

IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS  
CIVIL DIVISION

THE SATANIC TEMPLE, INC.

PLAINTIFF

CASE NUMBER:

v.

LAMAR ADVERTISING OF LOUISIANA, LLC

DEFENDANT

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COMPLAINT

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COMES NOW Plaintiff The Satanic Temple, Inc. (“TST”), by and through Matthew A. Kezhaya ABA # 2014161, with a complaint for religious discrimination in contracting—a violation of the Arkansas Civil Rights Act encoded at ACA § 16-123-107—and either breach of an advertising contract or promissory estoppel.

**JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter and persons of this cause.
2. Venue properly lies with this Court.

**PARTIES**

3. **TST**, plaintiff, is an IRS-recognized atheistic religious organization with membership exceeding 100,000 and which was recently the subject of the film, “Hail Satan?” See also Satanic Temple v. City of Scottsdale, No. CV18-00621-PHX-DGC, 2020 WL 587882 (D. Ariz. Feb. 6, 2020) (holding that TST is a bona fide religion). TST’s membership can be found in every state, importantly to include Arkansas and Indiana, and internationally. TST venerates (but does not worship) the biblical adversary as a promethean icon against tyranny. For TST’s membership, the Satan depicted in Paradise Lost and like works is a revolutionary antihero

who stood up against impossible odds to seek justice and egalitarianism for himself and others.

TST propagates its Seven Tenets:

1. One should strive to act with compassion and empathy toward all creatures in accordance with reason.
2. The struggle for justice is an ongoing and necessary pursuit that should prevail over laws and institutions.
3. One's body is inviolable, subject to one's own will alone.
4. The freedoms of others should be respected, including the freedom to offend. To willfully and unjustly encroach upon the freedoms of another is to forgo one's own.
5. Beliefs should conform to one's best scientific understanding of the world. One should take care never to distort scientific facts to fit one's beliefs.
6. People are fallible. If one makes a mistake, one should do one's best to rectify it and resolve any harm that might have been caused.
7. Every tenet is a guiding principle designed to inspire nobility in action and thought. The spirit of compassion, wisdom, and justice should always prevail over the written or spoken word.

<https://thesatanictemple.com/pages/about-us> (last visited September 25, 2020). To further that end, TST contracted with Lamar Advertising of Louisiana, LLC to erect billboards in Arkansas and Indiana for the period starting September 28, 2020 and ending October 25, 2020. **Exhibit 1** (the contract).

4. Lamar Advertising of Louisiana, LLC, defendant, is a publicly traded real estate investment trust. NASDAQ: LAMR. Lamar's website boasts that it is one of the largest outdoor advertising companies in the world. See id:

# Our Company

Founded in 1902, [Lamar Advertising Company](#) (Nasdaq: LAMR) is one of the largest outdoor advertising companies in the world, with approximately 385,000 displays across the United States and Canada. Lamar offers advertisers a variety of [billboard](#), [interstate logo](#), [transit](#) and [airport](#) advertising formats, helping both local businesses and national brands reach broad audiences every day. In addition to its more traditional out of home inventory, Lamar is proud to offer its customers the largest network of [digital billboards](#) in the United States with over 3,600 displays.

<http://www.lamar.com/About> (Last visited September 25, 2020). Even that is too modest:

Lamar has a monopoly on every billboard in TST's suitable advertising area. Lamar contracted with TST to erect billboards in Arkansas and Indiana. **Exhibit 1** (the contract).

## FACTS

### Background

#### The subject of advertisement

5. Several states, including Arkansas and Indiana, set forth legal requirements on how, when, and whether a woman can terminate her pregnancy. TST takes issue with the following requirements when they override a member's religious objection:
  - (a) Fetal tissue burial requirements;
  - (b) Withholding of medical information;
  - (c) State-mandated (medically unnecessary) medical procedures;
  - (d) Mandatory waiting periods;
  - (e) Mandatory counseling;
  - (f) Unnecessary ultrasounds; and
  - (g) Required listening to a fetal heartbeat.

6. Because these restrictions substantially impact its membership's bodily autonomy, TST takes the view that the restrictions substantially interfere with the Third Tenet ("One's body is inviolable, subject to one's own will alone.")
7. Moreover, some of these restrictions conflict with TST's understanding of the "best" scientific understanding of the world; TST thus holds the view that compelled adherence to such restrictions substantially interferes with the Fifth Tenet ("Beliefs should conform to one's best scientific understanding of the world. One should take care never to distort scientific facts to fit one's beliefs.")
8. Several states, including Arkansas and Indiana, have adopted a statutory mechanism to challenge regulations that substantially interfere with religious beliefs and practices. See Arkansas's Religious Freedom Restoration Act, encoded at ACA § 16-123-401 et seq. and Indiana's Religious Freedom Restoration Act, encoded at Ind. Code Ann. § 34-13-9-0.7 et seq. ("**RFRA.**")
9. On August 5, 2020, TST unveiled its religious abortion ritual which includes the abortive procedure into a sacramental act that confirms the right of bodily autonomy, wards off the effects of unjust persecution, and reasserts as ideals the dual paths of reason and confidence.
10. Pursuant to the above statutory mechanisms, and 19 substantially identical ones (see <https://www.ncsl.org/research/civil-and-criminal-justice/state-rfra-statutes.aspx>) (last visited September 25, 2020), TST holds the view that its membership in RFRA states can demand exemptions from the above legal requirements to the extent the requirements purport to override their religious objection.
11. TST is excited to spread awareness about this progressive statutory framework and its membership's rights to religious exemptions from abortion restrictions.

### The placement and ownership of the suitable locations

12. To spread awareness, TST engaged a marketing firm called SeedX, Inc. to design and place billboards about TST and its abortion ritual.
13. Critical to TST's marketing campaign was placement of billboards. The billboards needed to be in high traffic areas and needed to be located in and around fake abortion clinics.
14. Fake abortion clinics, also known as "crisis pregnancy centers," are clinics that offer "pregnancy related services" (to an unsuspecting layperson, this would include abortions) but will do anything to deter its patrons from obtaining an abortion: including shaming, deception, manipulation, and outright intimidation.
15. Of importance to this litigation, there are fake abortion clinics in Fayetteville, Springdale, Jacksonville, and Little Rock; and several in Indiana, as well.
16. TST objects to fake abortion clinics as an improper bait-and-switch and as an affront on the sacred right to be free from oppression.
17. To that end, TST intended to place billboards announcing to every prospective patron of fake abortion clinics: "We are with you."
18. With the aid of SeedX, TST identified suitable billboards in strategically targeted areas: those in high traffic areas and which either face fake abortion clinics or were en route to them.
19. Lamar owns all of the suitable billboards in both Arkansas and Indiana.

### **Contract negotiations and execution**

20. On September 2 at 1:00 pm (EST), Jacqueline Basulto (CEO of SeedX) and Tom Hill (Senior Account Executive of Lamar) discussed by telephone the above-described advertisements.

21. During this phone call, Jacqueline notified Tom that the advertisements needed to be in the above-targeted locations and would be pro-reproductive rights in nature and would pertain to the religious practices of TST.
22. She also notified Tom that Lamar had worked with TST in the past.
23. Tom acknowledged the nature of the advertisement and said this would be “no problem.”
24. Tom asked for the specific locations of the billboards and Jacqueline emphasized that they must be in these particular locations for the reasons identified in ¶ 18, above.
25. On September 2 at 10:58 pm (EST), Jacqueline emailed Tom with the specific locations for approval and stated “I am also attaching our past campaign with Lamar to show you what creative looked like in the past.” This was the past design she shared:

#### Past Design 1



26. In that same campaign, Lamar also posted this design:

**Past Design 2**



27. On September 4 at 4:00 pm (EST), Jacqueline and Tom confirmed the subject locations.

28. On September 15, the parties entered into a valid, enforceable contract on a form prepared by Lamar, wherein Lamar would place several billboard designs advertising TST's abortion ritual at the subject locations for the period beginning September 28, 2020 and ending October 25, 2020 and, in return, TST would pay Lamar \$16,387. **Exhibit 1** (the contract).

29. One of the billboards is in Benton County, AR. Contract at p. 1 (Springdale, AR).

30. The contract—like all contracts—includes an implied warranty of good faith and fair dealing. W. Memphis Adolescent Residential, LLC v. Compton, 2010 Ark. App. 450, 5, 374 S.W.3d 922, 925 (2010).

31. It also purports to grant Lamar a unilateral right to determine if designs are “in good taste and within the moral standards of the individual communities in which it is displayed,” and purports to permit Lamar a unilateral “right to reject or remove any copy either before or after installation, including immediate termination of this contract.” Contract ¶ 6.

### **Contract performance and breach**

#### **TST’s designs**

32. On September 15 at 9:41 am, Jacqueline timely sent five designs for Lamar’s approval.

33. On September 21 at 10:01 am, Tom indicated that Lamar rejected all of the designs without further explanation.

34. On September 21 at 10:16 am, Jacqueline attempted to resolve the objection. She sent the following four designs (“TST Designs 1-4”) and asked, “What is Lamar’s criteria for approving billboard messaging?”

#### **TST Design 1**

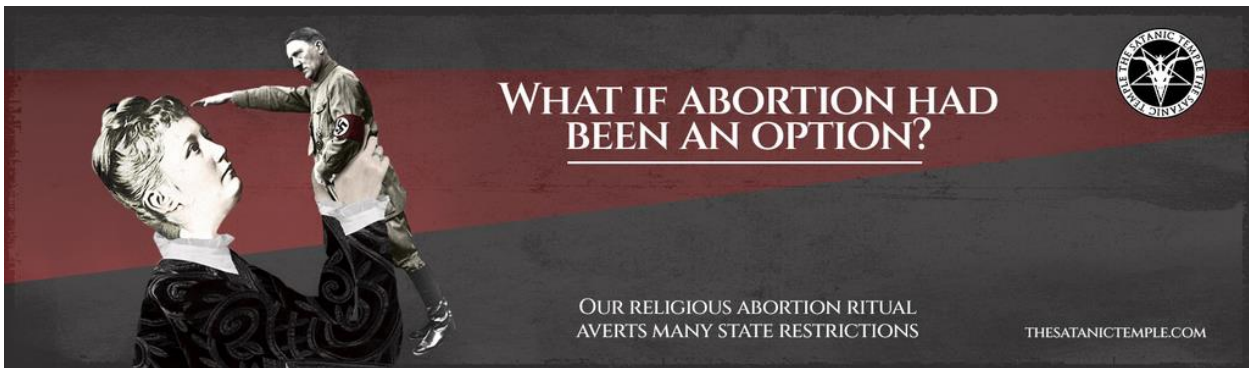




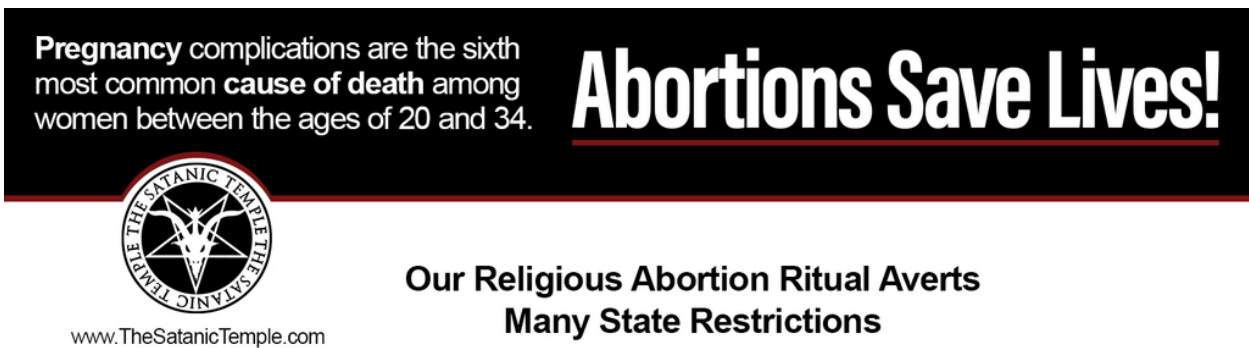
TST Design 2



TST Design 3



TST Design 4



Previously accepted designs

35. These designs are of better taste than some designs about abortion which have previously been accepted by Lamar (“Acceptable Designs 1-5”):

Acceptable Design 1



[remainder intentionally left blank, next design following]

Acceptable Design 2



[remainder intentionally left blank, next design following]



Acceptable Design 3



Acceptable Design 4



[remainder intentionally left blank, next design following]

### Acceptable Design 5



www.alamy.com - FPJCXH

### Lamar's bad faith rejection

36. Tom did not provide Jacqueline with Lamar's criteria for approving billboard messaging.

37. Instead, On September 21 at 10:33 AM, Tom flatly informed Jacqueline that the designs were rejected and referenced Contract ¶ 6.

38. As further developed below, the rejection was done in bad faith because Lamar refused to explain what, exactly, was objectionable so the objection could be cured. See Cantrell-Waind & Assocs., Inc. v. Guillaume Motorsports, Inc., 62 Ark. App. 66, 71, 968 S.W.2d 72, 74 (1998) (when, as here, a contract term leaves a decision to the discretion of one party, "courts will become involved when the party making the decision is charged with bad faith.")

39. On September 22, this email exchange occurred between 12:54 pm and 1:13 pm EST:

- (a) Jacqueline emailed Tom: “We are working to understand how we can accommodate Lamar’s policy. Is there anything specific about the messaging or imagery that we should focus on?”
- (b) Tom responded, “the content is misleading and offensive.”
- (c) Jacqueline responded “All of the content? In what ways is it misleading and in what ways is it offensive? Can you clarify?”
- (d) Tom declined to elucidate, and instead reiterated “All of the content.”
- (e) Jacqueline responded “In order to revise the designs, we need more specific information about what is misleading or offensive. The messaging and content is in line with the beliefs of the Satanic Temple and their religious beliefs, so we can’t move forward without an understanding of what characteristics are specifically off-base.”
- (f) Tom responded, “I’ll see if I can get more details.”

40. TST did not receive more details.

### **Post-breach efforts by TST to avoid litigation**

- 41. With the aid of SeedX, which is in the business of finding billboards, TST diligently searched for alternative suitable billboards.
- 42. TST cannot find alternative suitable billboards.
- 43. On September 23, TST issued a demand letter and preservation notice. **Exhibit 2.**
- 44. In its demand letter, TST reminded Lamar that it has a contract obligation to put up billboards advertising TST’s abortion ritual by September 28.
- 45. TST explained that Lamar’s refusal to indicate what, exactly, was wrong with the designs frustrated TST’s ability to remediate the problem, which is a plain violation of the implied

warranty of good faith and fair dealing. See Cantrell-Waind & Assocs., Inc., 62 Ark. App. at 71 (“A party has an implied obligation not to do anything that would prevent, hinder, or delay performance.”)

46. TST also indicated that Lamar’s objection to the content and refusal to place the billboards appeared to be religious discrimination in a contractual transaction, which is barred by the Arkansas Civil Rights Act, ACA § 16-123-107(a)(4).
47. On September 25, Jason Graham (Vice President of Lamar) responded that Lamar will be canceling the contract pursuant to Contract ¶ 6.
48. TST is thus deprived of the benefit of its bargain and, since Lamar holds a monopoly on suitable billboard locations, TST cannot obtain that same benefit elsewhere.

## **CAUSES OF ACTION**

### **Count 1: Violation of the ACRA**

49. The ACRA prohibits discrimination because of religion in contractual transactions. ACA § 16-123-107(a)(4). If leasing a billboard is a “property transaction,” the ACRA prohibits religious discrimination there, too. ACA § 16-123-107(a)(3).
50. TST holds the religious beliefs propagated by TST Designs 1-4.
51. TST’s designs prominently display TST’s religious iconography, i.e. the sabbatic goat superimposed over an inverted pentagram.
52. Because “all of the content” ¶ 39(d), above, includes TST’s religious beliefs and TST’s religious iconography, Lamar’s refusal to post the designs because of “all of the content” is a refusal because of TST’s religious beliefs and TST’s religious iconography. That’s religious discrimination.

53. Moreover, as is clear in Acceptable Designs 3 and 4, Lamar cannot claim to object to “religious” messages.

54. And, as is clear in Acceptable Design 1, Lamar cannot claim to object to “pro-choice” messages.

55. Lamar intentionally engaged in religious discrimination by rejecting TST’s designs because of TST’s religious beliefs and TST’s religious iconography.

56. TST is entitled to a court order enjoining Lamar from further violations, recovery of compensatory and punitive damages, and costs and attorney’s fees. ACA § 16-123-107(b).

### **Count 2: Breach of contract**

57. The parties have a valid and enforceable contract. **Exhibit 1.**

58. The contract must be interpreted as a whole so that all parts of the contract are consistent with each another. AMI 2419 (citing RAD-Razorback Ltd. P'ship v. B.G. Coney Co., 289 Ark. 550, 554, 713 S.W.2d 462, 465 (1986) (“In seeking to harmonize different clauses of a contract, we should not give effect to one to the exclusion of another even though they seem conflicting or contradictory, nor adopt an interpretation which neutralizes a provision if the various clauses can be reconciled.”))

59. This contract required Lamar to place billboards advertising TST’s religious abortion ritual for the period between September 28 and October 25.

60. Before contracting to place billboards for TST, Lamar subjectively understood that contracting with TST would entail posting designs like TST’s Designs 1-4. This is so because Jacqueline specifically told Tom of the nature of the advertisement and because Lamar had previously posted advertisements for TST.



61. Moreover, any reasonable advertiser would know that working with TST would entail hosting a message like TST's Designs 1-4. TST has achieved a level of renown for this kind of activity. E.g. David S. Cohen, *Rolling Stone*, "How the Satanic Temple Could Bring Abortion Rights to the Supreme Court" (available at <https://www.rollingstone.com/culture/culture-features/satanic-temple-abortion-rights-supreme-court-1048833/>) (last visited September 26, 2020); see also Past Designs 1 and 2.
62. Although Lamar's contract reserves a right to object to designs, Contract ¶ 6, Lamar cannot abuse its right to object to design elements to override the core purpose of the contract: advertising TST's religious abortion ritual in exchange for money. RAD-Razorback, above; see also Cantrell-Waind & Assocs., Inc., 62 Ark. App. at 71 ("A party has an implied obligation not to do anything that would prevent, hinder, or delay performance.")
63. Alternatively, Contract ¶ 6 is unconscionable because it purports to grant Lamar an unfettered right to reject designs without explanation and without objective measures. This is procedurally and substantively unfair. See Brill, 1 Arkansas Law Of Damages § 17:18 ("Unconscionability is typically considered in terms of either procedural substantive unconscionability or substantive unconscionability.") Coupling that with Lamar's complete monopoly on billboards, and therefore complete immunity from competition, Contract ¶ 6 is unconscionable and therefore unenforceable.
64. TST did what was required of it by proffering designs and making repeated good faith efforts to ascertain the nature of the objection and cure the objection.
65. TST stands ready, willing, and able to pay the contract price for its advertisements.

66. Lamar did not do what the contract required of it by abusing its right to review design elements in bad faith, refusing to provide TST a fair opportunity to cure the objection, and backing out of the deal.
67. Because Lamar refuses to perform as contracted, and because Lamar holds a monopoly on suitable billboards, TST cannot advertise its message.
68. Advertising this message in this manner is core to TST's organizational purposes.
69. Under these circumstances, TST is entitled to specific performance. Panhandle Oil & Gas, Inc. v. BHP Billiton Petroleum (Fayetteville), LLC, 2017 Ark. App. 201, 7, 520 S.W.3d 277, 283 (2017) (“[s]pecific performance is an equitable remedy which compels performance of a contract on the precise terms agreed upon by the parties. Whether specific performance should be awarded in a particular case is generally a question of fact”); see also Taylor v. Eagle Ridge Developers, LLC, 71 Ark. App. 309, 314, 29 S.W.3d 767, 770 (2000) (“Where . . . interest in land is the subject of an agreement, the right to specific performance is absolute.”)
70. Alternatively, TST is entitled to the sum of money (less the contract price) that it would cost to communicate the same message to the same audience, plus costs and attorney's fees for having to bring this matter to the Court's attention.

### **Count 3: Promissory estoppel**

71. Arguably, Contract ¶ 6 renders the agreement illusory. “I'll do it if I feel like it,” which is what Contract ¶ 6 amounts to, upends mutuality of obligation. E.g. Essential Accounting Systems, Inc. v. Dewberry, 2013 Ark. App. 388, 428 S.W.3d 613 (2013).
72. This contract is not illusory because consideration is otherwise conferred: an exchange of a promise to advertise for a promise of money. Id. at \*7 (“mutuality of obligation becomes a nonissue when consideration has otherwise been conferred upon one of the parties.”)

73. But if the Court finds that the parties do not have an enforceable contract, TST alternatively pleads that it is entitled to promissory estoppel relief.
74. Lamar promised that it would place billboards advertising TST's religious abortion ritual.
75. Lamar made that promise with the expectation that TST would rely on that promise by creating billboard designs and offering Lamar money in exchange.
76. TST actually relied in good faith on Lamar's promise by creating the billboard designs, making every reasonable effort to cure Lamar's objections, and offering Lamar money.
77. Notwithstanding its promise, Lamar now refuses to place any form of billboard which advertises TST's religious abortion ritual.
78. Injustice has resulted from the refusal. TST cannot communicate the same message to the same audience in the same manner by any other means. Since Lamar has a monopoly on all suitable billboards, TST is deprived of that communication.
79. TST is entitled to specific performance. Taylor v. Eagle Ridge Developers, LLC, 71 Ark. App. 309, 29 S.W.3d 767 (2000).

**WHEREFORE** TST prays this Court enter an order finding Lamar intentionally liable for violation of the ACRA's bar against religious discrimination in a contract or property transaction, find Lamar liable for either breach of contract or promissory estoppel, order compensatory and punitive damages pursuant to the ACRA, permanently enjoin Lamar from future religious discrimination, order specific performance pursuant to any of the above causes of action, or order Lamar pay TST compensation in an amount the Court finds appropriate which is anticipated to be less than \$75,000, for costs and attorney's fees for having to raise this matter to the Court's attention; and for all other relief which this Court finds appropriate.

Respectfully submitted on September 27, 2020,  
on behalf of The Satanic Temple, Inc.

By: /s/ Matthew A. Kezhaya

Matthew A. Kezhaya, ABA# 2014161



**KEZHAYA LAW PLC**

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Bentonville, AR 72712

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**EXHIBIT LIST**

1. The contract (3 pages)
2. Demand letter and preservation notice (1 page)

## **Exhibit 1**

Indianapolis  
 5711 W. Minnesota St  
 Indianapolis, IN 46241  
 Phone: 317-484-0396  
 Fax: 317-484-1522



**CONTRACT # 3482055**

Date: 9/9/2020  
 New/Renewal: NEW  
 Account Executive: THOMAS HILL  
 Phone: 317-484-0396

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	759005-1
Name	SEEDX
Address	1420 S FIGUEROA ST #204
City/State/Zip	LOS ANGELES, CA 90015
Contact	
Email Address	
Phone #	
Fax #	
P.O./ Reference #	
Advertiser/Product	THE SATANIC TEMPLE
Campaign	Indiana & Arkansas

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Vinyl	286 Little Rock, AR	Printing & Installation of (4) vinyls for Arkansas		09/21/20	1	\$2,962.00	\$2,962.00
Vinyl	405 Indianapolis, IN	Printing & Installation of (4) vinyls for Indiana		09/21/20	1	\$4,400.00	\$4,400.00
Total Production/Other Services Costs:							\$7,362.00

Space										
# of Panels: 8								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
2364 364291	286-NORTH LITTLE ROCK, AR	I-40 N/S 1.2 MI E/O I-440 P3-EFT	Yes	Perm Bulletin	12' 0" x 48' 0"		09/28/20-10/25/20	1	\$925.00	\$925.00
60006 364483	286-JACKSONVILLE, AR	US 67/167 E/S 0.6 MI N/O I-440 JCT P1-NF	Yes	Perm Bulletin	10' 6" x 36' 0"		09/28/20-10/25/20	1	\$800.00	\$800.00
70218 364588	286-LITTLE ROCK, AR	I-30 S/S 0.4 MI E/O S HAMILTON P1-EF	Yes	Perm Bulletin	14' 0" x 48' 0"		09/28/20-10/25/20	1	\$1,500.00	\$1,500.00
1399 264319	405-BOONE CO, IN	I-65, 1.5 MI N/O SR 334 W/S	Yes	Perm Bulletin	14' 0" x 48' 0"		09/28/20-10/25/20	1	\$1,500.00	\$1,500.00
1597 264481	405-JASPER, IN	I-65, 1.5 MI S/O SR 114	No	Perm Bulletin	12' 0" x 34' 0"		09/28/20-10/25/20	1	\$1,000.00	\$1,000.00
5070 14925260	405-MORGAN CO, IN	E/S SR 67 1/4 MI S/O SR 144	Yes	Perm Bulletin	10' 6" x 36' 0"		09/28/20-10/25/20	1	\$1,200.00	\$1,200.00
9003 570856	405-DECATUR CO, IN	I-74 1680' E/O HWY 3	Yes	Perm Bulletin	10' 0" x 30' 0"		09/28/20-10/25/20	1	\$600.00	\$600.00
68412 30970109	434-SPRINGDALE, AR	I-49 W/S, 0.30 mi S/O Wagon Wheel Rd, Springdale, AR, NB, S/F-2	Yes	Perm Bulletin	10' 0" x 40' 0"		09/28/20-10/25/20	1	\$1,500.00	\$1,500.00
Total Space Costs:										\$9,025.00
<b>Total Costs:</b>										<b>\$16,387.00</b>

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Partner

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.





**CONTRACT # 3482055**

<b>Customer:</b>	SEEDX
<b>Signature:</b>	<i>Jacqueline Basulto</i> (signature above)
<b>Name:</b>	Jacqueline Basulto (print name above)
<b>Date:</b>	Sep 14, 2020 (date above)

**THE LAMAR COMPANIES**

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

  
ACCOUNT EXECUTIVE: THOMAS HILL

*Jason Graham*  
GENERAL MANAGER

Sep 15, 2020  
DATE

### STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.



Indianapolis  
5711 W. Minnesota St  
Indianapolis, IN 46241  
Phone: 317-484-0396  
Fax: 317-484-1522



**CONTRACT # 3482055**

Date: 9/9/2020  
New/Renewal: NEW  
Account Executive: THOMAS HILL  
Phone: 317-484-0396

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.





## **Exhibit 2**

# KEZHAYA LAW PLC



MATTHEW A. KEZHAYA  
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MATT@KEZHAYA.LAW

September 23, 2020

Lamar Advertising Company  
c/o Mr. Tom Hill  
**by email only to:** thill@lamar.com

Re: TST v. Lamar Advertising Company – demand letter and preservation notice

Good afternoon,

I represent The Satanic Temple (“**TST**”) in its efforts to place billboards advertising the news of the recently-unveiled abortion ritual. My client is working through a marketing firm called SeedX Inc., who I understand you have been directly communicating with. Near as I can tell, your organization owns all of the billboards in the suitable area for my client’s advertisements. My client and your organization have a contract to display several billboards throughout Arkansas and Indiana for a period beginning September 28, 2020 and ending October 25, 2020.

The problem is that someone in your organization is declining to adhere to the terms of the deal. Ostensibly, the issue is that my client’s designs are not “in good taste and within the moral standards of the individual communities in which it is to be displayed.” See Agreement at ¶ 6. But you have refused to indicate what, exactly, is wrong with the designs so the problem can be remediated.

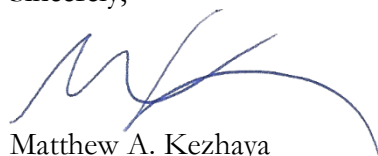
It appears that one of two things are going on. Your organization could be discriminating against my client on the basis of its religious tenets, which would violate the Arkansas Civil Rights Act. See ACA § 16-123-107(a)(4)(prohibiting discrimination because of religion in contractual transactions).

Or, your organization could simply be running afoul of the implied warranty of good faith and fair dealing. E.g. W. Memphis Adolescent Residential, LLC v. Compton, 2010 Ark. App. 450, 5, 374 S.W.3d 922, 925 (2010) (“Every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement.”)

In any event, your organization is bound in contract to put up billboards advertising TST’s abortion ritual by September 28. You can provide meaningful feedback in a timely manner to permit corrections to the designs, or you can put up the designs that have been put forward. You cannot reject them without comment. Not without incurring substantial legal expenses, at least.

Time is a critical factor on this matter. Please advise how your organization plans to proceed by **September 24, 2020** at 5:00 pm central time. Regardless, this letter is your notice to preserve all internal correspondence on this matter as it will be valuable evidence in the ensuing litigation.

Sincerely,



Matthew A. Kezhaya