

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

VAGUELY QUALIFIED PRODUCTIONS
LLC,

Plaintiff,

-v.-

METROPOLITAN TRANSPORTATION
AUTHORITY; THOMAS F.
PRENDERGAST, in his official capacity as
Chairman and Chief Executive Officer of the
MTA; and JEFFREY B. ROSEN, in his
official capacity as the Director of the MTA
Real Estate Department,

Defendants.

15 Civ. 04952 (UA)

AMENDED COMPLAINT [42 U.S.C. §
1983]

DEMAND FOR JURY TRIAL

Plaintiff Vaguely Qualified Productions LLC (“VQP”), by and through its undersigned counsel, brings this Complaint against Defendants Metropolitan Transportation Authority (the “MTA”), Thomas F. Prendergast, Chairman and Chief Executive Officer of the MTA, and Jeffrey B. Rosen, Director of the MTA Real Estate Department (collectively, “Defendants”), their employees, agents, and successors in office, and in support thereof allege the following upon information and belief:

INTRODUCTION

1. This case is a civil rights action brought under the First and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983, challenging Defendants’ refusal and rejection of VQP’s right to engage in protected speech in both a designated public forum and a limited public forum created by Defendants.

2. VQP seeks to post six advertisements (the “Advertisements”) in the MTA subway system to promote VQP’s feature film, “The Muslims Are Coming!” and the underlying thematic message of that film—that American Muslims are ordinary people.

3. After an unnecessary and unreasonable four-month delay, on or around March 25, 2015, Defendants approved VQP’s Advertisements for display in the MTA subway system, which, at the time, was inarguably a designated public forum (the “MTA Approval”). The Advertisements were scheduled to run in the MTA subway system, beginning April 27, 2015, pursuant to a contract between Plaintiff and the MTA. Despite this approval, VQP’s Advertisements were never displayed in the MTA subway system (the “MTA Refusal”).

4. On April 29, 2015, more than five months after VQP submitted the Advertisements and more than a month after the MTA Approval, Defendants adopted a new advertising policy (the “Revised Policy”) categorizing its property as a “limited public forum,” permitting certain categories of advertisements (*e.g.*, “commercial advertising”), and prohibiting certain categories of advertisements (*e.g.*, advertisements that are “political in nature”).

5. In apparent reliance on the Revised Policy, on May 6, 2015—more than one month after the MTA Approval and just over a week after the Advertisements were scheduled for display in the subway system—Defendants rejected VQP’s Advertisements. Defendants’ proffered rationale for rejecting the Advertisements was their decision that the Advertisements constituted “political” advertising prohibited under the MTA’s Revised Policy (the “MTA Rejection”).

6. The MTA Rejection was improper because VQP’s Advertisements are “commercial advertising” under the Revised Policy and do not, in fact, fit within that policy’s definition of “prohibited advertising.”

7. Once Defendants sought to open a limited public forum, any restrictions on speech that fall within a designated category for which Defendants have opened the forum must be justified by a compelling government interest and narrowly drawn to serve that interest. Defendants' restriction on the Advertisements here is neither.

8. VQP seeks a declaration that the MTA Refusal violates the Free Speech Clause of the First Amendment to the United States Constitution and 42 U.S.C. § 1983 as set forth in the Complaint; a declaration that the MTA Rejection also violates the Free Speech Clause of the First Amendment to the United States Constitution and 42 U.S.C. § 1983 as set forth in the Complaint; a preliminary and permanent injunction enjoining the MTA Refusal and requiring display of the Advertisements for 28 days—the amount of time originally contracted to between VQP and Outfront Media and approved by the MTA; a preliminary and permanent injunction enjoining the MTA Rejection and requiring Defendants to display the Advertisements on MTA property because the Advertisements comply with the MTA's Revised Policy; and nominal damages for the loss of VQP's constitutional rights. VQP also seeks an award of reasonable costs of litigation, including attorneys' fees and expenses, pursuant to 42 U.S.C. § 1988 and other applicable law.

JURISDICTION AND VENUE

9. This is a civil action under 42 U.S.C. § 1983 seeking damages and injunctive relief against Defendants for committing acts, under color of law, which subject VQP to the deprivation of rights secured under the Constitution and laws of the United States.

10. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1343 because this action arises under the United States Constitution and 42 U.S.C. § 1983 and 1988. The declaratory and injunctive relief sought is authorized by 28 U.S.C.

§§ 2201 and 2202, by Rules 57 and 65 of the Federal Rules of Civil Procedure, and by the legal and equitable powers of this Court.

11. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to VQP's claims occurred in the Southern District of New York.

PLAINTIFF

12. Plaintiff VQP is a for-profit limited liability company formed under the laws of the state of New York. VQP is an award-winning and critically acclaimed video production company that creates viral videos, television and web shows, and narrative and documentary feature films. VQP's mission is to create "smart, insightful, and comedic social justice media."

DEFENDANTS

13. Defendant MTA is a New York state public authority and public benefit corporation, created by New York state law. Together with its affiliated operating agencies, the MTA provides mass transportation services in the New York City metropolitan area.

14. As a governmental agency, the MTA must comply with the First and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983. For purposes of claims arising under 42 U.S.C. § 1983, the MTA is a governmental actor.

15. At all relevant times herein, Defendant Thomas F. Prendergast was and is the Chairman and Chief Executive Officer of the MTA. In his capacity as Chairman and Chief Executive Officer, Defendant Prendergast, on behalf of the MTA Board of Directors, was and is responsible for adopting, creating, and enforcing the policies and practices of the MTA, including the MTA's Revised Policy, which was used to reject VQP's Advertisements, as set forth in this Complaint. He is sued in his official capacity only.

16. At all relevant times herein, Defendant Jeffrey B. Rosen was and is the Director of the MTA Real Estate Department. In his capacity as Director of the MTA Real Estate

Department, Defendant Rosen was the final decision maker responsible for rejecting VQP's Advertisements and thus restricting VQP's speech as set forth in this Complaint. He is sued in his official capacity only.

STATEMENT OF FACTS

A. Vaguely Qualified Productions Created a Series of Advertisements Promoting Its Commercial Feature Film and the Underlying Theme of the Film—that American Muslims are Ordinary People.

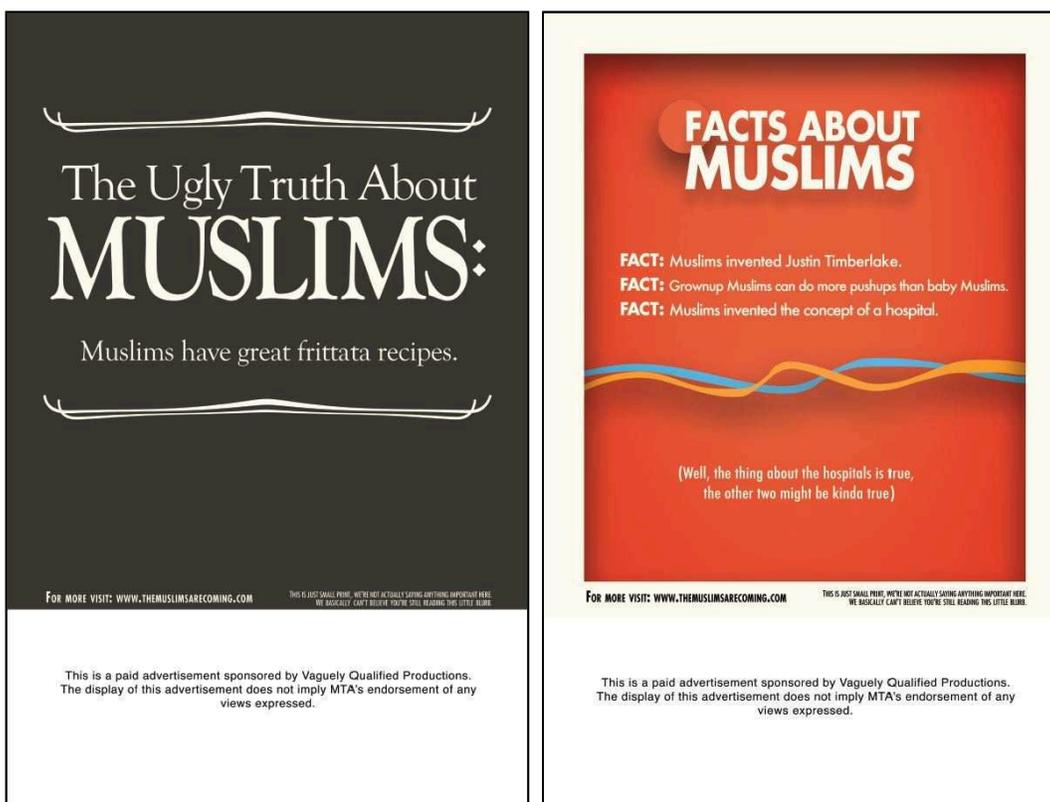
17. In 2013, VQP produced "The Muslims Are Coming!," a feature film documentary that follows a band of American Muslim comedians as they perform stand-up comedy and interact with residents in big cities, small towns, and rural villages. Underlying the film's comedic content was the message that American Muslims are ordinary people. The film received critical praise when it was released in theaters in 2013, and is currently available for purchase to consumers through various online mediums including Netflix, Amazon, iTunes, and Xbox. The message of "The Muslims Are Coming!" is consistent with that of other works produced by VQP, as VQP's commercial content specializes in comedic, social justice media content.

18. In September 2014, after the American Freedom Defense Initiative ("AFDI") announced that it had launched a series of advertisements, VQP launched a campaign to purchase MTA advertising space that would promote the same message depicted in "The Muslims Are Coming!"—namely, that American Muslims are ordinary people. Dean Obeidallah, co-director of "The Muslims Are Coming!," described the campaign as "the next step" to the feature film. He further described the campaign as a reaction to AFDI's advertisements displayed in the MTA system.

19. Through the campaign, VQP raised the funds necessary to purchase advertising space in the MTA system. In October 2014, having raised the funds necessary to purchase

advertising space, VQP prepared the Advertisements for proposed display in the MTA system. The posters feature satirical and tongue-in-cheek statements that depict American Muslims as having the same basic views and experiences as other Americans and promote “The Muslims Are Coming!” while emphasizing the central theme of the feature film—that American Muslims are normal, everyday Americans. Beneath the humorous content, each poster promotes the VQP brand and refers the reader to www.themuslismsarecoming.com, the website that promotes “The Muslims Are Coming!” and through which VQP offers the film and related merchandise for sale.

20. VQP’s Advertisements (after modifications required by MTA) appear as follows:



**THOSE TERRORISTS
ARE ALL
~~MUSLIM~~
NUTJOBS**
(MORE ACCURATE)

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM THIS IS JUST SMALL PRINT. WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE. WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions. The display of this advertisement does not imply MTA's endorsement of any views expressed.

BEWARE
The **MUSLIMS**
are **COMING!**

And they shall strike
with hugs so fierce,
you'll end up calling your grandmother
and telling her you love her

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM THIS IS JUST SMALL PRINT. WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE. WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions. The display of this advertisement does not imply MTA's endorsement of any views expressed.

**Muslims
hate
terrorism!**

THEY ALSO HATE:

- People who tell you they went to an Ivy league school within 10 seconds of meeting them
- That one lady who has to dig through her huge bag to find her metro card
- When a certain NYC drugstore chain has 3 registers but only one cashier
- When the deli guy doesn't put enough schmear on the bagel
- Straphangers who read text messages over your shoulder
- Getting out that last bit of toothpaste in the tube
- Hipsters who wear winter hats in the summer
- People who type using their index fingers
- People who dip their fingernails in public
- Kitten ears on cell phone cases
- The pickling of everything
- Stepping in grody slush
- Telmarketers
- Emoticons
- Handmade
- Wine

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM THIS IS JUST SMALL PRINT. WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE. WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions. The display of this advertisement does not imply MTA's endorsement of any views expressed.

MUSLIMS!

They invented coffee,
the toothbrush,
and algebra...

Oh wait, sorry about the algebra.
That's a year of class you'll never get back.

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM THIS IS JUST SMALL PRINT. WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE. WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions. The display of this advertisement does not imply MTA's endorsement of any views expressed.

21. True and correct copies of the Advertisements are also attached to this Complaint as Exhibits A through F and incorporated by reference herein.

22. VQP's Advertisements convey the same non-political theme as is conveyed in the film, "The Muslims Are Coming!"—that American Muslims are ordinary people.

B. After More than Four Months of Unnecessary Delay, Defendants Approved VQP's Advertisements for Display in the MTA Subway System, But Still Did Not Run Them.

23. The MTA, through its authorized advertising agent, OUTFRONT Media Inc. (formerly CBS Outdoor Americas Inc.) ("Outfront Media") leases advertising space on its vehicles and transportation stations. At all times described herein, Outfront Media was acting as an authorized agent for Defendants.

24. VQP first submitted the Advertisements for approval to Defendants on or around November 10, 2014, through Outfront Media. Dean Obeidallah and Negin Farsad, Director of VQP, corresponded with Outfront Media on behalf of VQP.

25. By November 17, 2014, Defendants received the initially submitted artwork for the Advertisements. Those advertisements were wholly consistent with the MTA Advertising Standards in force at that time.¹ Nevertheless, on December 8, 2014, the MTA, through its authorized agent, Outfront Media, required that VQP remove the word "penis" from a joke in one Advertisement and resubmit the artwork. VQP complied with the requirement, and on December 11, 2014, resubmitted two alternate versions of the Advertisement, including one that substituted the word "genitals" and one that omitted the joke in its entirety. Defendants received the re-submitted artwork by December 16, 2014.

¹ MTA Advertising Standards as amended by MTA Board, Sept. 27, 2012. ("2012 MTA Advertising Standards.") A true and correct copy of the 2012 MTA Advertising Standards is attached to this Complaint as Exhibit G and incorporated by reference herein.

26. After nearly one full month of additional delay, on January 15, 2015, Defendants required that VQP re-submit the Advertisements without the joke, “Please draw your penis here,” apparently not recognizing that VQP had done so a month prior. VQP re-submitted the Advertisements on January 21, 2015.

27. Without citing any violation of the 2012 MTA Advertising Standards, on February 3, 2015, Outfront Media conveyed to VQP that Defendants had requested more information about VQP itself, and Outfront Media sent Defendants an Internet link purporting to show all the companies that VQP had worked with.

28. On February 6, 2015, almost three months after the Advertisements were initially submitted, Outfront Media conveyed to VQP that the Advertisements were approved by Defendants, with two exceptions. First, the phrase “stepping in poop” needed to be removed from a poster that listed things Muslims hate, even though that phrase did not violate the 2012 MTA Advertising Standards. Second, VQP was told that Defendants would not accept a poster that said, “Those terrorists are all ~~Muslims~~ nutjobs.” Five days later, on February 11, 2015, Outfront Media informed VQP that the rejection of “nutjobs” was on account of the font type used for that work; VQP redesigned and resubmitted those two posters on February 28, 2015.

29. After waiting for what Outfront Media noted was an unusually long time for approval of any advertisements, on March 25, 2015, after a delay of almost another month—and more than four months after VQP initially submitted the Advertisements—VQP learned through the New York City Public Advocate’s Office that all but the two revised posters were approved by Defendants. VQP reached out to Outfront Media, which initially responded that it was still waiting for approval for the two revised posters, and, later that same day, Outfront Media conveyed that Defendants had, in fact, approved the Advertisements.

30. An initial contract was approved by the MTA on or about April 3, 2015, to display the Advertisements throughout the New York City subway system from April 13, 2015, through May 10, 2015. A revised contract provided for the Advertisements to be displayed in the MTA system for 28 days from April 27, 2015 through May 24, 2015. On or around April 14, 2015, VQP returned the executed advertising contract to Outfront Media to post 144 posters of the Advertisements in 140 MTA subway stations across New York City. A true and correct copy of the executed contract (the “Advertising Contract”) is attached to this Complaint as Exhibit H and incorporated herein by reference.

31. Based on the MTA Approval, VQP entered into an agreement to print the posters in accordance with MTA specifications and paid printing costs of \$3,762.72. VQP also hired a public relations firm—a \$2,000 cost—and launched a public relations campaign.

32. On or around April 22, 2015, Outfront Media informed VQP that it would endeavor to post some copies of the Advertisements by April 27, 2015, but that in any event the Advertisements would be posted in the MTA subway system by April 28, 2015.

33. On April 28, 2015, Outfront Media informed VQP that the posters were being prepped for display that day.

34. Despite the MTA Approval and Outfront Media’s assurances, the Advertisements were not posted in the MTA subway system on April 28, 2015, nor any day after. On May 1, 2015, Outfront Media informed VQP that someone from Defendant MTA would call them.

C. After Months of De Facto Rejection, Defendants Formally Reject VQP’s Advertisements Under the MTA’s Revised Policy.

35. On or around April 29, 2015, Defendants issued a revised advertising policy, the Revised Policy, to “establish uniform, reasonable, and viewpoint-neutral standards for the displaying of advertising” and “convert the MTA’s Property from a designated public forum into

a limited public forum by excluding advertising of a political nature.” A true and correct copy of the Revised Policy is attached to this Complaint as Exhibit I and incorporated herein by reference.

36. Among other things, the Revised Policy prohibits advertisements that are “political in nature, including but not limited to advertisements that . . . [p]rominently or predominately advocate or express a political message, including but not limited to an opinion, position, or viewpoint regarding disputed economic, political, moral, religious or social issues or related matters, or support for or opposition to disputed issues or causes.”

37. The Revised Policy expressly allows commercial advertising, which it defines as “[p]aid advertisements that propose, promote, or solicit the sale, rent, lease, license, distribution, or availability of, or some other commercial transaction concerning, goods, products, services, or events for the advertiser’s commercial or proprietary interest, or more generally promote an entity that engages in such activities.”

38. On or around May 1, 2015, Defendants informed VQP via telephone that they would not permit display of the Advertisements in the MTA system.

39. On or around May 6, 2015, VQP requested a decision in writing from Defendants.

40. On or around May 6, 2015—more than one month after the MTA Approval—Defendant Rosen, on behalf of Defendants, issued a decision regarding VQP’s Advertisements via email (the “Final Determination”). The Final Determination was emailed to VQP on May 7, 2015, and reads in relevant part:

Acting on a proposal that had been under consideration since 2012, the MTA Board on April 29, 2015, adopted a new MTA Advertising Policy, effective immediately. . . . An article about the “Muslims are Coming” advertising campaign . . . described it as a response to a “campaign of hateful, anti-Muslim ads in the New York City bus and subway system” sponsored by [AFDI], and an effort to make the “hateful images” of the AFDI advertisements “less culturally

acceptable.” . . . I have reviewed the six “Muslims are Coming” advertisement under the new MTA Advertising Policy and have concluded that they are within one of the categories of prohibited advertisements, Section IV.B.2, because they are political in nature. Taken together, the Muslims are Coming advertisements prominently or predominately advocates or expresses a political message—Vaguely Qualified Production’s opinion, position, or viewpoint regarding a disputed political, moral, religious or social issue or related matters or its support for or opposition to disputed issues or causes.

41. With these findings, Defendant Rosen, on behalf of Defendants, rejected the Advertisements.

42. VQP’s Advertisements do not “prominently or predominately” advocate a political message. The Advertisements promote a film with the simple message that American Muslims are ordinary people. This message does not advocate or express an “opinion, position, or viewpoint regarding disputed economic, political, moral, religious or social issues or related matters,” nor does it support or oppose a “disputed issue[] or cause[.]”

43. Rather, the Advertisements proposed by VQP, a for-profit company, prominently advertise a central theme in the feature film, “The Muslims Are Coming!” Each advertisement includes the text, “For More Visit: www.themuslimsarecoming.com,” encouraging viewers to visit a website featuring information about the film, a promotional video clip, and links to download the film from Amazon, iTunes, and Xbox. VQP’s Advertisements promote and solicit the sale of VQP’s commercial product—“The Muslims Are Coming!” Because a central theme in the film is American Muslim comedians making their way through the United States, the Advertisements contain satirical and ironic statements that depict American Muslims as ordinary people.

44. On or around July 8, 2015, Defendants issued a refund to VQP in the amount of \$15,000—the amount VQP had submitted to Defendants, via Outfront Media, to display their advertisements in the MTA subway system.

45. On or around July 9, 2015, Defendants issued a refund to VQP in the amount of \$3,762.72—the amount VQP had spent on printing the Advertisements.

FIRST CLAIM FOR RELIEF

(Violation of the First Amendment Under 2012 MTA Advertising Standards)

46. VQP hereby re-alleges and incorporates by reference the allegations contained in the preceding paragraphs, as if set forth fully herein.

47. Section 1983 of Title 42 of the U.S. Code provides that “[e]very person who, under color of any statute, ordinance, regulation, custom, or usage of any State . . . subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress[.]” 42 U.S.C. § 1983.

48. The First Amendment provides that “Congress shall make no law . . . abridging the freedom of speech.” U.S. Const. amend. I.

49. The First Amendment’s protection of the freedom of speech applies to the states through its incorporation into the due process clause of the Fourteenth Amendment.

50. Defendants violated VQP’s constitutional rights by purposefully and unreasonably delaying the approval of VQP’s Advertisements for four months. This four-month delay in approving VQP’s Advertisements was a de facto and unconstitutional act of prior restraint and a content-based rejection of the Advertisements.

51. After this unconstitutional rejection of the Advertisements, on or around March 25, 2015, Defendants approved VQP’s Advertisements for display in the MTA subway system, the MTA Approval.

52. Despite the MTA Approval, Defendants again refused to post the Advertisements on the date specified under the Advertising Contract. The refusal to post the Advertisements constituted an unconstitutional rejection of the Advertisements.

53. On May 7, 2015—more than a month after the MTA Approval—Defendants informed VQP that its Advertisements were rejected because they did not comply with the MTA’s Revised Policy.

54. Defendants have deprived VQP of its right to engage in protected speech by refusing to display VQP’s Advertisements for the 28-day period originally specified in the Advertising Contract between VQP and Outfront Media, and approved by the MTA, in violation of the Free Speech Clause of the First Amendment to the United States Constitution as applied to the states and their political subdivisions under the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

55. As a direct and proximate result of Defendants’ violation of the Free Speech Clause of the First Amendment to the United States Constitution, VQP has suffered irreparable harm, including the loss of their Constitutional rights, entitling them to declaratory and injunctive relief and nominal damages.

SECOND CLAIM FOR RELIEF

(Violation of the First Amendment Under The Revised Policy)

56. VQP hereby re-alleges and incorporates by reference the allegations contained in the preceding paragraphs, as if set forth fully herein.

57. With its Revised Policy, Defendants seeks to convert the MTA’s property from a designated public forum into a limited public forum.

58. When the government creates a limited public forum, the level of protection afforded to speech will depend on whether or not that speech falls within or outside of the designated category for which the government opened the forum.

59. In a limited public forum, strict scrutiny is accorded to restrictions on speech that fall within the designated category for which the forum has been opened. Restrictions on speech that fall outside that designated category must only be viewpoint neutral and reasonable.

60. VQP's Advertisements fall within a designated category for which Defendants have opened the forum. Specifically, VQP's Advertisements are "commercial advertising," permitted under the Revised Policy, because, in a manner consistent with VQP's brand, the Advertisements "promote" and "solicit the sale" of VQP's product, "The Muslims Are Coming!," by promoting the underlying message of the film—that American Muslims are ordinary people. The Advertisements direct viewers to a website that promotes a commercial feature film produced by a for-profit company. Therefore, the Advertisements fit within Defendants' definition of "commercial advertising" contained in the Revised Policy.

61. VQP's Advertisements are not "prohibited advertising" under the Revised Policy because they are not "political in nature" and do not "prominently or predominately" advocate a political message. VQP's Advertisements, which promote a truism that American Muslims are ordinary people, do not advocate or express an "opinion, position, or viewpoint regarding disputed economic, political, moral, religious or social issues or related matters," nor do they support or oppose a "disputed issue[] or cause[.]"

62. The MTA Rejection of VQP's Advertisements—advertisements that fall within a designated category for which Defendants have opened the forum—is not justified by a compelling government interest and is not narrowly drawn to serve that interest.

63. By reason of the MTA Rejection, which includes Defendants' erroneous interpretation of the Revised Policy, which was created, adopted, and enforced under color of state law, Defendants have deprived VQP of its right to engage in protected speech in a limited public forum in violation of the Free Speech Clause of the First Amendment to the United States Constitution as applied to the states and their political subdivisions under the Fourteenth Amendment to the United States Constitution and 42 U.S.C. § 1983.

64. As a direct and proximate result of Defendants' violation of the Free Speech Clause of the First Amendment to the United States Constitution, VQP has suffered irreparable harm, including the loss of their Constitutional rights, entitling them to declaratory and injunctive relief and nominal damages.

PRAYER FOR RELIEF

WHEREFORE, VQP asks this Court:

A) to declare that Defendants violated the First and Fourteenth Amendments to the United States Constitution as set forth in this Complaint;

B) to preliminarily and permanently enjoin the MTA Refusal and require display of the Advertisements on MTA property for a consecutive period of no less than 28 days—the amount of time specified in the Advertising Contract between VQP and Outfront Media and approved by the MTA;

C) to preliminarily and permanently enjoin the MTA Rejection and require Defendants to display the Advertisements on MTA property because the Advertisements comply with the MTA's Revised Policy;

D) to award VQP nominal damages for the loss of its constitutional rights as set forth in this Complaint;

E) to award VQP its reasonable attorneys' fees, costs, and expenses pursuant to 42 U.S.C. § 1988 and other applicable law; and

F) to grant such other and further relief as is just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff Vaguely Qualified Productions, LLC hereby demands a jury trial.

Dated: July 16, 2015
New York, New York

Respectfully submitted,

/s/ Elizabeth Morris

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Productions LLC

EXHIBIT A



The Ugly Truth About
MUSLIMS♦♦

Muslims have great frittata recipes.



FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM

THIS IS JUST SMALL PRINT, WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE.
WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions.
The display of this advertisement does not imply MTA's endorsement of any
views expressed.

EXHIBIT B

FACTS ABOUT MUSLIMS

FACT: Muslims invented Justin Timberlake.

FACT: Grownup Muslims can do more pushups than baby Muslims.

FACT: Muslims invented the concept of a hospital.

(Well, the thing about the hospitals is true,
the other two might be kinda true)

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM

THIS IS JUST SMALL PRINT, WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE.
WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions.
The display of this advertisement does not imply MTA's endorsement of any
views expressed.

EXHIBIT C

**THOSE TERRORISTS
ARE ALL
~~MUSLIM~~
NUTJOBS
(MORE ACCURATE)**

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM

THIS IS JUST SMALL PRINT, WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE.
WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions.
The display of this advertisement does not imply MTA's endorsement of any
views expressed.

EXHIBIT D

BEWARE

The
MUSLIMS
are
COMING!

And they shall strike
with hugs so fierce,
you'll end up calling your grandmother
and telling her you love her

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM

THIS IS JUST SMALL PRINT, WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE.
WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

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views expressed.

EXHIBIT E

Muslims hate terrorism!

THEY ALSO HATE:

People who tell you they went to an Ivy league school within 10 seconds of meeting them

That one lady who has to dig through her huge bag to find her metro card

When a certain NYC drugstore chain has 3 registers but only one cashier

When the deli guy doesn't put enough schmear on the bagel

Straphangers who read text messages over your shoulder

Getting out that last bit of toothpaste in the tube

Hipsters who wear winter hats in the summer

People who type using their index fingers

People who clip their fingernails in public

Kitten ears on cell phone cases

The pickling of everything

Stepping in grody slush

Telemarketers

Emoticons

Landlords

Kale

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM

THIS IS JUST SMALL PRINT. WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE.
WE BASKALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

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views expressed.

EXHIBIT F

MUSLIMS!

They invented coffee,
the toothbrush,
and algebra...



Oh wait, sorry about the algebra.
That's a year of class you'll never get back.

FOR MORE VISIT: WWW.THEMUSLIMSARECOMING.COM

THIS IS JUST SMALL PRINT, WE'RE NOT ACTUALLY SAYING ANYTHING IMPORTANT HERE.
WE BASICALLY CAN'T BELIEVE YOU'RE STILL READING THIS LITTLE BLURB.

This is a paid advertisement sponsored by Vaguely Qualified Productions.
The display of this advertisement does not imply MTA's endorsement of any
views expressed.

EXHIBIT G

MTA Advertising Standards as amended by MTA Board, Sept. 27, 2012

Advertising Standards for
Licensed Properties of the Metropolitan Transportation Authority

The following Standards shall apply to all licenses for the installation, display and maintenance of advertising on designated properties and facilities operated by the Metropolitan Transportation Authority and/or its operating agencies (collectively, the "MTA").

(a) Limitations Upon Advertisements. The licensee ("advertising contractor") shall not display or maintain any advertisement that falls within one or more of the following categories:

- i. The advertisement proposes a commercial transaction, and the advertisement or information contained in it is false, misleading or deceptive.
- ii. The advertisement or information contained in it promotes unlawful or illegal goods, services or activities.
- iii. The advertisement or information contained in it implies or declares an endorsement by the MTA of any service, product or point of view without prior written authorization of the MTA.
- iv. The advertisement depicts or describes in a patently offensive manner sexual or excretory activities so as to satisfy the definition of obscene material as contained in New York Penal Law § 235.00 (attached as Exhibit 1), as such provision may be amended, modified or supplemented from time to time.
- v. The advertisement contains an image or description, which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content, would give rise to a violation of New York Penal Law § 235.21 (attached as Exhibit 2; see also Exhibit 3 (New York Penal Law § 235.20 (definitions of terms))), as such provision may be amended, modified or supplemented from time to time.
- vi. The advertisement contains an image or description which, if displayed in a transportation facility with knowledge of its character and content, would give rise to a violation of New York Penal Law § 245.11 (attached as Exhibit 4; see

also Exhibit 5 (New York Penal Law § 245.10 (definitions of terms))), as such provision may be amended, modified or supplemented from time to time.

- vii. The advertisement, or any information contained in it, is libelous or violates New York Civil Rights Law § 50 (attached as Exhibit 6), as such provision may be amended, modified or supplemented from time to time.
- viii. The advertisement proposes a commercial transaction, and promotes tobacco or tobacco-related products.
- ix. The advertisement contains an image of a person, who appears to be a minor, in sexually suggestive dress, pose, or context.
- x. The advertisement, or any information contained in it, is directly adverse to the commercial or administrative interests of the MTA or is harmful to the morale of MTA employees or contains material the display of which the MTA reasonably foresees would imminently incite or provoke violence or other immediate breach of the peace, and so harm, disrupt, or interfere with safe, efficient, and orderly transit operations.
- xi. The advertisement contains images or information that are so violent, frightening, or otherwise disturbing as to be harmful to minors.
- xii. The advertisement promotes an escort service, dating service, or sexually oriented business.

(b) Additional Provisions Relating to Advertisements. To avoid identification of MTA with messages or images contained within advertisements displayed on MTA properties and to avoid the appearance of MTA endorsement of products, services, events, or viewpoints promoted by advertisers, the following shall apply:

- i. Advertisements shall readily and unambiguously identify the person, corporation, or entity paying for the advertisement and an advertiser may be required to include in the advertisement a statement explicitly doing so.
- ii. An advertisement that primarily or predominately expresses or advocates a viewpoint on a political, moral, or religious issue or related matter shall include the following statement: “This is a paid advertisement sponsored by []. The display of this advertisement does not imply MTA’s endorsement of any views expressed.”

- iii. MTA and its advertising contractors may require that an advertisement that promotes a commercial transaction also incorporate language to avoid the appearance of MTA endorsement.
- iv. The MTA Director of Real Estate shall adopt (and may amend from time to time) guidelines for the sizes, placements, and formats of each type of statement required to be included in advertisements pursuant to Sections (b)(i), (ii), and (iii) above.
- v. Notwithstanding Section (b)(i) above, MTA and the advertising contractor may permit the display of "Teaser ads" promoting a commercial transaction that do not readily and unambiguously identify the sponsor, provided a similar number of follow up advertisements that do readily and unambiguously identify the sponsor are posted within a time specified by MTA or the advertising contractor.

(c) Review of Advertisements. MTA advertising contractors shall review each advertisement submitted for installation, display and maintenance on MTA properties and facilities to determine whether the advertisement falls within, or may fall within, one or more of the categories set forth in Section (a) of these Standards or fails to comply with the additional provisions relating to advertisements set forth in Section (b) of these Standards. If an MTA advertising contractor determines that an advertisement falls within or may fall within one or more of the categories set forth in Section (a) of these Standards:

- i. The MTA advertising contractor shall promptly notify the MTA, through a designated MTA Contract Administrator, of its determination and the reason(s) for its determination.
- ii. Upon receipt of such notification, the MTA shall advise the advertising contractor whether the MTA concurs in the advertising contractor's determination concerning the advertisement.
- iii. In the event that the MTA concurs in the determination of the advertising contractor, the advertising contractor may, in consultation with the MTA Contract Administrator or his designee, discuss with the advertiser one or more revisions to the advertisement, in order to bring the advertisement into conformity with the Standards. The advertiser shall then have the option of submitting a revised advertisement for review in accordance with these procedures.

- iv. In the event that the advertising contractor and the advertiser do not reach agreement with regard to a revision of the advertisement, or in the event that the advertising contractor determines that no appropriate revision would bring the advertisement into conformity with the Standards, the advertiser may request that the advertising contractor obtain a formal determination from the MTA Contract Administrator or his designee. In reaching a formal determination, the MTA Contract Administrator or his designee may consider any materials submitted by the advertiser, and may consult with the advertising contractor, or with the MTA General Counsel, the Executive Director, the Chairman of the Board, or their respective designees.
- v. The MTA Contract Administrator shall promptly provide the advertising contractor with a written notice of the formal determination, and the advertising contractor shall relay the formal determination to the advertiser. The MTA's formal determination shall be final.

EXHIBIT H

ADVERTISER AGREEMENT

CONTRACT NO.: 1895811

DATE: 04/09/15

ADVERTISER: **Vaguely Qualified Productions**

SALESPERSON: Co Truong (981)

Client Supplies Production: Yes



OUTFRONT Media
405 Lexington Ave.
New York, NY 10174
(212) 297-6400
(212) 370-1817

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

ADVERTISER Acct# 1097119
Vaguely Qualified Productions
141 East 3rd Street, #2H
New York, NY 10009
917-513-1976
Attn: Negm Farsad

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with OUTFRONT Media ("Company") for the display of advertising Copy ("Copy") on the outdoor advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below. Advertiser/Agency shall provide the Copy in the form and type specified by Company.
See Production Information Addendum page for shipping quantities and addresses.

Market	Media/Location(s)	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	* Period Cost
New York Subways	One-Sheet Posters/System Wide	46"H X 30"W	SPECIAL	144	04/27/15-05/24/15	1.00	\$15,000.00

Special Instructions:

Net Agreement Total: \$15,000.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSIT DISPLAYS ONLY. THIS AGREEMENT CONSISTS OF THIS PAGE, THE PRODUCTION INFORMATION ADDENDUM PAGE, AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN. ALL OF WHICH ADVERTISER/AGENCY HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS AGREEMENT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER/AGENCY. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS AGREEMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE SAME ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY

AUTHORIZED SIGNATURE - TITLE

[Signature]
NAME - TITLE

BY _____ DATE _____

PLEASE PRINT

DATE

[Signature]
DATE 4/14/15

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

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ADVERTISER Acct# 1097119
 Vaguely Qualified Productions
 141 East 3rd Street. #2H
 New York, NY 10009
 917-513-1976
 Attn: Negin Farsad

CONTRACT NO.: **1895811**

DATE: 04/09/15

ADVERTISER: **Vaguely Qualified Productions**

SALESPERSON: Co Truong (981)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
 THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S
 MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
New York Subways	One-Sheet Posters/System Wide	46"H X 30"W	04/13/15	288	OUTFRONT Media 49-29 Maspeth Ave Maspeth, NY 11378 718-366-6180 Attn: Subway Division		

~~OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE~~

1. As used in this herein, Company shall mean OUTFRONT Media and Advertiser shall mean and be deemed to include, in addition to Advertiser, any advertising agency or any other agent or licensee of Advertiser (collectively "Advertiser").
2. At least ten (10) working days before the estimated start date, Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company, sufficient supply of advertising copy, in form and type specified by Company along with written notice to Company setting forth required posting instructions. If copy is not so received, a loss of service may occur or additional costs may be charged by Company although commercially reasonable efforts will be used to post copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of receipt of late received copy, a fee of not less than \$650 per location will be payable. In any event, if copy is not received in a timely manner, Company may use subject locations in any manner, without limiting Advertiser's liability to pay for such space prior to posting the late received copy. If Copy is furnished and delivered as required above and such Copy is not rejected by Company pursuant to the terms hereof (i) the Copy shall be posted, and (ii) in the case of showing based programs the Copy shall be Significantly Posted (as hereinafter defined) by Company within five (5) working days of the date for the commencement of the Advertising Period set forth on the first page of this Agreement. For the purposes hereof, a program shall be deemed to be Significantly Posted if at least 85% of the program has been posted. Nudity, pornographic, profane or obscene copy shall not be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by Company and by location owner, transit company/authority or third party controlling location ("Owner"). If copy is rejected, Advertiser shall continue to be liable for the full term of this Contract and Advertiser shall be responsible for providing an acceptable replacement copy within ten days of notification that a previous copy was rejected. If production is received after the date specified by Company, Company shall be entitled to full payment for the contract period even if partial or no display results. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities arising out of the advertising material displayed under this Contract, including but not limited to any claim for defamation, or infringement of any copyright, trademark, or other intellectual property or privacy right and reasonable attorneys' fees and expenses incurred in defending any such claims.
3. Should Advertiser's copy be damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, or if lost or stolen, Advertiser shall furnish a replacement copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement copy, Company may use the location involved in any manner, without releasing Advertiser from obligation to pay for such location. Unless otherwise specified on the face hereof, there will be a service charge for all installations on walls and for any changes in any display material after initial placement. All designs for displays produced by Company will be faithfully reproduced. Company will maintain displays in good condition to the extent of matters reasonably within Company's control or assumed responsibilities. Any repainting or reposting requested by Advertiser in addition to that specified herein, if any, shall be paid by Advertiser in advance per Company's current quoted prices.
4. If for any reason whatsoever during the term hereof (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) any location becomes obstructed, destroyed or defaced, or (iii) Company fails to timely meet its posting requirements hereunder, any resulting loss of advertising shall not be deemed a breach or termination of this Contract. Company shall have the option to replace lost locations with locations of equal value per Company's prices and/or classifications, or to issue a pro-rated credit. Any delay in commencing of service and/or posting of fewer locations than specified and/or resulting loss of advertising service caused by any reason whatsoever, shall not render Company liable for any damages or offsets of any kind and shall be remedied solely by extending the Advertising Period of this Contract to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value, or at Company's option, result in a pro-rated credit, with all other remedies at law or equity being expressly waived by Advertiser. Notwithstanding anything contained herein to the contrary, if any location is lost for any reason whatsoever, Company shall also have the option to terminate this Contract and receive payment in full for services through the termination date.
5. Where illuminated displays are provided, illumination will be from dusk to midnight. If illumination is halted or reduced for any reason, including but not limited to operation of law or malfunction of equipment, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of fifteen percent (15%) of the contract price for the impacted period, provided Advertiser shall have first given written notice to Company of the illumination problem and same continues for more than five (5) days after Company's receipt of such notice.
6. Advertiser shall inspect the display within three (3) days after installation. Unless within such period Advertiser gives written notice to Company specifying any defect, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including content and location of displays. If after installation of display Owner disapproves any advertisement, or if adverse publicity results from any display, Company shall have the right to remove advertisement and, at its option, either terminate this Contract or request a new acceptable advertisement copy pursuant to paragraph 2 above. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term, withdraw credit and Company may thereupon require partial or full payment of the remaining contract amount in advance. In the event of any termination under this paragraph, Advertiser's obligation shall cease as of the effective termination date.
7. Agency and Advertiser shall be jointly and severally liable for payment of the amounts owed under this Contract. In the event of default or material breach by Advertiser/Agency, in addition to other remedies available at law, Company may: (a) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (b) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (c) remove all of Advertiser's displays without limiting Advertiser's liability hereunder; and/or (d) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser/Agency hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company. In the event of legal action arising out of this Contract, Company shall be entitled to recover its reasonable attorneys' fees and out of pocket expenses. This Contract and all related claims shall be construed according to the laws of the State of Arizona and Maricopa County, Arizona shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action.
8. Invoicing will be rendered monthly in advance dating from the commencement date. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within fifteen (15) days thereof. Non-receipt of invoices or lack of invoicing, shall not impact Advertiser's liability hereunder. Any discounts given shall be forfeited/reversed for invoices not paid within sixty (60) days from the date thereof. All rates and adjustments are computed on the basis of thirty (30) days to the month, unless a different period is specified on the face hereof. Invoices shall be due thirty (30) days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% annual), or such lesser rate permitted by law.
9. Company shall not be held responsible for unused posters, displays or other copy provided by Advertiser and Company may dispose of any such materials. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever. Company is an Equal Opportunity Employer.
10. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. Notwithstanding the foregoing, agreements for transit displays may be cancelled by Advertiser upon providing at least 90-days written notice prior to affected posting date, with Advertiser paying, upon invoicing, short rate for actual length of term.
11. The following provisions shall be applicable in the event that this Contract shall be for the display of advertising copy on a LED, LCD or other digital display sign ("Digital Sign"): Notwithstanding anything herein to the contrary, the Company shall be not obligated to display the copy for more than 91% of the display time provided hereunder (the "Guaranteed Display Time"). If the Company displays the copy for at least the Guaranteed Display Time, there shall be no reduction in the fee paid hereunder or extension of the term hereof. If the Company displays the copy for less than the Guaranteed Display Time, the Company shall, in its sole discretion, either (i) terminate this Contract and reimburse the Advertiser for fees paid relating to the period for which the copy was not displayed for at least the Guaranteed Display Time, (ii) equitably extend the Advertising Period of this Contract at the contracted location or a replacement location of equal value, or (iii) issue to Advertiser a pro-rated credit for advertising services equivalent to the period for which copy was not displayed for the Guaranteed Display Time. The Advertiser hereby expressly waives all other remedies at law or equity, and the Company shall have no other liability to the Advertiser as a result of any failure to display the copy for at least the Guaranteed Display Time. In addition to the foregoing, the Company shall have the right at any time to preempt the display of copy in order to utilize the Digital Sign(s) for public service messages in connection with (i) an Amber Alert, or (ii) at the request of any Federal, State or local authority, any public emergency (including but not limited to emergencies related to homeland security) (an "Emergency Interruption"). In such event, the Company shall not be in breach of this Contract and the Company shall have no liability to the Advertiser pursuant to the preceding paragraph or otherwise as a result of any such Emergency Interruption. The Advertiser hereby expressly waives any remedies at law or equity to which the Advertiser might otherwise be entitled as a result of such Emergency Interruption. For the purposes of the provisions hereof pertaining to the display of advertising on a Digital Sign, "copy" shall be deemed to mean any advertisement displayed on such sign whether the same is animated, static or otherwise, specifically including, but not limited to, streaming content or digital images, as applicable.
12. Agency/Advertiser hereby represents, warrants and confirms that it is aware of the requirements of 18 U.S.C. §§ 2257-2257A and that it fully complies with them either by certifying to the U.S. Attorney General, in the form required by 28 C.F.R. § 75.9, that Agency/Advertiser collects and maintains individually identifiable information relating to models used in the advertisement to be displayed pursuant to the terms hereof (including but not limited to their names, addresses, and dates of birth) in accordance with applicable Federal and/or State tax and labor or other law, or that Agency/Advertiser creates, maintains, cross-indexes and makes available for inspection records as required by 28 C.F.R. §§ 75.2-75.5. Upon request, Agency/Advertiser will provide Company with proof of its compliance.

EXHIBIT I

MTA ADVERTISING POLICY

I. PURPOSE

- A. To establish uniform, reasonable, and viewpoint-neutral standards for the display of advertising in and on the facilities, vehicles and other property (together “Property”) of the Metropolitan Transportation Authority and its affiliated and subsidiary agencies (together “MTA”).
- B. To convert the MTA’s Property from a designated public forum into a limited public forum by excluding advertising of a political nature after the Effective Date.

II. SCOPE

This policy applies to all advertisements proposed to be displayed in and on the Property on or after the Effective Date set forth below.

III. OBJECTIVE

The MTA’s mission is to provide safe, reliable, and efficient public transportation and crossings within its service area. The MTA’s transportation operations are funded by a combination of federal, state, and local funds, including grants and taxes, as well as fare box and toll revenue. Advertising revenues are an important supplemental source of revenue that supports the MTA’s transportation operations. The MTA’s purpose in allowing paid advertising to be displayed in and on the Property is to maximize such supplemental revenue to support transportation operations.

By accepting paid advertising for display in and on the Property, the MTA is acting in a proprietary capacity as a provider of public transportation and crossings seeking to maximize advertising revenue to support its transportation operations. Starting from the Effective Date, the MTA does not intend that the advertising permitted to be displayed in and on the Property be created, designated, or used as a public forum for expressive activities or general discourse or opinions. In furtherance of the MTA’s purpose of maximizing advertising revenue, the MTA in its proprietary capacity is limiting advertisements it will accept for display in and on the Property to paid commercial advertising, certain public service announcements that will help build goodwill for the MTA among its riders and the public, and governmental messages. The MTA retains control over the advertising that it will allow to be displayed in and on the Property by subjecting all proposed advertisements to the Advertising Standards below. MTA expressly intends that the advertising permitted to be displayed in and on the Property be a limited public forum.

In establishing and enforcing these Advertising Standards, the MTA seeks to fulfill the following goals and objectives:

- Maximize advertising revenue
- Maximize ridership and fare revenue
- Maintain a secure and orderly operating environment

- Maintain a safe and welcoming environment for all MTA employees and customers, including minors, who use MTA's subways, buses, commuter trains and crossings
- Minimize the resources and attention that have been expended to resolve disputes relating to the permissibility of certain political advertisements, thus unnecessarily diverting the organization from performing its mission
- Avoid identification of MTA with, and the appearance of MTA endorsement of, the advertisements of non-MTA parties displayed in or on the Property, including the associated messages, products, services, or events being proposed or promoted

IV. ADVERTISING STANDARDS

A. Permitted Advertising

The MTA may display advertisements that fall under one or more of the following categories:

1. Commercial advertising. Paid advertisements that propose, promote, or solicit the sale, rent, lease, license, distribution, or availability of, or some other commercial transaction concerning, goods, products, services, or events for the advertiser's commercial or proprietary interest, or more generally promote an entity that engages in such activities.

2. Governmental advertising. Notices or messages from the MTA that promote the MTA or any of its functions or programs, and also paid notices or messages of the United States government, the State of New York and its agencies, the City of New York and its departments, or of any of the County governments within the Metropolitan Commuter Transportation District that advance specific governmental purposes.

3. Public service announcements. Public service announcements not otherwise prohibited under Section IV.B of this Policy, which are sponsored by either a government entity or a nonprofit corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and which are directed to the general public and relate directly to:

- Prevention or treatment of illnesses;
- Promotion of safety or personal well-being;
- Education or training;
- Art or culture;
- Provision of children and family services;
- Provision of services and programs that provide support to low income citizens, senior citizens, or people with disabilities; or
- Solicitation by broad-based contribution campaigns that provide funds to multiple charitable organizations active in the above-listed areas.

B. Prohibited Advertising

Notwithstanding the foregoing, the MTA will not accept any advertisement for display in or on the Property if it falls within one or more of the following categories:

1. Promotes or opposes a political party, or promotes or opposes any ballot referendum or the election of any candidate or group of candidates for federal, state, judicial, or local government offices.
2. Is political in nature, including but not limited to advertisements that either:
 - a. Are directed or addressed to the action, inaction, prospective action or policies of a governmental entity, except as permitted in Sections IV.A.2–IV.A.3 of this Policy; or
 - b. Prominently or predominately advocate or express a political message, including but not limited to an opinion, position, or viewpoint regarding disputed economic, political, moral, religious or social issues or related matters, or support for or opposition to disputed issues or causes.
3. Is false, misleading, or deceptive.
4. Promotes unlawful or illegal goods, services, or activities, or involves other unlawful conduct.
5. Falsely implies or declares an endorsement by the MTA of any service, product, or point of view.
6. Encourages or depicts unsafe behavior with respect to MTA’s transportation operations, such as failure to comply with normal safety precautions in awaiting, boarding, riding upon or debarking from MTA vehicles, or is otherwise directly adverse to the commercial, administrative or operational interests of the MTA as a business.
7. Depicts or describes in a patently offensive manner sexual or excretory activities so as to satisfy the definition of obscene material as contained in New York Penal Law § 235.00, as such provision may be amended, modified, or supplemented from time to time.
8. Contains material, which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content, would give rise to a violation of New York Penal Law § 235.21, which prohibits the dissemination of indecent material to minors, as such provision may be amended, modified, or supplemented from time to time.
9. Contains material, which, if displayed with knowledge of its character and content, would give rise to a violation of New York Penal Law § 245.11, which prohibits the public display of offensive sexual material, as such provision may be amended, modified, or supplemented from time to time.
10. Promotes tobacco or any tobacco-related product.

11. Contains an image of a person who appears to be a minor in sexually suggestive dress, pose, or context.

12. Contains material the display of which the MTA reasonably foresees would imminently incite or provoke violence or other immediate breach of the peace, and so harm, disrupt, or interfere with safe, efficient, and orderly transit operations.

13. Contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, the MTA will determine whether a reasonably prudent person, knowledgeable of the MTA's ridership and using prevailing community standards, would believe that the advertisement contains material that is abusive to, or debases the dignity of, an individual or group of individuals.

14. Contains sexually explicit material that appeals to the prurient interest in sex or is so violent, frightening, or otherwise disturbing as to reasonably be deemed harmful to minors.

15. Promotes an escort service or sexually oriented business.

C. **Additional Provisions Relating to Advertisements**

To avoid identification of the MTA with messages or images contained within advertisements displayed in and on the Property and to avoid the appearance of MTA endorsement of goods, products, services, events by advertisers, advertisements shall readily and unambiguously identify the person, corporation, or entity paying for the advertisement. An advertiser may, at the MTA's discretion, be required to include in the advertisement a statement explicitly identifying the person, corporation, or entity paying for the advertisement. An advertiser may also, at the MTA's discretion, be required to incorporate additional language to avoid the appearance of MTA endorsement.

V. REVIEW OF ADVERTISING PROPOSED FOR DISPLAY IN OR ON THE PROPERTY

1. Before accepting an advertisement for display in or on the Property, the advertising contractor shall review such proposed advertisement to determine whether the advertisement complies with the Advertising Standards.

2. If the advertising contractor determines that a proposed advertisement does not, or may not, comply with the Advertising Standards it shall promptly notify the Director of MTA Real Estate (or a designee) in writing of its determination and the reason for its determination.

3. If the Director of Real Estate determines, following receipt and consideration of such recommendation, that a proposed advertisement does not comply with the Advertising Standards, the advertiser shall be notified by the advertising contractor. The advertising contractor, in consultation with the Director of Real Estate, may discuss with the advertiser revisions to the advertisement to try to bring the advertisement into compliance with the Advertising Standards, and the advertiser may submit a revised advertisement to the advertising contractor for review.

3. If the advertiser and the advertising contractor do not reach agreement with regard to a revision of the advertisement, or the Director of Real Estate determines that no appropriate revision would bring the advertisement into compliance with the Advertising Standards, or the advertiser chooses not to submit a revised advertisement, the advertiser may request a final determination from the Director of Real Estate. The Director of Real Estate, in reaching a final determination, may consult with the advertising contractor, or with the MTA General Counsel, and the Chairman and Chief Executive Officer, or their designees, or with any other individuals, and may consider any materials submitted by the advertiser. The Director of Real Estate shall advise the advertiser and the advertising contractor of the final determination in writing.

VI. SEVERABILITY

If any section, subsection, sentence, clause, phrase or other portion of this Policy is, for any reason, declared invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such invalidity shall not affect the validity of the remaining portions of this Policy, which remaining portions shall continue in full force and effect.

VII. EFFECTIVE DATE

This Advertising Policy is effective as of April 29, 2015.