

Amy Lynn Photography Studio, LLC

P.O. Box 44601
Madison, WI 53744-4601;

and **Amy Lawson**

P.O. Box 44601
Madison, WI 53744-4601¹

Plaintiffs,

v.

City of Madison;

City-County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703

**The Wisconsin Department of Workforce
Development;**

201 E. Washington Avenue
Madison, WI 53703

Ray Allen;

201 E. Washington Avenue
Madison, WI 53703
In his official capacity as Secretary for the
Wisconsin Department of Workforce
Development;

and **Jim Chiolino,**

201 E Washington Ave, Room A100
Madison, WI 53708
In his official capacity as Administrator for
the Equal Rights Division of the Department
of Workforce Development,

Defendants.

Case No. _____

Case Type:

Declaratory Judgment

Case Code

30701

Verified Complaint

¹ To protect their privacy, Plaintiffs have given their P.O. Box instead of their physical address.

Introduction

1. This is a pre-enforcement lawsuit that seeks to protect the constitutional right of a commissioned photographer to control what she photographs, what she writes about, and what she posts on the internet.

2. Amy Lawson is that photographer. She is also a blogger. And she is also a Christian. Amy started a for-profit photography studio in Madison called Amy Lynn Photography Studio (“Studio”) because she felt God calling her to use her artistic gifts to create and promote visual stories depicting God’s beauty in the world around us.

3. Amy does this by photographing individuals, events, and organizations; posting those photographs on the Studio’s blog and social media sites; and writing about that material on the Studio’s sites in ways that promote her artistic and religious beliefs.

4. For example, Amy loves to photograph and post about weddings so that others can see God’s love and character displayed in the beauty of marriage. Amy also wants to photograph for and post about pro-life pregnancy health clinics so that others can see God’s love and character displayed in the sanctity of life. These desires have grown as Amy has seen our culture increasingly question the value of marriage and the sanctity of human life.

5. To counteract that trend, Amy not only promotes certain content, she avoids certain content. Amy can hardly promote her beliefs while glamorizing contrary ideas. Amy therefore cannot photograph or write about things celebrating pornography, racism, violence, abortion, or any marriage besides marriage between one man and one woman, such as same-sex marriage. Nor can she photograph or write about organizations that promote those beliefs.

6. But Madison’s and Wisconsin’s public accommodation laws forbid that freedom. Madison’s law (City Code § 39.03(5)) makes it illegal for public accommodations to deny “equal enjoyment” because of someone’s sexual orientation or political beliefs or to publish “any communication” that denies facilities or that conveys a person’s patronage is “unwelcome, objectionable or unacceptable” because of someone’s sexual orientation or political beliefs. Wisconsin’s law (Wis. Stat. § 106.52) does the same regarding sexual orientation. And these

laws carry stiff penalties: fines up to \$10,000, injunctions, punitive and non-punitive damages, and attorney's fees.

7. While these laws should not apply to Amy since she serves *individuals* of every sexual orientation and every political belief, Madison and Wisconsin interpret their laws to force Amy to create and publish *content* she finds objectionable and to remove *content* she wants on her website. Specifically, these laws force Amy to photograph and write about same-sex marriages and pro-abortion groups because she does so for pro-life groups and for marriages between one man and one woman. And these laws prevent Amy from explaining why she cannot create photographs or write words promoting same-sex marriage or abortion.

8. The net result is that commissioned writers, photographers, artists, and other speakers in Madison no longer have the freedom to choose what to say and what not to say about any political issue, including important issues like abortion and marriage.

9. This assault on speakers' conscience violates numerous rights protected by the Wisconsin Constitution: the right to free speech (Wis. Const. art. I, § 3), freedom of conscience (Wis. Const. art. I, § 18), equal protection (Wis. Const. art. I, § 1), and due process (same).

10. To protect their constitutional rights, Amy and her Studio ask this Court to enjoin parts of Madison's and Wisconsin's public accommodation laws and to declare those parts unconstitutional so that Amy and every other speaker in Madison can regain control over what their speech says and what their consciences confess.

Jurisdiction and Venue

11. This action raises claims under the Wisconsin Constitution, specifically the Free Speech Clause (Wis. Const. art. I, § 3); Freedom of Conscience Clause (Wis. Const. art. I, § 18); and Equal Protection and Due Process Clause (Wis. Const. art. I, § 1).

12. This Court has original jurisdiction over these constitutional claims under Wis. Const. art. 7, § 8 and Wis. Stat. § 753.03.

13. This Court has authority to award the requested declaratory relief under Wis. Const. art. I, § 9 and Wis. Stat. § 806.04; injunctive relief under Wis. Const. art. I, § 9, Wis. Stat.

§ 813.01, and Wis. Stat. § 813.02; and costs, disbursements, and statutory and reasonable attorney’s fees under Wis. Stat. §§ 814.01-02, Wis. Stat. § 814.036, Wis. Stat. § 814.04, Wis. Stat. § 806.04(10), Wis. Stat. § 814.24, and the private attorney general doctrine, see *Hartman v. Winnebago Cty.*, 216 Wis.2d 419, 432-33 n.8, 574 N.W.2d 222, 229 n.8 (1998).

14. Venue is proper in this county under Wis. Stat. § 801.50 because the claim arose in this county and Defendants are located or do substantial business in this county.

Plaintiffs

15. Amy Lawson is a United States citizen who resides in Madison, Wisconsin.

16. Amy is the only owner and manager of Amy Lynn Photography Studio, LLC.

17. Amy Lynn Photography Studio is a for-profit limited liability company organized under Wisconsin law.

18. The Studio’s principal place of business is located in Madison.

Defendants

19. The City of Madison is a municipal corporation authorized under Wisconsin law with the power to sue and be sued and to enact and enforce the ordinance challenged in this lawsuit — Madison City Code § 39.03. *See* Wis. Const. art. XI, § 3; Wis. Stat. § 62.01 et al.; Wis. Stat. § 66.0101; Wis. Stat. § 66.0103; *City of Janesville v. Milwaukee & Miss. R.R. Co.*, 7 Wis. 484, 1859 WL 5098 (1859).

20. The Wisconsin Department of Workforce Development (“DWD”) is an administrative agency within the executive branch of Wisconsin state government with the power to administer and enforce the state statute challenged in this lawsuit — Wisconsin Statute § 106.52. *See* Wis. Stat. § 15.02(2); Wis. Stat. § 15.22; Wis. Stat. § 103.001(3); Wis. Stat. § 103.005; Wis. Stat. § 106.52(2)-(4); *see also infra* ¶¶ 309-335.

21. Ray Allen is the Secretary for the DWD and has the power to oversee the DWD, including its administration and enforcement of Wisconsin Statute § 106.52. *See* Wis. Stat. § 15.04(1)(a); Wis. Stat. § 15.22; Wis. Stat. § 106.52; *see also infra* ¶¶ 309-335.

22. Jim Chiolino is the Administrator for the DWD’s Equal Rights Division and has

the power to oversee the Equal Rights Division, including its administration and enforcement of Wisconsin Statute § 106.52. *See* Wis. Stat. § 15.02(3)(c)(1), (4); Wis. Stat. § 15.223; Wis. Stat. § 106.52(2). *see also infra* ¶¶ 309-335.

23. The Defendants reside or do business in Dane County.

Statement of Facts

Amy Lawson discovers her faith and passion for storytelling

24. Amy Lawson is an evangelical Christian.

25. She came to trust Jesus at age four and was baptized at age nine.

26. Amy bases her religious beliefs on the Bible.

27. She believes that God created people to love Him more than everything else, that people have loved other things more than God, and that everyone needs to receive the forgiveness God offers through His son, Jesus. (Isaiah 43:21; Colossians 1:16; Romans 1:23; Romans 6:23).²

28. Amy's religious beliefs are central to her life, her identity, and her very understanding of goodness, truth, beauty, morality, and existence.

29. Her religious beliefs shape everything Amy does, including her photography, her writing, and her business.

30. Amy is also a commissioned photographer and writer.

31. She loves creating visual images and combining them with words to capture beautiful moments in ways that tell beautiful stories.

32. Amy's passion for visual storytelling began at the age of 13 when she received a scrapbook kit from her mother, bought her first camera, and began to take photographs to fill her scrapbook with her favorite memories.

33. During high school, Amy's passion for telling visual stories grew as she bought her first professional camera and began taking pictures of others.

² All Bible citations reference the English Standard Version.

34. That passion led Amy to study graphic design and interior design in college and to work for her college newspaper as a photographer and photography editor.

35. Amy's friends took notice and began to ask Amy to photograph their weddings.

36. Amy photographed her first wedding in 2011.

Amy starts Amy Lynn Photography Studio

37. After graduating college and marrying in 2013, Amy moved to Madison that same year with her Wisconsin-born husband.

38. As Amy continued to photograph more weddings for friends in Madison, Amy realized she might earn a living from her artistic skills, pursue her passion for storytelling professionally, and publicly promote images and ideas she values.

39. So in August of 2014, Amy started a Facebook page (<https://www.facebook.com/amylynnphotostudio/>) for her photography business.

40. In late summer 2015, Amy did some photography for a friend's business and realized she needed to become more serious about her photography business.

41. So Amy formally launched Amy Lynn Photography (Lynn is Amy's middle name) and registered her business with Dane County on September 17, 2015.

42. Amy then started her business Instagram account (<https://www.instagram.com/amylynnphotostudio/>) on October 7, 2015 and her business website (www.Amylynnphotostudio.com) on October 29, 2015.

43. Within the next month, Amy started her business Pinterest page (<https://www.pinterest.com/amylynnlawson/>) and blog (<http://www.amylynnphotoblog.com/>).

44. Amy operated her business in Madison as a sole proprietorship in 2015 and 2016.

45. But Amy eventually organized her business as a limited liability company under Wisconsin law in January 2017.

46. Amy did so to gain the benefits of a formal limited liability form.

47. When she organized her business as an LLC, Amy re-named her business Amy Lynn Photography Studio to more closely track her website URL.

48. Amy Lynn Photography Studio, LLC has continued to operate in Madison since Amy organized it.

49. Amy also adopted an operating agreement for the Studio.

50. This operating agreement specifies the Studio's core beliefs, practices, and policies.

51. Despite changing the Studio's form in 2017, Amy has always operated the Studio in accordance with the same beliefs, purposes, and goals.

The Studio tells visual stories through images and words

52. Amy Lynn Photography Studio is a for-profit photography studio that provides visual storytelling services to clients on a commission basis.

53. While her husband or friends occasionally volunteer as a second photographer, Amy is the Studio's sole owner, only commissioned photographer and writer, and sole manager.

54. Amy operates the Studio out of her Madison apartment.

55. The Studio offers two types of commissioned visual storytelling services.

56. First, the Studio photographs a client, their event, or their organization, edits those photographs, and provides those edited photographs to the client.

57. Second, the Studio posts some of those photographs on the Studio's blog and social media sites and writes commentary alongside the photographs in those posts.

58. Amy and the Studio use their clients and their clients' events as source material to create captivating images and to tell visual stories in a way that promotes what Amy considers good, beautiful, and true.

59. As Amy says on the "About Amy" section of the Studio's website: "Photography and blogging about my photographs let me tell stories in ways more powerful than words alone. They let me shine a light on beautiful stories and share that light with others." *See* <http://www.amylynnphotostudio.com/about-me>.

60. Everything the Studio creates and provides is created custom for each client.

61. In the past, the Studio has offered its visual storytelling services for weddings and

engagements; for-profit and non-profit organizations (e.g., headshots of organization’s members, a business’s products); and portraits (e.g., photographs for graduating high school seniors for their yearbook).

62. The Studio promotes its visual storytelling services and its message to the general public through the Studio’s website, blog, Instagram, Facebook, and Pinterest accounts.

63. At the top of the Studio’s website, blog, Instagram, Facebook, and Pinterest accounts appears the name “Amy Lynn Photography Studio.”

64. Amy’s name, her picture, and the Studio’s logo also appear sporadically throughout these sites.

65. The Studio’s website also links to the Studio’s social media sites and blog.

66. The Studio entertains requests for its visual storytelling services from the general public.

67. But the Studio does not automatically accept every request for visual storytelling services sent to it.

68. The Studio reviews each request it receives and makes a case-by-case determination whether the Studio will accept each request based on Amy’s editorial, artistic, religious, and political judgment.

The Studio promotes Amy’s religious and artistic beliefs

69. These judgments about what the Studio creates as well as everything else the Studio does flow from Amy’s artistic and religious beliefs.

70. Amy believes that God created humans to reflect Him by working, that God created humans to do many types of work including to create artistic and aesthetically pleasing things, and that God ordered Christians to honor Him in their work. (Genesis 1:26-28, Genesis 4:21; Psalm 33:3, Colossians 3:17; Colossians 3:23-25; 1 Corinthians 10:31).

71. Amy also believes that God has sovereignty over all aspects of her life, including her work. (Psalm 115:11; Proverbs 3:5-6; Proverbs 16:9).

72. Because of these beliefs, Amy cannot separate her religious identity into private

and work areas but must honor and serve God in all aspects of her life, including her vocation. (1 Corinthians 10:31; 2 Corinthians 5:14-15; Colossians 3:17; 1 Peter 4:11).

73. Likewise, Amy cannot do anything in her work that dishonors God.

74. One way Amy honors God is how she interacts with current and potential clients.

75. Because Jesus commanded Christians to love their neighbors, Amy tries to love her clients and potential clients and treat each of them with dignity and respect regardless of their race, religion, age, sex, sexual orientation, or political beliefs.

76. Another way Amy honors God is by what she creates and says.

77. Amy believes that God was the very first artist, that He created the world from nothing, that He artistically shaped the world from what He created, and that He then reviewed His work and delighted in it. (Genesis 1:1-5; Genesis 1:31).

78. Amy believes that God has called and equipped some people for particularly artistic vocations. (Exodus 31:1-11; 35:30-36:1).

79. Amy believes that God has called and equipped her with the talents to create beautiful images and stories and that she reflects God's artistry and creativity when doing so.

80. Because God has called and equipped her to be a visual storyteller, Amy believes that she must honor and glorify God with her talents, photographs, and words.

81. In fact, Amy believes that God created art to reflect His goodness, truth, and beauty and that all art — including hers — should glorify God by reflecting and promoting goodness, truth, and beauty. (Philippians 4:8).

82. As a result, Amy seeks to create photographs and write posts that reflect goodness, truth, and beauty as defined by God's character.

83. Specifically, Amy seeks to create photographs and posts that — as the Studio's operating agreement says — “capture and convey beautiful, pure, and true moments in ways that help us stop, see, and savor the light God has given us.”

84. In so doing, Amy strives to create photographs and posts that convey the following message to her clients and to the world: that God's light shines brightly in life's still

moments of beauty and truth.

85. Amy hopes that people would see her photographs and posts and come to value the praiseworthy things depicted and promoted in them.

86. In fact, Amy views her Studio as a public ministry that allows her to proclaim God's beauty and truth to others.

87. Another way Amy honors God is by being honest and upfront with her clients, potential clients, and the public.

88. Out of respect for them and their time, Amy will not lie to them about what the Studio will create, and Amy tries to avoid giving any false impression about what the Studio will and will not create.

89. Likewise, out of respect for her clients, potential clients, and the public and to convey important truths to them, Amy cannot hide her faith, the religious motives behind her photography and posts, and the religious message of these photographs and posts.

The Studio interacts with clients to tell its stories

90. Amy puts her beliefs into practice with each of the Studio's clients.

91. Typically, the Studio receives a request for its visual storytelling services through the "contact me" page on the Studio's website: <http://www.amylynnphotostudio.com/contact>.

92. After receiving a request, Amy emails the requestor, asks follow-up questions, and holds a consultation in person or by Skype, phone, or email.

93. Amy views this consultation and subsequent communication with clients as essential because they allow Amy to get to know the client, the client's story, and the client's needs on a personal level.

94. Amy needs and uses that information to customize her visual storytelling services to fit the client's needs and to more effectively portray the client and tell a story about the client.

95. During her consultation with potential clients, Amy talks to them about the Studio's policies, answers any questions the client may have, and asks about the client, the client's needs, the client's tastes, and the client's history.

96. For example, when meeting with a potential wedding client, Amy typically conducts the consultation face-to-face and asks about the engaged couple, their relationship, and their wedding day.

97. Amy tries to share in the upcoming marriage's joy and learn what excites the client about marriage so that Amy can capture that joy and excitement in her photography and writing.

98. Amy and her wedding clients work together closely.

99. During her consultation with clients, Amy also explains the amount of commission the Studio charges and reviews the Studio's client contract.

100. If a client wants to use the Studio, that client must sign a customized version of the Studio's form contract.

101. Among other things, this form client contract specifies the following:

- The precise “commissioned photography and internet posts published on Photographer’s blog and social media sites” that the Studio will provide to each client;
- That the Studio “retains complete artistic and editorial freedom with respect to every aspect of the creation of the photographs and internet posts”;
- That the Studio “retains all moral, ownership, copyright, title, interest, and other intellectual property rights in the Photography, and any Internet Posts...”;
- That the Studio operates as an independent contractor and not as an employee for the client;
- That the Studio “is not obligated to accept any job. Photographer reserves the right to decline any request that is inconsistent with Photographer’s artistic, religious, or political beliefs”;
- That the Studio retains the right to use photographs of the client for the Studio’s “electronic and printed publications and publication on blogs, social media or other websites.”

The Studio charges commission for its stories

102. While the Studio charges every client a commission for its visual storytelling services, the precise commission varies on factors like the nature of the photography session.

103. The Studio must charge commission for its visual storytelling services for practical financial reasons.

104. Regarding finances, Amy could not afford to create high quality digital photographs, to edit those photographs, and to publish those photographs online for many projects without charging a commission.

105. If the Studio did not charge a commission for its visual storytelling services, Amy would have to close the Studio within a few months.

106. The Studio breaks its commission pricing into packages.

107. These packages range from \$150 up to \$3220 depending on the nature of event (wedding, organizational, portrait) and the services requested.

108. Every one of the Studio's packages include the Studio's two types of visual storytelling services — the Studio's photography and internet posting.

109. Amy views both types of services as vital and inseparable and bundles these two types of services together for each Studio client because they together allow the Studio to accomplish its mission of communicating certain beliefs, messages, and images to its clients and to the public.

110. Amy learned the importance of internet posting from some successful photographers who use their blogs, websites, and social media accounts to promote their photography, their business, and their message.

111. Amy was inspired by the following photographer blogs:
<http://jamiedelaineblog.com/>; <http://katelynjamesblog.com/>; <http://amyandjordanblog.com/>.

112. Each of the Studio's packages include the following services: at least one consultation, time for Amy to photograph, time for Amy to edit photographs, provision of some digital images, a social media "sneak peek," and a blog post.

113. For the Studio's sneak peek, Amy takes one or a few photographs she has taken for a client and then posts them on the Studio's Facebook page or Instagram site or both.

114. In that post, Amy also writes comments describing, praising, and celebrating the images depicted in those photographs.

115. Amy posts this sneak peek online during or a few days after the client's

photography session.

116. For the Studio's blog post, Amy takes numerous photographs she has taken for a client, then posts them on the Studio's blog, and then in between the photographs, writes comments describing, praising, and celebrating the images depicted in those photographs.

117. This blog post is longer and more detailed than the sneak peek.

118. By combining photographs and words, the blog post tells a fuller story celebrating and beautifying the client's activities or event.

119. Amy posts this blog post within 30 days of the client's photography session.

120. Amy also links to each blog post from the Studio's Facebook and Instagram sites.

121. Amy provides the blog post and the sneak peek to share her photography and message about the power of life's beautiful and true moments with as many people as possible, to publicly share in the joy of the photographed activities and event, to allow clients to see a preview of their photographs and become excited about receiving the rest of their photographs, and to set the Studio apart from many other photography studios.

The Studio tells engagement and wedding stories

122. After the initial consultation with a client, Amy typically communicates with clients through email.

123. For her wedding clients, Amy typically photographs an engagement session with the engaged couple a few months before the wedding date.

124. Once Amy and the engaged couple arrive at the engagement session, Amy talks with them, builds a rapport with them, and tries to learn as much as possible about them so that they feel comfortable, relaxed, and authentic while Amy photographs.

125. During the session, Amy instructs the couple on where to stand, how to pose, how to move, how to interact, and what to do.

126. These instructions can include directions for the couple to kiss, embrace, and show affection toward each other.

127. Other times, Amy observes and photographs the couple's organic interactions.

128. Anytime Amy photographs, she considers numerous factors and makes numerous artistic and editorial judgments that will affect her photography.

129. Those factors and judgments include things like subject matter, exposure (amount of light recorded), aperture (the size of the opening in the lens), ISO number (measure of light sensitivity), color temperature and white balance (the color created by particular lightening and its effect on a photograph), camera flash, depth of field (measure of how much of a scene will be in focus), focus, shutter speed (how long the shutter remains open), ambient light, perspective (the spatial relationships between objects in the frame), composition (the organizational structure of objects in a scene), camera angles, empty space, background, and subject poses.

130. Amy seeks to photograph the engagement session in a way that captures the engaged couple's love for each other, the joy and excitement about their upcoming marriage, and the beauty of their relationship.

131. For this reason, Amy frequently photographs the engaged couple hugging, kissing, and showing love and affection for each other.

132. After the engagement session, Amy begins to edit the photographs, selects one or a few of the photographs, posts those selected photographs as the sneak peek on the Studio's Facebook page or Instagram account, and writes a few comments in the sneak peek.

133. With the sneak peek done, Amy typically meets with the Studio's wedding clients in person once more, one or two weeks before the wedding.

134. Before or at this meeting, Amy advises the client on how to construct the wedding schedule including where photographs will occur, who will be photographed, and how long the photography will take.

135. Although the Studio's wedding clients and other clients usually have a general idea of some photographs they want, they rely heavily on Amy's artistic and professional judgment in making decisions about what and whom to photograph, how long to photograph, and when to photograph.

136. Amy retains sole discretion to decide what and how to photograph at a wedding

and every other photography session.

137. Amy also retains sole discretion to decline any client suggestion.

138. When it comes to how Amy photographs, Amy alone decides how to photograph each shot without any input from the Studio's wedding clients or any other client.

139. The Studio's typical wedding session lasts about eight hours.

140. Because Amy builds a relationship with the Studio's wedding clients, is physically present with the clients throughout the wedding day (often during special and private moments), encourages her clients, and directs them and their guests on the wedding day, Amy actively participates in every wedding she shoots.

141. For a late afternoon wedding, Amy arrives at the wedding location in the morning and begins to photograph the physical wedding location and its details to capture a spirit of anticipation and any qualities unique to that wedding.

142. Such details include things like the wedding dress hanging in the dressing room, the wedding rings, the flowers in the chapel, the empty wedding chapel, the wedding program, and the bridal parties' coffee cups.

143. Amy then photographs the bride and groom during an intimate time in their dressing rooms as they prepare for the wedding and interact with their bridesmaids and groomsmen.

144. During this time, Amy photographs organic moments like the bride putting on her wedding dress and makeup, the groom putting on his boutonniere, and the wedding party laughing and rejoicing together.

145. For her photographs of this time, Amy tries to capture the beauty of friendships and the bride and groom's excitement about the quickly approaching wedding.

146. After the preparation shots, Amy usually photographs the "first look" — the time when the couple first sees each other on their wedding day and their resulting joy and affection.

147. Because Amy photographs this first look alone with the bride and groom, this is an intimate and special time that Amy shares with the couple.

148. After the first look, Amy typically photographs portraits of the bride and groom, portraits of the wedding party, and interactions between wedding party members.

149. While Amy photographs some organic interactions during this time, Amy heavily choreographs most of the wedding party photographs.

150. For example, Amy will direct her subjects on how to stand, where to position themselves, and what demeanor to display as she encourages and exhorts her subjects.

151. After these wedding party photographs, Amy typically photographs the bride and groom's extended family in a similar choreographed way.

152. At the wedding ceremony itself, Amy photographs the wedding's most special moments.

153. These moments include the parents and grandparents walking down the aisle, the wedding party walking down the aisle, the bride walking down the aisle, the groom's face seeing his future wife walking down the aisle, the bride's father giving his daughter away, the couple gazing at each other, the couple exchanging rings, the officiant issuing the charge and delivering the homily, the couple kissing before the attendees, and the officiant announcing the couple to be husband and wife.

154. For every wedding Amy photographs, she attends the wedding ceremony.

155. Throughout the wedding day, Amy is constantly making artistic and editorial judgments about what and how to photograph based on how best to show the beauty, truth, joy, and goodness of marriage and how she can best tell the story of the couple's marriage.

156. Throughout the wedding day, Amy is constantly encouraging and exhorting the married couple to enjoy their wedding day and rejoicing with them about their marriage.

157. Amy must encourage the couple this way to bring out the couple's personality and joy so that Amy can photograph that personality and joy.

158. Amy could not effectively photograph the couple without encouraging and rejoicing with them over their marriage.

159. Throughout the wedding day, Amy also frequently interacts with wedding guests.

160. These guests sometimes ask Amy who she is and the name of her business.
161. Amy always responds by telling them her name and the name of her business and sometimes hands out her business card.
162. Toward the end of the wedding session or soon after it, Amy reviews a few photographs taken, selects one or two, and then posts them as the “sneak peek” on the Studio’s Facebook or Instagram site.
163. In this sneak peek, Amy adds her own comments celebrating and rejoicing in the couple, their marriage, and their wedding.
164. Amy alone decides what to write and what photographs to place in the Studio’s sneak peeks without any input from the Studio’s wedding clients or any other client.
165. Within a few days of the wedding, Amy reviews and begins to edit the digital photographs on her computer through a program called Adobe Lightroom.
166. For each hour of photographing, Amy edits for around two hours.
167. During the editing process, Amy reviews each photograph and discards any photographs that do not meet her artistic or moral standards, such as out-of-focus photographs or photographs that inadvertently contain sensitive content.
168. Amy also edits the photographs by adjusting their color, contrast, white balance, exposure, brightness, and saturation.
169. She also crops, retouches, and sharpens the photographs.
170. Throughout the editing process, Amy makes numerous artistic and editorial judgments to more effectively celebrate the marriage, tell the story of the wedding, and convey the beauty and goodness of the marriage and the wedding.
171. Amy alone decides how to edit the Studio’s photograph without any input from the Studio’s wedding clients or any other client.
172. Before finishing the editing process, Amy selects a few of the photographs and posts them on the Studio’s blog alongside commentary from Amy.
173. Amy selects and posts these pictures to publicly celebrate the marriage she

photographed and to convey her message about the beauty and goodness of marriage.

174. To the blog post, Amy adds her own comments that describe, praise, and celebrate the marriage, the bride and groom, the wedding, the married couple together, the couple's love for each other, and various aspects of their wedding day.

175. In many of these blog posts, Amy also wishes the married couple well or wishes them a long-lasting marriage.

176. Amy alone decides what to write about and what photographs to use in the Studio's blog posts without any input from the Studio's wedding clients or any other client.

177. After Amy does the wedding blog post, she finishes editing the wedding photographs.

178. Amy then delivers the edited photographs to the client within 30 days of the wedding by placing them in a password-protected on-line gallery.

179. For the Studio's wedding clients, Amy re-orders the wedding pictures on the on-line gallery in a way that tells the story of the couple and their wedding day.

180. Amy gives her client the password to access the online gallery so that the client can see, download, or print the photographs.

181. When clients access this gallery, the gallery contains their name, the name "Amy Lynn Photography Studio," and the clients' photographs.

182. Frequently, the Studio's wedding clients ask Amy if they can give their guests, friends, and family access to the on-line gallery to print and download pictures.

183. Amy allows such access.

184. For its wedding clients, the Studio also provides a physical photography album.

185. Amy creates this album by selecting some of the wedding photographs and rearranging them in an order that effectively captures and conveys the beauty and goodness of the wedding day and of the married couple.

186. Amy creates this album with no input from the client except the client chooses the album's cover color.

187. In 2016, the Studio provided its visual storytelling services to seven weddings.

188. Of the Studio's revenue in 2016, roughly 70% came from weddings.

The Studio tells non-wedding stories

189. The Studio operates its other photography sessions (organizations, high school seniors, and portraits) in much the same way as its engagement and wedding sessions: initial contact, consultation, personal involvement, the photography shoot itself, sneak peek, photograph editing, blog post, digital delivery of photographs.

190. For all the Studio's photography sessions, Amy uses her artistic and editorial judgment to take and edit photographs in ways to effectively depict and tell stories of what Amy considers beautiful and honoring.

191. For all the Studio's photography sessions, Amy also uses her artistic and editorial judgment to select photographs, to post them online through the sneak peek and blog post, and to write comments celebrating what Amy considers beautiful and honoring.

192. For example, Amy photographed one couple who had been married for 20 years.

193. Amy then posted photographs of that couple on her blog and added comments praising and celebrating that long-lasting marriage.

194. For another commissioned photography session, Amy photographed a local pro-business student organization.

195. Amy then posted photographs from that organizational session on her blog and highlighted how that organization serves its members, including offering them community service opportunities.

The Studio tells non-commissioned stories

196. In addition to photographing and posting in exchange for a commission, Amy also takes non-commissioned photographs and places non-commissioned posts on the Studio's internet sites.

197. Amy intersperses these non-commissioned photographs and posts alongside her commissioned ones on the Studio's internet sites.

198. Amy does non-commissioned photographs and posts for the same reason she does the commissioned ones — to convey certain messages to her clients and to the public.

199. These non-commissioned photographs and posts depict and discuss subjects important to Amy and promote messages important to Amy.

200. For example, these non-commissioned posts discuss, celebrate, and promote things like Amy’s faith, nature, the value of new life, Christmas, and God’s beauty in the world.

The Studio tells countercultural stories about marriage and life

201. Of all the stories the Studio creates, Amy particularly enjoys and wants to share stories about two topics important to her: marriage and the sanctity of life.

202. As for marriage, Amy holds the church’s historic view on marriage.

203. Amy believes that God created marriage as a gift to people of all faiths, races, and backgrounds and that God ordained marriage to be a covenant between one man and one woman so that this covenantal relationship would point people to the special, covenantal relationship between God and His bride, the church. (Genesis 1:27-28, 2:24; Matthew 19:3-9; Ephesians 5:22-33; 1 Corinthians 7:10-16).

204. Amy also believes that any marriage not between one man and one woman, such as same-sex marriage, polygamous marriage, and open marriage, violates God’s will and design for marriage. (Matthew 19:3-9; Hebrews 13:4; 1 Corinthians 6:9-20).

205. Because of these religious beliefs about marriage, Amy loves and feels compelled to photograph and post about weddings, marriages, and married couples consistent with her beliefs as part of her services to clients when she receives a wedding request.

206. Amy believes that by capturing and conveying a wedding and a couple’s beautiful moments, she can show the beauty and joy of marriage as God intends it and she can convince her clients and the world that this type of marriage should be pursued and valued.

207. Amy’s desire to convey this message has only increased over time as she has seen her generation and popular culture reject the Christian vision for marriage by normalizing and promoting things like no-fault divorce and same-sex marriage.

208. To counteract this trend, Amy desires to promote counter-images that beautify and celebrate marriage between one man and one woman (biblical marriage).

209. As for life, Amy holds the church's historic view on the sanctity of human life.

210. Amy believes that God created every human in His image and bestowed on every human a value higher than any other created thing. (Genesis 1:27; Psalm 8:5-7).

211. Amy therefore believes that each human deserves dignity and respect and that each life, starting at conception, should be valued and protected. (Psalm 22:10-11; Psalm 139:13-15; Amos 1:13).

212. Because of these religious beliefs, Amy loves and feels compelled to photograph and blog about pro-life pregnancy health clinics as part of her services to clients when she receives a request for the Studio's services from such a clinic.

213. Amy believes that by capturing and conveying the amazing work and people at pregnancy health clinics as well as the precious joy of the lives they protect, she can show her clients and the world the value of human life, and she can convince her clients and the world that all human life should be valued and protected.

214. Amy's desire to convey this message has only increased over time as she has seen her generation and popular culture reject the Christian vision for valuing human life by normalizing and promoting things like abortion and assisted suicide.

215. To counteract this trend, Amy desires to offer counter-images that beautify and promote the effort of pregnancy health clinics to protect the sanctity of life.

216. Because of her religious beliefs about life and marriage, Amy also desires to photograph and blog about organizations that share her views on marriage and about pregnancy health clinics and other pro-life organizations that share her views on the sanctity of life.

217. Amy believes that by capturing and conveying the people, events, and activities of these organizations, Amy can show her clients and the world that these organizations and their messages should be supported and listened to.

The Studio cannot tell objectionable stories

218. Not only do Amy’s artistic, religious, and political beliefs dictate what the Studio does and says, these beliefs dictate what the Studio cannot do or say.

219. Amy believes that she cannot rejoice in, condone, participate in, or promote anything dishonorable to God. (Ephesians 5:1-14; 1 Timothy 5:22; 1 Corinthians 10:1-22; 2 Corinthians 6:14-18).

220. For this reason, Amy believes that she cannot create anything, say anything, or use her talents to promote anything immoral, idolatrous, or dishonorable to God without violating her religious beliefs, her conscience, and her artistic calling.

221. Amy also believes that she cannot create any art that contradicts beauty, truth, and goodness as God defines it.

222. This means that, as an exercise of her artistic and religious judgment, Amy and her Studio cannot create any visual storytelling works that promote messages or organizations that promote messages that violate her religious, political, or artistic beliefs.

223. For example, because Amy believes in human’s equal dignity, Amy and her Studio cannot provide visual storytelling services that promote racial division and cannot provide such services to organizations that promote racial division.

224. Amy and her Studio will therefore not photograph people wearing the confederate flag, blog about the confederate flag, or offer her visual storytelling works to organizations that promote the confederate flag or use it as a symbol.

225. Likewise, because Amy believes marriage should only involve a union between one man and one woman, Amy and her Studio cannot create any visual storytelling works celebrating any marriage not between one man and one woman (such as photography for a same-sex wedding ceremony) or celebrating any organization that promotes such marriages (such as the Democratic Party).

226. Likewise, because Amy believes that God created and values human life starting at conception, Amy and her Studio cannot create any visual storytelling works celebrating

abortion or organizations that promote abortion (such as Planned Parenthood).

227. To do otherwise and to create visual storytelling works mentioned in ¶¶ 222-226 would violate Amy's religious, political, and artistic beliefs, promote activities contrary to those beliefs, express messages contradicting those beliefs, and express messages contradicting messages Amy and the Studio want to promote.

228. Although Amy cannot create visual storytelling works that promote messages and organizations she objects to, Amy and her Studio do not object to and will happily create works for individuals regardless of their race, sex, religion, sexual orientation, or political beliefs.

229. For example, Amy and her Studio will happily create visual storytelling works for lesbian, gay, or bisexual clients, for clients who support abortion, or for organizations run by such persons so long as the works or organizations themselves do not promote messages Amy objects to.

230. Amy has enshrined these policies about what the Studio will and will not create in the Studio's operating agreement.

231. It is standard practice for photography studio owners (whether free-lance, for-profit, or non-profit) to decline to photograph and post content that violate or compromise their beliefs in some way based on the photographer's editorial and artistic judgment.

The Studio confronts a threat to its storytelling

232. Amy has already put her artistic, political, and religious beliefs into practice in deciding what requests the Studio accepts and declines.

233. In January 2016, Amy decided the Studio would participate in the 2016 Wedding Planner & Guide Winter Bridal Show.

234. This is a yearly wedding expo in Madison where vendors pay for booths, show their works, and talk to potential clients.

235. Amy spent around \$2000 to participate in this wedding expo, factoring in the cost of creating the Studio's booth and the fees required to participate in the expo.

236. At the expo, a man and woman approached the Studio's booth, talked to Amy

about the Studio's photography, and eventually asked if Amy photographed many same-sex weddings.

237. Amy responded politely that she does not photograph any same-sex weddings.

238. Around the same time as the expo, Amy posted a statement on the Studio's website saying: because of my religious beliefs, I do not photograph same-sex weddings.

239. Amy posted this statement because she wanted to be upfront and honest with potential customers, she did not want to waste the time of anyone seeking same-sex wedding photography, and she only wanted to promote biblical marriage with her photography.

240. This statement stayed on the Studio's website for roughly three months.

241. Then in late spring 2016, one of Studio's wedding clients emailed and asked Amy to discuss her wedding contract.

242. Amy agreed and met the client at a Starbucks in Madison.

243. Once there, the client said she noticed the statement about same-sex weddings on the Studio's website and disagreed with Amy's religious views on same-sex marriage.

244. The client also said that because of Amy's beliefs on marriage, she could not support Amy's business and wanted to cancel her wedding contract with the Studio.

245. Amy was surprised and saddened.

246. But Amy and the client had a thoughtful and polite conversation about the meaning of marriage, about Amy's faith, and about the client's past involvement with religion.

247. Amy responded that she understood the client's beliefs and did not want to force the client to promote a business she disagreed with.

248. So Amy allowed the client to cancel the wedding contract without penalty.

249. Amy and the client ended their conversation respectfully.

250. Amy also refunded the client her deposit and sent her a wedding gift.

251. From this conversation, Amy became concerned that the statement about same-sex weddings on the Studio's website might violate some law since she had seen news reports about Christian business owners being sued for declining to promote same-sex marriage.

252. So within a few days after the Starbucks conversation, Amy removed the statement from the Studio’s website.

253. Amy then began a process of seeking advice, learning her legal obligations, and thinking and praying about how to handle requests for visual storytelling services that violated her artistic, political, and religious beliefs, such as requests promoting same-sex weddings.

254. During this evaluation process, Amy continued to provide visual storytelling services for weddings and organizations for a time.

255. But Amy eventually realized she could no longer accept visual storytelling requests for weddings and organizations and operate her Studio in accordance with her artistic, political, and religious beliefs while complying with the law.

256. Amy could not do so because of the Madison and Wisconsin public accommodation laws.

The Madison public accommodation law compels and censors the Studio’s stories

257. The Madison public accommodation law³ makes it unlawful “[f]or any person to deny to another...the full and equal enjoyment of any public place of accommodation or amusement because of the person’s protected class membership...” Madison Code § 39.03(5)(a).

258. The Madison law also makes it unlawful “[f]or any person to directly or indirectly publish, circulate, display, mail or otherwise disseminate any written communication which s/he knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of her/his protected class membership...or that the patronage of a person is unwelcome, objectionable or unacceptable for any of these reasons.” Madison Code § 39.03(5)(b).

259. The Madison law does not define “unwelcome,” “objectionable,” or “unacceptable,” or explain how these terms should be applied.

³ “Madison public accommodation law” and the “Madison law” as used in this Complaint refer to Madison Code § 39.03.

260. The Madison law defines a “[p]ublic place of accommodation or amusement” as “those accommodations, facilities and services that a person holds out to be open to the common and general use, participation and enjoyment of the public for any purpose. The term ‘public place of accommodation or amusement’ shall be interpreted broadly to include, but not be limited to, places of business or recreation...and any place where accommodations, amusements, goods or services are available either free or for a consideration, except where such a broad interpretation would deny to any person rights guaranteed by the constitutions of Wisconsin and of the United States.” Madison Code § 39.03(2).

261. A “place of public accommodation” can include non-physical entities (like programs). See <http://www.cityofmadison.com/dcr/DecisionDigest/Cases/03283.htm>.

262. The Madison law defines “[p]rotected class membership” as “a group of natural persons, or a natural person, who may be categorized because of their ability to satisfy the definition of one or more of the following groups or classes: sex, race, religion or nonreligion, color, national origin or ancestry, citizenship status, age, handicap/disability, marital status, source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student, domestic partner, or receipt of rental assistance.” Madison Code § 39.03(2).

263. The Madison law defines “[s]exual orientation” as “the sexual or loving attraction to another person or the complete absence thereof to any other person. This attraction can span a non-static continuum from same-sex attraction at one end to opposite-sex attraction to an absolute lack of attraction to any gender.” Madison Code § 39.03(2).

264. The Madison law defines “[p]olitical beliefs” as “one’s opinion, manifested in speech or association, concerning the social, economic and governmental structure of society and its institutions. This ordinance shall cover all political beliefs, the consideration of which is not preempted by state or federal law.” Madison Code § 39.03(2).

265. Certain organizations are exempt from the Madison law.

266. For example, the Madison law exempts “a bona fide private, nonprofit

organization or institution [that] provides accommodations, amusement, goods or services during an event at which the organization or institution provides the accommodations, amusement, goods or services to the following individuals only: 1. Members of the organization or institution. 2. Guests named by members of the organization or institution. 3. Guests named by the organization or institution.” Madison Code § 39.03(2).

267. The Madison law also provides an exemption related to discrimination on the basis of “physical appearance” stating that physical appearance “shall not relate...to the requirement of cleanliness, uniforms, or prescribed attire, if and when such requirement is uniformly applied for admittance to a public accommodation or to employees in a business establishment for a reasonable business purpose.” Madison Code § 39.03(2).

268. The Madison law does not define “a reasonable business purpose.”

269. The Madison law created the Madison Department of Civil Rights (“Department”) and empowered it to implement Madison Code § 39 and to “vigorously pursue” the principles announced in this Law. Madison Code § 39.01(1).

270. The Madison law also created an Equal Opportunities Commission (“Commission”) and an Equal Opportunities Division (“Division”) within the Civil Rights Department to help the Department implement the Madison law. Madison Code § 39.01(3); § 39.03(10).

271. The Commission has the “power[] and dut[y]” to “receive and initiate complaints alleging violation of this ordinance and to attempt to eliminate or remedy any violation by means of conciliation, persuasion, education, litigation, or any other means, to make the complainant whole again.” Madison Code § 39.03(10)(b)(4).

272. The Commission has the “power[] and dut[y]” to “test and investigate for the purpose of establishing violations of Section 39.03 of these ordinances and, if appropriate, to make, sign, and file complaints alleging violations thereof.” Madison Code § 39.01(10)(b)(5).

273. The Commission has the “power[] and dut[y]” to “adopt such rules and regulations as may be necessary to carry out the purpose and provisions of this ordinance.”

Madison Code § 39.01(10)(b)(7).

274. The Commission has the “power[] and dut[y]” to “issue subpoenas...to assist in the execution of its duties.” Madison Code § 39.03(10)(b)(8).

275. The Commission has the “power[] and dut[y]” to “designate Commissioners and/or Equal Opportunities Division staff to carry out its duties.” Madison Code § 39.03(10)(b)(9).

276. The Commission receives a complaint when someone files it with the Equal Opportunities Division. *See* Equal Opportunity Commission Rule 3.12, available at <http://www.cityofmadison.com/dcr/documents/Rules.pdf>.

277. The Commission (through a Division investigator) investigates all timely filed and valid complaints it receives or initiates and makes a determination whether the Madison law has been violated. *See* Equal Opportunity Commission Rule 4.

278. If the Commission (through an investigator) finds probable cause to believe a violation occurred, the Commission (through a Division staff member) “shall immediately endeavor to eliminate the practice by conference, conciliation or persuasion.” Madison Code § 39.03(10)(c)(2)(a); Equal Opportunity Commission Rule 5 and 6.

279. If that effort fails, the Commission “shall” notify the accused, “requiring” the accused to appear at a hearing. Madison Code § 39.03(10)(c)(2)(a).

280. The Commission then conducts a hearing (through a hearing examiner). Madison Code § 39.03(10)(c)(2)(a); Equal Opportunity Commission Rule 6.5.

281. If the Commission (via the hearing examiner) finds a violation of the Madison law at this hearing, the Commission “shall” order such action “as will redress the injury done to complainant in violation of this ordinance, bring respondent into compliance with its provisions and generally effectuate the purpose of this ordinance. Such remedies may include, but are not limited to, out of pocket expenses, economic and noneconomic damages including damages for emotional injuries...” Madison Code § 39.03(10)(c)(2)(b). *See also* Equal Opportunity Commission Rules 7-10.

282. According to the Commission’s Rules, the Commission can assess costs and attorney’s fees against someone who violates the Madison law. *See* Commission Rule 10.1, available at <http://www.cityofmadison.com/dcr/documents/Rules.pdf>.

283. When the Commission determines judicial enforcement is necessary, the Commission “shall” ask the Madison City Attorney to enforce the Commission’s order and the City Attorney has the “duty” to enforce this order in a court of competent jurisdiction on Madison’s behalf. Madison Code § 39.03(10)(c)(3).

284. Anyone who violates the Madison law “shall” be subject to a fine of not less than \$100 and not more than \$500. Madison Code § 39.03(14)(a).

285. Anyone who fails to comply with the Commission’s order violates the Madison law a separate and distinct time for every day of non-compliance. Madison Code § 39.03(14)(b).

286. As Madison interprets it, the Madison law forbids public accommodations from taking any action prohibited in this law on the basis of or because of an objection to same-sex marriage

287. In accordance with this interpretation, the current Madison Mayor issued a statement on Madison’s website on June 6, 2015 that states in part: “The Supreme Court decision [on same-sex marriage] brings finality and justice so that all men and women can marry the person they love. It’s time to move on to ensure that all forms of discrimination are purged from our society – in the workplace, in school, in housing, and all public accommodations.” *See* <http://www.cityofmadison.com/mayor/blog/?id=7689>.

288. As evidenced by this statement, Madison interprets a distinction between same-sex and biblical marriage to be discrimination based on sexual orientation.

289. As evidenced by this statement, Madison interprets the Madison law to outlaw any forbidden action if that action is based on a distinction between same-sex marriage and biblical marriage.

290. Madison has also stated that the definition of “political beliefs” is to be “a very broad one” and “would include, for example, pro-union or anti-union sympathies, or opinions

supporting or disapproving tenant organizations.” See <http://www.cityofmadison.com/dcr/DecisionDigest/Cases/80CV2680.htm>.

291. Under this broad definition, views about same sex-marriage (both supporting and opposing same-sex marriage) and views about abortion (both pro-choice and pro-life) constitute political beliefs under Madison law.

292. As Madison interprets it, the bar on “political belief” discrimination in the Madison law forbids public accommodations from taking any action prohibited in this law on the basis of or because of an objection to abortion or same-sex marriage.

293. The Studio is a public accommodation subject to the Madison law’s requirements.

294. As evidenced by applications and statements by Madison officials, Madison interprets the Madison law in a way that prohibits Amy and the Studio from declining its visual storytelling services for requested projects because of Amy and the Studio’s artistic, religious, and political opposition to same-sex marriage or to abortion.

295. As evidenced by applications and statements by Madison officials, Madison interprets the Madison law in a way that prohibits Amy and the Studio from posting a statement on the Studio’s website that explains why Amy and the Studio oppose abortion or same-sex marriage or exclusively support biblical marriage or pro-life positions.

296. As evidenced by applications and statements by Madison officials, Madison interprets the Madison law in a way that prohibits Amy and the Studio from posting a statement on the Studio’s website that explains why Amy and the Studio cannot provide visual storytelling services promoting abortion or same-sex marriage.

297. Since 2006, Madison has investigated at least nine public places of accommodation for allegedly discriminating on the basis of sexual orientation in violation of the Madison law.

298. Since 2006, Madison has investigated at least two public places of accommodation for allegedly discriminating on the basis of political beliefs in violation of the Madison law.

299. Madison investigated the eleven public accommodations referenced in ¶¶ 297-298, but determined that no probable cause existed for a finding of discrimination based on sexual orientation or political beliefs.

The Wisconsin public accommodation law compels and censors the Studio's stories

300. The Wisconsin public accommodation law⁴ makes it unlawful for any person to “[d]eny to another or charge another a higher price than the regular rate for the full and equal enjoyment of any public place of accommodation or amusement because of sex, race, color, creed, disability, sexual orientation, national origin or ancestry.” Wis. Stat. § 106.52(3)(a)(1).

301. The Wisconsin law also makes it unlawful for any person to “[g]ive preferential treatment to some classes of persons in providing services or facilities in any public place of accommodation or amusement because of sex, race, color, creed, sexual orientation, national origin or ancestry.” Wis. Stat. § 106.52(3)(a)(2).

302. The Wisconsin law also makes it unlawful for any person to “directly or indirectly publish, circulate, display or mail any written communication which the communicator knows is to the effect that any of the facilities of any public place of accommodation or amusement will be denied to any person by reason of sex, race, color, creed, disability, sexual orientation, national origin or ancestry or that the patronage of a person is unwelcome, objectionable or unacceptable for any of those reasons.” Wis. Stat. § 106.52(3)(a)(3).

303. The Wisconsin law does not define “unwelcome,” “objectionable,” or “unacceptable,” or explain how these terms should be applied.

304. The Wisconsin law provides that the term “[p]ublic place of accommodation or amusement’ shall be interpreted broadly to include, but not be limited to, places of business or recreation...and any place where accommodations, amusement, goods, or services are available either free or for a consideration, subject to subd. 2.” Wis. Stat. § 106.52(1)(e)(1).

⁴ “Wisconsin public accommodation law” and the “Wisconsin law” as used in this Complaint refer to Wis. Stat. § 106.52.

305. The Wisconsin law exempts certain organizations from its definition of public accommodation.

306. For example, the Wisconsin law exempts “a bona fide private, nonprofit organization or institution [that] provides accommodations, amusement, goods or services during an event in which the organization or institution provides the accommodations, amusement, goods or services to the following individuals only: a. Members of the organization or institution. b. Guests named by members of the organization or institution. c. Guests named by the organization or institution.” Wis. Stat. § 106.52(1)(e)(2).

307. The Wisconsin law does not define “a bona fide private, nonprofit organization or institution.”

308. The Wisconsin law defines sexual orientation by cross-referencing Wis. Stat. § 111.32, which provides that sexual orientation is “having a preference for heterosexuality, homosexuality or bisexuality, having a history of such a preference or being identified with such a preference.” Wis. Stat. § 106.52(1)(g).

309. The Wisconsin law empowers the DWD to administer the Wisconsin law through DWD’s Equal Rights Division and to promulgate rules necessary to carry out the Wisconsin law.

310. The DWD or its duly authorized agents are empowered to “receive and investigate” complaints alleging violation of the Wisconsin law. Wis. Stat. § 106.52(4)(a)(1).

311. The DWD or its duly authorized agents are empowered to “hold hearings, subpoena witnesses, take testimony and make investigations” as needed to enforce the Wisconsin law. Wis. Stat. § 106.52(4)(a)(2).

312. The DWD or its duly authorized agents are empowered to, “upon its own motion...test and investigate for the purpose of establishing violations” of the Wisconsin law. Wis. Stat. § 106.52(4)(a)(2).

313. The DWD or its duly authorized agents are empowered to “test and investigate for the purpose of establishing violations of” the Wisconsin law. Wis. Stat. § 106.52(4)(a)(2).

314. The DWD or its duly authorized agents are empowered to “make, sign and file

complaints alleging violations of” the Wisconsin law. Wis. Stat. § 106.52(4)(a)(2).

315. After receiving or initiating a complaint, DWD investigates and makes a probable cause determination whether the Wisconsin law has been violated. *See* Wis. Stat. § 106.52(4)(a)(4).

316. If the DWD finds probable cause to believe a violation occurred, the DWD “may endeavor to eliminate the act by conference, conciliation and persuasion...” Wis. Stat. § 106.52(4)(a)(4).

317. If that effort fails, the DWD “shall” notify the accused, “requiring” the accused to “answer the complaint at a hearing before an examiner.” Wis. Stat. § 106.52(4)(a)(4).

318. If the DWD (via a hearing examiner) finds by a fair preponderance of the evidence the Wisconsin law has been violated, the examiner “shall make written findings and order such action by the respondent as will effectuate the purpose of” the Wisconsin law. Wis. Stat. § 106.52(4)(a)(4).

319. According to a publication issued by the DWD, “[a]t this time the scope of administrative remedies is not entirely settled, but would likely include at least out-of-pocket expenses, reasonable costs, and attorney fees, cease and desist orders, appropriate training and other ‘make-whole’ type remedies, and fines.” http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_11057_p.pdf.

320. After the examiner issues this order, the accuser or accused may appeal to the Labor and Industry Review Commission (LIRC). *See* Wis. Stat. § 103.001; Wis. Stat. § 106.52(4)(a)(4).

321. On appeal, the LIRC “shall either reverse, modify, set aside or affirm the findings and order in whole or in part, or direct the taking of additional evidence.” Wis. Stat. § 106.52(4)(b)(2).

322. Anyone who willfully violates the Wisconsin law or an order issued under this law for the first time “shall” forfeit not less than \$100 and not more than \$1000. Wis. Stat. § 106.52(4)(d)(1).

323. Anyone who willfully violates the Wisconsin law or an order issued under this law within five years of a prior violation “shall” forfeit not less than \$1000 and not more than \$10,000. Wis. Stat. § 106.52(4)(d)(2).

324. If the DWD finds probable cause that some person or entity violated the Wisconsin law and that person or entity is licensed or chartered under state law, the DWD “shall notify” the relevant licensing or chartering agency, file a complaint with that agency, and request that the agency initiate proceedings “to suspend or revoke the license or charter of such person or take other less restrictive disciplinary action.” Wis. Stat. § 106.52(5).

325. Any person, including the State of Wisconsin, may bring a civil action alleging someone violated the Wisconsin law and if successful may obtain injunctive relief, damages (including punitive damages), costs, and attorney’s fees. Wis. Stat. § 106.52(4)(e).

326. As DWD interprets it, the Wisconsin law forbids public accommodations from taking any practice prohibited in this law on the basis of or because of an objection to same-sex marriage.

327. DWD interprets the prohibition on sexual orientation discrimination in the Wisconsin law to prohibit “discrimination because of being identified as a relative, friend *or significant other* of someone with a particular sexual orientation.” http://dwd.wisconsin.gov/dwd/publications/erd/pdf/erd_14266_p.pdf (emphasis added).

328. In light of this definition, DWD interprets a distinction between same-sex marriage and biblical marriage to be discrimination based on sexual orientation.

329. In light of this definition, DWD interprets the Wisconsin law to outlaw any forbidden action if that action is based on a distinction between same-sex marriage and biblical marriage.

330. The Studio is a public accommodation subject to the Wisconsin law’s requirements.

331. DWD interprets the Wisconsin law in a way that prohibits Amy and the Studio from declining its visual storytelling services for requested projects because of Amy and the

Studio's artistic, religious, and political opposition to same-sex marriage.

332. DWD interprets the Wisconsin law in a way that prohibits Amy and the Studio from posting a statement on the Studio's website that explains why Amy and the Studio oppose same-sex marriage or support biblical marriage exclusively.

333. DWD interprets the Wisconsin law in a way that prohibits Amy and the Studio from posting a statement on the Studio's website that explains why Amy and the Studio cannot provide visual storytelling services promoting same-sex marriage.

334. Since 2006, Wisconsin investigated at least nine public places of accommodation for allegedly discriminating on the basis of sexual orientation in violation of the Wisconsin law.

335. Wisconsin investigated these nine public places of accommodation but as of November 2016 made no findings of probable cause that any of these places discriminated on the basis of sexual orientation in violation of the Wisconsin law.

The Madison and Wisconsin laws endanger the Studio's storytelling

336. Because of the Madison and Wisconsin public accommodation laws and their severe penalties, Amy and the Studio face three options going forward.

337. First, Amy and the Studio could comply with these laws, perform visual storytelling services promoting same-sex marriage and pro-abortion groups, and refrain from explaining Amy's beliefs about marriage and the sanctity of life on the Studio's website.

338. But Amy cannot take this first option because it violates her artistic, political, and religious beliefs.

339. Second, Amy and the Studio could violate these laws by declining to create visual storytelling services promoting same-sex marriage and pro-abortion groups; by posting statements on the Studio's website explaining Amy's beliefs about marriage and the sanctity of life; and by posting statements on the Studio's website explaining why the Studio cannot create visual storytelling services promoting same-sex marriage or pro-abortion groups.

340. But Amy will not take this second option because she does not want to violate the Madison and Wisconsin laws and suffer their penalties.

341. Third, Amy and the Studio could refrain from creating any visual storytelling services related to weddings and organizations, could refrain from posting statements on the Studio's website explaining Amy's beliefs in biblical marriage and in the sanctity of life, and could refrain from posting statements explaining why the Studio cannot create visual storytelling services promoting same-sex marriage or pro-abortion groups.

342. Amy and the Studio have temporarily taken this third option to avoid violating the Madison and Wisconsin laws.

343. Specifically, Amy and the Studio have stopped accepting any new requests for visual storytelling services related to weddings and refrained from posting any statement on its website explaining Amy's beliefs against same-sex marriage, her beliefs in favor of biblical marriage exclusively, or her reasons why the Studio cannot create visual storytelling services promoting same-sex marriage.

344. Amy has already declined to answer several requests for the Studio's pricing for wedding photography because of the Madison and Wisconsin laws.

345. The Studio has also lost the opportunity to grow its business because the Studio has decided not to promote its visual storytelling services on wedding websites like the Knot and Wedding Wire, at wedding expos like the Madison Wedding Planner & Guide Winter Bridal Show, and at monthly networking meetings like the Madison chapter of the Rising Tide Society⁵ for fear of attracting objectionable wedding requests.

346. Amy and the Studio desire to participate in the Madison Wedding Planner & Guide Winter Bridal Show on January 13-14, 2018 and in the Rising Tide Society meetings on the second Tuesday of each month.

347. But Amy and the Studio are unable to plan, prepare for, or participate in this wedding expo or the Rising Tide Society meetings until they know whether they can operate in

⁵ Rising Tide Society is a national group that seeks to build community between those in creative industries. See <https://www.risingtidesociety.com/meet-us/>.

the wedding industry in accordance with their beliefs.

348. Just as for weddings, the Studio has also stopped accepting new requests for visual storytelling services related to organizations and refrained from posting any statement on its website explaining Amy's beliefs against abortion, her pro-life views, or her reasons why the Studio cannot create visual storytelling services promoting pro-abortion groups.

349. Amy has also refrained from reaching out to pro-life pregnancy health clinics in Madison to see if they need any commissioned visual storytelling services.

350. In terms of what Amy wants to but has not posted, she wants to post a particular statement on the "about" page of the Studio's website that explains her beliefs about photography, marriage, and abortion and about why the Studio cannot perform visual storytelling services promoting same-sex marriage and pro-abortion groups.

351. A true and correct copy of this statement is attached to this complaint as Exhibit 1.

352. Amy also desires to send an email politely declining any request for the Studio to perform visual storytelling services that violate Amy's artistic, political or religious beliefs.

353. For example, Amy desires to send the following email or its near equivalent to anyone who requests visual storytelling services for a same-sex wedding:

Thank you so very much for contacting Amy Lynn Photography Studio. Amy Lynn Photography Studio seeks to tell amazing stories with photographs and words that promote the beauty and truth all around us. Unfortunately, I've determined that I can't provide what you have requested while staying true to my artistic, political, and religious beliefs. So I am going to have to decline your request. But I greatly value you and your willingness to reach out. There are many other great photographers in the area who will do a great job for you and who can capture your wedding much better than I can. Here is a link with a list of 214 Wisconsin photographers who will photograph same-sex wedding ceremonies. <http://gayweddings.com/vendors/?e-search=1&f-zip=Wisconsin&f-cat=photography&submit=search>. I hope you find someone on that list who fits your needs. Thank you again!

354. Amy desires to send a similar email to anyone who requests any other visual storytelling services that violate Amy's artistic, religious, or political beliefs.

355. But Amy and the Studio will not send such an email, will not post their desired statement on the Studio’s website, will not seek to promote wedding or organization related services, will not reach out to pro-life pregnancy health clinics to see if they need any visual storytelling services, and will not accept any visual storytelling services for weddings or for organizations for fear of violating the Madison and Wisconsin laws.

356. If not for the Madison and Wisconsin laws, the Studio would immediately post the statement in ¶ 351 on its website, begin to promote wedding and organization related services, begin to reach out to pro-life pregnancy health clinics to see if they need any visual storytelling services, begin to accept requests again for visual storytelling services for weddings and organizations, and send the emails described in ¶¶ 353-354 to anyone who requests visual storytelling services that violate Amy’s artistic, religious, and political beliefs.

357. But this third option — not photographing and posting — also violates Amy’s artistic and religious beliefs because Amy is artistically and religiously motivated and obligated to follow God’s calling to create visual storytelling services and to operate her business in a way that promotes biblical marriage and the sanctity of human life.

358. Left with no option that does not violate either her faith, her art, or the law, Amy and the Studio have no choice but to challenge the Madison and Wisconsin laws for violating the Wisconsin Constitution.

The Madison and Wisconsin laws ban some stories, not others

359. While the Wisconsin and Madison public accommodation laws prevent Amy and the Studio from expressing their artistic, political, and religious beliefs and compel them to promote views that violate their beliefs, these laws impose no such requirements on speakers who espouse different viewpoints on the topics of marriage and abortion.

360. This disparate treatment turns solely on the particular view that an expressive business holds and expresses regarding marriage and abortion.

361. If Madison and Wisconsin public accommodations decline a request to create commissioned art, blogs, or other forms of speech because that speech supports same-sex

marriage, Madison and Wisconsin punish them for violating their respective public accommodation laws.

362. If Madison and Wisconsin public accommodations post a statement on their websites explaining why they oppose same-sex marriage or why they exclusively support biblical marriage or why they cannot provide visual storytelling services promoting same-sex marriage, Madison and Wisconsin punish them for violating their respective public accommodation laws.

363. But if Madison and Wisconsin public accommodations create commissioned art, blogs, or other forms of speech that promote same-sex marriage, Madison and Wisconsin allow them to do so under their respective public accommodation laws.

364. And if Madison and Wisconsin public accommodations post photographs of same-sex couples and same-sex weddings or post statements supporting same-sex marriage or post statements criticizing opposition to same-sex marriage, Madison and Wisconsin allow them to do so under their respective public accommodation laws.

365. Madison and Wisconsin allow public accommodations to post these pro-same-sex marriage photographs and statements even though they have the effect to communicate that the patronage of persons or organizations who believe in biblical marriage is unwelcome, objectionable, and unacceptable.

366. For example, many photographers in Madison and in Wisconsin promote same-sex weddings on their websites by offering to photograph same-sex wedding ceremonies.

367. The online directory here <http://gayweddings.com/vendors/?e-search=1&f-zip=Wisconsin&f-cat=photography&submit=search> lists 214 photographers in Wisconsin who will photograph same-sex weddings.

368. Of those 214 photographers, the on-line directory identifies 27 in Madison who will photograph same-sex weddings.

369. Many photographers in Madison also promote and display pictures of same-sex wedding ceremonies on their websites.

370. The Madison-based photographers who do so include at least the following: Paulius Musteikis Photography, formerly Queens and Hearts (<https://pauliusmusteikis.co/>); Dutcher Photography (<http://www.robandsamphoto.com/>); Tim Fitch Photography (<http://timfitch.com/>); Quicksilver Wedding Photography (<http://www.quicksilverweddingphotography.com/>); Nick Wilkes Photography (<http://www.nickwilkesphotography.com/>); and Maureen Cassidy Photography (<http://maureencassidyphotography.com/>).

371. Many of these Madison photographers also promote same-sex marriage by displaying photographs of same-sex weddings on their blogs and writing comments celebrating these ceremonies.

372. The photographers with such blogs include at least the following: Paulius Musteikis Photography (<https://pauliusmusteikis.co/lgbt-wedding-madison-wisconsin/>); Dutcher Photography (<http://www.robandsamphoto.com/blog/2016/11/17/daniel-seth-a-clue-themed-wi-wedding>); Tim Fitch Photography (<http://timfitch.com/gallery/madison-wi-wedding-alan-dean/>); Quicksilver Wedding Photography (<http://www.quicksilverweddingphotography.com/blog/ali-amy-s>); Nick Wilkes Photography (<http://www.nickwilkesphotography.com/blog/wedding-decorah-iowa>); and Maureen Cassidy Photography (<http://maureencassidyphotography.com/bruce-sean-capitol-theater-wedding/>).

373. Besides these Madison photographers, many other Wisconsin photographers promote and display pictures of same-sex wedding ceremonies and couples on their blogs.

374. The Wisconsin photographers who do so includes the following: Reminisce Studio (<http://www.capturingyourday.com/category/lgbt/>) and Jennifer Brindley Photography (<http://jenniferbrindleyphotography.com/blog/category/glb>).

375. Photographers in Wisconsin and Madison also have websites with written statements that support same-sex marriage or acknowledge the photographer's willingness to photograph same-sex weddings.

376. For example, Paulius Musteikis Photography, Nick Wilkes Photography, Jennifer

Brindley Photography, and Maureen Cassidy Photography all have websites that contain pro-same-sex marriage statements.

377. Their websites are viewable here: <http://www.queensandhearts.com/faq-wisconsin-documentary-photographers/>; <https://pauliusmusteikis.co/same-sex-wedding-madison-wi-almost-didnt-happen/>; <http://www.nickwilkesphotography.com/blog/wedding-decorah-iowa>; <http://jenniferbrindleyphotography.com/blog/gay-marriage-wisconsin-milwaukee-photographer-over-the-vines>; <http://jenniferbrindleyphotography.com/blog/for-all-our-lgbt-friends-in-milwaukee-and-beyond>; <http://maureencassidyphotography.com/faq-maureen-cassidy-photography/>.

378. Just as it does for same-sex marriage, Madison treats public accommodations differently based on what political beliefs those accommodations promote.

379. If Madison public accommodations decline a client's request to create commissioned art, blogs, or other forms of speech because that speech supports abortion or same-sex marriage, Madison punishes them for violating its public accommodation law.

380. If Madison public accommodations post a statement on their websites explaining why they oppose abortion or same-sex marriage or why they support pro-life views or biblical marriage exclusively or why they cannot provide visual storytelling services for organizations that promote abortion or same-sex marriage, Madison punishes them for violating its public accommodation law.

381. But if Madison public accommodations create commissioned art, blogs, or other forms of speech that promote abortion or same-sex marriage, that promote organizations supporting abortion or same-sex marriage, or that explain why the public accommodation can create commissioned speech supporting pro-abortion or pro-same-sex marriage organizations, Madison allows them to do so under its public accommodation law.

382. And if Madison public accommodations post photographs promoting abortion, same-sex marriage, or groups supporting these beliefs or if Madison public accommodations post statements supporting these beliefs or post statements criticizing pro-life views, biblical

marriage, or groups supporting these critical beliefs, Madison allows them to do so under its public accommodation law.

383. Madison allows public accommodations to post these pro-abortion and pro-same-sex marriage photographs and statements even though they have the effect to communicate that the patronage of persons or organizations who support pro-life views or biblical marriage is unwelcome, objectionable, and unacceptable.

384. For example, Wendi Kent is a photographer, painter, and sculptor based in Madison who entertains requests from the general public for her expressive services. *See* http://wendikentphotography.com/?page_id=207 (“I also paint and sculpt from found objects. Please contact me for pricing. If you have an interesting place of work and need photos, drop me a line.”).

385. Ms. Kent’s website specifies that she is interested in “politics” and is “a reproductive rights activist.”

386. Ms. Kent uses her photographs and her business website to promote abortion.

387. For example, Ms. Kent travels around the country, photographs abortion protestors, and then blogs about those protestors in an effort to bring “the actions and faces of protestors front and center.”

388. Ms. Kent’s pro-abortion photographs and blogs are available here: http://wendikentphotography.com/?page_id=793.

389. Emily R. Mills is a for-profit writer, speaker, editor, social media manager, musician, photographer, actor, and event producer based in Madison who entertains requests from the general public for her expressive services. *See* <https://emilymills.wordpress.com/> (“I’m available as a guest speaker on topics ranging from grassroots journalism, new media, alternative event organization, Wisconsin politics, LGBTQ issues, and more. Contact me at...”); <https://emilymills.wordpress.com/writing/> (describes herself as a “freelancer” for Isthmus magazine); <https://emilymills.wordpress.com/photography/> (“I’m available for hire for specific projects, head shots, news, etc. – contact me at...”); <https://emilymills.wordpress.com/acting/>

(“My resume includes a few other web series’, short film projects, and a long list of theatrical productions – and I’m available for work in all formats.”).

390. Ms. Mills uses her creative services and her website to support and promote pro-LGBTQ political viewpoints.

391. On her homepage, Ms. Mills lists the topic of “LGBTQ issues” as one for which she will provide speaking services.

392. On another part of her website, Ms. Mills offers event organization services, focusing on “alternative entertainment” including “drag shows.” *See* <https://emilymills.wordpress.com/events/>.

393. Huck/Konopacki Cartoons is a for-profit expressive business based in Madison that entertains requests from the general public to create political cartoons. *See* <http://huckkonopackicartoons.com/purchase/buy-our-cartoons/> (“We draw cartoons specific to order. Our fee is \$300 per cartoon for small local unions...”).

394. Huck/Konopacki Cartoons uses their cartoons and the blog located on their website to promote political views traditionally held by Democrats and to criticize political views traditionally held by Republicans.

395. For example, the company has created and posted cartoons on its website comparing Scott Walker to Hitler and to locusts. *See* <http://huckkonopackicartoons.com/mike-konopacki-cartoons/konopackis-blog/>.

396. The company has also created and posted cartoons on its website promoting same-sex marriage. *See* <http://huckkonopackicartoons.com/liberty-and-justice-for-all/>.

397. The company has also posted statements on its website criticizing Republicans and Scott Walker. *See* <http://huckkonopackicartoons.com/strip-mind/>.

398. Neither Madison nor Wisconsin has investigated or prosecuted any of the businesses identified in ¶¶ 366-377, 384-397 for violating the Madison or the Wisconsin laws.

399. Amy and the Studio support the rights of the businesses identified in ¶¶ 366-377, 384-397 to create art, blog posts, and other expressive mediums consistent with their owners’

beliefs.

400. Amy and the Studio support the rights of the businesses identified in ¶¶ 366-377, 384-397 to decline any requests for commissioned artwork, blog posts, or any other expressive medium because that request is inconsistent with the owners' beliefs.

401. Amy and the Studio simply want these same freedoms.

Legal Allegations

402. Amy and the Studio are subject to and must comply with Madison and Wisconsin laws, including the public accommodation laws challenged in this lawsuit.

403. The Madison and Wisconsin laws chill and deter Amy and the Studio from exercising their constitutional rights, which constitutes irreparable harm.

404. Amy and the Studio do not have an adequate monetary remedy or remedy at law for the loss of their constitutional rights.

First Cause of Action

Wisconsin Constitution Art. 1, § 3: Freedom of Speech

405. Plaintiffs reallege each allegation contained in ¶¶ 1–404 of this Complaint.

406. Art. 1, § 3 of the Wisconsin Constitution protects Amy's and the Studio's right to speak, to publish speech, to create speech, to sell speech, to operate their expressive business, to expressively associate, to be free from content and viewpoint discrimination, to be free from unconstitutional conditions, to be free from vague laws allowing unbridled discretion, and to be free from overbroad laws.

407. Art. 1, § 3 also protects Amy's and the Studio's right to not speak, to not publish, to not create, to not sell speech, and to not expressively associate.

408. Amy and the Studio engage in their own protected speech when they create, publish, and sell photographs and words; when they associate with others to create, publish, and sell photographs and words; when they operate their expressive business to create, publish and sell photographs and words.

409. Amy and the Studio also engage in their own protected speech when they choose

not to create, publish, or sell photographs or words; when they choose not to associate while creating, publishing, and selling photographs or words; and when they operate their expressive business and choose not to create, publish, or sell photographs or words.

410. Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) ban, deter, and prevent Amy and the Studio from creating and publishing their desired and constitutionally protected speech, including the statement in Exhibit 1, based on content and viewpoint and vague and overbroad language that allows unbridled discretion.

411. Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) also regulate Amy and the Studio's speech and expressive business based on content and viewpoint and vague and overbroad language that allows unbridled discretion.

412. Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) deter and prevent Amy and the Studio from creating, publishing, and selling their desired and constitutionally protected speech.

413. Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) compel Amy and the Studio to create, publish, sell, and associate with unwanted and objectionable speech.

414. Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) regulate Amy's and the Studio's speech and their expressive business based on content and viewpoint.

415. Amy and the Studio have not and will not engage in their desired and protected speech to avoid violating the Madison and Wisconsin laws.

416. If not for the Madison and Wisconsin laws, Amy and the Studio would immediately engage in their protected speech, including creating and publishing their desired photographs and words and declining requests to create objectionable photographs and words.

417. Amy and the Studio currently suffer ongoing harm because of the Madison and Wisconsin public accommodations laws.

418. Because the Madison and Wisconsin laws infringe rights under Art. 1, § 3, these laws and Defendants' enforcement of them chill, deter, and restrict Amy and the Studio from exercising their speech rights under Art. 1, § 3.

419. Defendants do not serve any compelling or a valid interest in a narrowly tailored way by infringing the Art. 1, § 3 rights of Amy and the Studio.

420. Accordingly, as applied to Amy and the Studio, Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) violates their Art. 1, § 3 right to free speech.

421. Accordingly, facially and as applied to Amy and the Studio, Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) violates their Art. 1, § 3 right to free speech.

Second Cause of Action

Wisconsin Constitution Art. 1, § 18: Freedom of Conscience

422. Plaintiffs reallege each allegation contained in ¶¶ 1–404 of this Complaint.

423. Art. 1, § 18 of the Wisconsin Constitution protects Amy’s and the Studio’s right to operate their business, to speak, and to associate in ways consistent with their conscience and religious beliefs.

424. Art. 1, § 18 protects Amy’s and the Studio’s right to not speak, to not associate, and to not operate their business in ways consistent with their conscience and religious beliefs.

425. Amy and the Studio have sincerely held religious beliefs that motivate and require them to operate their business, to speak, to associate, to not speak, to not associate, and to not operate their business in ways that promote and do not contradict their religious beliefs about truth, beauty, marriage, and the sanctity of life.

426. Art. 1, § 18 requires that any burden on a sincerely held religious belief be justified by a compelling government interest and regulated in a narrowly tailored way.

427. Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) burden Amy’s and the Studio’s sincerely held religious beliefs by banning, deterring, and preventing their religiously motivated and required speech, including the statement in Exhibit 1.

428. Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) burden Amy’s and the Studio’s sincerely held religious beliefs by preventing them from operating their business in accordance with their religious beliefs about truth, beauty, marriage, and the sanctity of life.

429. Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) burden Amy’s

and the Studio's sincerely held religious beliefs by deterring and preventing their religiously motivated and required speech, by compelling speech they are religiously obligated to avoid, and by requiring them to operate their business in ways that violate their religious beliefs about truth, beauty, marriage, and the sanctity of life.

430. The Madison and Wisconsin laws effectively prevent Amy and the Studio from owning and operating an expressive business and from speaking their religiously-desired and required messages, from not speaking in ways required by their faith, and from adhering to key aspects of their faith.

431. The Madison and Wisconsin laws and Defendants' enforcement of them substantially burden and impose severe coercive pressure on Amy and the Studio to change or violate their religious beliefs.

432. Defendants do not serve any compelling or valid interest in a narrowly tailored way by infringing the Art. 1, § 18 rights of Amy and the Studio.

433. Accordingly, as applied to Amy and the Studio, Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) violate their Art. 1, § 18 right to freely exercise their religion.

434. Accordingly, facially and as applied to Amy and the Studio, Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) violate their Art. 1, § 18 right to freely exercise their religion.

Third Cause of Action

Wisconsin Constitution Art. 1, § 1: Equal Protection

435. Plaintiffs reallege each allegation contained in ¶¶ 1–404 of this Complaint.

436. Art. 1, § 1 of the Wisconsin Constitution guarantees equal protection of the laws.

437. The Madison and Wisconsin laws and Defendants' enforcement of them treat the Studio's and Amy's religious and artistic speech and religious exercise differently from those similarly situated to the Studio and Amy.

438. The Madison and Wisconsin laws and Defendants' enforcement of them violate several of Amy's and the Studio's fundamental rights, such as their freedom of speech, freedom

of conscience, and freedom to due process.

439. When the enforcement of laws infringe on such fundamental rights, courts presume discriminatory intent.

440. Defendants' enforcement of their laws also deserves this presumption of discriminatory intent because Defendants discriminate against Amy and the Studio and those like them who hold traditional Christian beliefs about marriage and the sanctity of life.

441. Defendants discriminate in this way by using the Madison and Wisconsin laws to restrict Amy and the Studio and those with beliefs like them and by not restricting photographers who support same-sex marriage and abortion.

442. This discriminatory enforcement of the Madison and Wisconsin laws violates Amy's and the Studio's fundamental rights, such as their freedom of speech, due process, and religious exercise.

443. Defendants do not serve any compelling or valid interest in a narrowly tailored way by infringing the Art. 1, § 1 rights of the Studio and Amy.

444. Accordingly, as applied to Amy and the Studio, the Madison and Wisconsin laws violate their Art. 1, § 1 right to equal protection of the laws.

Fourth Cause of Action

Wisconsin Constitution Art. 1, § 1: Due Process

445. Plaintiffs reallege each allegation contained in ¶¶ 1–404 of this Complaint.

446. Art. 1, § 1 of the Wisconsin Constitution guarantees persons the right to procedural and substantive due process of law, which includes the right to own and operate a business, to earn a livelihood free from unreasonable governmental interference, and to be free from vague guidelines granting officials unbridled discretion.

447. Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) unreasonably interfere with Amy's and the Studio's due process rights by threatening them with severe penalties if they operate the Studio consistent with their religious, political, and artistic beliefs.

448. Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) unreasonably

interfere with Amy's and the Studio's due process rights by threatening them with severe penalties if they operate the Studio consistent with their religious, political, and artistic beliefs.

449. Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) unreasonably interfere with Amy's and the Studio's due process rights by containing vague language granting unbridled discretion.

450. This vague language includes the prohibition making it illegal for any person "to directly or indirectly publish, circulate, display, mail or otherwise disseminate any written communication" that the communicator knows is to the effect that "that the patronage of a person is unwelcome, objectionable or unacceptable" because of sexual orientation or "political beliefs" defined as "one's opinion, manifested in speech or association, concerning the social, economic and governmental structure of society and its institutions."

451. If not for the vagueness in Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3), Amy and the Studio would immediately speak their desired messages.

452. Defendants do not serve any compelling or valid interest in a narrowly tailored way by infringing the Art. 1, § 1 rights of the Studio and Amy.

453. Accordingly, as applied to Amy and the Studio, Madison Code § 39.03(5)(a) and Wis. Stat. § 106.52(3)(a)(1)-(2) violate their Art. 1, § 1 right to due process.

454. Accordingly, facially and as applied to Amy and the Studio, Madison Code § 39.03(5)(b) and Wis. Stat. § 106.52(3)(a)(3) violate their Art. 1, § 1 right to due process.

Prayer for Relief

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

1. A preliminary injunction and permanent injunction to stop Madison and any person acting in concert with it from: a) enforcing Madison Code § 39.03(5)(a) as-applied to Plaintiffs' constitutionally protected activities; and b) enforcing Madison Code § 39.03(5)(b) facially and as-applied to Plaintiffs' constitutionally protected activities.
2. A preliminary injunction and permanent injunction to stop the DWD, the named DWD

officials, and any person acting in concert with them from: a) enforcing Wisconsin Statute § 106.52(3)(a)(1)-(2) as-applied to Plaintiffs' constitutionally protected activities; and b) enforcing Wis. Stat. § 106.52(3)(a)(3) facially and as-applied to Plaintiffs' constitutionally protected activities.

3. A declaration that Madison Code § 39.03(5)(a) and Wisconsin Statute § 106.52(3)(a)(1)-(2) violate the Wisconsin Constitution's Free Speech Clause (Wis. Const. art. I, § 3), Freedom of Conscience Clause (Wis. Const. art I, § 18), and Equal Protection and Due Process Clause (Wis. Const. art. I, § 1) as-applied to Plaintiffs' constitutionally protected activities;
4. A declaration that Madison Code § 39.03(5)(b) and Wisconsin Statute § 106.52(3)(a)(3) violate the Wisconsin Constitution's Free Speech Clause (Wis. Const. art. I, § 3), Freedom of Conscience Clause (Wis. Const. art I, § 18), and Equal Protection and Due Process Clause (Wis. Const. art. I, § 1) facially and as-applied to Plaintiffs' constitutionally protected activities;
5. That this Court retain jurisdiction of this matter for the purpose of enforcing its orders and that it adjudge, decree, and declare the parties' rights and other legal relations to the subject here in controversy so that these declarations have the force and effect of final judgment;
6. That the Court award Plaintiffs' costs and expenses of this action, including statutory and reasonable attorneys' fees, in accordance with Wis. Stat. §§ 814.01-02, Wis. Stat. 814.036, Wis. Stat. § 814.04, Wis. Stat. § 806.04(10), Wis. Stat. § 814.24, and the private attorney general doctrine, see *Hartman v. Winnebago Cty.*, 216 Wis. 2d 419, 433 n.8, 574 N.W.2d 222, 229 n.8 (1998);
7. That this Court issue the requested injunctive relief without a condition of bond or other security being required of Plaintiffs; and
8. That the Court grant any other relief that it deems equitable and just in the circumstances.

Respectfully submitted this 7th day of March, 2017.

By: Electronically signed by Michael D. Dean

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**Pro Hac Vice Applications Forthcoming*

Attorneys for Plaintiffs

Verification

I, Amy Lawson, verify under penalty of perjury that I have read the above complaint and its contents. I also verify that, to the best of my knowledge and recollection, the matters stated in the complaint are true and correct, except for the matters stated on information and belief, and I believe these matters to be true.

Signed this 5th day of March, 2017.



Amy Lawson

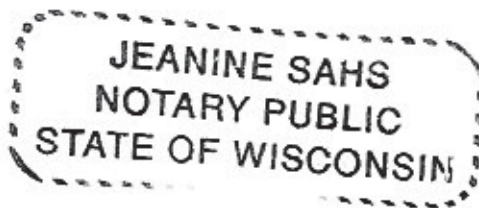
State of Wisconsin
Dane County

Amy Lawson personally appeared before me (or on the basis of satisfactory evidence proved her identification to me), a Notary Public of the State and County stated above, and Ms. Lawson verified to me under oath that she has read the above complaint and that the contents of this complaint are true and correct and are based on her personal knowledge and recollection, except for matters stated on information and beliefs, and for these matters, Ms. Lawson verified that she believes these matters to be true.

Subscribed and sworn to me on
this 5 day of March, 2017


Jeanine SaHS
Notary Public, State of Wisconsin

01/20/2018
My Commission Expires



Certificate of Service

I hereby certify that on March 7, 2017, I electronically filed the foregoing paper with the Clerk of Court; and I hereby certify that the foregoing paper will be served via private process server with the Summons to the following participants:

City of Madison
Clerk, Maribeth Witzel-Behl
City-County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703

Ray Allen
Secretary for the Wisconsin Department of
Workforce Development
201 E. Washington Avenue
Madison, WI 53703

Jim Chiolino
Administrator for the Equal Rights Division of
the Department of Workforce Development
201 E. Washington Ave, Room A100
Madison, WI 53703

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