

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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 RACHEL  
CHAMBLISS

COMES NOW Rachel Chambliss, who states as follows under penalty of perjury.

- 1. Identity and qualifications as witness.** I am Rachel Chambliss, an adult of sound mind with no felonies. I make these statements as a business records custodian of The Satanic Temple 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 "Rachel Chambliss" to separate my involvement with The Satanic Temple from my personal and private life.
- 2. Nature of The Satanic Temple.** The Satanic Temple is a nontheistic religious organization with a presence in Washington.
- 3. Business records custodian.** I am a business records custodian for The Satanic Temple. At the times relevant to this lawsuit (2018-2020), The Satanic Temple had a business

1 practice of entering into Affiliation Agreements with trusted members who would  
2 administer Chapter activities in their locales.

3 4. **Affiliation with The Satanic Temple.** In May 2016, Lilith Starr was the founding  
4 Chapterhead for the Washington Chapter of The Satanic Temple. On September 1, 2018,  
5 Lilith Starr executed an Affiliation Agreement which formed the basis of her authority to  
6 act on behalf of The Satanic Temple. A true and correct copy of Starr's Affiliation  
7 Agreement is attached as **Exhibit 1**.

8  
9 5. **Creation of the Allies Page.** Lilith Starr was Chapterhead when the Allies page was  
10 created and was responsible for overseeing its implementation until Siri Sanguine took  
11 over Chapterhead duties. The "Allies Page" is a Facebook page which was created on  
12 September 11, 2018 for the purpose of promoting The Satanic Temple to Washington  
13 individuals who were interested in The Satanic Temple but did not want to identify as a  
14 member. Its original name was "South Sound Satanists: Friends of TST" and was  
15 subsequently renamed to "TST WA Allies" on January 6, 2020. I have reviewed the  
16 document attached to the amended complaint as Exhibit 6 and confirm that it is a  
17 screenshot of the page transparency information for the Allies page listed by Facebook.  
18

19 **FURTHER YOUR AFFIANT SAYETH NOT.**

20 **Declaration**

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

23 s/Rachel Chambliss

24 Signed on August 23, 2024 in Essex County, Massachusetts  
25  
26

# **Exhibit 1**

Affiliation Agreement of Lilith Starr



## 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:

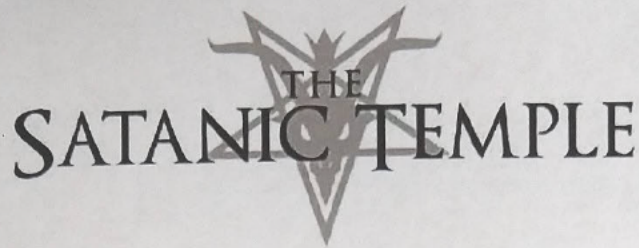
Whereas, TST owns or is the exclusive licensee for the content of the website [www.thesatanictemple.com](http://www.thesatanictemple.com) and owns all rights in and to the trade name, logo and trademark “THE SATANIC TEMPLE;” and

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.



### 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 LUITH STARR (name), [address redacted] [address redacted] (address), (hereinafter the "New Affiliate"). This Agreement shall be effective 9/11/2018 (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:

#### 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.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.

## 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, USA ("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. 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: \_\_\_\_\_

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: LILITH STARR

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

Printed Name: LILITH STARR

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

Date: 9/1/2018