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SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY

United Federation of Churches, LLC (dba  
"The Satanic Temple")  
  
Plaintiff,  
  
v.  
  
David Alan Johnson (AKA "ADJ"),  
Leah Fishbaugh, Mickey Meehan, and  
Nathan Sullivan,  
  
Defendants.

Case No. 23-2-06120-9 SEA  
  
DECLARATION OF TARKUS  
CLAYPOOL

COMES NOW Paul Case / Tarkus Claypool, who states as follows under penalty of perjury.

1. **Identity and qualifications as witness.** I am Tarkus Claypool, 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 example: I have been personally targeted for online harassment by Defendants because of my affiliation with The Satanic Temple, my ability to obtain and retain gainful employment would be adversely affected by public affiliation with The Satanic Temple, and dangerous people target Satanists for harassment and threats to personal safety. For these reasons, I use the pseudonym "Tarkus Claypool" to separate my involvement with The Satanic Temple from my personal and private life.

1           2. **Affiliation with The Satanic Temple.** I was a member of The Satanic Temple’s  
2           Washington Chapter since May 2015. From August 2016 – November 2020, I served as  
3           Media Liaison for the Washington Chapter of The Satanic Temple. A Media Liaison is a  
4           vetted member of an affiliated chapter who is responsible for the public image of their  
5           Chapter and, by extension, the image of The Satanic Temple in that area. No part of the  
6           Media Liaison role entails ownership of social media pages or the right to waive Plaintiff’s  
7           right to sue over the theft of a social media page. I served that role as an unpaid volunteer  
8           and subject to an Affiliation Agreement dated February 5, 2020. A true and correct copy of  
9           the Affiliation Agreement, with my signature pages interposed, is attached to this affidavit  
10          as **Exhibit 4**.

11  
12          3. **Operation of the Allies page.** Defendants were entrusted with the operation of the Allies  
13          page and I was in charge of overseeing their operation of the Allies page. The Allies page  
14          was designed to promote the activities of The Satanic Temple to Washington individuals.  
15          But Defendants increasingly operated the Allies page to promote their personal political  
16          agendas. On March 1-2, 2020, I directed Defendants to remove two off-topic posts by  
17          email. True and correct copies of the email correspondence pertaining to Defendants’ off-  
18          topic activities are attached as **Exhibit 5**. On March 1, 2020, Meehan / Powell (who was  
19          operating under the pseudonym “Lenore Calavera”) acknowledged my authority to direct  
20          removal of the off-topic post. On March 2, 2020, I reached out to Chalice Blythe about  
21          Defendants’ operation of The Satanic Temple’s social media page. Chalice Blythe  
22          oversaw the Washington Chapter as part of her role in The Satanic Temple’s central  
23          organization. Blythe agreed that Defendants’ operation of The Satanic Temple’s social  
24          media page was off-topic and that “they are beholden to TST’s social media guidelines.”  
25  
26

1 Siri Sanguine and I both impressed upon Defendants the importance of operating The  
2 Satanic Temple’s social media page consistent with The Satanic Temple’s directives.

3 4. **Theft of the Allies page.** Evidently, Defendants did not appreciate our efforts to compel  
4 them to follow The Satanic Temple’s social media guidelines when operating The Satanic  
5 Temple’s social media page. As admitted in Defendants’ counterclaim at ¶ 50, on March 14,  
6 2020, Defendant Meehan / Powell removed all TST-approved administrators and ultimately  
7 replaced us with the Defendants. The Defendants have been operating the Allies page as  
8 “Evergreen Memes for Queer Satanic Fiends” ever since. A true and correct copy of  
9 Facebook “page transparency” data, which reflects the dates and name-changes of the Allies  
10 page, appeared in the amended complaint as Exhibit 6.

11  
12 5. **Sullivan’s Admission.** Defendant Nathan Sullivan has a Facebook account under the name  
13 “Nathan Von Sullivan.” Shortly after Defendant Powell / Meehan usurped the Allies page,  
14 Defendant Sullivan admitted that they “stole” the Allies page. A true and correct screenshot  
15 of that post was attached to the amended complaint as Exhibit 2, and is copied below:  
16



22 6. **Unsuccessful attempt at appeasement.** After Powell stole the Allies page, I errantly  
23 believed that a strategy of appeasement would defuse the situation. Although outside my  
24 authority as Media Liaison, I indicated that the Washington Chapter would not pursue  
25 Defendants for stealing the Allies page. I wished them well in their endeavors. They repaid  
26

1 my kindness by stealing the Chapter page and operating a continuous course of harassment  
2 against me. They posted publicly identifying information about me on their social media,  
3 which causes me to fear for my safety and economic well-being. Their general disposition  
4 toward me, and anyone else affiliated with The Satanic Temple, is best summarized by  
5 Defendant Sullivan’s Facebook cover photo; a true and correct copy of which is attached as  
6 **Exhibit 6** (“Be mean to them on Facebook. -Sun Tzu, *The Art of War*”).

7  
8 **7. End of involvement with The Satanic Temple.** I am no longer involved with The Satanic  
9 Temple because of Defendants’ continuous campaign of harassment against me.

10  
11 **Declaration**

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

14     *s/Tarkus Claypool*    \_\_\_\_\_

15 Signed on August 23, 2024 in King County, Washington

## **Exhibit 4**

Affiliation Agreement of Tarkus Claypool



## 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 \_\_\_\_\_ (name), \_\_\_\_\_ (address), (hereinafter the “New Affiliate”). This Agreement shall be effective \_\_\_\_\_ (date) 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.thesatanic temple.com](http://www.thesatanic temple.com) and owns all rights in and to the trade name, logo and trademark “THE SATANIC TEMPLE;” and

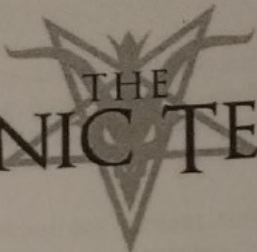
Whereas, Affiliate desires to affiliate with TST for the promotion of the purposes and objectives of TST and desires to use its Protected Content (defined below) in connection with that affiliation.

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.

1



# THE SATANIC TEMPLE

## 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 David M. Case aka Tarkus Claypool (name), [address redacted] (address), (hereinafter the "New Affiliate"). This Agreement shall be effective Feb 1, 2020 (date) 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:

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- 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.thesatanictemple.com](http://www.thesatanictemple.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: \_\_\_\_\_ ("Territory"). 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. "Purpose" means the promotion of the principles and objectives of TST as stated at [www.thesatanictemple.com](http://www.thesatanictemple.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.

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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: Washington State ("Territory"). 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.

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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  
d/b/a The Satanic Temple

Affiliate

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

6

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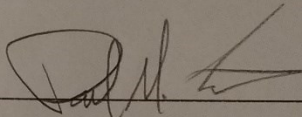
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IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized representative.

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

Affiliate

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

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

Printed Name: \_\_\_\_\_

Printed Name: Paul M Case \_\_\_\_\_

Date: \_\_\_\_\_

Date: Feb 5, 2020 \_\_\_\_\_

AKA Tankus Claypool

## **Exhibit 5**

Emails re: Defendants' operation of the Allies Page



Chalice Blythe <chaliceblythe@gmail.com>

---

## Fwd: TST WA Allies Post Removal Request

3 messages

---

**Tarkus Claypool** <tarkus.claypool@gmail.com>

Mon, Mar 2, 2020 at 11:31 PM

To: Chalice Blythe <chaliceblythe@gmail.com>

Cc: Siri Sanguine <sirisanguine@gmail.com>

Hello Chalice,

We would appreciate some guidance from you on our [TST-WA Allies FB page](#). The team members posting to it skew heavily towards the LGBTQ+ communities and we wondered if this is something that IC is ok with, or do we need to steer this more towards reinforcing other Satanic values? The post that tipped the scales for me was removed at my request, but not without some pushback:





TST WA Allies

Published by A David Johnson [?] · 10 hrs · 🌐



Punk Lesbian & Sapphic Memes

Yesterday at 8:39 AM · 🌐

👍 Like Page

Some OC for the TERFs sharing our posts in their little private groups.

~Ash

96

People Reached

21

Engagements

Boost Unavailable

👍❤️ 12

2 Shares

Are these kinds of posts acceptable? Are there any social media posting guidelines that could advise us? I'm white male cishet so I feel out of my depth.

Thank you so much,

-Tarkus Claypool  
Media Liaison, The Satanic Temple of Washington  
(he/him)

--

CONFIDENTIALITY NOTICE

The content of this email is confidential and intended only for those parties who received the email directly from the [tarkus.claypool@gmail.com](mailto:tarkus.claypool@gmail.com) address. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender.

**TST 000052**

----- Forwarded message -----

From: **Lenore Calavera** <[lenorecalavera@gmail.com](mailto:lenorecalavera@gmail.com)>

Date: Sun, Mar 1, 2020 at 7:16 PM

Subject: Re: TST WA Allies Post Removal Request

To: David Johnson <[somedavidjohnson@gmail.com](mailto:somedavidjohnson@gmail.com)>

Cc: Tarkus Claypool <[tarkus.claypool@gmail.com](mailto:tarkus.claypool@gmail.com)>, Siri Sanguine <[sirisanguine@gmail.com](mailto:sirisanguine@gmail.com)>

For the record, I think that as an organization that prides itself on trans and queer membership as well as championing bodily autonomy this is on point. The patriarchy harms all women, trans, and queer folk. However, I'm thinking the bootlicking imagery is what's offensive? Since this has been a polarizing topic before? I've asked ADJ to remove it because I see no reason to die on this hill. I'm curious to know where the concern came from? Within the chapter or from the public? Is this an IC concern? I want to make sure we're on the same page with what we're avoiding as far as content and why.

On Sun, Mar 1, 2020, 2:38 PM David Johnson <[somedavidjohnson@gmail.com](mailto:somedavidjohnson@gmail.com)> wrote:

Hi,

I don't understand what is off-topic or extreme about the post.

We've made posts to this effect before, specifically in terms of transphobia upholding the Christian Right's definition of who women are and what their place in society is:

A more erudite version of this point was when we shared the American Atheist's 2019 National Conference talk by Heron Greenesmith:

<https://www.facebook.com/809491905740534/posts/2809931652363206/?d=n>

<https://youtu.be/qorpq64fPBE>

The point being that they aren't "strange bedfellows" but a group appropriating feminist language to make the same fundamental arguments.

We didn't make the meme, but this one communicates the same idea more immediately to different audiences.

On Sun, Mar 1, 2020 at 9:57 AM Tarkus Claypool <[tarkus.claypool@gmail.com](mailto:tarkus.claypool@gmail.com)> wrote:

Hi all,

Can you remove this post please? It's off topic and a bit extreme:

[https://www.facebook.com/queersatanicmemes/posts/924313221331210?\\_\\_tn\\_\\_=-R](https://www.facebook.com/queersatanicmemes/posts/924313221331210?__tn__=-R)

 image.png

Thank you,

Ave Satanas,

-Tarkus Claypool

Media Liaison, The Satanic Temple of Washington

(he/him)

--

**TST 000053**

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--

---

David A. Johnson  
Seattle, WA  
@ADavidJohnson



IMG\_3812.jpeg

122K

Chalice Blythe <[chaliceblythe@gmail.com](mailto:chaliceblythe@gmail.com)>  
To: Tarkus Claypool <[tarkus.claypool@gmail.com](mailto:tarkus.claypool@gmail.com)>  
Cc: Siri Sanguine <[sirisanguine@gmail.com](mailto:sirisanguine@gmail.com)>

Tue, Mar 3, 2020 at 1:33 PM

Hey Tarkus!

I've been following this group's page and agree that the content is just a meme spree taking on subjects that, whether or not we personally agree with them or not, are off-topic in the sense that this is Satanism, not a general activist group. We care very deeply about the rights of the maligned, which covers a whole breadth of people, but being conscious of the fact that firstly this is an account created for and about Satanism. Thus, the content should be reflective of that and not being used as a personal platform of justice. In our own agreements we specify that branded social media presence should be legitimate, relevant, and not personal in nature, especially given that not everyone of us holds the same views on certain topics, like gun control. The content I'm seeing here is something I agree to be irrelevant and should be reserved for a members forum, not the public page. And since they are branded as TST, an auxiliary group of the chapter, and are using the TST Washington name, they are beholden to TST's social media guidelines. If they have an issue with this, they need to decide what's more important to them: being a part of the chapter or the freedom to post whatever meme they please.

My advice is to remind them of this and that we understand the intent to be good but their use of TST anything (as well as being a sub group of the chapter) makes them subject to our social media standards. Content should be relevant to either TST, Satanism, or to social issues directly relating to TST's initiatives/campaigns. Perhaps advise them to look at other TST chapter social media for guidance and if they continue to push back, I can step in to speak to them about it.

Let me know if this progresses further, thank you for taking care of it and I agree with your instincts on this matter.

Thank you!

Chalice

[Quoted text hidden]

**TST 000054**

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**Tarkus Claypool** <tarkus.claypool@gmail.com>  
To: Chalice Blythe <chaliceblythe@gmail.com>  
Cc: Siri Sanguine <sirisanguine@gmail.com>, Ulv Satanias <ulv.tst.wa@gmail.com>

Tue, Mar 3, 2020 at 4:24 PM

Hi Chalice!

I really appreciate you're getting back to us so soon, and it's a relief to have our concerns validated. Just like you, I feel that the LBGTQ+ community is a vital part of who we are, but the social media guild has to be do more national and local TST messaging and well as be inclusive. We always appreciated their efforts, but it wasn't quite on-message.

With your support, Siri, myself, and Barret will make sure to convey this and get them back on track.

Thank you so much!

Ave Satanias,  
-Tarkus Claypool  
Media Liaison, The Satanic Temple of Washington  
(he/him)

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## **Exhibit 6**

Defendant Sullivan's Facebook cover photo



**Nathan Von Sullivan**

October 25, 2021 · 🌐



😂👍 34

3 Shares

👍 Like

💬 Comment

➦ Share



Write a comment...



TST 000064