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SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY

United Federation of Churches, LLC (dba "The Satanic Temple")	)	Case No. 23-2-06120-9 SEA
	)	
Plaintiff,	)	DECLARATION OF SIRI
	)	SANGUINE
v.	)	
	)	
David Alan Johnson (AKA "ADJ"),	)	
Leah Fishbaugh, Mickey Meehan, and	)	
Nathan Sullivan,	)	
	)	
Defendants.	)	

COMES NOW Leah Garvais (aka Siri Sanguine), who states as follows under penalty of perjury.

- Identity and qualifications as witness.** I am Siri Sanguine, an adult of sound mind with no felonies. I make these statements on my own personal knowledge and under the penalty of perjury. Participation with The Satanic Temple is socially discouraged and entails risk to my personal, financial, and security well-being. For these reasons, I use the pseudonym "Siri Sanguine" to separate my involvement with The Satanic Temple from my personal and private life.
- Nature of The Satanic Temple.** The Satanic Temple is a nontheistic religious organization with a presence in Washington.
- Affiliation with The Satanic Temple.** In March 2019, I accepted Chapterhead duties for the Washington Chapter. On March 3, 2019, I executed an Affiliation Agreement which

1 formed the basis of my authority to act on behalf of The Satanic Temple. A true and correct  
2 copy of my Affiliation Agreement is attached as **Exhibit 2**.

3 4. **Theft of the Allies page.** I was Chapterhead when the Allies page was stolen and was  
4 responsible for overseeing its implementation. In the federal case, Defendant David Alan  
5 Johnson provided a screenshot of the changes in user permissions which shows the  
6 precise time Defendants removed The Satanic Temple’s approved administrators and  
7 usurped control of the Allies page. A true and correct copy of that sworn exhibit is  
8 attached as **Exhibit 3**. As shown there, Defendants were added as page editors on  
9 December 21, 2019 and promoted to page admins on January 1, 2020. On March 14,  
10 2020, “Joshua Calavera” (a pseudonym of Defendant Mickey Meehan / Mickey Joshua  
11 Powell) at 6:06 – 6:07 PM removed me, Lilith Starr, Tarkus Claypool, and Barret Daniels  
12 as administrators of the page. None of these modifications to the administrators of the  
13 page were authorized by me, Lilith Starr, Tarkus Claypool, or any other individual  
14 authorized by The Satanic Temple to control its social media presence.

15  
16  
17 5. **No authority to give the Allies page or waive claims.** At all times, neither I nor Tarkus  
18 Claypool had authority to give the Allies page to Defendants or waive the claims brought  
19 by Plaintiff. Pursuant to the Affiliation Agreement, the Allies page was owned by The  
20 Satanic Temple.

21 **FURTHER YOUR AFFIANT SAYETH NOT.**

22  
23 **Declaration**

24 I declare under penalty of perjury under the law of Washington that the foregoing is true and  
25 correct.

26     *s/Siri Sanguine*    

Signed on August 23, 2024 in King County, Washington

## **Exhibit 2**

Affiliation Agreement of Siri Sanguine

## **AFFILIATION AGREEMENT**

This Affiliation Agreement (“Agreement”) is made by and between the United Federation of Churches, LLC d/b/a THE SATANIC TEMPLE (“TST”), 64 Bridge Street, Salem, MA 01970, and Leah Garvais, [address redacted], (hereinafter the “New Affiliate”). This Agreement shall be effective March 3, 2019 and remains in effect until terminated in accordance with the terms of this Agreement.

### Background Recitals:

Whereas, TST owns or is the exclusive licensee for the content of the website [www.thesatanictemple.com](http://www.thesatanictemple.com) and owns all rights in and to the trade name, logo and trademark “THE SATANIC TEMPLE;” and

Whereas, Affiliate desires to affiliate with TST for the promotion of the purposes and objectives of TST and desires to use its Protected Content (defined below) in connection with that affiliation.

The parties therefore, intending to be legally bound, and in consideration of the mutual covenants set forth in this Agreement, agree as follows:

### 1. DEFINITIONS.

- a. “Executive Ministry” means the corporate officers of TST.
- b. “Affiliate Online Presence” means any web address, domain name, subdomain, or other electronic address owned, operated, or otherwise controlled by the Affiliate, including without limitation, any web site, Facebook page, Twitter account, or other social media account, and which was created or exists to promote the Purpose of

the TST (as defined below) or which contains Protected Content.

c. "Protected Content" means any content or information that the displays or uses trade name, logo, or trademark commonly known as THE SATANIC TEMPLE.

d. "Purpose" means the promotion of the principles and objectives of TST as stated at [www.thesatanic temple.com](http://www.thesatanic temple.com) and such other written guidelines as TST may send to Affiliate, any and all of which TST may, in its sole discretion and from time to time alter, change, amend or revise.

e. "Affiliate Content" means any content created by or at the direction of the Affiliate for the Purpose, or which contains any Protected Content.

f. "Territory" means the geographic area in which the Affiliate is authorized to operate by this Agreement.

## 2. GRANT OF LICENSE.

Subject to the terms and conditions set forth in this Agreement, TST hereby grants to Affiliate, and Affiliate hereby accepts, a non-exclusive, fully revocable license to use TST's Protected Content in connection with the Purpose, and in the following geographic territory: Seattle, WA. Affiliate shall not use TST's Protected Content on or in connection with any goods or any services other than the Purpose or outside of the Territory.

Affiliate hereby grants to TST a non-exclusive, non-revocable, worldwide license, in perpetuity, to use any content created by or at the direction of the Affiliate and which contains any Protected Content ("Affiliate Content"). This license is for any and all purposes whatsoever including, without limitation, the right to modify or create derivative works from Affiliate Content.

## 3. OVERSIGHT BY TST.

Affiliate acknowledges and agrees that TST has extended significant time and capital creating goodwill and a positive reputation around its brand. In order to protect the aforesaid goodwill and reputation, Affiliate agrees as follows:

a. Affiliate agrees to submit any proposed campaign, activism, event, or plan of action which will include Protected Content or otherwise be associated with TST to TST for its prior approval. Such approval may be withheld at the sole discretion of TST.

b. Affiliate agrees to submit any promotional or printed material containing Protected Content to TST for its prior approval. Such material includes, but is not limited to, any material disseminated by print, video, film, music, website, email, social media, the internet, or any other medium. Such approval may be withheld at the sole discretion of TST.

c. Any advertising and promotional material involving Protected Content shall be consistent with the quality and professionalism previously associated with TST. Content must comply with the standards, tenets, philosophy, and spirit of TST.

d. The use of Protected Content and promotion of the Purpose by Affiliate shall be rendered in accordance with all applicable federal, state and local laws and regulations.

e. Affiliate agrees to work with other TST affiliates when asked by TST or when necessary to achieve the Purpose, and to abide by any and all requests of the TST Executive Ministry and the TST National Council("NC"), whose purpose is to review the activities of TST affiliates, provide mutual support and develop standards, protocols, and best practices for affiliates.f. At TST's sole discretion, Affiliate may be invited to join litigation that supports the Purpose of the organization. In the event that Affiliate is a named plaintiff to any legal action, in its capacity as an Affiliate of TST, and whether named alone or in addition to TST, TST will be responsible for Affiliate legal fees and expenses related to such action. In the event that such litigation results in a monetary award or settlement, or other tangible benefit, such benefit shall belong exclusively and solely to TST.

#### 4. AFFILIATE ONLINE PRESENCE AND CONTENT.

a. TST will pay the costs associated with registering and controlling any domain name or other necessary electronic address for any Affiliate Online Presence. TST will use commercially reasonable efforts to obtain a domain name that reflects the Territory and affiliation with TST, e.g. [www.thesatanictempledetroit.com](http://www.thesatanictempledetroit.com). TST may distribute or

disseminate any information or content consistent with the Purpose using the Affiliate Online Presence.

b. Affiliate will be responsible for any costs associated with hosting, presenting, or disseminating information or content through the Affiliate Online Presence, including by way of example but no limited to, any website design fees, graphic design fees, or domain hosting costs. Affiliate is also responsible for any costs associated with its creation and distribution of Affiliate Content. Affiliate shall comply will all federal state, and local laws in the creation and distribution of the Affiliate Content, including, without limitation, federal copyright and trademark law.

c. All Affiliate social media accounts which feature Affiliate Content must be structured in a way that allows members of TST's Executive Ministry and/or National Council full administrative access to and control of the account. By way of example, on platforms such as Instagram and Twitter, this means the email address associated with the account must have an @ domain name that is registered or owned by TST, and on Facebook this means that a member of Executive Ministry and/or National Council must have administrative rights for the page or group.

d. Upon termination of this Agreement for any reason, Affiliate must provide any and all information necessary for TST to assume control over any social media or other online account created for the Purpose or containing Protected Content. At TST's sole discretion, it may instead request, and Affiliate shall, permanently delete any such account in its entirety, without the capability of future recovery.

e. Affiliate shall provide any and all images and video footage that it takes, or directs others to take, of any events or activities which incorporate Protected Content or is otherwise affiliated with TST within thirty (30) days of said event or activity. Affiliate hereby grants TST a non-exclusive, non-revocable, worldwide license, in perpetuity, to use all such images and footage in furtherance the mission of TST. This license includes commercial use and grants TST the right to license images and footage to third parties for the exclusive benefit of TST.

5. AFFILIATE MERCHANDISING. Affiliate may not use Protected Content on merchandise to be sold to the public without prior written permission from TST.

6. PROTECTION OF PROTECTED CONTENT.

a. Affiliate hereby acknowledges and agrees that:

1. Affiliate shall acquire no ownership rights to the Protected Content by virtue of

this Agreement, and that all uses by Affiliate of Protected Content shall not form the basis for any claim of ownership in, or in any way affect or impair the ownership of the Protected Content by TST.

2. Affiliate shall not during the term of this Agreement or at any time thereafter, directly or indirectly, contest or aid others in contesting TST's ownership of Protected Content.

b. In the event Affiliate shall become aware of any infringement by third parties of any right licensed herein or any other unauthorized use of Protected Content, Affiliate shall promptly notify TST in writing of such infringement or use, and shall do such acts and assist and supply such information to TST as are reasonably necessary to enjoin such use.

c. Upon TST's request, Affiliate will take all reasonable steps necessary to assist TST in confirming, perfecting, preserving and enforcing TST's rights in and to the Protected Content.

d. In the event that Affiliate chooses to form a business or other entity to carry out the Purpose and/or other terms of this Agreement, the legal name of such entity shall not include "The Satanic Temple," any other combination, abbreviation, or derivative thereof. The Affiliate shall instead file a "doing business as" (or other similar form used in the relevant jurisdiction) a TST chapter territory. All proposed "dba" or other trade names must be submitted to TST for its prior approval. In the event this Agreement is terminated for any reason, the Affiliate must terminate or withdraw the "dba" or trade name filing within 72 hours of termination.

7. ASSIGNMENTS. Neither Affiliate, nor any of its permitted successors or assigns, may, directly, by operation of law, by merger or otherwise, assign, hypothecate, pledge, sublicense or transfer this Agreement or any of its rights or obligations hereunder, except with the written permission of TST, which may be withheld in the sole discretion of TST. TST



may assign, hypothecate, pledge or transfer all or any part of this Agreement or TST's rights or obligations hereunder to any person.

8. TERM AND TERMINATION. The term of this agreement is continuous from the date of the Effective Date Specified in the first paragraph of this Agreement. It may be terminated by TST at any time, for any reason, by providing written notice to Affiliate of the termination. Termination under such circumstances is effective when notice is sent by TST. The Agreement may be terminated by Affiliate for any reason by providing 7 days advance written notice to TST of the Affiliate's decision to terminate the Agreement. Termination under such circumstances is effective 7 days after the notice of Termination is actually received by TST.

9. EFFECT OF TERMINATION. Upon the termination of this Agreement for any reason, all licenses granted to Affiliate to use Protected Content under this Agreement shall automatically be revoked.

10. INDEMNIFICATION. Affiliate will indemnify and hold TST harmless from any costs, expenses or damages, including without limitation any reasonable attorney fees and expenses, arising out of any breach by Affiliate of this Agreement.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to conflict of law principles. Any legal proceedings instituted by one Party against the other relating to this agreement shall be conducted within the State of Massachusetts.

12. ATTORNEY'S FEES. If any litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

13. COUNTERPARTS. This Agreement may be signed in counterparts, which together shall constitute one agreement.

14. ENTIRE AGREEMENT. This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and

understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties to the Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

15. SEVERABILITY. If a court of competent jurisdiction declares any provision in this Agreement invalid or unenforceable, such invalidity or unenforceability shall have no effect on the remainder of the Agreement which shall remain in full force.

16. NO WAIVER. The failure to enforce any of the terms and conditions of this agreement by either party shall not be deemed a waiver of any other right or privilege under this agreement.

17. NOTICE. Any notice required by this Agreement shall be given the parties at the address noted above, via certified mail, or via email. Notice shall be deemed received upon actual receipt or, in the case of notice by certified mail, three days after the mailing of notice by certified mail, return receipt requested to the party's last known address.

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized representative.

United Federation of Churches, LLC Affiliate d/b/a The  
Satanic Temple













































By: \_\_\_\_\_ By:  
\_\_\_\_\_

Printed Name: Leah Garvais Printed Name: \_\_\_\_\_

Date: March 3, 2019 Date: \_\_\_\_\_

## **Exhibit 3**

Screenshot showing dates and times  
Defendant Meehan / Powell removed TST admins from the Allies Page

 Claimed ownership of the Page	 <b>Queer Satanic Memes</b>	May 6, 2020, 4:53 PM
 Removed Faye Meehan as an editor	 <b>Faye Meehan</b>	Apr 29, 2020, 1:13 PM
 Added Nathan Von Sullivan as an editor	 <b>A David Johnson</b>	Mar 30, 2020, 4:25 PM
 Changed Faye Meehan from an admin to an editor	 <b>A David Johnson</b>	Mar 30, 2020, 4:24 PM
 Changed Faye Meehan from an admin to an editor	 <b>A David Johnson</b>	Mar 30, 2020, 4:24 PM
 Changed Faye Meehan from an editor to an admin	 <b>Joshua Calavera</b>	Mar 14, 2020, 6:55 PM
 Removed Barret Daniels as an editor	 <b>Joshua Calavera</b>	Mar 14, 2020, 6:07 PM
 Removed Leah Fishbaugh as an editor	 <b>Joshua Calavera</b>	Mar 14, 2020, 6:07 PM
 Removed Tarkus Claypool as an admin	 <b>Joshua Calavera</b>	Mar 14, 2020, 6:07 PM
 Removed Lilith Starr as an admin	 <b>Joshua Calavera</b>	Mar 14, 2020, 6:06 PM
 Removed Siri Sanguine as an admin	 <b>Joshua Calavera</b>	Mar 14, 2020, 6:06 PM
 Added Barret Daniels as an editor	 <b>Siri Sanguine</b>	Jan 6, 2020, 8:05 AM
 Added Faye Meehan as an editor	 <b>Joshua Calavera</b>	Jan 5, 2020, 4:25 PM
 Changed A David Johnson from an editor to an admin	 <b>Siri Sanguine</b>	Jan 1, 2020, 6:24 PM
 Changed Joshua Calavera from an editor to an admin	 <b>Siri Sanguine</b>	Jan 1, 2020, 6:24 PM
 Added Leah Fishbaugh as an editor	 <b>Siri Sanguine</b>	Dec 21, 2019, 11:09 AM
 Added Joshua Calavera as an editor	 <b>Siri Sanguine</b>	Dec 21, 2019, 11:02 AM
 Added A David Johnson as an editor	 <b>Siri Sanguine</b>	Dec 21, 2019, 10:41 AM
 Added Siri Sanguine as an admin	 <b>Tarkus Claypool</b>	Nov 11, 2019, 7:28 PM
 Removed Vapula Lix as an admin	 <b>Tarkus Claypool</b>	Nov 11, 2019, 7:04 PM
 Removed Kitty Piercing as an admin	 <b>Tarkus Claypool</b>	Nov 11, 2019, 7:04 PM
 Removed Derek Piercing as an admin	 <b>Tarkus Claypool</b>	Nov 11, 2019, 7:03 PM