire career on pigeon-holing their couples into gender-specific heterosexual ideals of what’s the ‘norm.’

333. The above article is viewable here: <https://equallywed.com/hire-wedding-photographer-gay-wedding/>.

334. A true and correct copy of the relevant portions of the above article are in the Appendix at pages 381-387.

335. Casey Fatchett, a New York-based wedding photographer according to his social media account, notes, “You can rest assured that not only do I support your union, but that I have the experience photographing them to know how to work with you without simply placing you in the same scenarios someone would do with a straight couple. That’s not how it works.”

336. The above statements and examples of same-sex wedding photographs are viewable here: <https://fatchett.com/same-sex-wedding-photographer/>.

337. A true and correct screenshot of the relevant portions of the blog and true and correct copies of some of the same-sex engagement photographs described above are in the Appendix at pages 388-389.

338. My photographs celebrating engagements and weddings between one man and one woman promote different images than photographs depicting same-sex engagements and weddings.

339. But other wedding photographers exercise their editorial and artistic judgment about the types of art they create differently than I do.

340. For example, compare my photograph of an engagement (left) with a photograph of a same-sex engagement by another photographer (right):



341. Compare also my photograph of an engagement (top) with a photograph of a same-sex engagement by another photographer (bottom):

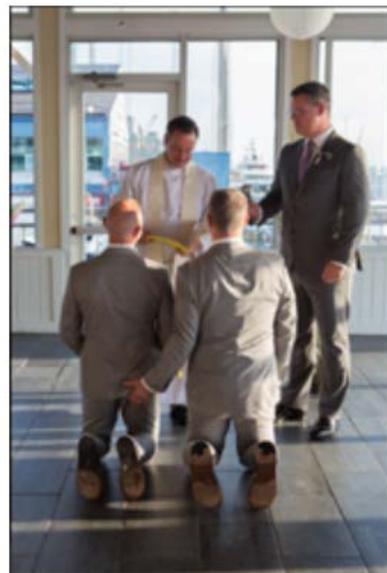


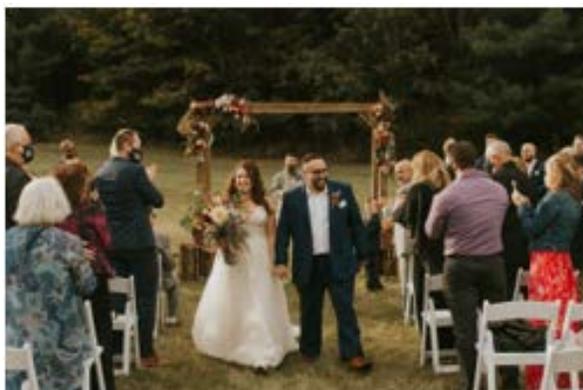
342. True and correct copies of my photographs above (left and top) are in the Appendix at page 123, and true and correct copies of other photographers' photographs above (right) are in the Appendix at pages 280 and 319.

343. For additional illustrative comparisons, compare and correct copies of my engagement photographs in the Appendix at pages 123-125 with true and correct copies of other photographers' engagement photographs in the Appendix at pages 271, 280, and 298.

344. Also compare my photographs of weddings (left) below with photographs of same-sex weddings by other photographers (right):











345. True and correct copies of my wedding photographs above (left) are in the Appendix at pages 129, 131-132, 135-136, 140-141, and 144-147, and true and correct copies of other photographers' wedding photographs above (right) are in the Appendix at pages 273, 282, 291, 309, 318, 332-334, 357, and 366.

346. For additional illustrative comparisons, compare true and correct copies of my wedding photographs in the Appendix at pages 126-150 with true and correct copies of other photographers' wedding photographs in the Appendix at pages 220, 222-227, 231-232, 273-275, 280-282, 284-287, 290-293, 297-298, 300-301, 308-310, 318, 320, 332-324, 330-334, 339, 346-350, 353-358, 360, and 366.

347. Along with my photography, like other photographers, I express my beliefs about marriage on my blog when I post my photographs.

348. For example, compare my blog posts, celebrating the sanctity of marriage between one man and one woman, in the left column below with blog posts by other photographers, celebrating same-sex weddings, in the right column:

<p>“It was such a beautiful thing to witness, God joining them together as husband and wife, and I can’t wait to see how their love story grows! &lt;3”</p>	<p>“Love is love is love is love. However, sometimes words fail me. When attempting to describe how incredibly important I believe it is for people to be able to love the one they love the most, I cannot find the words. It is such a simple thing, to be able to marry your soulmate. It should be such a simple thing. It should always be a glorious celebration, a beautiful thing to be treasured, and a right that we should all celebrate equally.”</p>
<p>“And that day, before God, they became one. It truly was <b>such</b> an incredible testament to the beauty of marriage in it of itself. No bells and whistles... just one man and one woman making a vow to love, to serve, and to cherish one another for a lifetime. &lt;3”</p>	<p>“Their wedding celebration was full of emotions AND singing. Friends sang their first dance and Julia surprised Emily with a song later in the reception. This wedding was full of love and joy (and song) and I was honored to be a part of their celebration.”</p>

349. True and correct copies of my blog posts above (left) are in the Appendix at pages 105 and 110, and true and correct copies of other photographers’ blog posts above (right) are in the Appendix at pages 316 and 304-305.

350. I have personally visited and viewed each of the websites referred to in this Declaration on April 5, 2021.

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

352. I have personally viewed every document and other materials referred to in this Declaration and in the Appendix on April 5, 2021.

**DECLARATION UNDER PENALTY OF PERJURY**

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

Executed this 5th day of April 2021 at Chemung County, New York.

  
\_\_\_\_\_  
Emilee Carpenter

**TABLE OF CONTENTS: APPENDIX TO PLAINTIFFS' BRIEF IN SUPPORT  
OF PLAINTIFFS' PRELIMINARY INJUNCTION MOTION**

<b>Description</b>	<b>Appendix Page Number(s)</b>
Emilee Carpenter, LLC's Registration Status with the New York State Department of State	1-2
Emilee Carpenter, LLC's Operating Agreement	3-25
Emilee Carpenter Photography's Website Pages	26-47
Emilee Carpenter Photography's Social Media Pages	48-57
Emmanuel Community Church's Statement of Faith	58-65
Emilee Carpenter Photography's Form Wedding Contract	66-75
Laura Lee Creative Article	76-78
SLR Lounge Article	79-87
Photography Concentrate Article	88-99
New York Times Article	100-104
Emilee Carpenter Photography's Blog Posts	105-122
Emilee Carpenter Photography's Engagement Photographs	123-125

Emilee Carpenter Photography's Wedding Photographs	126-150
Emilee Carpenter Photography's Before/After Photographs	151-153
Emilee Carpenter Photography's Branding Photographs	154-156
Sam Allberry Book Excerpt	157-160
Albert Mohler Article	161
Kevin DeYoung Article	162-167
Engaged Legal Collective Article	168-175
Jeffrey House Photography Wedding Contract	176-179
Susan Stripling Website Pages on Style	180-197
Amanda Summerlin Website Pages on Style	198-203
Jenna Bechtholt Photography Blog Post	204-211
Emilee Carpenter Photography Email	212-213
Creatrix Photography Website Pages, Blog Posts, and Photographs	214-227
Love and Marij Website Pages and Photographs	228-230

Misfit Wedding Article and Photographs	232-237
Delirious Weddings Blog Post and Photographs	238-241
Equally Wed Website Pages, Articles, and Photographs	242-255
The Williams Institute Report	256-258
Gallup Report	259-263
Other Photographers' Website Pages, Blog Posts, Social Media Posts, and Photographs Promoting Same-Sex Marriage	264-366
The New Art of Capturing Love Book Excerpts	367-380
Equally Wed Article	381-387
Casey Fatchett Website Pages	388-389

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through March 29, 2021.

Selected Entity Name: EMILEE CARPENTER, LLC

Selected Entity Status Information

**Current Entity Name:** EMILEE CARPENTER, LLC

**DOS ID #:** 5635396

**Initial DOS Filing Date:** OCTOBER 09, 2019

**County:** CHEMUNG

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC LIMITED LIABILITY COMPANY

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

EMILEE CARPENTER, LLC

[REDACTED]  
[REDACTED] NEW YORK, [REDACTED]

**Registered Agent**

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

### \*Stock Information

# of Shares	Type of Stock	\$ Value per Share
-------------	---------------	--------------------

JA0145

App. 001

No Information Available

\*Stock information is applicable to domestic business corporations.

### Name History

Filing Date	Name Type	Entity Name
OCT 09, 2019	Actual	EMILEE CARPENTER, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) | [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)  
[Homepage](#) | [Contact Us](#)

---

**OPERATING AGREEMENT  
OF  
EMILEE CARPENTER, LLC**

---

The terms of this Operating Agreement, effective as of the October 9, 2019, are adopted by the undersigned party.

**WHEREAS**, a limited liability company known as Emilee Carpenter, LLC (the “Company”) was formed pursuant to Section 203 of the Limited Liability Company Law of the State of New York on October 9, 2019; and

**WHEREAS**, the undersigned desires to establish the rights and obligations of the Members of the Company with respect to the Company and each other and to establish the manner in which the Company shall be organized and operated;

**NOW, THEREFORE**, the undersigned, as the sole initial Member of the Company, adopts the following terms for the operation of said limited liability company:

**ARTICLE I**  
**DEFINITIONS**

**1.1 Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) **“Act”** shall mean the New York Limited Liability Company Act, as amended.

(b) **“Agreement”** shall mean this Operating Agreement.

(c) **“Articles of Organization”** shall mean the Articles of Organization of the Company filed with the New York Secretary of State, as they may from time to time be amended.

(d) **“Capital Account”** as of any date shall mean the Capital Contribution to the Company by a Member, adjusted as of such date pursuant to this Agreement.

(e) **“Capital Contribution”** shall mean any contribution by a Member to the capital of the Company of cash, property, or services rendered or of a promissory note or other obligation to contribute cash or property or to render services.

(f) **“Code”** shall mean the Internal Revenue Code of 1986, as amended.

(g) **“Company”** shall mean Emilee Carpenter, LLC, the limited liability company governed by this Agreement.

(h) **“Distribution”** means any cash and other property paid to a Member by the Company from the operations of the Company.

(i) **“Fiscal Year”** shall mean the fiscal year of the Company, which shall be the calendar year.

(j) **“Manager”** shall mean each Person, if any, listed in the Articles of Organization or in Exhibit A of this Agreement as a manager of the Company or any other individual that succeeds him, her, or it as such a manager pursuant to this Agreement.

(k) **“Member”** shall mean each Person who or which executes a counterpart of this Agreement as a Member and each Person who or which may hereafter become a party to this Agreement.

(l) **“Membership Interest”** shall mean, with respect to the Company, the aggregate of all individual Membership Interests and with respect to any Member the ratio of the interest of such Member to the aggregate of all individual Membership Interests. The Membership Interest of each Member is designated in Exhibit B of this Agreement.

(m) **“Net Losses”** shall mean the losses of the Company, if any, determined in accordance with United States generally accepted accounting principles employed under the cash method of accounting.

(n) **“Net Profits”** shall mean the income of the Company, if any, determined in accordance with generally accepted accounting principles employed under the cash method of accounting.

(o) **“Person”** shall mean any corporation, individual, governmental authority, limited liability company, partnership, trust, unincorporated association, or other entity.

(p) **“Selling Member”** shall mean a Member desiring to sell a Membership Interest.

(q) **“Treasury Regulations”** shall mean all proposed, temporary and final regulations promulgated under the Code as from time to time are in effect.

(r) **“Withdrawal”** shall mean a Member’s dissociation from the Company by any means.

## **ARTICLE II** **ORGANIZATION**

**2.1 Formation.** On the October 9, 2019, the Company was formed by the filing with the New York State Department of State the Company’s Articles of Organization, pursuant to and in accordance with the Act.

**2.2 Name.** The name of the Company is Emilee Carpenter, LLC.

**2.3 Principal Place of Business.** The principal place of business of the Company within the State of New York shall be at [REDACTED] New York [REDACTED], County of Chemung. The Company may establish any other places of business which the Member(s) may from time to time deem advisable.

**2.4 Term.** The term of the Company shall be perpetual from the date of filing of the Articles of Organization with the New York State Department of State, unless the Company is dissolved sooner pursuant to Article X of this Agreement or the Act.

**2.5 Purposes.** The Company is organized to engage in any lawful activity for which a company may be organized under New York law.

## **ARTICLE III** **MEMBERS**

**3.1 Names and Addresses.** The names and addresses of the Members are as set forth in Exhibit B of this Agreement, as may be amended from time to time to account for the relocation, withdrawal, and addition of Members.

**3.2 Initial Member.** The initial Member of the Company is Emilee Carpenter who is hereby granted a one hundred percent (100%) Membership Interest in the Company.

**3.3 Additional Members.** A Person may be admitted as a Member after the date of this Agreement upon the vote or written consent of a majority of the Membership Interests.

**3.4 Books and Records.** The Company shall keep books and records of accounts and minutes of all meetings of the Members. Such books and records shall be maintained on a cash basis in accordance with this Agreement.

**3.5 Information.** Each Member may inspect, during ordinary business hours and at the principal place of business of the Company, the Articles of Organization, the Operating Agreement, the minutes of any meeting of the Members, and any tax returns of the Company filed for the immediately preceding three (3) taxable years.

**3.6 Limitation of Liability.** Each Member's liability for Company debts, liabilities, and obligations shall be limited as set forth in this Agreement, the Act, and other applicable law. A Member shall not be personally liable for any indebtedness, liability, or obligation of the Company, except that such Member shall remain personally liable for the payment of his, her, or its Capital Contribution and as otherwise set forth in this Agreement, the Act, and any other applicable law.

**3.7 Sale of All Assets.** The Members shall have the right, by the vote or written consent of at least two-thirds (2/3) of all Membership Interests or such greater proportion as may be required by applicable law, to approve the sale, lease, exchange, or other disposition of all or substantially all of the assets of the Company.

**3.8 Priority and Return of Capital.** No Member shall have priority over any other Member, whether for the return of a Capital Contribution or for Net Profits, Net Losses, or a Distribution; provided, however, that this section shall not apply to any loan or other indebtedness (as distinguished from a Capital Contribution) made by a Member to the Company.

**3.9 Liability of a Member to the Company.** A Member who or which rightfully receives the return of any portion of a Capital Contribution is liable to the Company only to the extent now or hereafter provided by the Act. A Member who or which receives a Distribution made by the Company in violation of this Agreement or made when the liabilities of the Company exceed its assets (after giving effect to such Distribution) shall be liable to the Company for the amount of such Distribution.

**3.10 Financial Adjustments.** No Members admitted after the date of this Agreement shall be entitled to any retroactive allocation of losses, income, or expense deductions incurred by the Company. The Members may, in accordance with the Code and with any other

applicable law, by majority vote of the Membership Interests, at the time a Member is admitted, close the books and records of the Company (as though the Fiscal Year had ended) or make pro rata allocations of loss, income, and expense deductions to such Member for that portion of the Fiscal Year in which such Member was admitted in accordance with the Code.

#### **ARTICLE IV** **MANAGEMENT**

**4.1 Management.** Management of the Company shall be by its Members. The Members reserve the right to appoint a Manager, Managers, or a class or classes of Managers to manage the Company.

**4.2 Powers of Members.** Except as set forth in this Agreement, the Members shall have power and authority, on behalf of the Company to (a) purchase, lease, or otherwise acquire from, or sell, lease, or otherwise dispose of to, any Person any property, (b) open bank accounts and otherwise invest the funds of the Company, (c) purchase insurance on the business and assets of the Company, including the lives of its Members, (d) commence lawsuits and other proceedings, (e) enter into any agreement, instrument, or other writing, (f) retain accountants, attorneys, or other agents, and (g) take any other lawful actions that the Members consider necessary, convenient, or advisable in connection with any business of the Company.

**4.3 Binding Authority.** Unless authorized to do so by this Agreement or by a vote of a majority of the Membership Interests, no Person not a Member shall have any power or authority to bind the Company. No person, regardless of whether a Member, shall be permitted to take any action on behalf of the Company inconsistent with or in contravention of any provision of the Company's Articles of Organization or of this Operating Agreement without the unanimous written consent of the Members.

**4.4 Liability for Certain Acts.** A Member shall not be liable to the Company or any other Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of the gross negligence or willful misconduct of such Member.

**4.5 No Exclusive Duty to Company.** A Member shall incur no liability to the Company or any other Member as a result of engaging in any other business interests or activities.

**4.6 Indemnification.** The Company shall, to the maximum extent permitted by the laws of the State of New York, defend, indemnify, and hold harmless each Member from and against all claims, liabilities, costs, or expenses (including reasonable attorneys' fees) incurred by such Member as a direct or indirect result of any action or omission by the Company or any other Member or as a direct or indirect result of any action or failure to act by the Member while engaging in any activity for, on behalf of, or in connection with the Company; provided, however, that the Company shall not defend, indemnify, or hold harmless any Member from any claim that has been finally determined by a court of competent jurisdiction to have arisen out of or to be attributable to the willful misconduct or recklessness of such Member.

**4.7 Officers.** The Members may designate one (1) or more individuals as officers of the Company who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Members. Any officer may be removed by the Members at any time, with or without cause. Each officer shall hold office until his or her successor is elected and qualified. The salaries and other compensation of the officers shall be fixed by the Members.

## **ARTICLE V**

### **MEETINGS OF MEMBERS**

**5.1 Annual Meeting.** The annual meeting of the Members shall be held on the third Tuesday in March or at such other time as shall be determined by the vote or written consent of the Membership Interests for the purpose of the transaction of any business as may come before such meeting.

**5.2 Special Meetings.** Special meetings of the Members, for any purpose or purposes, may be called by any Member holding not less than ten percent (10%) of the Membership Interests.

**5.3 Place of Meetings.** Meetings of the Members may be held at any place, within or outside the State of New York, for any meeting of the Members designated in any notice of such meeting. If no such designation is made, the place of any such meeting shall be the principal office of the Company.

**5.4 Meeting by Remote Means.** Members shall be permitted to participate in meetings by electronic or other means of communication, provided that all Members who attend the meeting, whether in person or by means of any form of remote communication, shall be able to hear each other meeting participant and communicate with each other meeting participant simultaneously. A Member's participation in a meeting by means described in this section shall constitute presence at the meeting for all purposes.

**5.5 Notice of Meetings.** Written notice stating the place, day, and hour of the meeting, indicating that it is being issued by or at the direction of the Person or Persons calling the meeting and stating the purpose or purposes for which the meeting is called, shall be delivered no fewer than ten (10), nor more than sixty (60), days before the date of the meeting.

**5.6 Record Date.** For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of such meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, shall be the record date for making such a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this section, the determination shall apply to any adjournment of the meeting.

**5.7 Quorum.** Members holding not less than a majority of all Membership Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any meeting of Members, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at such meeting. At an adjourned meeting at which a quorum shall be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interest whose absence results in less than a quorum being present.

**5.8 Manner of Acting.** If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority of Membership Interests shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by applicable law, the Articles of Organization, or this Agreement.

**5.9 Proxies.**

(a) A Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact.

(b) Every proxy must be signed by the Member or his, her, or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided in this section.

(c) The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of any adjudication of such incompetence or of such death is received by any Member.

(d) Except when other provision shall have been made by written agreement between the parties, the record holder of a Membership Interest which he, she, or it holds, as pledgee or otherwise, as security or which belongs to another, shall issue to the pledgor or to such owner of such Membership Interest, upon demand therefor and payment of necessary expenses thereof, a proxy to vote or take other action thereon.

(e) A proxy which is entitled “irrevocable proxy” and which states that it is irrevocable, is irrevocable when it is held by (i) a pledgee, (ii) a Person who has purchased or agreed to purchase the shares, (iii) a creditor or creditors of the Company who extend or continue credit to the Company in consideration of the proxy if the proxy states that it was given in consideration of such extension or continuation of credit, the amount thereof, and the name of the Person extending or continuing credit, or (iv) a nominee of any of the Persons described in clauses (i) - (iii) of this sentence.

(f) Notwithstanding a provision in a proxy stating that it is irrevocable, the proxy becomes revocable after the pledge is redeemed or the debt of the Company is paid and, in a case provided for in Section 5.8(e)(iii) of this Agreement, becomes revocable three (3) years

after the date of the proxy or at the end of the period, if any, specified therein, whichever period is less, unless the period of irrevocability is renewed from time to time by the execution of a new irrevocable proxy as provided in this section. This paragraph does not affect the duration of a proxy under Paragraph (b) of this section.

(g) A proxy may be revoked, notwithstanding a provision making it irrevocable, by a purchaser of a Membership Interest without knowledge of the existence of such proxy.

#### **5.10 Action by Members Without a Meeting.**

(a) Whenever the Members of the Company are required or permitted to take any action by vote, such action may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing setting forth the action so taken shall be signed by the Members who hold the voting interests, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted, and shall be delivered to the office of the Company. Delivery made to the office of the Company shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office of the Company. Delivery made to such office shall be by hand or by certified or registered mail, return receipt requested.

(c) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to each Member who has not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

**5.11 Waiver of Notice.** Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at any meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him, her, or it.

**5.12 Voting Agreements.** An agreement between two (2) or more Members, if in writing and signed by the parties thereto, may provide that in exercising any voting rights, the Membership Interest held by them shall be voted as therein provided, or as they may agree, or as determined in accordance with a procedure agreed upon by them.

## **ARTICLE VI**

### **CAPITAL CONTRIBUTIONS**

**6.1 Capital Contributions.** The initial Member of the Company shall make such a contribution to the capital of the Company as set forth herein. Each Member joining the Company thereafter shall contribute, as the Capital Contribution to be made by him, her, or it, the amount set forth in this or any new Operating Agreement or an amount determined by the Members of the Company upon their consent to the admission of the new Member as a Member of the Company. The Capital Contribution of each Member shall be recorded in Exhibit B to this Agreement.

**6.2 Additional Contributions.** Except as set forth in this Agreement or as determined by the Members in accordance with Section 6.1 hereof, no Member shall be required to make any Capital Contribution.

**6.3 Capital Accounts.** A Capital Account shall be maintained for each Member. Each Member's Capital Account shall be increased by the value of each Capital Contribution made by the Member, allocations to such Member of the Net Profits, and any other allocations to such Member of income pursuant to the Code. Each Member's Capital Account will be decreased by the value of each Distribution made to the Member by the Company, allocations to such Member of Net Losses, and other allocations to such Member pursuant to the Code.

**6.4 Transfers.** Upon a permitted sale or other transfer of a Membership Interest in the Company, the Capital Account of the Member transferring his, her, or its Membership Interests shall become the Capital Account of the Person to which or whom such Membership Interest is sold or transferred in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations.

**6.5 Modifications.** The manner in which Capital Accounts are to be maintained pursuant to this section is intended to comply with the requirements of Section 704(b)

of the Code. If, in the opinion of the Members, the manner in which Capital Accounts are to be maintained pursuant to this Agreement should be modified to comply with Section 704(b) of the Code, then the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

**6.6 Deficit Capital Account.** Except as otherwise required by applicable law or this Agreement, no Member shall have any liability to restore all or any portion of a deficit balance in a Capital Account.

**6.7 Withdrawal or Reduction of Capital Contributions.** A dissociating Member shall not receive from the Company any portion of a Capital Contribution until all debts, liabilities, and obligations of the Company have been paid or there remains property of the Company, in the judgment of a majority of the Membership Interests, sufficient to satisfy all debts, liabilities, and obligations. Notwithstanding the preceding sentence and solely for the purpose of this Section 6.7, the debts, liabilities, and obligations of the Company shall not include debts, liabilities, and obligations owed to Members on account of their Capital Contribution. A Member, irrespective of the nature of the Capital Contribution of such Member, has only the right to demand and receive cash in return for such Capital Contribution.

## **ARTICLE VII ALLOCATIONS AND DISTRIBUTIONS**

**7.1 Allocations of Profits and Losses.** The Net Profits and Net Losses for each Fiscal Year shall be allocated to the Members pro rata in proportion to their Membership Interests.

**7.2 Distributions.** The Company may from time to time, in the discretion of the Members, make Distributions to the Members. All Distributions shall be made to the Members pro rata in proportion to their Membership Interests as of the record date set for such Distribution.

**7.3 Offset.** The Company may offset all amounts owing to the Company by a Member against any Distribution to be made to such Member.

**7.4 Limitation Upon Distributions.** No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Company are in excess of all liabilities of the Company.

**7.5 Interest on and Return of Capital Contributions.** No Member shall be entitled to interest on his, her, or its Capital Contribution or to a return of his, her, or its Capital Contribution, except as specifically set forth in this Agreement.

**7.6 Accounting Period.** The accounting period of the Company shall be the Calendar Year.

## ARTICLE VIII

### TAXES

**8.1 Tax Returns.** The Tax Matters Member or, if none, the Member(s) shall cause to be prepared and filed all necessary federal and state income tax returns for the Company. Each Member shall furnish to the Tax Matters Member, or, if none, a Member designated by a majority vote of the Membership Interests to handle tax return preparation for the Company, all pertinent information in his, her, or its possession relating to Company operations that is necessary to enable the Company's income tax returns to be prepared and filed.

**8.2 Tax Elections.** The Company shall make the following elections on the appropriate tax returns:

- (a) To adopt the calendar year as the Fiscal Year;
- (b) To adopt the cash method of accounting and keep the Company's books and records on the income tax method; and
- (c) Any other election deemed appropriate and in the best interest of the Members.

Neither the Company nor any Member may make an election for the Company to be excluded from the application of Subchapter K of Chapter 1 of Subtitle A of the Code or any similar provisions of applicable state law, and no provisions of this Agreement shall be interpreted to authorize any such election.

**8.3 Tax Matters Partners.** The Members may designate one Member to be the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Any Member who is designated "tax matters partner" ("Tax Matters Member") shall take any action as may be necessary to cause each other Member to become a "notice partner" within the meaning of Section 6223 of the Code.

**ARTICLE IX**  
**TRANSFERABILITY**

**9.1 General.** No Member during his or her life shall dispose of or encumber a Membership Interest in the Company, except in accordance with the terms of this Agreement, without the written consent of a majority of the Membership Interests.

**9.2 Dissociation of a Member.** Upon the retirement, withdrawal, death, or dissolution of any Member, or the withdrawal or death of any shareholder of a Member who owns twenty percent (20%) or more of the voting interest of such Member, or upon the petition for dissolution of the Company by a Member, the Company shall have the right to purchase the Membership Interest of such Member at the time of retirement, death, dissolution, or withdrawal, or petition for dissolution of the Company, at the price fixed in accordance with the provisions of Paragraph 9.4.1 hereof, exercisable for ninety (90) days after the date of retirement, death, dissolution, or withdrawal, or petition for dissolution of the Company. If the Company does not elect to purchase all of said Membership Interest, the remaining Members shall have the option for a further period of thirty (30) days after the Company's option expires, or it affirmatively declines, to purchase, in proportion to the Membership Interests of those electing to buy, such Membership Interest at the price fixed in accordance with Paragraph 9.4.1 hereof. If neither the Company nor the other Members so elect to purchase all of said Membership Interest, the Membership Interest not so purchased may be transferred by the decedent's will, the law of intestacy, or in accordance with the statutory liquidation of a corporation or other entity, or otherwise, as the case may be, but the transferees shall otherwise be bound by the terms of this Agreement and shall not become Members except in conformity with Section 9.5.

**9.3 Right of First Refusal.** In the event that any Member shall receive a bona fide offer to buy such Member's Membership Interest, which such Member desires to accept, such Member shall give written notice thereof to the Company and the other Members. The Company shall have an option to purchase said Membership Interest on the same terms and conditions as set forth in said offer or at the price fixed in accordance with Paragraph 9.4.1 hereof and in accordance with the terms of Paragraph 9.4.2 hereof, whichever it elects, which option shall be exercisable by giving written notice to the Member proposing to sell within thirty (30) days after receipt of such

notice of the proposed offer. If the Company does not exercise said option, the remaining Members shall have an option, in proportion to the Membership Interest of those electing to buy, exercisable within thirty (30) days after expiration of Company's option, to purchase said Membership Interest on the same terms and conditions as the Company could have purchased. If neither the Company nor the remaining Members elect to purchase said Membership Interest, the Member receiving such offer may accept the same and sell said Membership Interest in accordance with such offer, if such sale is completed within ninety (90) days of the giving of notice to the Company, but, if such sale is not completed within said ninety (90) day period, such Membership Interest shall not be sold without again complying with the terms of this paragraph. Any Person not a Member of the Company who purchases shares pursuant to this paragraph shall be subject to the provisions of Section 9.5.

9.3.1 No transfer of any or all of said Membership Interests hereafter owned by any Member at any time by gift, sale, exchange, pledge, or operation of law, or in any other manner, shall be made, permitted, or recognized, unless the same is made in accordance with this Agreement or by the mutual written consent of all the parties hereto, such consent to identify specifically the transfer made or to be made, including the date of transfer and number of shares involved. Any Person or entity, including his, her or its successors and assigns, which acquires shares in the Company in any involuntary manner, including, but not limited to, disposition under judicial order, legal process, execution, attachment, enforcement of a pledge, trust or encumbrance, or sale under any of them, shall, within fifteen (15) days of receipt of written notice by the Company, sell all such shares to the Company or the other Members at the price paid by such Person or entity if less than the price fixed in accordance with such paragraph.

**9.4 Terms of Purchase of Selling or Dissociating Member's Interest.** If any Member gives written notice to the Selling Member of his, her, or its desire to exercise such right of first refusal and to purchase all of the Selling Member's Interest upon the same terms and conditions as are stated in the written offer, such Member shall have the right to designate the time, date, and place of closing within ninety (90) days after receipt of written notification from the Selling Member of the bona fide offer.

9.4.1 The parties agree that before use of the valuation formula, they will negotiate in good faith to reach a mutually acceptable purchase price. If after a thirty (30) day period the

parties are unable to arrive at a purchase price, the purchase price for the Membership Interest shall be an amount equal to the fair market value thereof determined as follows:

(a) The determination of the book value of the Membership Interest shall be made by the outside accountant regularly employed by Company or, if none, by an independent accountant selected by unanimous agreement of the parties, using the accounting practices regularly followed by the Company and, in cases not covered by such practices, using generally accepted accounting principles consistently applied. Life insurance policies shall be included at their net cash value.

(b) There shall be added to the book value so determined an amount equal to the excess of the fair market value of assets over book value. In making any adjustment for the fair market value of land, buildings, fixtures, furniture and equipment, and other personal property, the accountant shall rely on and use the written appraisal of a qualified appraiser (or appraisers) who has been selected by mutual agreement among the remaining Members and the legal representative of the estate of the deceased or selling Members. In the event that the parties fail to reach a mutual agreement, said qualified appraiser (or appraisers) shall be selected by the outside accountant regularly employed by the Company or, if none, by an independent accountant selected by unanimous consent of the parties.

(c) The resulting sum shall be the Company's fair market value with each Member's proportionate interest being determined on a basis pro rata to the Membership Interests. The fair market value of any Membership Interest may be discounted for lack of marketability or of a controlling interest in the Company to the extent determined by an independent appraisal of the Membership Interest by an independent appraiser agreed upon by the Selling Member or dissociating Member and by a majority of the Membership Interests of the non-selling or non-dissociating Members.

9.4.2 Sixty (60) days after the election by the Company or the remaining Members to exercise its or such Member's option to purchase the Membership Interest, the Selling Member

shall deliver to the purchaser of such Member's Membership Interest the evidence of such Membership Interest properly endorsed for transfer, together with cash or a certified check for the amount of any transfer tax payable on account thereof. Except in the event of the death of a Member, the purchase price shall be paid twenty-five percent (25%) in cash at the time of delivery of said evidence, and the balance [with interest at the prime rate plus one percent (1%) per annum, adjusted annually with a floor of five percent (5%) and a ceiling of twelve percent (12%)] in sixty (60) equal installments payable monthly thereafter, it being the intention to amortize such balance due with interest over a five (5) year period. Upon the transfer of said Membership Interest or if for any reason, except non-payment of the purchase price, the seller shall fail or refuse to complete such transfer after the passage of said sixty (60) day period, the purchaser shall be the sole and complete owner of said Membership Interest and the seller shall no longer be treated in any respect as a Member of the Company. Notwithstanding anything to the contrary herein, every transferee of a Membership Interest shall be subject to Section 9.5.

9.4.3 **Outstanding Loans by Seller.** Promptly upon an event engaging the purchase and sale terms hereunder, the Company shall pay in full any loan outstanding which is then owed to the proposed seller of an interest in the Company.

**9.5 Transferee Not a Member.** No Person acquiring a Membership Interest pursuant to this Article IX, other than a Member, shall become a Member unless such Person is approved by a unanimous vote or written consent of all Membership Interests. If no such approval is obtained, such Person's Membership Interest shall only entitle such Person to receive the distributions and allocations of profits and losses to which the Member from whom or which such Person received such Membership Interest would be entitled. Any such approval may be subject to any terms and conditions imposed by the Members.

**9.6 Effective Date.** Any sale of a Membership Interest or admission of a Member pursuant to this Article shall be deemed effective as of the last day of the calendar month in which such sale or admission occurs.

**ARTICLE X**  
**DISSOLUTION AND TERMINATION**

**10.1 Dissolution.** The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The vote or written consent of at least two-thirds (2/3) in interest of all Members; or

(b) The bankruptcy, death, dissolution, expulsion, incapacity, or withdrawal of any Member, or the occurrence of any other event that terminates the continued membership of any Member, unless within one hundred eighty (180) days after such event the Company is continued by the vote or written consent of a majority in interest of all of the remaining Members.

**10.2 Winding Up.** Upon dissolution, the Company may, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal, or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. Upon the winding up of the Company, the assets shall be distributed as follows:

(a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Members under Section 507 or Section 509 of the Act;

(b) To Members and former Members in satisfaction of liabilities for Distribution under Section 507 or 509 of the Act; and

(c) To Members first for the return of their Capital Contributions, to the extent not previously returned, and second respecting their Membership Interests, in the proportions in which the Members share in Distributions in accordance with this Agreement.

**10.3 Articles of Dissolution.** Within ninety (90) days following the dissolution and the commencement of the winding up of the Company, or at any other time there are no Members, articles of dissolution shall be filed with the New York State Department of State pursuant to the Act.

**10.4 Deficit Capital Account.** Upon a liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations, and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the Member shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose.

**10.5 Nonrecourse to Other Members.** Except as provided by applicable law or as expressly provided in this Agreement, upon dissolution each Member shall receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return any portion of the Capital Contribution of any member, such Member shall have no recourse against any other Member.

**10.6 Termination.** Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company shall be deemed terminated.

## **ARTICLE XI**

### **MERGER, CONSOLIDATION, AND DIVISION**

**11.1 Mergers, Consolidations, and Divisions.** Any merger, consolidation, or division involving the Company shall be accomplished in the manner and with the approvals set forth in the relevant provisions of the Act, except to the extent the same may be inconsistent with any provision of this Agreement, in which case, the provisions of this Agreement shall control to the extent they are applicable.

**ARTICLE XII**  
**GENERAL PROVISIONS**

**12.1 Notices.** Any notice, demand or other communication required or permitted to be given pursuant to this Agreement shall have been sufficiently given for all purposes if (a) delivered personally to the party, or (b) sent by registered or certified mail, postage prepaid, addressed to the Member or the Company at his, her or its address set forth in this Agreement. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given three (3) business days after the date on which it was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as set forth in this section.

**12.2 Amendments.** This Agreement contains the entire agreement among the Members with respect to the subject matter of this Agreement, and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Members with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made by the Members, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Agreement or impair or otherwise affect any Member's obligations pursuant to this Agreement or any rights and remedies of a Member pursuant to this Agreement. No amendment to this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each provision of this Agreement being amended.

**12.3 Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

**12.4 Headings.** The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

**12.5 Waiver.** No failure of a Member to exercise, and no delay by a Member in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by a Member of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by all Members and specifically referring to each such right or remedy being waived.

**12.6 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

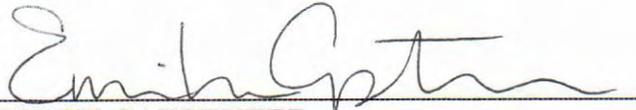
**12.7 Binding.** This Agreement shall be binding upon and inure to the benefit of all Members and each of the successors and assignees of the Members, except that right or obligation of a Member under this Agreement may be assigned by such Member to another Person without first obtaining the written consent of all other Members.

**12.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**12.9 Governing Law.** This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New York, without regard to principles of conflict of laws.

*[Signature is on the Next Page]*

IN WITNESS WHEREOF, the undersigned party conclusively evidences such party's adoption of the terms and conditions of this Agreement by so signing this Agreement.



EMILEE CARPENTER

Member

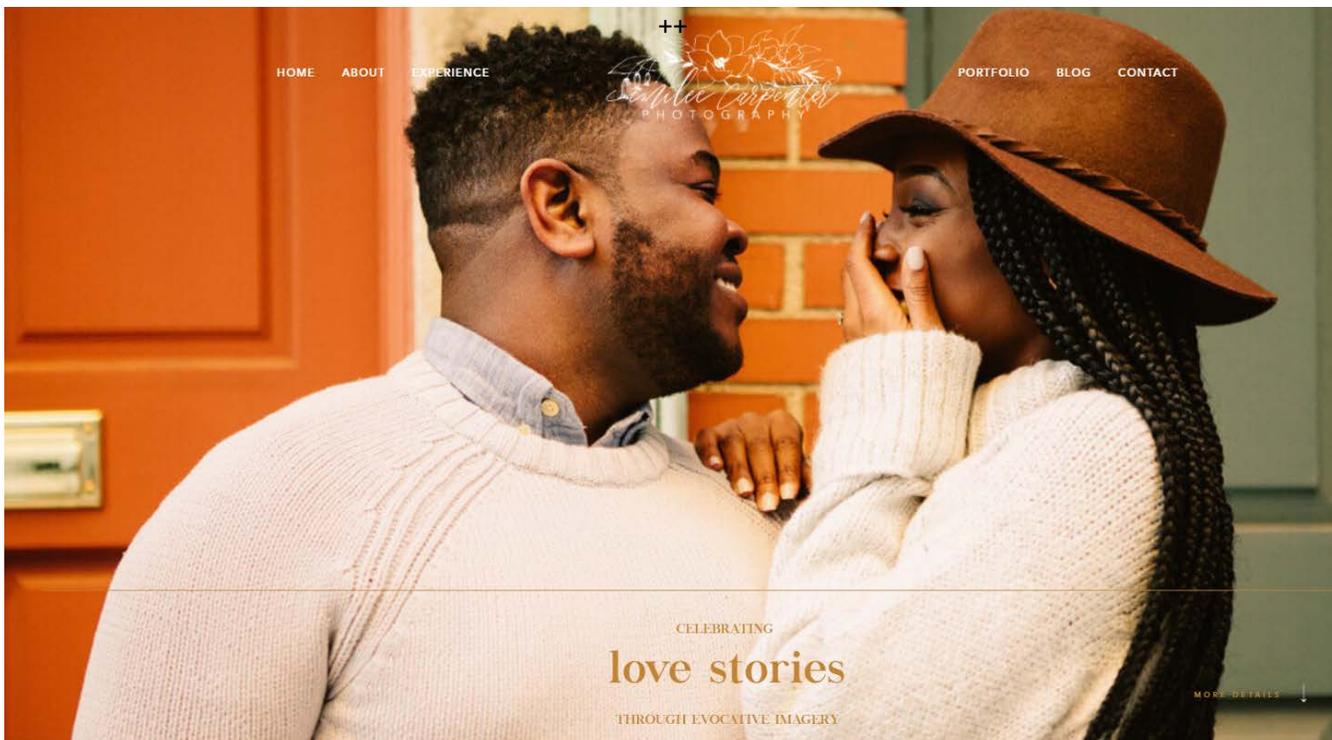
**EXHIBIT A**  
**MANAGER(S)**

None.

The Company shall be managed by the Member(s) identified in Exhibit B.

**EXHIBIT B**  
**MEMBER(S)**

<b><u>Name and Address</u></b>	<b><u>Capital Contribution</u></b>	<b><u>Membership Interest</u></b>
Emilee Carpenter [REDACTED] [REDACTED] [REDACTED] New York [REDACTED]	\$ 1.00	100.00%



## Life is beautiful, is it not?

AND LOVE – WELL, LOVE IS A WILD, SURPRISING, AND SOMETIMES MESSY JOURNEY THAT GROWS, TRANSFORMS, AND REFINES US.

IT WEAVES A ONE-OF-A-KIND STORY THAT IS SO WORTH TELLING. I WANT TO CAPTURE THAT MAGIC AND CREATE A VISUAL NARRATIVE OF *YOUR* LOVE STORY!



## YEP, THAT'S ME!

I'm Emilee - the girl who lives for meaningful, emotional, and powerful storytelling. Photography is *kinda* my thing, and that's largely due to my obsession with finding beauty in the trenches of this wild, wonderful life, and channeling that beauty into evocative and creative imagery - all to the glory of the *true* Creator.

YAAAAAS, GIRL. ALL THE PRAISE HANDS! TELL ME MORE! →

AS SEEN ON



### I BELIEVE THAT LOVE IS SO MUCH MORE THAN A FEELING.

It is a complex blend of ups and downs, struggle and defeat, and bliss beyond measure - and in every season, I believe there is a story being woven and a song being sung. One that might not always have perfect harmonies, but still gives goosebumps to the core.

I want to capture that song, your beautiful life melody, and create a visual narrative that moves you to cherish your one-of-a-kind journey for years to come!

YA DIGGIN' THAT? FIND OUT MORE ABOUT MY EXPERIENCE HERE! →

ESTD



2019

← VIEW THE PORTFOLIO →

or scroll for highlights!



Ready for me to work  
my magic? Book me  
here!

CONTACT →

FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- ABOUT
- EXPERIENCE
- CE
- PORTFOLIO
- IO
- BLOG

CONNECT

CONTACT



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY  
QUESTIONS AND, HEY, LET'S  
CELEBRATE  
YOUR MARRIAGE!



## MY STORY

Hi! I'm Emilee, and I'm so happy you're here right now - and maaaaay or may not be jumping through the screen to give you a big bear hug right now!

I've been at photography ever since my senior year in high school and, after giving corporate life a shot, decided to transition back to my roots - those creative, entrepreneurial, "carpe diem" dreams of mine. Though it wasn't until I married to my red-headed honey, Jon, that I truly uncovered my deep-rooted passion for photography.



*"MARRIAGE IS THE MAC TRUCK DRIVING THROUGH OUR LIVES, REVEALING OUR FLAWS AND HUMBLING OUR REACTIONS. AND THAT IS A GOOD THING."*

*- TIMOTHY KELLER*





THE REALITY IS THAT IN MY FIRST YEAR OF MARRIAGE, I SLOWLY BEGAN TO REALIZE THAT I HAD ACTUALLY ENTERED THE HARDEST, MESSIEST, MOST CHALLENGING COMMITMENT OF MY LIFE.

I had vowed to stay by someone's side in spite of their flaws, struggles, and shortcomings... and want to know something? That's freaking hard to do. In that first year, I experienced more growing pains, arguments, lost tempers, and short fuses than I had ever known before - but more surprising than that? It was coincidentally the most beautiful, life-changing, soul-filling year I had ever known.

It was growth, beauty, acceptance, joy... and it taught me that choosing someone in spite of their weaknesses is the fundamental beauty of life, and it gave me renewed purpose with photography. It ignited a fire within my soul.

FUN FACTS



A few of my favorite things include hammocks, calligraphy and stationary, golden hour, and a thick ol' batch of chocolate chip cookies.

FUN FACTS



## Behind the Brand



TO ME, PHOTOGRAPHY IS SO MUCH MORE THAN JUST A PHOTOSHOOT.

It extends beyond our session, beyond your outfits, and beyond even the laughs and memories of the day. Rather, photography is the art of storytelling - the embodiment of a beautiful love story that will be preserved and treasured for decades to come - and the result is imagery that will stir your heart and soul, now and forever. That is why it was particularly important to me to create a brand that reflected those values - one that revealed my passion, perspective, and heart towards photography and marriage.

I HAND-PICKED EACH ELEMENT IN MY LOGO, BOTH FOR THEIR BEAUTY AND THEIR SYMBOLISM, AND EACH OF THEM NOW REPRESENT A PILLAR IN MY BUSINESS:



Magnolia to honor my love of nature and it's remarkable ability to inspire and revive my soul



Bluebells, Lavender, and Sweet Pea to reflect the humility, kindness, devotion, and pleasure required and promised within marriage



Wheat to recall Who it's all for - the glory of my Lord and Savior, Jesus Christ



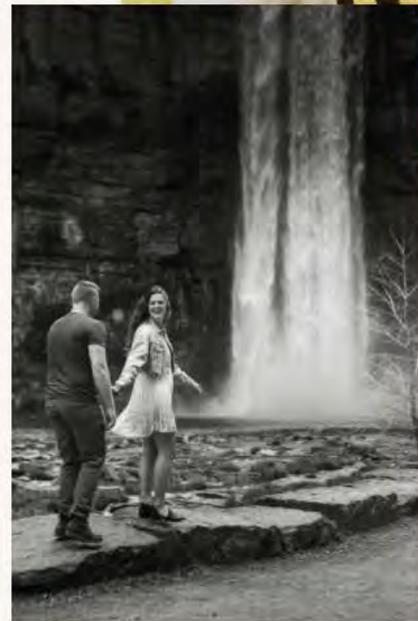
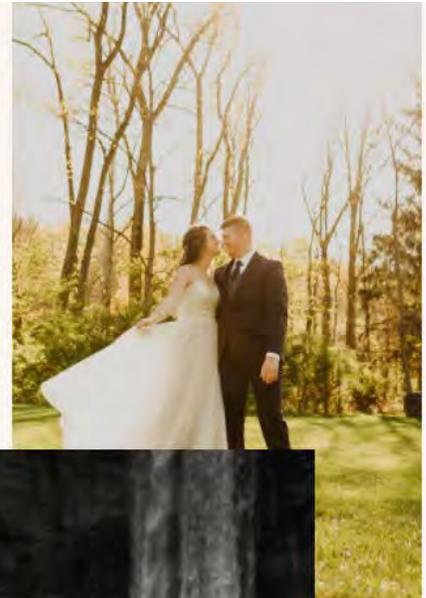
## MY PHILOSOPHY

I believe that marriage is a picture of the gospel and demonstrates the redemptive love of Jesus Christ, who willingly gave Himself up for us by going to the cross, paying the debt for our sins, and paving a way for us to be united with Him. He died to His own interests, looking to our own needs, and painted a picture of sacrificial love in action.

The experience of marriage will unveil the beauty and depths of the gospel; it shows that, though we are more sinful and flawed in ourselves than we ever dared believe, we at the very same time are more loved and accepted in Jesus Christ more than we ever dared hope. The gospel can fill our hearts with God's love so that we can handle it when our spouse fails to love us as he or she should, and it frees us to see our spouse's sins and flaws to the bottom - and yet still love and accept our spouse fully.

I believe that the essence of marriage is that it's a covenant, a commitment, a promise of future love.

**AND THOUGH PASSION MAY LEAD YOU TO MAKE A WEDDING PROMISE, I BELIEVE IT'S THE PROMISE ITSELF THAT MAKES YOUR PASSION WISER, RICHER, AND DEEPER OVER THE YEARS.**



*"WE LOVE BECAUSE HE FIRST LOVED US" (1 JOHN 4:19)*





## MY VISION

As a self-identified creative, my ultimate goal in life is to glorify the one *true* Creator - God. The One who paints His glories in the contours of the Grand Canyon, announces His mystery in the brilliance of the universe, and etches His majesty in the vastness of the night sky. "It's as if the stars and the skies are saying simply by their being, 'Don't stay too long staring at us: look at Him. We are but creatures, He is the Creator. We are but lights, He is *the* Light. We are beautiful, but He *is* Beauty.'" (Melvin Tinker)



God is self-existent. Infinite. Eternal. And the evidence of Him is all around us - the regularity of nature, the vastness of the cosmos, the miracle of human life - they're all traces of His divine fingerprints.

Put by John Piper, "The created universe is all about glory. The deepest longing of the human heart and the deepest meaning of heaven and earth are summed up in this: the glory of God. The universe was made to show it, and we were made to see it and savour it."



THAT IS WHAT I SEEK TO DO WITH MY PHOTOGRAPHY – SAVOUR GOD’S GLORY, POINT TO IT, AND PUT IT ON DISPLAY FOR ALL TO SEE.

MY ULTIMATE AIM IS THAT THE STORIES I CAPTURE AND MESSAGES I CREATE WILL BE TO THE PRAISE OF HIS GLORIOUS NAME.

“SO WHETHER YOU EAT OR DRINK OR WHATEVER YOU DO, DO IT ALL FOR THE GLORY OF GOD.” 1 CORINTHIANS 10:31



Ready for me to work my magic? Book me here!

CONTACT →

FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- [ABOUT](#)
- [EXPERIENCE](#)
- [CE](#)
- [PORTFOLIO](#)
- [IO](#)
- [BLOG](#)

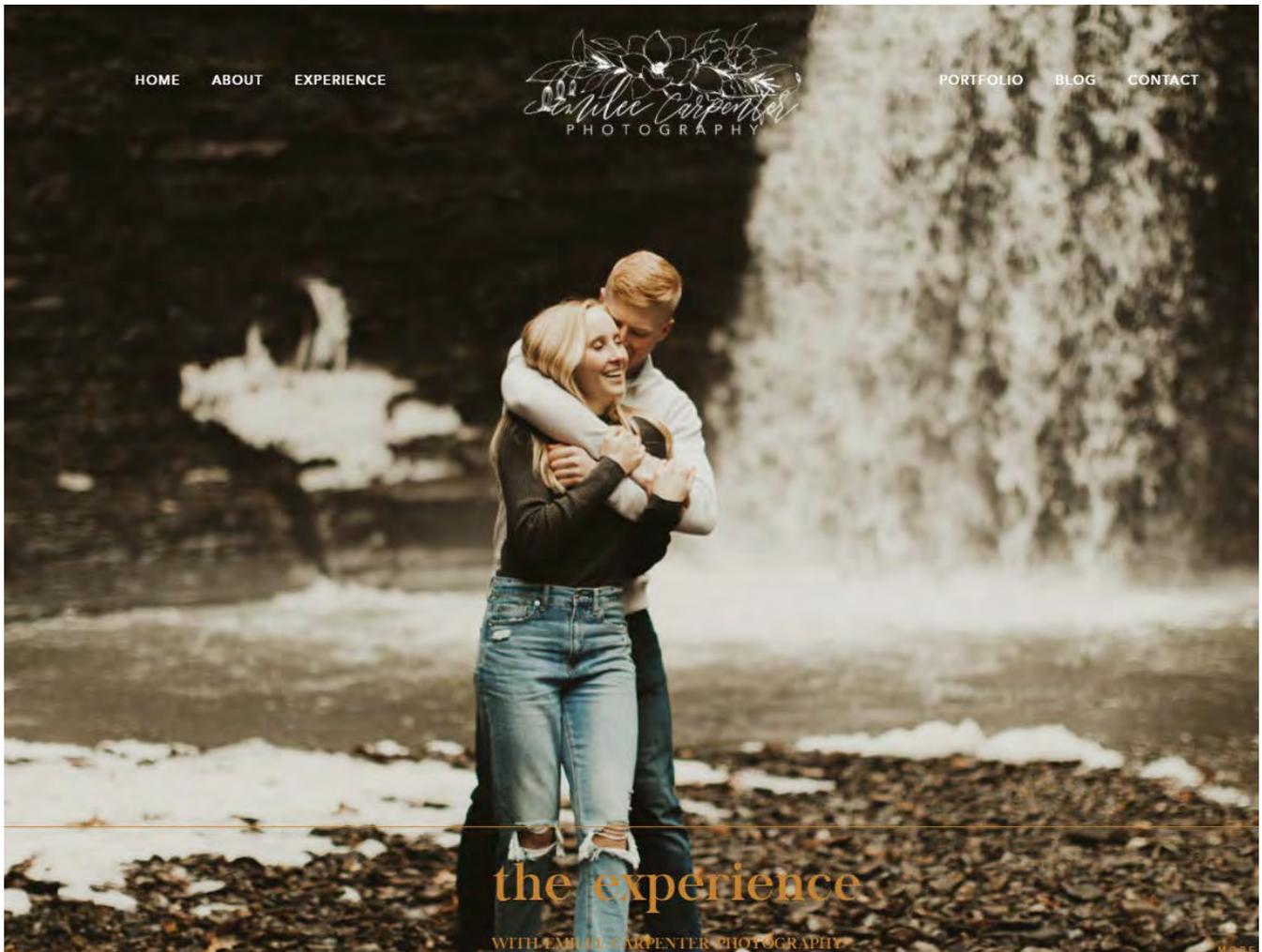
CONNECT

[CONTACT](#)



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!



HOME ABOUT EXPERIENCE

*Emilee Carpenter*  
PHOTOGRAPHY

PORTFOLIO BLOG CONTACT

## the experience

WITH EMILIE CARPENTER PHOTOGRAPHY

HERE'S THE THING.

**I truly believe that every person has a beautiful story.**

I BELIEVE THAT LIFE IS A WONDERFUL GIFT THAT SHOULD BE CHERISHED, AND GREATEST OF ALL, THAT MARRIAGE IS A TRANSFORMATIONAL JOURNEY THAT TEACHES US SO MUCH ABOUT WHAT TRULY MATTERS IN THIS LIFE – UNCONDITIONAL LOVE.



**I BELIEVE THAT LOVE IS SO MUCH MORE THAN A FEELING.**

It is grace, compromise, change, and growth, and as Timothy Keller puts it so well: "Marriage is glorious, but it's hard. It's a burning joy and strength, and it's also blood, sweat, and tears. It's painful, yet wonderful."

**AND THAT IS WHERE I DESIRE TO MEET MY CLIENTS – IN THE REAL, IN THE RAW, AND IN THE TRANSPARENT.**

I ask my clients for honesty and intimacy because it's there, in that space of vulnerability, where the beauty of your story can truly be captured.

**I SEEK TO CREATE A LAID-BACK, DOWN-TO-EARTH ENVIRONMENT WHERE YOU'RE FREE TO BE YOURSELF, AND IN TURN, I WILL FREELY AND WHOLEHEARTEDLY GIVE YOU MY OWN HEART.**

Through mutual honesty and openness, I will create real, meaningful, and magical images, translating your story into tangible treasures... imagery that will move you to remember, feel, and cherish your wild, surprising, beautiful life - now and always.

SAY NO MORE. GIRL, I'M SO IN. →

## Frequently Asked Questions

WHERE ARE YOU BASED AND HOW DOES TRAVEL WORK? +

HOW DOES PAYMENT WORK? +

HOW LONG UNTIL THE PHOTOS ARE READY? +

HOW MANY IMAGES WILL WE GET? +





WHAT TYPE OF FILES DO YOU PROVIDE? +

HOW DO YOU DELIVER THE FINAL PICS? +

IF WE GET A SECOND SHOOTER, WHO WILL IT BE? +

WHAT IF WE NEED TO CANCEL OR RESCHEDULE OUR WEDDING? +

WHAT IF WE NEED TO RESCHEDULE OUR SHOOT DUE TO WEATHER? +



Still have questions?  
Reach out and let's be  
friends!

CONTACT →

FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



HOME ABOUT EXPERIENCE



PORTFOLIO BLOG CONTACT

## Weddings



## Elopements



## Couples



## Branding



FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- ABOUT
- EXPERIENCE
- CE
- PORTFOLIO
- FAQ
- BLOG

CONNECT

CONTACT



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

© 2020 Emilee Carpenter, LLC | Hand-crafted by Quiddity Design Co

HOME ABOUT EXPERIENCE



PORTFOLIO BLOG CONTACT

documenting  
**love stories**  
through evocative imagery



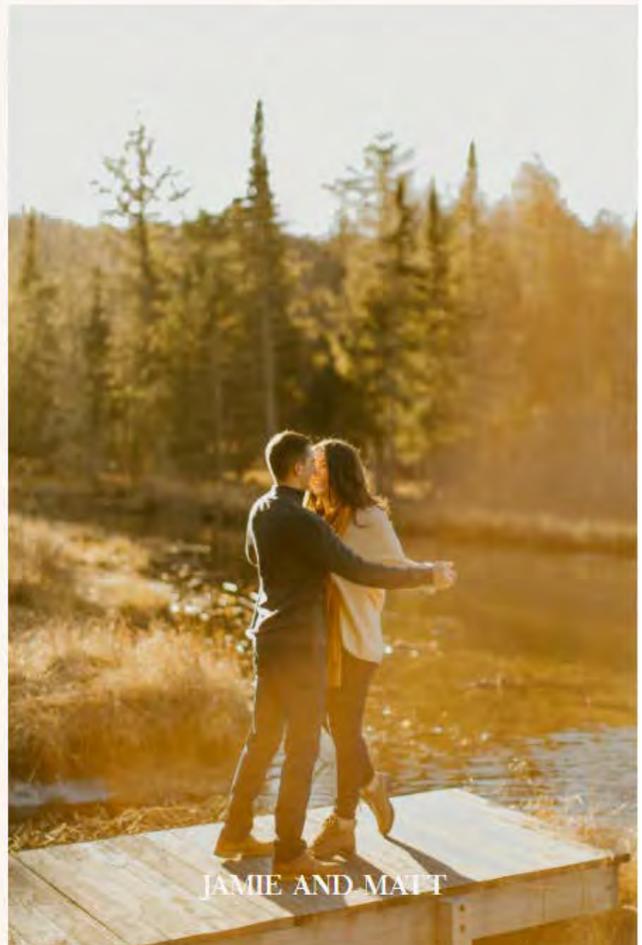
HANNAH AND DARREN



CARLY AND SAM



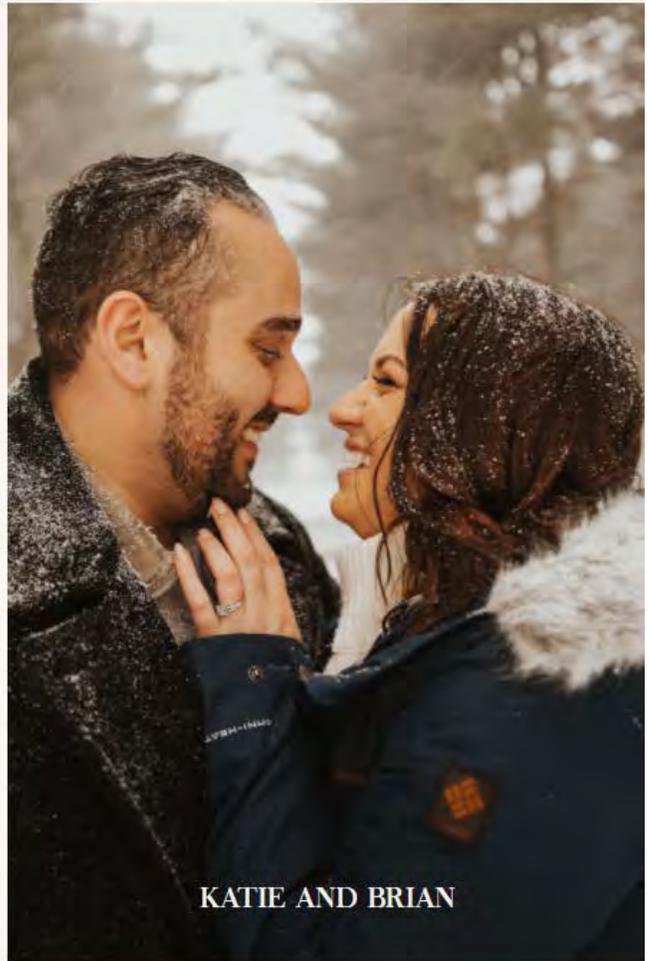
JAYDA AND ALLEN



JAMIE AND MATT



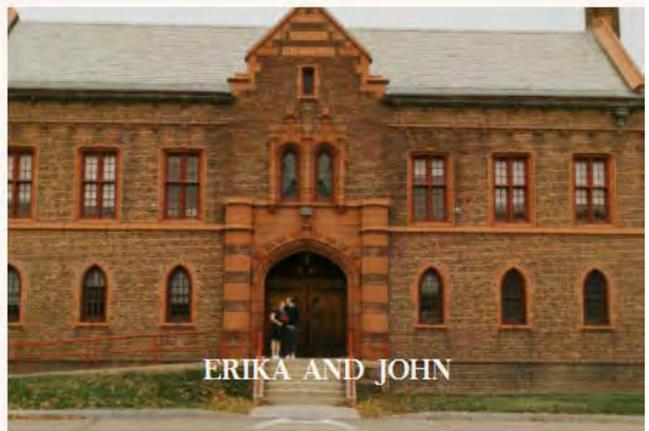
MICAYLA AND CAMERON



KATIE AND BRIAN



HOLIDAY GIFT GUIDE



ERIKA AND JOHN

FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- [ABOUT](#)
- [EXPERIEN](#)
- [CE](#)
- [PORTFOL](#)
- [IO](#)
- [BLOG](#)

CONNECT

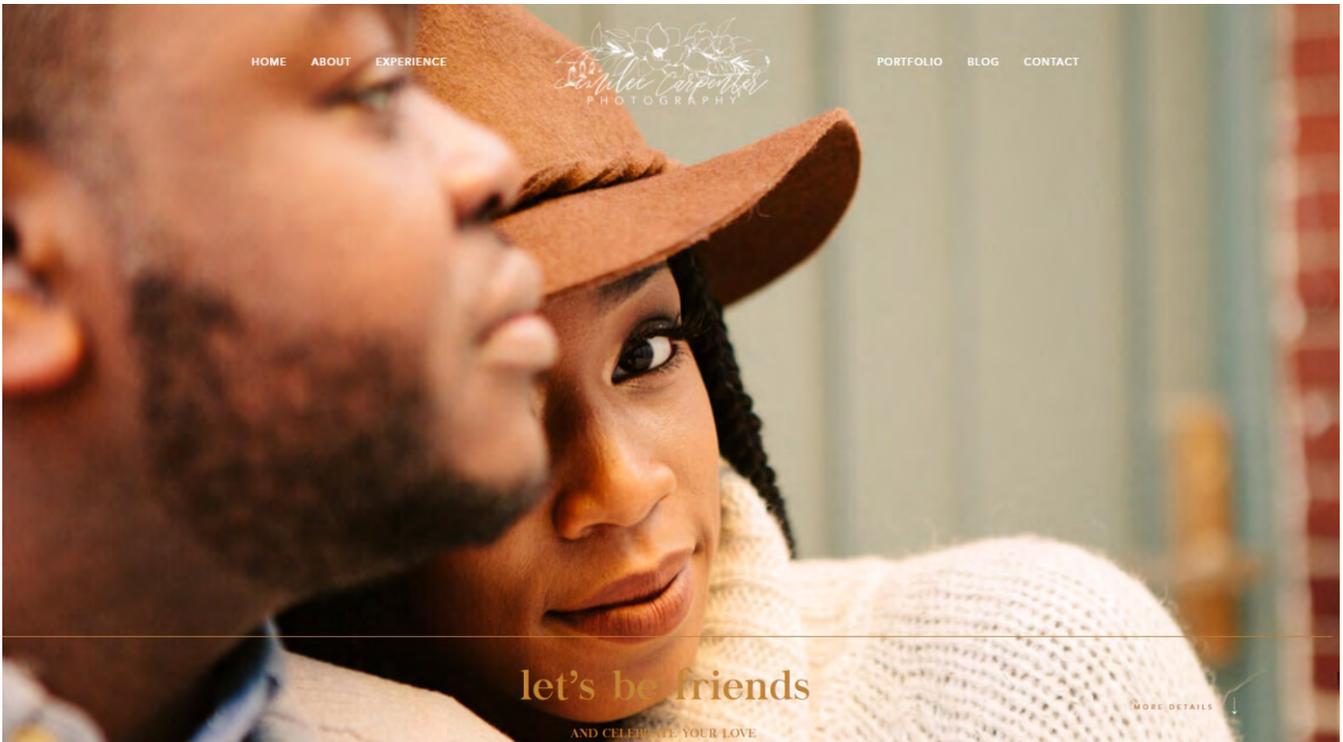
[CONTACT](#)



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

© 2020 Emilee Carpenter, LLC | Hand-crafted by Quiddity Design Co



**I GET IT...**

photography is a huge investment and a *really* big deal! It's not a commitment I take on lightly, which is why I seek to make sure that I'm an absolute great fit with each and every client. I promise that in investing in me, you'll get all of my heart, creativity, and passion to ensure that your beautiful story is told with care, empathy, and a little bit of magic. ;) So what are you waiting for?! Let's get the conversation started... reach out, say hi, and let's be friends!



# Pricing

PORTRAITS START AT \$500  
ELOPEMENTS START AT \$2,000  
MICROWEDDINGS START AT \$2,700  
WEDDINGS START AT \$3,200

Love chocolate chip cookies as much as me? Ask about my in-home consultation special to receive \$100 off the package of your choice!

*Hint: It may or may not include homemade chocolate chip cookies over my kitchen table... cause nothing says "bonding time" quite like ooey gooey cookies, am I right?!*



Title: \*

Ms. ▾

Your First and Last Name \*

First Name

Last Name

Title: \*

Mr. ▾

Your boo's first and last name \*

First Name

Last Name

Your email \*

Best number to reach you at:

(###) ### ####

Your address: \*

I may or may not have something special for yal

Your Facebook/Instagram handles:

Let's be friends!

OFFICE HOURS:

M-F 9AM-5PM EST



How'd you find out about me? \*

- Facebook
- Instagram
- Google search
- The Knot
- WeddingWire
- Referral/word of mouth
- Other:

If Other:

What service are you interested in? \*

- Family/maternity
- Engagements/anniversary
- Elopement
- Wedding
- Microwedding
- Other:

If Referred, by whom?

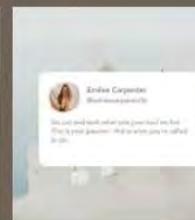
If Other:

SUBMIT

FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- [ABOUT](#)
- [EXPERIENCE](#)
- [CE](#)
- [PORTFOLIO](#)
- [IO](#)
- [BLOG](#)

CONNECT

[CONTACT](#)



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

Instagram

Search



emileecarpenterllc

Follow



442 posts 2,033 followers 1,158 following

Emilee | NY Photographer

Photographer

NY micro-wedding photographer

solī deo gloria

home renovator, Christian creative, + married to my best friend

www.emileecarpenter.com/blog



resources



start here



Outfit tips



faith



home renos



client love



seniors



emileecarpenterllc • Follow

Watkins Glen, New York



emileecarpenterllc Happy Easter, friends! He is risen! 🌿

99w



emileecarpenterllc •



- 
- 
- 

#weddinginspiration  
 #destinationweddingphotographer #elopementphotographer  
 #wanderingphotographers  
 #intimatewedding  
 #adventurouswedding  
 #greenweddingshoes  
 #junebugweddings #looklikefilm  
 #theknot #photobugcommunity  
 #loveintentionally



126 likes

APRIL 21, 2019



Add a comment...

Post



 emileecarpenterllc • Follow ...

 emileecarpenterllc There's something so magical about weddings + golden hour. Mash them together and you get the dreamiest shots - just like this one 🥰

God's beautiful creations are things I strive to capture in my photography. I'm always so inspired by nature, love, and connections. To me, they speak to a power higher than myself.

♡ 💬 📌

141 likes

OCTOBER 7, 2020

😊 Add a comment... Post



 emileecarpenterllc • Follow ...

 emileecarpenterllc Merry Christmas, friends!! 🥰 Enjoy all the Christmas cookies, egg nog, and laughs around the dinner table... but always remember the reason for the season! 🙌🌲

"For to us a child is born, to us a son is given; and the government shall be upon his shoulder, and his name shall be called Wonderful Counselor, Mighty God, Everlasting Father, Prince of Peace." Isaiah 9:6

11w

 emileecarpenterllc  
#destinationweddingphotographer #elopementphotographer #newyorkweddingphotographer

♡ 💬 📌

64 likes

DECEMBER 25, 2020

😊 Add a comment... Post



 **emileecarpenterllc** • Follow  
Adirondack Mountains

 **emileecarpenterllc** I'm still on my journey learning more about the gospel - who's with me? 🙏

This past year, I've wrestled with so much doubt on my faith walk, but as always, God has proven faithful. I've thrown myself headlong into books, Bible studies, and apologetics, wrestling with those "big picture" questions, and I'm finally coming to a place of peace. 🙏🙏

So I've got to know... are you a big-picture thinker/inquisitive mind like me and NEEEEED answers? Or are you able to just go with the flow and walk in faith?

👍 💬 📍 📌  
57 likes  
JANUARY 11

 Add a comment... Post



 **emileecarpenterllc** • Follow

 **emileecarpenterllc** Leaving this little slice of heaven for you today ▲

Nothing else, just God's glory sitting right in front of ya.

How's that for some Friday happiness?!

3w

 **emileecarpenterllc** ❤️  
#destinationweddingphotographer  
#elopementphotographer  
#newyorkweddingphotographer  
#nycweddingphotographer  
#pennsylvaniaweddingphotographer  
#philadelphiaweddingphotographer

👍 💬 📍 📌  
42 likes  
FEBRUARY 19

 Add a comment... Post





**Emilee Carpenter Photography**

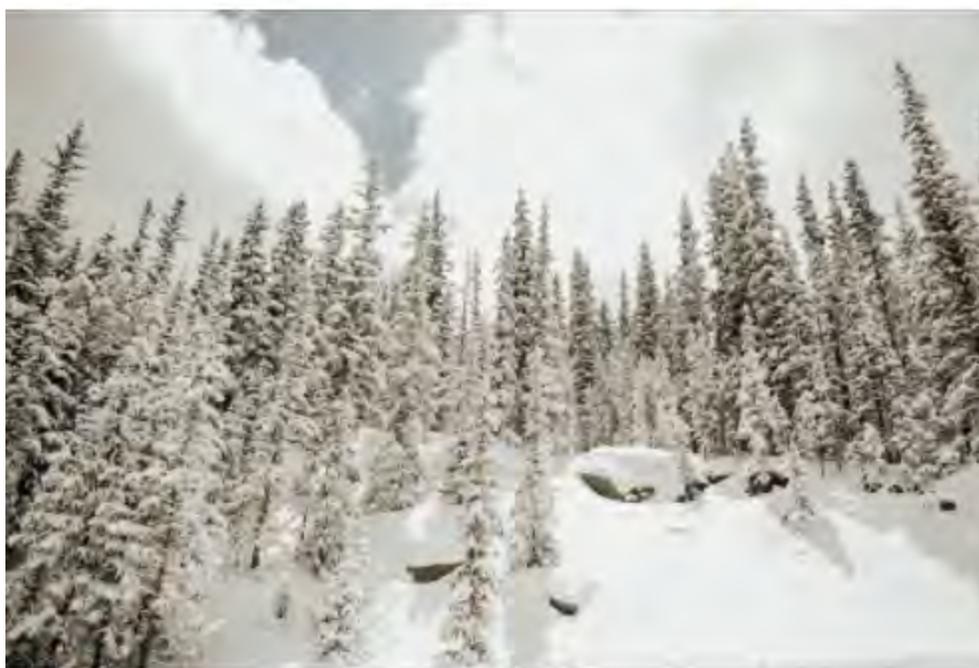
February 10 · 🌐

GAH, this SNOW! ❄️

Nature truly has a way of speaking to me like nothing else, and without fail, it always points me to God.

I love this quote by John Piper: "The created universe is all about glory. The deepest longing of the human heart and the deepest meaning of heaven and earth are summed up in this: the glory of God. The universe was made to show it, and we were made to see it and savour it."

Double tap if snow just leaves you speechless, too 🌨️



👍❤️ 13

👍 Like

💬 Comment

➦ Share



Emilee Carpenter Photography

February 2 · 🌐

Here's something that may surprise ya 😊

Marriage is hard work!! And while it's something I distantly knew going into it, I never could have truly understood how it would change me or the lessons I'd learn along the way.

Speaking on behalf of all the newly-married couples 🥰 the couples who are struggling to work as a team 🤔 and the couples who feel like they're falling off the tandem bike 🚲 I get it. We have been there.

Every day, Jon and I are learning more and more about how self-sacrificial marriage is... how it requires patience, grace, gentleness, and preference for one another. And more practically, how mastering those things is truly an art.

In spite of the growing pains and long, wee-hours-of-the-morning heart-to-hearts, I'm slowly coming to a deep appreciation of the meaning of marriage. What it means to love and be loved, to serve and be served, to cherish and be cherished.

While no one ever said it was easy, it truly is a refining, transforming, beautiful journey.

What are you learning in your marriage?! ➡️



👍❤️ 19

👍 Like

💬 Comment

➦ Share



**Emilee Carpenter Photography**

December 22, 2020 · 🌐

I feel like I'm always on this endless journey of studying Scripture, researching context, and trying get to the bottom of: what does this really say and mean (for me, today)? It can feel exhausting, right? 😞

Reading an ancient text that was written hundreds of years ago... that should somehow still be relevant, useful, and God-breathed for us today? It sometimes is daunting, overwhelming, or even intimidating.

But three things I've found to be especially helpful on my faith walk have been:

- ✅ Have an accountability partner. This is huge, and it has proven to be so encouraging, challenging, and edifying for me, especially with specific doubts or worries that I'm wrestling with.
- ✅ Find trustworthy resources. Yes, we're absolutely supposed to take ownership and study the Bible on our own... but finding trusted scholars and resources has been invaluable to me! A few of my favorite resources are @thegospelcoalition, @desiringgod, and @alliebstuckey.
- ✅ Pray! Go to God with the topics or situations that you're struggling most with. To be honest, this is an area I struggle with, but it is one of the greatest joys of the Christian faith: having a Saviour that CARES for you!

Double-tap if you're on a journey to learning more about the gospel!



👍❤️ 14

👍 Like

💬 Comment

➦ Share



**Emilee Carpenter Photography**

December 16, 2020 · 🌐

Every day, I'm reminded again and again how marriage is a reflection of God's redeeming love. 🙏

How it is a gift, to us, from Him. The One who chose us - in our sin. Rescued us - in our rebellion. And holds us fast - by His grace.

I love that marriage was designed to image his unconditional love for His people, and how our relationship with our spouse reflects an even greater, truer, deeper, and richer union with Christ.

What has marriage been teaching you recently? 🌈



👍❤️ 13

👍 Like

💬 Comment

➦ Share



**Emilee Carpenter Photography**

August 11, 2020 · Instagram · 🌐

This feeling. This place. This magic. Let them be reminders that your marriage is so much more than your wedding.

•  
I've been on the phone with so many brides and vendors the past few weeks, hearing the hearts of exhausted, exasperated, and disappointed people who've had to adjust, pivot, or altogether cancel plans that have been in motion for 1.5+ years. There's no way around it — this has been SUCH a hard time for everyone in the wedding industry.

•  
A beautiful reminder, though, is that a wedding — including all the ideas we have attached to what a wedding should or shouldn't look like — doesn't HAVE to be defined by our plans, as extraordinary as they may be. The venue, the florals, the cake arrangements, the photography... they all fall second to what really matters. YOUR MARRIAGE!

•  
You've chosen to love a person, fight for a person, and choose a person for better or for worse, for richer or poorer, in sickness and in health... and that's what it's all about! Marriage is the most beautiful relationship in all of humanity, and you're entering into it with your very best friend!

•  
Marriage is so glorious in it of itself. And whether you're surrounded by nothing but mountains on the still of a Sunday morning, your wedding day will be equally as beautiful with only the soft, powerful words of "I do." No bells and whistles. Just a sweet, sacred union.

•  
Planner/Designer | @emileecarpenterllc  
Wedding Boutique | @lovelybriderochester  
Wedding Gown | @loversxsociety  
Jewelry | @christineelizabethjewelry  
Groom's Attire | @generationtux  
Florals | @kelseawinchell  
Stationery Suite + Vow Books | @lunalynn.creative  
Photography | @emileecarpenterllc  
Second Shooter | @ericadaniellephoto



👍❤️ 25

👍 Like

💬 Comment

➦ Share



**Emilee Carpenter Photography**

July 8, 2020 · Instagram · 🌐

This, to me, is magic. Capturing the authenticity of a couple in their happy place. No noise, no chaos, no distractions. Just two people affirming before God their desire and resolve to stand by each other's side - for better, for worse, for richer, for poorer, in sickness and in health.

•

Marriage is such a mystery to me, but gosh, it sure is beautiful and I'm real glad I get to document it. ✨

•

Planner/Designer @emileecarpenterllc ... See More



👍❤️ 45

3 Comments

👍 Like

💬 Comment

➦ Share

Most Relevant ▼

View comments



# Statement of Faith

## Preface

Since its inception, the Church has laid out its beliefs in definitive statements such as hymns, creeds, and confessions. These statements serve to impart truth, show unity in Christ, equip believers, avoid confusion, and protect the church from doctrinal error (false teaching). They are a response to God’s revelation and should correspond to the teaching and boundaries that God has given us in His Word. Visit our [Creeds and Confessions](#) page for more information on various statements which have informed our church’s confession.

### SEARCH

### FOLLOW US



As those who know and seek to glorify God at ECC, we believe it is necessary to set forth the cornerstone truths of our church, as guided by Scripture, in a concise manner in order to help clarify what we believe the Bible says. This is our Statement of Faith as outlined in our [church Constitution](#). For a more detailed statement regarding particular theological distinctives and confessions that inform the preaching, teaching, and other ministries of the pastors of this local congregation (though are not required for membership), see our [Distinctives and Church Statements](#) pages.

## 1. The Scriptures

We believe that the scriptures of the Old and New Testaments are verbally inspired by God and accept them as the written Word of God, the revelation of absolute Truth. They are inerrant and infallible in the original writings, totally sufficient, and the authoritative and normative rule and guide of all Christian life, practice, and doctrine (Ps. 19:7-11, 119; John 17:17; 1 Thess. 2:13; 2 Tim. 3:14-17; Heb. 4:12; 2 Pet. 1:19-21).

## 2. The Triune God

We believe in the one, true, and living God. He is eternal, self-sufficient, omniscient, omnipotent, and omnipresent; perfect in holiness, truth, and love; having all life, goodness, and blessedness in and of Himself. In the unity of the Godhead there are three persons: Father, Son, and Holy Spirit. They are the same in substance and nature, equal in power and glory—each having the whole divine essence without this essence being divided—

### ABOUT US

---

[Who We Are](#)

---

[What To Expect](#)

---

[Our Leadership](#)

---

[Statement of Faith](#)

---

[How to Connect](#)

---

[Resources](#)

---

### FROM THE BLOG

---



**Depression and the Church Community**

---



**The Chalcedonian Creed**

---

yet distinct in ministry. This is the very foundation of our faith, life, and fellowship with God (Exo. 34:5-7; Deut. 6:4; Matt. 28:19; Luke 3:22; John 5:26; 14:16-17; 2 Cor. 13:14; Eph. 4:4-6).

### 3. Creation and Providence

We believe that the triune God is the Creator and Sustainer of everyone and everything. He upholds, directs, and governs all things, according to His holy will, to the end for which they were created—namely, the praise of His glory. The sovereignty of God extends over all things such that there is no aspect of reality outside of His ultimate control. God is sovereign in such a way that He is not the author of, nor guilty of committing, sin, but that His just and eternal decree is compatible with the moral accountability of all persons created in His image (Job 38:11; Ps. 33:8-11; 93:1-2; 115:3; 135:6; Prov. 16:33; 19:21; Isa. 46:9-11; Dan. 4:34-35; Rom. 11:33-36; Eph. 1:11; Rev. 4:11).

### 4. The Fall of Man

We believe that God created man in His own image to know, love, enjoy, and glorify Him. However, man, being tempted by Satan, sinned against God resulting in not only physical but spiritual death, subject to divine wrath. Consequently, mankind is sinful by nature; depraved in mind, will, and affections; and at enmity with God, completely unable to please Him or be reconciled to Him through any merit of their own (Gen. 1:26-27, 2:17, 3:1-7,19; Rom. 1:18, 3:10-19,23, 5:12-14, 8:7-8; Eph. 2:1-3, 5:5-6).

### 5. Jesus Christ

We believe in Jesus Christ, the only begotten, eternal, and preeminent Son of God, who is the Word made flesh—fully God and fully man. We believe in His virgin birth, sinless life and perfect obedience, miracles, substitutionary



#### Romans: Sermon Series Overview



#### Abiding in Christ: A Picture of the Christian Life



#### Sealed for the Day of Redemption

#### RECENT SERMONS

The Good  
News of  
God's Son  
(Romans 1:1-  
4)

📅 on March 28,  
2021

Paul and the  
Gospel of  
God  
(Romans 1:1)

work of atonement on the cross, bodily resurrection from the dead, ascension, and exaltation to the right hand of God (Isa. 52:13-53:12; John 1:1-18; 1 Cor. 15:3-4; Php. 2:6-11; Col. 1:15-22; Heb. 1:1-4).

## 6. The Gospel

We believe that God, according to His goodness, wisdom, and grace, and in faithfulness to His covenant promises, sent His Son into the world for the redemption of mankind and the restoration of all things. God revealed His righteousness and demonstrated His love for us in that while we were still sinners, Christ fulfilled the demands of the law, shed his blood and died on the cross as a substitutionary and propitiatory sacrifice, and rose from the dead for the salvation of all who believe. This gospel is the announcement that God reigns as King through the sacrifice and exaltation of Jesus, who is the only mediator between God and man (John 10:9-11, 14:6; Acts 4:12; Rom. 5:1-21; 2 Cor. 5:21; Gal. 4:4-6; 1 Tim. 2:5-6; 1 Pet. 2:21-24).

## 7. The Salvation of Man

We believe that eternal life, the free gift of God, is provided by grace alone, through faith alone in Christ alone, for the glory of God alone. Anyone believing upon the Lord Jesus Christ and repenting of sin is justified before God—forgiven and declared righteous by faith—reconciled to Him, adopted as sons, and redeemed from the law of sin and death. These are the blessings of our union with Christ, the believer's only hope in life and death (John 1:12-13; Rom. 3:21-28, 5:1-2, 8:1-4, 10:9; 2 Cor. 5:17; Eph. 1:7-12, 2:4-9; Titus 3:3-7).

## 8. The Holy Spirit

📅 on March 21, 2021

The Church and Gospel Witness (Matthew 5:3-16)

📅 on March 14, 2021

We believe in the Holy Spirit, who is a divine person, coeternal with and proceeding from the Father and Son. He is the primary Agent in the new birth, given irrevocably to all who truly believe by regenerating, sealing, and dwelling in their hearts. He comforts, convicts, teaches, sanctifies, illuminates Scripture, and guides the Church into a right understanding and rich application of the truth of God's Word, producing His fruit in their lives (Eze. 36:26-27; John 3:3-8, 14:16-18, 15:26; 16:7-15; Rom. 5:5; 8:9-17; Gal. 5:22-25; Eph. 1:13-14).

## **9. The Sanctification of Believers**

We believe that sanctification is a continual process, beginning at salvation, of separation from evil and dedication unto God in the life of a true believer, whereby he daily presents his body as a living sacrifice, identifying with Christ's death and resurrection, being led by the Spirit, and transformed by the renewing of his mind (Rom. 6:1-8:17, 12:1-2; 2 Cor. 3:18; Gal. 2:19-20; Eph. 2:10; Col. 3:1-17; 1 Pet. 1:14-16).

## **10. The Empowering of the Spirit**

We believe that the Holy Spirit desires to continually fill every believer with boldness and power to bear witness to the gospel of Jesus Christ, and imparts His gifts for the edification of the body and the work of ministry in the world. Believers should likewise earnestly seek to be filled, controlled, and yielded to the Spirit continually. We believe the gifts are available today and are to be eagerly desired and practiced in submission to the Spirit speaking through the Scriptures (John 7:37-39; Acts 1:8, 2:37-47, 4:29-31; Rom. 12:6-8; 1 Cor. 12-14; Eph. 4:7-16; 5:18).

## **11. The Church and its Mission**

We believe that God graciously chooses and preserves for Himself a community united by faith who love, follow, learn from, and worship God together. A visible church of Christ is a local congregation of baptized believers associated by covenant in the fellowship of the gospel, that observes the ordinances of Christ, and whose only scriptural officers are Elders and Deacons. This body of believers proclaims the gospel, makes disciples of all men from all nations, and prefigures Christ's kingdom by the quality of their life together and their love for one another (Matt. 16:15-19; John 17:20-25; Eph. 2:19-22, 4:11-16; 2 Thess. 2:13; 1 Tim. 3:1-13; 1 Pet. 2:5, 9-10).

## **12. The Ordinances of the Church**

We believe that the ordinances of water baptism and communion (the Lord's Supper), instituted and commanded to be observed by Jesus Christ, are visible signs for His body that we are bound together as a covenant community of faith. By our participation in them, the Holy Spirit more fully declares and seals the promises of the gospel to us. We believe that Christian baptism is the immersion in water of a believer in the name of the Father, Son, and Holy Spirit. It is a prerequisite to the privileges of church membership and the Lord's Supper (Matt. 28:19; Luke 22:19-20; Acts 2:38-41; Rom. 6:3-4; 1 Cor. 11:23-26; Col. 2:11-12).

## **13. The Sanctity of Human Life**

We believe that all human life is sacred and created by God in His image. Human life is of inestimable worth in all its dimensions, including pre-born babies, the aged, the physically or mentally challenged, and every other

stage or condition from conception through natural death. We are therefore called to defend, protect, and value all human life (Gen. 1:26-27, 9:6; Job 31:15; Ps. 139:13-16; Jer. 1:5; Luke 12:6-7).

## **14. Marriage, Gender, and Sexuality**

We believe that God wonderfully and immutably creates each person as male or female. These two distinct, complementary genders together reflect the image and nature of God. Rejection of one's biological sex is a rejection of the image of God within that person. We believe that the term "marriage" has only one meaning: the uniting of one man and one woman in a single, exclusive union, as delineated in Scripture. We believe that God intends sexual intimacy to occur only between a man and a woman who are married to each other. We believe that any form of sexual immorality (including adultery, fornication, homosexual behavior, bisexual conduct, bestiality, incest, and use of pornography) is sinful and offensive to God. At the same time, we believe that every person must be afforded compassion, love, kindness, respect, and dignity (Gen. 1:26-27, 2:18-25; Matt. 19:4-6; Mark 12:28-31; Rom. 1:18-32; 1 Cor. 6:9-11, 18, 7:2-5; Eph. 5:22-33; Heb. 13:4).

## **15. The Consummation**

We believe in the glorious return of the Lord Jesus—our blessed hope, the resurrection of the dead, the translation of those alive in Christ, the judgment of the righteous to eternal life and the wicked to eternal punishment, and the fulfillment of Christ's kingdom in the new heavens and the new earth to the praise of His glory (Matt. 25:31-46; John 5:28-29; 1 Cor. 15:51-54; 1 Thess. 4:16-17; Rev. 20-22).

This statement of faith does not exhaust the extent of our sincerely held religious beliefs. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of faith, doctrine, practice, policy, and discipline, the Elders are the final interpretive authority on the Bible's meaning and application for Emmanuel Community Church.

## **Additional Statements**

We affirm the [Chicago Statement of Biblical Inerrancy](#)

We affirm the [Nashville Statement on biblical sexuality](#).

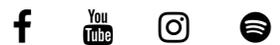
[About Us](#) [Our Beliefs](#) [What to Expect](#) [How to Connect](#)

**Worship Services:** 10:30am | **Office Hours:** 8:30am - 2:30pm Mon-Fri

237 E Miller St. • Elmira, NY • 14904

(607) 734-7516

© 2021 Emmanuel Community Church.





## wedding contract

Emilee Carpenter, LLC  
2020

This agreement ("Agreement") is between \_\_\_\_\_  
[name of bride] and \_\_\_\_\_ [name of groom]  
(collectively, "Client"), listed below, and Emilee Carpenter of Emilee  
Carpenter, LLC ("Photographer"). Client desires to hire  
Photographer to provide services to photograph their engagement,  
elopement, and/or wedding and related events in the manner  
described in this document.

### **agreement**

This Agreement is a binding contract which contains the entire  
understanding between the Client and Photographer (collectively,  
"Parties"). Any modifications must be in writing, signed by the Parties,  
and physically attached to the original Agreement. This Agreement  
supersedes all prior and simultaneous agreements between the  
Parties. If the Parties agree to waive a provision(s) of this Agreement,  
only the agreed-to provision(s) is waived. Any waiver must be in  
writing.

### **parties and details**

Bride: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Groom: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**terms and conditions**

**1. Packages:** The Parties agree that Photographer shall provide the following checked package (“Services”). All Services include a complimentary blog post to Photographer’s website.

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> <i>Engagement Session</i> <ul style="list-style-type: none"> <li>• 1-hour session</li> <li>• 50+ edited, hi-res images</li> <li>• Online gallery</li> <li>• Print release</li> </ul>                             | <input type="checkbox"/> <i>Elopement Package 1</i> <ul style="list-style-type: none"> <li>• 4 hours coverage</li> <li>• 1 photographer</li> <li>• Online gallery</li> <li>• 300+ edited, hi res images</li> <li>• Print release</li> </ul>                              | <input type="checkbox"/> <i>Elopement Package 2</i> <ul style="list-style-type: none"> <li>• 4 hours coverage</li> <li>• 1 photographer</li> <li>• Engagement Session</li> <li>• Online gallery</li> <li>• 300+ edited, hi-res images</li> <li>• Print release</li> <li>• Canvas gallery wrap or fine art album</li> </ul>                          |
| <input type="checkbox"/> <i>Wedding Package 1</i> <ul style="list-style-type: none"> <li>• 6 hours coverage</li> <li>• 1 photographer</li> <li>• Online gallery</li> <li>• 400+ edited, hi-res images</li> <li>• Print release</li> </ul> | <input type="checkbox"/> <i>Wedding Package 2</i> <ul style="list-style-type: none"> <li>• 8 hours coverage</li> <li>• 2 photographers</li> <li>• Engagement Session</li> <li>• Online gallery</li> <li>• 500+ edited, hi-res images</li> <li>• Print release</li> </ul> | <input type="checkbox"/> <i>Wedding Package 3</i> <ul style="list-style-type: none"> <li>• 8 hours coverage</li> <li>• 2 photographers</li> <li>• Engagement Session</li> <li>• Bridal Session</li> <li>• Online gallery</li> <li>• 500+ edited, hi-res images</li> <li>• Print release</li> <li>• Canvas gallery wrap or fine art album</li> </ul> |
| <input type="checkbox"/> <i>Microwedding Package 1</i> <ul style="list-style-type: none"> <li>• 5 hours coverage</li> <li>• 1 shooter</li> <li>• Online gallery</li> <li>• 300+ edited, hi-res images</li> <li>• Print release</li> </ul> | <input type="checkbox"/> <i>Microwedding Package 2</i> <ul style="list-style-type: none"> <li>• 5 hours coverage</li> <li>• 1 shooter</li> <li>• Engagement session</li> <li>• Online gallery</li> <li>• 400+ edited, hi-res images</li> <li>• Print release</li> </ul>  |   |

Engagement Session Date: \_\_\_\_\_

Engagement Session Location: \_\_\_\_\_

Wedding Date: \_\_\_\_\_

Wedding Ceremony/Reception Location: \_\_\_\_\_

**2. Exclusive Photographer:** Photographer and her associates shall be the exclusive photographer(s) retained by Client for the purpose of providing the Services. Wedding guests may take photos, but it is the responsibility of Client to prevent family and friends from interfering with Photographer's duties.

**3. Second Photographer:** If Client selects Services inclusive of a second photographer, Client agree that Photographer has sole discretion to select the second photographer of her choice. Client understands that only Photographer will be delivering images to Clients.

**4. Creative Control:** Client agrees that Photographer has full artistic license and total editorial discretion over all aspects of the Services. This artistic license and editorial discretion includes, but is not limited to, selecting photographic content, taking photographs, arranging photographs' composition and subject matter, editing photographs, and selecting photographs for delivery. Photographer will make every reasonable effort to take photographs requested by Client, but Client agrees that Photographer may decline Client suggestions at Photographer's sole discretion. Photographer will not create any images that communicate a message contrary to Photographer's conscience or artistic judgment and Photographer may terminate this Agreement if Photographer determines that providing Services will communicate a message that conflict with Photographer's conscience or artistic judgment. Dissatisfaction with Photographer's editorial judgment and control or artistic ability are not valid reasons to terminate this Agreement or request return of any monies.

**5. Copyright and Reproduction:** Photographer owns the copyright for any and all photos taken pursuant to federal copyright law. Client grants Photographer irrevocable and unrestricted permission to display images resulting from the Services as an example of Photographer's work, for an entry into photographic competitions, for commercial and editorial purposes, or for any other purpose, and hereby grants Photographer the irrevocable and unrestricted right to use and publish photographs created for the Services for any purposes Photographer sees fit. Client's rights are limited to personal use (including sharing images on the online gallery with family and friends) and for public display so long as Client provides Photographer with attribution each time Client uses Photographer's images publicly. Photographs will be deemed properly attributed to Photographer when it would be obvious to any reasonable observer that Emilee Carpenter Photography provided the photograph for Clients' use. Clients agree not to supply any of Photographer's images to third parties (including vendors associated with the wedding or album designers) without Photographer's written permission. Clients may not publicly display or provide to any third parties any altered or edited images that do not exactly represent the photographs delivered by Photographer.

**6. Release:** Client hereby releases Photographer from all claims, liabilities, and profits relating to images resulting from the Services, releases Client's image and likeness for use in any of Photographer's images, and understands these images may be used for any purpose related to Photographer's business.

**7. Responsibilities:** Photographer is not responsible for compromised Services due to causes beyond her control including but not limited to other people's camera or flash, the lateness of Clients or their family members, bridal party members or other peoples, weather conditions, schedule complications, rendering of decorations, or restrictions of the venues or officiant. Videographers and other vendors as well as non-professional photographers must not obstruct or interfere with the Services. Photographer is not responsible for existing backgrounds or lighting conditions which may negatively impact or restrict the Services. Photographer is limited by the guidelines of the ceremony official or reception-site management. Client agrees to accept the technical results of the ceremony official or reception site management's imposition on the photographer. Negotiation with the officials for moderation of the guidelines is Client's responsibility. Photographer will offer technical recommendations only. Photographer will not break house rules under any circumstances and is not held liable for photos unable to capture due to house rules. Client agrees to hold Photographer harmless for the impact of such guideless or rules may have on the Services.

**8. Cooperation:** For wedding Services, Photographer and Client will develop a photography schedule prior to the date of the wedding. The photography schedule between Photographer and Client is designed to accomplish the goals and wishes of the Client, consistent with Photographer's artistic judgment, in a manner enjoyed by the Parties. The Parties agree that cheerful cooperation and punctuality are therefore essential to that purpose. Shooting commences at the scheduled start time. If Client fails to appear at meeting place by scheduled time, they fail to receive full time of shooting. If the bride or groom's late arrival prevents the full shooting time from occurring, Photographer shall not be held liable for failure to take desired photographs.

**9. Harassment:** Ensuring the appropriate behavior of all guests and other persons at the wedding and other events covered by Photographer shall be the responsibility of Client. In the event Photographer experiences any inappropriate, threatening, hostile, or offensive behavior from any guest or other person at the wedding or other event (including but not limited to unwelcome sexual advances and/or verbal or physical conduct) then a verbal warning will be issued to a family member of the Client. If the offender persists, Client must require he or she leave the wedding. If a third offense is committed, Photographer will end wedding coverage immediately and leave the event. Photographer will still deliver Services within the timeframe specified, but images may reflect the incomplete wedding coverage. Photographer will not be held responsible for incomplete wedding coverage and will retain all monies already paid by Client.

**10. Payments:** A \$\_\_\_\_\_ non-refundable deposit to secure the date for the Services is due at the time of signing this Agreement. The deposit is applied toward the total cost for all Services. No date is reserved until this Agreement is signed and the deposit is received by Photographer. The remaining balance of \$\_\_\_\_\_ is payable before the Engagement Session Date or six weeks prior to the Wedding Date. Client can pay via cash, check, Venmo, or PayPal. Any expenses incurred by Photographer related to providing Client with Services will be invoiced to Client in a timely manner and Client agrees to pay such expenses. In the event that Client fails to remit payment as specified in this Agreement, Photographer shall have the right to immediately terminate this Agreement with no further obligation, retain any monies already paid, and not provide the Services.

**11. Delivery:** Photographer will complete the Services within two weeks of the Engagement Session Date or three months of the Wedding Date and deliver the finalized images upon completion promptly thereafter. Client recognizes that sufficient time is needed for Photographer to edit and complete the images and agrees to be patient and not rush Photographer during the weeks of editing and completion. Unless agreed upon prior to any editing work, the completed and delivered Services may contain a mixture of color images, as well as black and white images. Photographer will use her professional judgment and sole discretion to select which images to deliver to Client. Such selection shall constitute all images that will be made available to Client. Upon receipt of the completed Services, Client will receive high resolution, edited JPEG images as specified in the Services chosen by Client. Photographer will deliver images via online gallery. If the Client needs the images before approximated time, it is the Client's responsibility to bring this to the attention of Photographer before the engagement or wedding. Client can request early completion and delivery of images with a rush fee of \$250.

**12. Preservation:** Upon delivery of all products within the Services, Client accepts all responsibility for archiving and protecting the images Photographer provides to Client. Therefore, Client should download/archive Photographer's images accordingly. Photographer does not permanently archive images and Client releases Photographer from any and all liability for retaining digital image files more than six months after delivery of all Services to Client. If Client requests images after the completion of Services, and if Photographer still has the requested images archived, Client must pay \$250 for Photographer to retrieve the images. Photographer is not responsible for the lifespan of any digital media provided, online gallery, or any future changes in digital technology or media readers that might result in an inability to open or view images. It is Client's responsibility to make sure that all digital files are copied to new media as required.

**13. Limit of Liability:** If Photographer is unable to perform any or all of the duties herein for any reason including but not limited to fire, transportation problems, acts of God, accident, illness, technical problems, or any reason beyond Photographer's control, Photographer will endeavor to secure a competent replacement photographer. If Photographer cannot find a competent replacement, Photographer's liability is limited to the return of all payment received from Client excluding the deposit. In the unlikely event the digital files have been lost, stolen, damaged or destroyed for reasons beyond Photographer's control, including but not limited to camera, hard drive or equipment malfunction, Photographer's liability is limited to the return of all payment received from Client excluding the deposit. The limit of liability for a partial loss of the originals shall be a prorated amount of the exposures lost based on the percentage of photographs expected to be delivered as set forth in the contract.

**14. Reschedule and Cancellation:** In the event that Client reschedules the wedding and Photographer is available for the new wedding date, Photographer agrees to roll-over this Agreement and already paid monies. If the new wedding date is not within six months of the original date in this Agreement, Client may be subject to Photographer's then-current rates at Photographer's sole discretion. In the event that Client reschedules the wedding and Photographer is not available for the new wedding date or Client cancels the wedding, Client forfeits the deposit but will receive a refund for all other monies paid. Photographer must be immediately notified in writing of any rescheduling, cancellation, or any other changes. The writing must be signed by Client, and sent by mail or e-mail to Photographer.

**15. Weather Delay:** Photographer will notify Client of any anticipated rain or weather delay within 24 hours of an Engagement Session and may alter the date and time to fit the circumstances of the situation at Photographer's discretion. Client will immediately notify Photographer in writing of any anticipated rain or weather delay to a scheduled Wedding Date.

**16. Applicable Law:** This Agreement shall be governed and construed in accordance with the laws of the state of New York. Any claims arising out of this Agreement shall be first submitted to a licensed neutral party in a mutually agreed upon location and on a mutually agreed upon date to make a good faith effort to resolve or settle the issue by mediation. The Parties further agree that any dispute arising out of this Agreement may only be brought in Chemung County, New York and the Parties submit themselves to personal jurisdiction in that county.

This Agreement constitutes the entire agreements between the Parties. Any modification of this Agreement must be in writing and signed by both Parties. If any provision of this Agreement is declared invalid, then the remainder of the Agreement will remain in force and effect.

**SIGNATURES**

**DATE**



*Bride*



*Groom*



*Emilee Carpenter, LLC*

GET YOUR FREE DOWNLOAD: THE FREEDOM FRAMEWORK

THE CREATIVE

HOME ABOUT SERVICES PHOTOGRAPHY COACHING MEMBERSHIP WORKFLOWS



EDUCATION FOR  
ENTREPRENEURS

# 4 Reasons Why You Should Be Blogging Every Wedding You Photograph



hey there

I'm Laura!

Our mission is to help small business owners and purpose-driven entrepreneurs redefine success on their own terms and bring their passion dreams to life with more ease, joy, confidence, fulfillment and freedom.



Search

TOP CATEGORIES

JA0220 App. 076



It's no secret that as a wedding photographer, taking beautiful photos is not our only job. We are responsible for not only delivering these photos to our clients but also for sharing these memories with their families, friends, and our audience of followers too!

However, with that comes something that I know many of you dread (or avoid doing at all), **writing the wedding blog**. It is likely not because you don't *want* to share the love story of your couple but that you don't have a system in place to actually get it done efficiently.

That is why I am here today to give you some encouragement and motivation to sit down after every wedding and write out your couples story. One, simple blog post can do wonders for your business and bottom line. And, best of all, you are being courageous enough to put yourself out there and share your work with the world. Go you!

**Today, I want to share 4 reasons why I believe the wedding blog is one of the most important pieces of your wedding workflow!**

## #1 – You Get to Share Your Work & the Couples' Story with the Universe

This is by far the most meaningful reason to write the wedding blog – it is an opportunity for you to put your work into the universe and share the couples' story with an audience of friends, family, and followers of your business! WHAT A WIN! Just THINK of all the potential clients in that pool of people!

I know what you're thinking "I have nothing to write!!" Well my friend, here's what I have to say to you: Believe in yourself and the story you have to tell. Be confident in your work and what you have to offer the world of photography, through visuals and your writing! Writing the wedding blog is an opportunity to speak to an audience who is excited about the work you do and story you tell!

And when it comes to impacting your business and your bottom line, think referrals. When a couple reads their story and sees it portrayed beautifully through your photos AND your words, they want to share it with people they know and love!! And more often than not, one or two of those people are getting married or know someone getting married who may need a wedding photographer! It's a win-win!!

#2 – Sneak Peek at What's to Come

Not only will your couples appreciate the heartfelt story written by YOU, their photographer, it will also build the excitement of what is to come. The blog is an excellent way to provide a sneak peek of the best images from the wedding!

## #3 – Credit Vendors & Showcase Their Work

As creatives, we operate in a space with a great deal of competition, especially when it comes to the wedding industry. And as you might know, I am a HUGE proponent of community OVER competition! And this is why I make an effort to credit every vendor I work within all of my wedding blogs. You will be amazed at the positive reception you will receive from other vendors when you share their work with your audience!

This not only gives them exposure to your audience but it also gives them the opportunity to share your post with their audience as well. In the current state of our industries, it is more important than ever to support each other and showcase the work of other creatives who work just as hard as you to grow their business!

## #4 – It's Free Marketing!

This point is one of THE most important reasons for writing a wedding blog for each of your couple's. It is FREE marketing for your business – yes, free! Not only are you showcasing your work but you are also giving future clients a taste of your exceptional client experience.

I've had 56 of my couples come from people who have seen a blog post of mine on Facebook! When I write a post, I publish it on my blog and then feature that same post on my personal Facebook page, my business Facebook page, and sometimes even my Instagram page. This one post offers endless opportunities for repurposing my work and promoting my wedding photography services.

With the correct use of SEO and marketing tactics, you can begin to place yourself at the top of search pages – increasing referrals, organic inquiries, and ultimately your bottom line...without ever "asking" or "selling" your services! That is worth 15 – 30 minutes of writing if you ask me!

Now that you know how important it is to write a wedding blog, maybe you also want to learn how to write a wedding blog in 15 minutes or less!? Lucky for you, I recently wrote all about this in a post, [How I Write a Wedding Blog in 15 minutes or Less](#).

ALSO – I have something even MORE valuable and exciting to share with you – especially if you feel like writing blog posts takes up too much of your valuable time. I've created a free system for you so you can start writing blogs quickly and painlessly without staring at your computer screen for.ev.er.

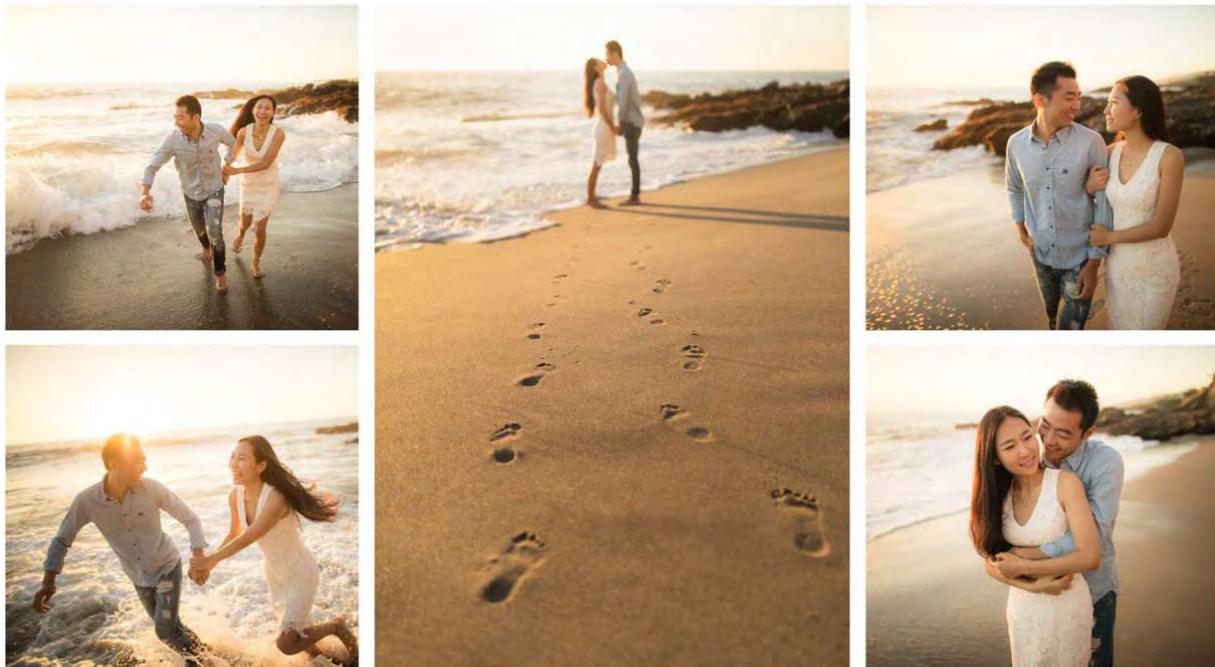
Rather than sit down and try to write from scratch, I answer a few key questions for every wedding. The post ends up being hundreds of words because I'm simply answering easy questions about the couple!

**IF YOU WANT THE FULL SYSTEM FOR FREE, YOU CAN GRAB IT HERE! MY FOOLPROOF SYSTEM**

 Lounge (<https://www.slrlounge.com/>)

---

SLR Lounge (<https://www.slrlounge.com/>) / Inspiration  
(<https://www.slrlounge.com/photography-inspiration/>) / Tips & Tricks  
(<https://www.slrlounge.com/photography-inspiration/photography-tips-tricks/>) / **Six Reasons  
Why ALL Photographers Should Blog in 2019**



*Photography Careers and Business* (<https://www.slrlounge.com/photography-careers/>)

## **Six Reasons Why ALL Photographers Should Blog in 2019**

JA0223 **App. 079**

Sean Lewis (<https://www.slrlounge.com/profile/37621/>), 2 years ago (<https://www.slrlounge.com/six-reasons-why-all-photographers-should-blog/>)

Blogging is like flossing your teeth or doing sit ups. We know that we SHOULD do it, but we often fail to incorporate the routines into our daily lives with consistency.

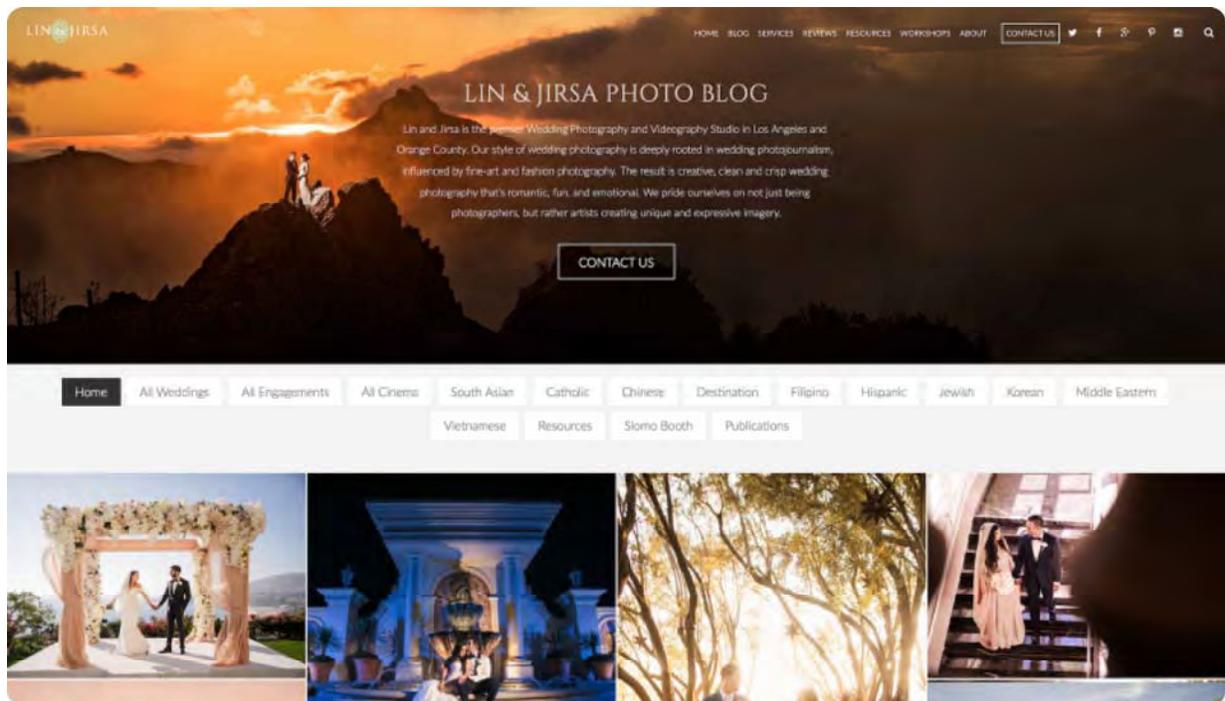
If you're struggling to grow your photography business, you may be neglecting one obvious marketing tool that all photographers should take advantage of: blogging.

*In this article, based on content from Photography Business 201: Photography Pricing & Product Design (<https://www.slrlounge.com/workshop/dude-wheres-your-blog/>), we're going show you why blogging is important. Don't miss part two of this article next week when discuss how to blog effectively.*

## why blog?

Here are six reasons why all photographers **should** blog:

### 1. Gain Credibility And Fill The Party



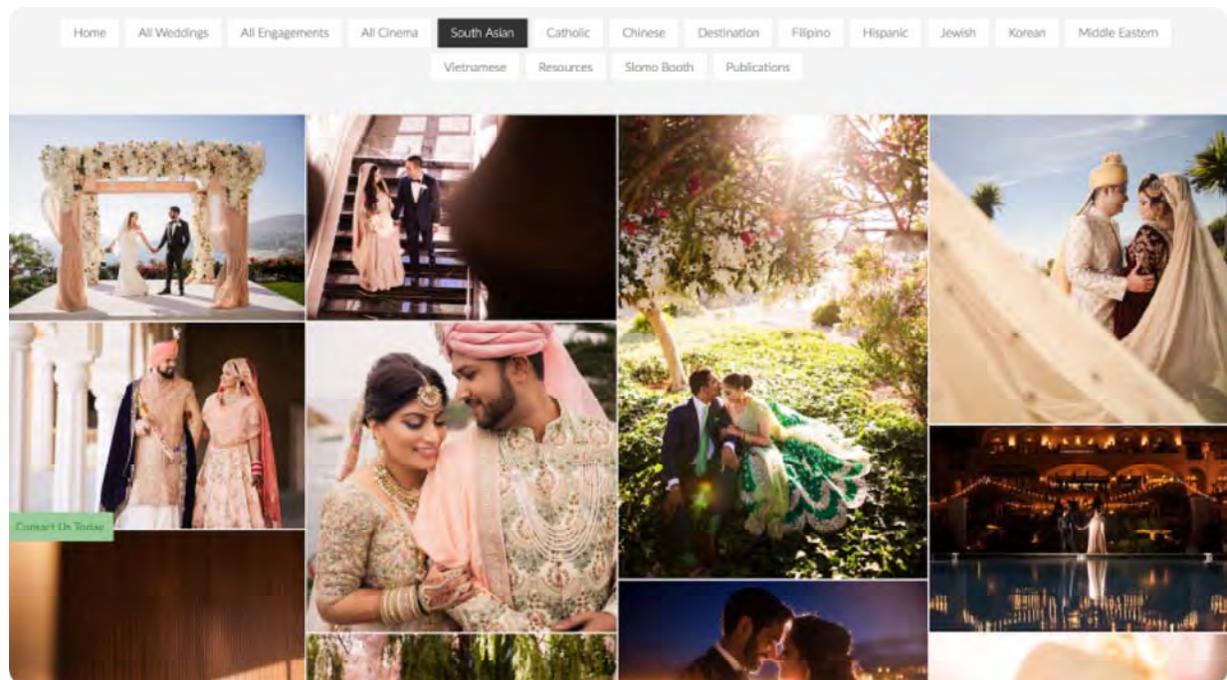
Blogging is your chance to remind your friends, fans and followers that you are an active working photographer, keeping you top-of-mind when they (or their network) have photo needs. All else equal, would a client rather hire a photographer with recent blog entries or a photographer who hasn't blogged since 2012?

[**Related Reading:** How To Market Your Photography Business

(<https://www.slrlounge.com/photography-marketing-how-to-market-your-photography-business/>)]

Blogging often also “fills the party.” This is a term we use in our business course (<https://www.slrlounge.com/store-product/photography-pricing-and-product-design-photography-business-201/>) to describe the phenomena that happens people see a line outside of a restaurant or club. What happens? They look twice and usually assume that it must be good. No matter where you are in your business, your services need to appear as if they are in high demand. Frequent blogging is a way to help.

## 2. Maximize SEO/Niche Targeting



With limited time, many busy photographers focus on social media over blogging. However, blogging is just as important (and maybe even more important) than social media because the work you put in creates permanent assets that continually drive traffic to your work over time via search.

Blogging lets you target the long tail keywords in your search engine optimization (SEO) strategy. Ranking for major keywords like “New York Wedding Photographer” or “San Francisco Headshot Photographer” is difficult and takes significant time and resources.

However, ranking for niche keywords like wedding venues, specific headshot styles, maternity locations, and other less competitive terms are much easier. Your blog is the key to increasing your search traffic via ranking these niche terms. To learn more about blogging, see this video (<https://www.slrlounge.com/workshop/dude-wheres-your-blog/>).

### 3. Tell Your Story/Visions Through Words

Much like album design, blogging allows photographers to take their sessions and turn them into **storytelling moments**.

Stories allow you clients and your audience to **fall in love** with a set of images. In contrast, a dump of images in a gallery showcasing thousands of images lacks the same **emotional impact**.

See the examples spreads below:

In addition, adding text alongside your images in a blog allows you to expand your vision and give special insight on the significance of the locations and wardrobe choices or highlight the personalities of the clients. Although pictures are said to be worth a thousand words, it still helps to accompany visuals with written text.

#### **4. Set Yourself Apart And Show Off Your Personality**

Photographers can use their blog to help them stand out and let potential clients see a more personable side of you and your business. Allowing viewers to see your personality through your blog posts is a wonderful way to set yourself apart and develop a relationship with your audience.

## 5. make your clients happy

Use your blog to make your clients feel special and important. A little recognition and validation can be very gratifying for your clients and makes your work more shareable. In the end, taking an hour of your time to make your client feel special will benefit YOU by drawing more attention and traffic to your site.

## 6. Satisfy Your Vendors

Vendors enjoy and appreciate getting a little recognition just as much as your clients do. Take a few behind the scenes images of the florist setting out flowers, or the caterers serving the food. Mention them in your blog posts and give them credit for their services.

This will give them something to share with their clients and audience. Every time they share, the readers will be directed to your site. It's a win-win for both you and the vendor and requires very little effort on your end.

**All else equal, a vendor is more likely to recommend a photographer who credits them on their blog and social media over a photographer who doesn't.**

## Conclusion

Blogging is critical to many components of your business, playing important roles in client satisfaction, SEO, vendor networking, and more. Blogging requires dedication in order to be effective; and consistency is key.

Now that we know WHY we should blog, our next article will cover HOW to do it effectively. Stay tuned!

For more tips on building your photography business, from creating a business plan to booking clients, check out our Complete Photography Business Training System (<https://www.slrlounge.com/store-product/photography-business/>), which is available now in our store.

Join [Premium](https://www.slrlounge.com/premium)

### TAGS

[#MARKETING \(HTTPS://WWW.SLRLOUNGE.COM/TAG/MARKETING/\)](https://www.slrlounge.com/tag/marketing/)

[#BLOGGING \(HTTPS://WWW.SLRLOUNGE.COM/TAG/BLOGGING/\)](https://www.slrlounge.com/tag/blogging/)

[#BUSINESS \(HTTPS://WWW.SLRLOUNGE.COM/TAG/BUSINESS/\)](https://www.slrlounge.com/tag/business/)

[#BLOG \(HTTPS://WWW.SLRLOUNGE.COM/TAG/BLOG/\)](https://www.slrlounge.com/tag/blog/)

[#PHOTOGRAPHY BLOG \(HTTPS://WWW.SLRLOUNGE.COM/TAG/PHOTOGRAPHY-BLOG/\)](https://www.slrlounge.com/tag/photography-blog/)

---

Previous

### **The Three Biggest Reasons Portrait & Wedding Photographers Should Switch to Mirrorless (Eventually)**

[\(https://www.slrlounge.com/the-three-biggest-reasons-portrait-wedding-photographers-should-switch-to-mirrorless-eventually/\)](https://www.slrlounge.com/the-three-biggest-reasons-portrait-wedding-photographers-should-switch-to-mirrorless-eventually/)

Next

### **2018 Guide to Maximizing Savings (and Avoiding Buyer's Remorse) During Holiday Sale Season**

[\(https://www.slrlounge.com/maximize-savings/\)](https://www.slrlounge.com/maximize-savings/)

---

## Sean Lewis

(<https://www.slrlounge.com/profile/37621/>)

Sean fell into photography while teaching for a non-profit. What started as a minor task - documenting guest speakers and classroom activities - grew into a major obsession, and eventually led to a position shooting with Lin & Jirsa. Nowadays, at SLR Lounge, Sean's work as a marketing associate merges his interest in the fields of photography and education.

### GET CONNECTED!

---

 (<https://twitter.com/slrlounge>)  (<https://facebook.com/slrlounge>) 

(<https://instagram.com/slrlounge>)  (<https://pinterest.com/slrlounge>) 

(<https://www.youtube.com/user/SLRLounge>) 

(<https://www.linkedin.com/company/slr-lounge>)



## BLOG

## LEARN

Camera Skills

Light Skills

Composition Skills

Photo Editing Skills – Lighroom

Creativity Field Guide

Shoot Awesome Video

Pro – Build Your Business

Photography Income Formula

Simple Wedding Photography

Awesome Album Design Skills

Really Easy Retouching

## ABOUT

**FREE RESOURCES**



## CONTACT

# The Secrets of Successful Photography Blogging: How To Make It Worth Your Time

Updated on June 1, 2020 by Lauren Lim



You've heard that you should be blogging if you're a photographer. You've seen more and more shooters with blogs. Heck, you've probably even started one yourself! **But do you know why that blog is so critical, and the most important things you need to do to make sure it's worth the time?**

Well, let's figure it out!

*Before we dive in, a quick shout out to our awesome reader Erin, who suggested this topic. Thanks Erin, hope this is helpful!*

So, you might already have a blog, or you might be considering one. Either way, let's start off by talking about the reasons why blogging is so important for photographers.

## The Reasons Why Blogging Is So Important For Photographers

Photography is a service, and a personal one at that. Your clients are letting you into their lives, and trusting you with some pretty big moments. The more you can give them reason to feel comfortable with hiring you, the better.

A blog is a perfect tool for doing just that. **It gives you the opportunity to show who you are, why you are a photographer, and what value you can provide to a prospective client.** It gives them a look into your motivations and how you treat your clients—info that will be important to their decision.

And, of course, **it lets them see your latest and greatest work!** When you are just getting started (as in, during your first 5 – 10 years as a shooter) you are probably going to be improving your work at a very rapid rate. Portfolio sites have a tendency to get stagnant, and many photographers neglect to update them regularly. A blog ensures that prospective clients are seeing your newest (and likely best) images. That ensures that they are familiar with your current shooting style, which also has a tendency to evolve!

**Blogs are also better for SEO than portfolio sites**, since they have frequent updates and lots of tasty content (Google looooooves tasty content). A well-maintained and frequently updated blog can absolutely shoot up the search rankings!

Another benefit is that **blogs are a really great way for your clients to share the images you took of them!** People love seeing their own photos on their photographer's blog, and will share the link with all their family and friends.

Um....hello awesome word-of-mouth marketing!! Your clients might even ask you if they'll make the blog, they're so excited to be featured. Take the time to make great posts for your clients, share why you enjoyed working with them, and they'll love the experience, and spread the word about you. Win-win!!

At the core, **a blog is going to let you start establishing your personal brand.** You can get your unique voice across thanks to the narrative style of a blog. This is different than a portfolio, photo-sharing sites like Flickr, or social networking sites like Facebook. Your personal brand is what will make you unique. It's super valuable.

Best of all? **A blog is easy to start, easy to maintain, often cheaper than a dedicated website, and more effective in getting sales!**

Now, before you starting racing off, we'll share a few mistakes we've made on our blogging journey.

## A Few Mistakes We've Made On Our Blogging Journey

We met on blogs, and between the two of us have had about 10 in the past 5 years. We blog a LOT. And we've made some mistakes that we don't want you to make.

One of those was **having too many blogs.** We're always guilty of that, but are constantly trying to trim it down. See, when you have too many blogs, you don't have enough energy to put into each one, and they all end up being so-so. It's better to have one amazing blog, than three so-so blogs. Only take on as much as you can make awesome.

We've also been terrible about **starting a blog, getting it going, and then neglecting to keep up with posting.** That's an easy way to disappoint readers,

as they get all excited about what you are doing, and then you leave them. We feel really bad about this mistake.

We've **created blogs without really knowing the reason for it**. When we do that, we end up having only a murky idea of who we're posting for, and wind up with incohesive content, and getting a totally different audience than we expected. This makes it confusing for the author, and the readers, and just difficult all around. Go into your blog with a clear purpose and outcome!

And finally, we've **forgotten the importance of creating value in our blogs**. We've just posted to show off what we're doing, instead of really trying to make it a valuable experience for our readers. It takes people time to read your blog, so you want to make sure that is time well spent for them. Try to give them value of some sort, whether it's through entertainment, education, or inspiration. You don't need to make all your posts like this, as likely a good portion of a photography blog is sharing your latest work, portfolio style, but make sure you're still taking care of your readers with useful content!

So now that you know which mistakes to avoid, let's discuss some super important things to keep in mind on your photography blogging journey.

## Super Important Things To Keep In Mind On Your Photography Blogging Journey

### KNOW YOUR WHY

Why are you starting a blog? What's the purpose? **What's the outcome you're hoping to achieve?** Without knowing this, you will be directionless and all the time you spend blogging can really amount to nothing.

Deciding on your purpose right off the bat will give you an incredible sense of control. Any time you need to make a decision about your blog, you'll simply think of your purpose and desired outcome, and you'll know what to do.

## **CHOOSE YOUR AUDIENCE**

Once you've decided on your outcome, **you need to determine who you are blogging for**. This is a step that many photographers miss. It's easy to forget who you are writing for, and start blogging for other shooters, your friends and family, or wedding blogs.

So who are you really blogging for? Is it for your friends and family, to keep them updated with how your photography is going? Or is it for your clients, to keep them in the know with your business?

This matters a LOT, so do it now, even if you already have started a blog. If you're blogging for clients (which is generally the case if you are a professional business), then you will always need to keep that in mind, every single time you post anything on your blog.

## **MAKE IT EASY TO CONVERT**

As a professional photographer, you're essentially blogging to get new clients. That's what will mean more money, and make the blog worth your precious time. **So you have to make sure you have all the information on your blog that will convert readers into clients.**

This is things like what city you are located in, details of what type of photography services you offer, prices or price ranges, clear contact information, testimonials of why you rock and a call to action (ie. Book Your Session) are super important to making this a worthwhile endeavour.

## BE CONSISTENT

If you're going to start a blog, **make sure you can commit to the time it will take.** It is critical that you are consistent with your posts, but also one of the hardest things to do (we definitely have our share of difficulty with this one!).

Consistency shows readers that you are an active business/shooter. The worst thing you could do is start a blog, and have your most recent post be from months (or years!) ago. But it happens alllllll the time. That sends a very bad message to any prospective client that finds your blog!

Decide how often each week you are going to post. If you are a full time shooter, twice a week is a good amount. If you are part-time or a hobbyist shooter wanting to blog, one a week is probably very doable.

You can even decide which days of the week you'll post on, as that can really help keep you on track!

## TIE IN SOCIAL MEDIA

A blog is different than a Twitter account or Facebook page. They all play different roles in your social media system for your business. **But they can definitely support each other!**

When you post a new blog post, make sure to Tweet about it. And on your Facebook page, set it up so your [blog posts are automatically imported](#).

## SHOW YOUR BEST, NOT YOUR ALL

Your blog is not a place to show every single photo you've ever taken. Instead, **it's a place to show your very best images from each session, or the very best of your portfolio.**

If you just blast your blog with bazillions of images, your audience will get overwhelmed and bored. The exact number of images is completely up to you, and what type of photography you do.

Go for quality over quantity. Remember, this is basically like a constantly updated portfolio, so treat it that way! Clients will be scrutinizing each of those images when they are deciding to book you or not!

## **BE PERSONAL, BUT NOT TOO PERSONAL**

It's a fine line between what is personal, and what is too personal. It's great to be yourself, and share who you are as a person, but if you start over-sharing it can make your readers uncomfortable.

If this is a business blog, you'll have to think hard about how much of your personal life you want to share with your readers.

This is completely up to you, and definitely a grey area, but keep it in mind.

## **BE POSITIVE**

No one wants to hear someone complaining on a business blog. It's a huge turn-off, and will straight up lose you clients.

Be positive, and you'll attract people to you. That's why you're blogging after all!

This all sounds great, and I know you're getting pumped, but you might be wondering, "Hey Rob & Lauren, can you share some things for photographers to blog about?"

Sure can, friend!

## Things For Photographers To Blog About

There are so many things you can blog about, once you start getting in to it, you'll find yourself always coming up with new topics!

These are just a few ideas that we came up with, but the sky is the limit:

- **Recent work:** weddings, portrait sessions, travel images, landscape images, whatever you're shooting at the time
- **Your most interesting work:** you can pull images from your archives to share
- **Personal experiences:** check out [The Pioneer Woman](#) or [Tara Whitney](#) for great examples of personal blogging
- **Answers to FAQs:** help your readers get the information they need with some great FAQ posts! Create valuable content for them!
- **Adventures:** people love to live vicariously through their favourite bloggers, so take them on your adventures!
- **Why you love photography:** let them see your motivations, and they'll feel more connected to you
- **Promotions at your studio:** give you blog readers special discounts, and make sure they know about any promotions, so they feel like following your blog is valuable!
- **How you got started in photography:** your story can really help them understand who you are as a shooter
- **Behind the scenes:** everyone loves to see how the magic happens!

Now, take a moment to brainstorm (my favourite word, btw) some of your own topic ideas. Simply think of your audience, and what kind of content they would find interesting, relevant, and valuable, and go for it!

Let's finish this post off with a few more tips for successful photography blogging!

## A Few More Tips For Successful Photography Blogging

- **Learn how to write for the web:** People skim, and you need to be conscious of that when you write! Check out [Copyblogger](#) for the best info on this topic
- **Link to relevant information:** Links are great ways to improve both the value of your content, and your SEO rank, so when you can, provide links for your readers
- **Don't blog other people's photos:** A very odd trend. If you're a photographer creating your own photography blog, focus on showing off *your* work to your clients!
- **Use descriptive, meaningful titles:** Trying to trick the Google robots never works, and the popular trend of using post titles like "London Wedding Photography – Kate and William's Wedding" won't help your SEO. All it will do is make your blog post titles look messy
- **Install Google Analytics:** Knowing where your visitors come from, and how they interact with your site is super valuable. And [Google Analytics](#) is super powerful and super free
- **Have an RSS feed:** An [RSS feed](#) lets your readers subscribe to your blog. Most blogs have one built in, but make sure your readers know to subscribe so they can stay on top of your content

## So Should You Have A Blog?

Hopefully by now it's pretty clear that the answer is a resounding yes, but I'll sum it up here.

If you're a professional photographer, you should absolutely definitely have a blog. Business is getting personal again, and a blog lets you leverage that shift.

It's also great for SEO, marketing, encouraging word of mouth, engaging your past, present and future clients, and sharing your work. No-brainer.

Even if you're just getting started on your way to becoming a professional photographer, creating a blog early will constantly improve your personal brand. You'll get into the habit of blogging consistently, and you'll be really awesome at it by the time you're a full-fledged pro!

And if you're a hobbyist? Well, there's nothing better than a blog to share your passion with your friends and family! They'll be your biggest source of support as you're learning. And who knows? Someone might come across your work, and want to hire you for your unique vision! Your hobbyist blog could be your ticket into the pros.

## Blog Services

Don't have a blog, and need one? You have a bazillion options! Here are a few services to consider:

[Tumblr](#): A multi-media blogging service, Tumblr is a bit more of a casual option, but if you just want to try out blogging, it has a ton of fun features.

[WordPress](#): The grandfather of blogging platforms, WordPress is an open-source option with a ton of customizability, plugins, and themes. A great option if you really like to tinker.

[FotoJournal](#): ~~Photography Concentrate and all our other blogs are powered by FotoJournal. It's a service that we're a small part of, and have been active in providing ideas and feedback on from the beginning. It's the first blog platform built specifically for photographers, and makes blogging lots of images mega quick and easy!~~

(2020 Update: FotoJournal no longer exists unfortunately, and Photography Concentrate is now on the WordPress platform and self hosted!)

**Do you have any tips on how to create a successful photography blog?  
Share them in the comments!**

Filed Under: Business

## About Lauren Lim

Hey friend, I'm Lauren! I'm a photography ninja here at Photography Concentrate. I'm downright obsessed with photography, and love sharing it with super cool folks like yourself. When I'm not shooting, or writing, you can find me cooking (and eating!), traveling, and hanging out with wonderful people.

Hi there!

We're The [Photography Concentrate Team](#):

Daniel, Jill, Kaitlyn and Kristal. Think of us as **your photo friends** – we're here to help you take great photos, and have a ton of fun together while we're at it!



[Instagram](#) [Twitter](#) [Facebook](#) [YouTube](#)

[Browse the Archives](#)

Search the site ...

# Some Wedding Vendors Face Fallout After Speaking Up on Social Issues

Wedding vendors are taking to social media to speak out on a host of social and political issues. Some risk losing followers, clients and money as a result. Others feel supported.

**By Stephanie Cain**

Published Aug. 6, 2020 Updated Aug. 7, 2020

In June, the photographer Shakira Rochelle started taking photographs of Black Lives Matter protesters in her hometown Cincinnati. She shared the images and other supportive B.L.M. content on her personal Instagram account. Shortly, thereafter she received a text from a couple who had hired her to photograph their wedding.

In a screenshot of the text that has since gone viral, the couple said they wanted to cancel their contract because they didn't feel Ms. Rochelle was a fit if she supported the Black Lives Matter movement.

Mr. Rochelle isn't the only wedding professional who has seen fallout from voicing opinions in tweets and posts online. The New York-based photographer Clane Gessel also lost a client when he posted an Instagram story while at a Black Lives Matter protest. First the clients unfollowed his social media account. Then they called to say that they didn't feel "comfortable" with Mr. Gessel at the wedding and didn't want their wedding photos next to posts that "don't support the guests' views."

Mr. Gessel wasn't bothered by the cancellation. "Silence is the enemy here, and the only reason we see change is when people speak and act out," he said. "We should speak up regardless of the monetary penalties involved to do what's right."

Several social and political issues have converged in recent months. Among them: a global pandemic and debates over wearing masks; June’s annual Pride celebration and support for transgender lives; the uprising of Black Lives Matter protests and discussions on race and the criminal justice system. Not surprisingly, social media has become a hot spot for these conversations, even among wedding professionals.

Many vendors say that this is the first time they have publicly expressed their personal opinions in their professional space. Some have lost followers, clients and money; others expect to. And so the question remains: How much should wedding professionals share about their political and personal beliefs?



Sheena Meekins and Gina Esposito run Anée Atelier, a photography company in New York. They have no hesitation in speaking out on human rights issues and have found their clients support them. Amy Lombard for The New York Times

“When something affects your community at its core, it’s nearly impossible to continue as if nothing is happening,” said Sheena Meekins, an owner and photographer at Anée Atelier in New York.

She and her business partner, Gina Esposito, explained that they are used to capturing emotional, authentic, and intimate moments, and so it seemed only natural for them to speak out on something equally emotional: human rights.

Ms. Meekins said they have not lost clients nor been affected negatively in any way after speaking out.

Deciding to take a public stance is not done lightly. Joe Bunn, a D.J. based in Raleigh, N.C., shared a heartfelt post about his beliefs in early June. In it, he wrote that he had never posted about his politics, but felt he had to say something a few days after the killing of George Floyd. “I can’t explain it,” Mr. Bunn said of the emotional draw to post. “I think equality is everything.”

He has also posted about wearing masks for public health. Whether that is the right decision, business-wise, he doesn’t know, but it is right personally. “Silence isn’t the move in 2020,” he added.

Troy Williams, who runs Simply Troy, an event planning company in Los Angeles, felt posting went beyond his business; it’s personal. He has an adopted Black son, who is 7, and a same-sex partner; he says both are big motivators for stepping up and speaking out to his 22,000 Instagram followers. Though he knows that not all of his clients may agree, he wants to use his platform to “stand up for what’s right” and his own family’s future.

Couples are taking notice, too. Madeline Johnson, a 28-year-old publicist, said that she felt immense pride when her Florida-based photographer, Chloé Brennan of Chloé Bee Photography, who was hired for her Seaside, Fla., nuptials, started posting support for Black Lives Matter on Instagram. Not only did Ms. Johnson and her fiancé, Arjun Rao, 33, the director of software engineering for a marketing firm, agree with Ms. Brennan, but they respected that she was doing so in a more conservative place than New York, where the couple lives.

For some, like Jove Meyer, an event planner and designer based in Brooklyn, and Erica Taylor Haskins, a founder of Tinsel Experiential Design, also in Brooklyn, politics and personal views have always been a part of their brands. Mr. Meyer is a fierce advocate for the L.G.B.T.Q. community and same-sex weddings, even

educating colleagues in the industry on how to be more inclusive. Ms. Haskins said that personal beliefs have been integral to the Tinsel brand as well, since she and her two co-founders began 11 years ago.

One of their first professional Instagram posts was in support of same-sex marriage during California's Proposition 8 debate. Since then, the two have found subtle ways to share their beliefs, including posts about political fund-raisers they do for candidates they support. Both posted heavily during Pride month.

Marcy Blum, an event planner and designer based in New York, puts it right out there. Her Instagram and Twitter bios include the phrase "an unapologetic lover of parties and fiercely against Donald Trump." She said she has always been politically minded, since her days protesting the Vietnam War in the 1960s. This doesn't stop her from working with someone of an opposing belief, but she wants her clients — and fellow wedding professionals — to know where she stands.

Not all agree that social media is a place for conversation on social and political topics. It was a challenge, though, to find wedding professionals who don't agree to speak on the record. Those vendors who chose not to post a black square on Blackout Tuesday, after Mr. Floyd's death, quickly received flak from colleagues for the apparent lack of support for Black Lives Matter. Then, there are others who are singled out for virtue signaling.

"I do suspect some posted the black square in response to peer pressure or just as a token of solidarity," said Vikram Panicker, the principal creative designer at Elegant Affairs, an event design and décor company based in Fairfield, N.J.

Mr. Panicker has continued to discuss same-sex marriage, the government's handling of the pandemic, Black Lives Matter, and more on his Instagram stories, but others in the industry have quickly returned to sharing images of past events and wedding-only content. "It doesn't sit well with me to just keep posting pretty pictures in a time like this," he said.

His last post on his main feed on Instagram is a black square. Mr. Panicker said several colleagues reached out to applaud his efforts, but several others also stopped following him.

Kaleigh Wiese, a wedding industry brand strategist and the owner of the Austin, Tex., stationery company Meldeen, said professionals she has spoken with recently feel like they will get shamed if they post and shamed if they don't post; it's a lose-lose situation. She, however, guides her clients to understand that saying nothing online isn't a great look.

"Life happens offline, but your brand is what other people say it is," Ms. Wiese said. "A lot of that is online. Having an online presence is a social responsibility. You simply cannot have a business today without showcasing diversity and inclusivity."

Increasingly, couples seem to want their wedding professionals' values to align with their own. Sabrina McMillin, 26, the account director at a communications firm in Brooklyn, said that from the start, she and her fiancé, Brian Cartan, 28, a student at Kingsborough Community College, have sought progressive wedding businesses owned by women, people of color and the L.G.B.T.Q. community for their celebration, which was originally scheduled for September and rescheduled for July 2021. Most, if not all, of her vendors have made social media statements regarding current issues, she added. Would she change her mind about a vendor, even at an expense, if she found them posting something derogatory?

"Yes," she said, "there have to be consequences for this type of behavior that marginalizes people." Ms. McMillin added that they have removed guests from their list who have expressed racist sentiments in response to recent protests, too.

For Natalie Hamlin, 30, a publicist in Los Angeles, the past few months have inspired her and Christopher Foulston, 35, a game developer, to rethink their vendors, especially since their wedding has been postponed because of the coronavirus. She said they not only pivoted to vendors who are taking serious safety precautions regarding the virus, but also did research into those who have raised awareness of systemic racism and discrimination. They would regret hiring a vendor that discriminates against employees or patrons because of their culture, race, or sexual orientation. They have married friends, she noted, who already regret their vendor choices in the past after seeing recent posts by them on social media.

"The investment is not only monetary," Ms. Hamlin said. "We want to be surrounded by professionals who believe that love and empathy comes in all forms."



February 5, 2021 · Upstate New York, Floral, Intimate, Backyard, Barn

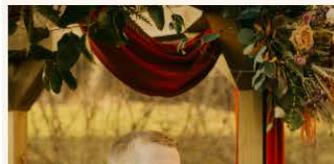
# CARLY AND SAM

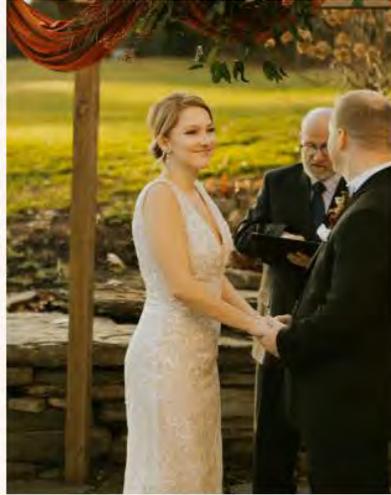
CARLY AND SAM'S BACKYARD GLAM MICROWEDDING WAS RICH WITH LOVE, FAMILY, AND INTENTIONALITY.

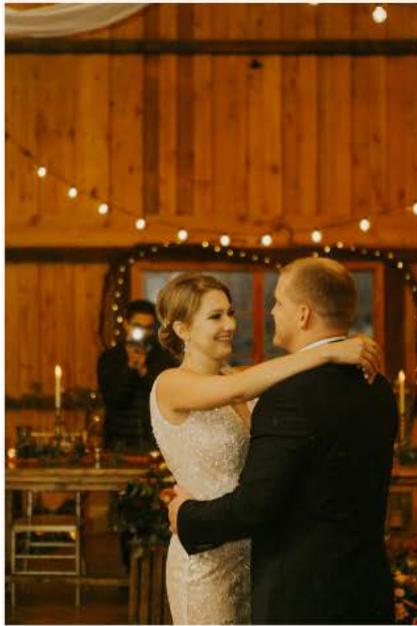
Surrounded only by their immediate family, they chose to do a simple, but love-saturated destination microwedding at Homestead Blessings. (Ya really can't go wrong there!) It had the most amazing fall tones and textures to it, complete with a dessert table full of pies... a.k.a. my love language! ;)

Every detail was so thoughtful and meaningful, including the fact that Sam's dad was the one to marry them. (Tears!!) It was such a beautiful thing to witness, God joining them together as husband and wife, and I can't wait to see how their love story grows! <3









FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †





INFO

- [ABOUT](#)
- [EXPERIENCE](#)
- [CE](#)
- [PORTFOLIO](#)
- [IO](#)
- [BLOG](#)

CONNECT

[CONTACT](#)

LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

© 2020 Emilee Carpenter, LLC | Hand-crafted by Quiddity Design Co



February 4, 2021 · Upstate New York, Outdoors, Adventure, Winter

# MICAYLA AND CAMERON

THIS ELOPEMENT WAS THE EPITOME OF SIMPLICITY, SINCERITY, AND SANCTITY...

It was a Thursday when Micayla called me and said, "Em, I think we're going to do it this weekend." They had planned a more elaborate day later in the spring with the entirety of their families, but with the onset of COVID and several health challenges, Micayla explained to me that they didn't want to wait. They just wanted to be husband and wife.

As I packed my camera gear that Saturday morning, I thought to myself, 'What a perfect day.' I met them under a blue sky, surrounded by rolling hills, and they were accompanied by noone except their parents and pastor.

And that day, before God, they became one. It truly was such an incredible testament to the beauty of marriage in it of itself. No bells and whistles... just one man and one woman making a vow to love, to serve, and to cherish one another for a lifetime. <3

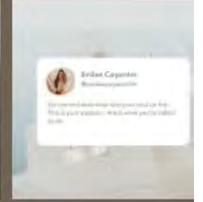




FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- [ABOUT](#)
- [EXPERIENCE](#)
- [CE](#)
- [PORTFOLIO](#)
- [IO](#)
- [BLOG](#)

CONNECT

[CONTACT](#)



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

© 2020 Emilee Carpenter, LLC | Hand-crafted by Quiddity Design Co



October 24, 2020 · Upstate New York, Outdoors, Architecture, Modern

## ERIKA AND JOHN

THESE TWO WERE SERIOUSLY THE MOST LAID BACK, DOWN TO EARTH, CAREFREE COUPLE EVERRR!

After finally having gotten their custom engagement ring, we were able to sneak in their shoot at just the last minute before the last of the foliage fell - and let me tell ya, it was perfecttt!

Wearing the exact Adidas that they're going to get married in (which is genius, right?!), we frolicked around downtown Corning and were having so much fun with the modern and architectural vibes!





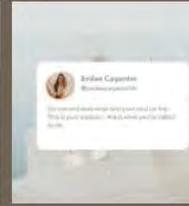
OK, so I wasn't exaggerating... this cutie couple is amazing right?! And if you're totally feeling these fall vibes, then you HAVE to check out my [autumn waterfall engagements](#) with Anna and Matt!



FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- ABOUT
- EXPERIENCE
- CE
- PORTFOLIO
- IO
- BLOG

CONNECT

CONTACT



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

March 5, 2021 · Upstate New York, Outdoors, Winter, Adventure

# HANNAH AND DARREN

AFTER TAKING A SHORT, BUT MUCH NEEDED WINTER BREAK FROM SHOOTS, I PICKED UP MY CAMERA FOR ENGAGEMENTS WITH THESE TWO CUTIES LAST MONTH... AND IT DIDN'T DISAPPOINT!

I met with Hannah and Darren just as the early morning sun crept over the Upstate NY hills and everything began glittering... we danced in the snow, laughed til our sides hurt, and had the most fun time adventuring together in the wee hours of the morning!

I'm so grateful that I get to tell their love stories like theirs and can't wait to capture their wedding this summer as they enter into the most beautiful union of all: marriage. xx



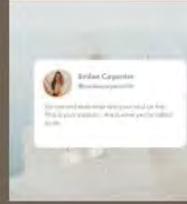




FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- [ABOUT](#)
- [EXPERIENCE](#)
- [CE](#)
- [PORTFOLIO](#)
- [IO](#)
- [BLOG](#)

CONNECT

[CONTACT](#)



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

© 2020 Emilee Carpenter, LLC | Hand-crafted by Quiddity Design Co



February 4, 2021 · Upstate New York, Outdoors, Winter, Adventure

# KATIE AND BRIAN

THIS SHOOT HIT THE NAIL ON THE HEAD, REMINDING ME ALLLLL OVER AGAIN WHY I LOVE PHOTOGRAPHY SO MUCH...

It was my first engagement shoot since going full-time with my business last year, and let me tell ya... my time with Katie and Brian **overflowed** with laughter and playfulness. We chased each other under a canopy of trees, twirled under the snowy sky, and laughed until our sides hurt.

But what was so beautiful to me was their deep and contagious love for one another. You see, Katie and Brian have been through so much together... loss, hardship, heartbreak... and yet, inspire of it all, I saw how they had fostered such an incredible depth, richness, and tenderness within their relationship. It was moving and inspiring, and caused me so much gratitude to be able to tell love stories like theirs!!

<3

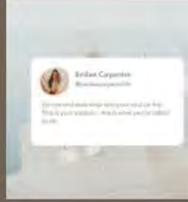




FOLLOW ALONG + SEE THE MAGIC

@EMILEECARPENTERLLC

photographer | wife | believer †



INFO

- [ABOUT](#)
- [EXPERIENCE](#)
- [CE](#)
- [PORTFOLIO](#)
- [IO](#)
- [BLOG](#)

CONNECT

[CONTACT](#)



LET'S BE FRIENDS

FEEL FREE TO REACH OUT WITH ANY QUESTIONS AND, HEY, LET'S CELEBRATE YOUR MARRIAGE!

© 2020 Emilee Carpenter, LLC | Hand-crafted by Quiddity Design Co



