

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

**Emilee Carpenter, LLC d/b/a  
Emilee Carpenter Photography  
and Emilee Carpenter,**

**Plaintiffs,**

**v.**

**Letitia James, in her official capacity  
as Attorney General of New York and  
Denise Miranda, in her official  
capacity as Commissioner of the New  
York State Division of Human Rights,**

**Defendants.**

**Case No. 6:21-cv-06303-FPG-CDH**

**Consent Decree**

Emilee Carpenter, LLC and Emilee Carpenter (“Plaintiffs”), Defendant Letitia James, in her official capacity as Attorney General of New York, and Defendant Denise Miranda, in her official capacity as Commissioner of the New York State Division of Human Rights (collectively, “State Defendants”) share the mutual desire to resolve this action and to avoid protracted, expensive, and unnecessary litigation. Subject to this Court’s approval, Plaintiffs and State Defendants (the “Parties”) stipulate and agree to the following Consent Decree.

### **Recitals**

1. Plaintiffs commenced the above-referenced action (the “Action”) seeking declaratory judgment and injunctive relief against State Defendants.
2. Plaintiffs, by their attorneys, Bryan Neihart, Henry Frampton, Raymond Dague, and Jonathan Scruggs, and State Defendants, by their attorneys, Letitia James, Attorney General of the State of New York, Richard Sawyer, Section Chief, Sandra Pullman, Senior Counsel, Heather L. McKay and Rachel Finn, Assistant Attorneys General, of counsel, desiring to resolve the one remaining claim in this Action against State Defendants, and, having negotiated in good faith for that purpose, agree to this Consent Decree.
3. None of the Parties is an infant or incompetent person for whom a committee has been appointed, and no person not a party or previously named party has an interest in the subject matter of this Action.

### **Jurisdiction**

4. The Parties consent to this Court’s jurisdiction over them and the subject matter of the remaining claim in the Action and stipulate that venue lies in the United States District Court for the Western District of New York. This Court retains jurisdiction to modify this Consent Decree and enforce any action seeking to

enforce the Consent Decree's terms, whether an action for specific performance, contempt, or any other relief.

5. The Parties agree that any dispute concerning compliance with this Consent Decree shall first require the disputing party to meet and confer in good faith to resolve the dispute. Should the Parties remain unable to resolve the dispute on their own, the disputing party may request a compliance hearing with the Court to resolve the dispute within thirty (30) days of the meet-and-confer.

6. State Defendants agree that they will stay any investigation or enforcement action pending against Plaintiffs that is the subject of a dispute concerning compliance with this Consent Decree until after the dispute is resolved by the Parties or by the Court.

#### **Duration**

7. The duration of the Consent Decree shall be as long as Plaintiffs offer paid wedding photography services to the general public.

8. The effective date is the date this Court signs the Consent Decree.

#### **Injunctive Terms and Scope**

9. State Defendants, and their officers, agents, servants, employees, attorneys, and those persons in active concert or participation with them, are hereby enjoined from enforcing the following:

- New York's Accommodations (N.Y. Exec. Law § 296.2(a)) and Discrimination (N.Y. Civ. Rts. Law § 40-c(2)) Clauses to force Plaintiffs to offer to same-sex couples the same engagement- and wedding-photography services they provide to opposite-sex couples;
- New York's Accommodations (N.Y. Exec. Law § 296.2(a)) and Discrimination (N.Y. Civ. Rts. Law § 40-c(2)) Clauses to prevent

Plaintiffs from adopting their desired Beliefs and Practices policy (Verified Complaint Exhibit 1, Doc. 1–1);

- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)), Discrimination (N.Y. Civ. Rts. Law § 40-c(2)), and Publication (N.Y. Exec. Law § 296.2(a)) Clauses to prevent Plaintiffs from asking prospective clients questions sufficient to determine whether they seek photography services celebrating a same-sex wedding or engagement or from asking materially similar questions; and
- New York’s Accommodations (N.Y. Exec. Law § 296.2(a)), Discrimination (N.Y. Civ. Rts. Law § 40-c(2)), and Publication (N.Y. Exec. Law § 296.2(a)) Clauses to prevent Plaintiffs from posting their desired statement (Verified Complaint Exhibit 2, Doc. 1–2) on their website or from making materially similar statements on their website, social media sites, or directly to prospective clients.

10. Except in these limited respects, Plaintiffs otherwise remain subject to New York’s Human Rights and Civil Rights Laws, including the prohibition on refusing service based on a customer’s sexual orientation. Likewise, except in these limited respects, State Defendants remain empowered to enforce New York’s Human Rights and Civil Rights Laws against Plaintiffs to the full extent permitted by law.

### **Attorneys’ Fees and Costs**

11. State Defendants shall pay attorney’s fees and costs to Plaintiffs, made payable to Plaintiffs’ counsel, Alliance Defending Freedom, 15100 N. 90th Street, Scottsdale, AZ 85260 (if mailed, please send “Attn: Amanda Duffy”), in the total amount of \$225,000.00. Plaintiffs and Plaintiffs’ attorneys shall not seek additional attorney’s fees or costs from State Defendants arising from this Action under 42 U.S.C. § 1988 or any other provision of law.

12. Payment of the amount specified in Paragraph 11 of this Consent Decree is conditioned upon and subject to the approval of all appropriate State officials in accordance with N.Y. Pub. Off. Law § 17. If such approval is denied, the Action will be restored to the Court's docket for the sole purpose of determining the amount of attorneys' fees and costs to be awarded to Plaintiffs. Plaintiffs and Plaintiffs' attorneys agree to execute and deliver all necessary and appropriate vouchers and other documentation requested with respect to obtaining such approval and effectuating payment.

13. In the event that the payment specified in Paragraph 11 of this Consent Decree has not been made by the one hundred twentieth (120th) day after receipt by the Office of the New York State Attorney General (OAG) of a "So Ordered" copy of this Consent Decree, entered into the record by the Clerk of Court, together with all other documentation required under Paragraph 12 of this Consent Decree, interest on any part of the settlement amount not paid by the one hundred twentieth (120th) day shall accrue at the statutory rate prescribed by 28 U.S.C. § 1961, commencing on the one hundred twenty-first (121st) day after receipt by the Office of the Attorney General of all documentation required under Paragraph 12 of this Consent Decree.

14. It is understood and agreed that any taxes, or interest or penalties on taxes, which may attach to the payment specified in Paragraph 11 of this Consent Decree, by operation of law or otherwise, shall be the sole and complete responsibility of Plaintiffs and Plaintiffs' attorneys, and that Plaintiffs and Plaintiffs' attorneys shall have no claim, right or cause of action against Defendants or the State of New York (including, but not limited to, any and all present and former agencies, departments, divisions, subdivisions, subsidiaries, administrators, principals, officers, employees, directors, members, agents, attorneys, insurers, and assigns, whether in an individual or official capacity) on account of such taxes, interest or penalties. Plaintiffs agree that they will defend, indemnify, and hold harmless Defendants and the State of New York (including, but not limited to, any

and all present and former agencies, departments, divisions, subdivisions, subsidiaries, administrators, principals, officers, employees, directors, members, agents, attorneys, insurers, and assigns, whether in an individual or official capacity), in any claim, proceeding, action, or demand brought in any forum or manner, judicial, administrative or otherwise, to satisfy or for the satisfaction of any such tax or interest or penalty on such tax. Notwithstanding anything to the contrary in this Paragraph 14, Plaintiffs fully reserve the right to contest in any forum or proceeding whether they owe or are liable for (and the amount of any such liability) any taxes or interest or penalty on such taxes for the fees and costs specified in Paragraph 11.

15. It is understood and agreed that any liens, setoffs, deductions, or recoupments of any kind (including, but not limited to, any and all workers' compensation, tax, Medicare, Medicaid, unemployment compensation or benefits, or child support liens) which may attach to the payment specified in Paragraph 11 of this Consent Decree, by operation of law or otherwise, shall be the sole and complete responsibility of Plaintiffs and Plaintiffs' attorneys, and that Plaintiffs and Plaintiffs' attorneys shall have no claim, right or cause of action against Defendants or the State of New York (including, but not limited to, any and all present and former agencies, departments, divisions, subdivisions, subsidiaries, administrators, principals, officers, employees, directors, members, agents, attorneys, insurers, and assigns, whether in an individual or official capacity) on account of such taxes, interest or penalties. Plaintiffs agree that they will defend, indemnify, and hold harmless Defendants and the State of New York (including, but not limited to, any and all present and former agencies, departments, divisions, subdivisions, subsidiaries, administrators, principals, officers, employees, directors, members, agents, attorneys, insurers, and assigns, whether in an individual or official capacity), in any claim, proceeding, action, or demand brought in any forum or manner, judicial, administrative or otherwise, to satisfy or for the satisfaction of any such any liens, setoffs, deductions, or

recoupments.

### **Amendments and General Provisions**

16. The failure to enforce any alleged violation of any term of this Consent Decree by the Plaintiffs shall not constitute or be deemed or construed to constitute any waiver of such violation or any other violation. No amendment to, change of, or suspension or waiver of this Consent Decree shall be binding or of any force or effect unless and until signed by the Parties or their authorized counsel and “So Ordered” by the Court.

17. Nothing in this Consent Decree shall be construed as precluding the Plaintiffs from initiating any action in state or federal court against State Defendants for any unlawful conduct unrelated to the activities described in paragraph 9 or for being in non-compliance with this Consent Decree.

18. Nothing in this Consent Decree shall be construed to limit Plaintiffs from lawfully exercising their rights under the United States Constitution.

19. Except to the extent provided above, nothing in this Consent Decree shall be construed to limit or interfere with State Defendants’ enforcement of all applicable laws.

20. Through this Consent Decree, the Court is not making any finding or determination of liability or wrongdoing. This Consent Decree operates as a final judgment in this matter for res judicata and all other purposes. This Consent Decree shall have no precedential value or effect whatsoever outside of this Action and shall not be admissible in any other action or proceeding as evidence or for any other purpose except (1) in an action or proceeding to enforce the Consent Decree or (2) in an action or proceeding against Plaintiffs for alleged activities materially similar to those described in Paragraph 9.

21. The terms of this Consent Decree shall bind the Parties and their successors in office, agents, servants and employees, and those persons in action, concert, or participation with them who receive actual notice of this judgment by personal service or otherwise.



22. This Consent Decree embodies the entire agreement of the Parties.

IT IS SO ORDERED this 22<sup>nd</sup> day of July, 2025.

  
UNITED STATES DISTRICT JUDGE  
Hon. Paul P. Geraci, Jr.

By their signatures below, the Parties consent to the entry of this Consent Decree.

Dated: July 7, 2025  
New York, NY

By: /s/ Bryan D. Neihart  
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*Attorneys for Plaintiffs*

Dated: July 8, 2025  
New York, NY

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By: s/ Sandra Pullman  
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