

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

AMERICAN FREEDOM DEFENSE  
INITIATIVE; PAMELA GELLER; and  
ROBERT SPENCER,

Plaintiffs,

-v.-

WASHINGTON METROPOLITAN AREA  
TRANSIT AUTHORITY,

Defendant.

Case No.

**DECLARATION OF PLAINTIFF  
PAMELA GELLER**

I, Pamela Geller, make this declaration pursuant to 28 U.S.C. § 1746 based on my personal knowledge and upon information and belief where noted:

1. I am an adult citizen of the United States and a resident of the State of New York.
2. Robert Spencer and I co-founded American Freedom Defense Initiative (“AFDI”), which is incorporated under the laws of the State of New Hampshire. I am the Executive Director of AFDI, and Mr. Spencer is the Associate Director. Mr. Spencer and I engage in political speech through AFDI’s activities, including AFDI’s advertising campaign, as described below.
3. AFDI exercises its right to freedom of speech and promotes its objectives through an advertising campaign which involves purchasing advertising space on transit authority property in major cities throughout the United States, including Washington, D.C. AFDI purchases these advertisements to express its message on current events and public issues, particularly including issues involving Islam, sharia, Israel, and the Middle East.

4. Upon information and belief, the Washington Metropolitan Area Transit Authority (“WMATA”) has leased its advertising space for political and social commentary advertisements covering a broad spectrum of political views and ideas.

5. For example, the WMATA has leased its advertising space for a political advertisement that was pro-Palestine and anti-Israel and which displayed the message: “End U.S. military aid to Israel” (hereinafter referred to as “Anti-Israel Advertisement”).

6. Pursuant to the WMATA’s policy of permitting political and social commentary on its advertising space and particularly in light of the fact that the WMATA displayed the Anti-Israel Advertisement, AFDI submitted for approval an advertisement that stated, “In Any War Between the Civilized Man and the Savage, Support the Civilized Man. Support Israel. Defeat Jihad.” (hereinafter referred to as “Pro-Israel Advertisement”). A true and accurate copy of this advertisement is attached to this declaration as Exhibit A.

7. AFDI’s Pro-Israel Advertisement is political speech in direct response to the Anti-Israel Advertisement. The Anti-Israeli Advertisement suggests that Israel’s military is the impediment to peace between the Israelis and Palestinians and that U.S. military aid to Israel also acts as an impediment to peace between the Israelis and Palestinians. In other words, the Anti-Israel Advertisement blames Israel, its military, and U.S. military aid to Israel as the cause of Palestinian terror directed against innocent civilians in Israel and abroad.

8. AFDI’s Pro-Israel Advertisement presents the message that there is no comparison or equivalence between savage civilian-targeting violence and Israel’s civilized struggle for survival in a part of the world where civilized behavior is overshadowed by terrorism and violence, as evidenced by the current world events playing out in Egypt, Libya, and elsewhere.

9. AFDI's Pro-Israel Advertisement is very timely in light of these current events in which Muslims are engaging in violent jihad in response to America's policy toward the Middle East and to allegedly protest speech deemed critical of Islam.

10. AFDI's Pro-Israel Advertisement was approved for display on the WMATA advertising space. The advertisement satisfied all of the WMATA's guidelines for acceptable advertising.

11. Accordingly, on September 6, 2012, AFDI entered into a contract with CBS Outdoor, which acts as the advertising agent for WMATA, to place the Pro-Israel Advertisement on four dioramas. Pursuant to the contract, the "advertising period" for the display was to begin on September 24, 2012 and end on October 21, 2012. A true and correct copy of this contract is attached to this declaration as Exhibit B.

12. Under the contract, the "period cost" for the display of AFDI's Pro-Israel Advertisement was \$5,600, which AFDI promptly paid via credit card on September 10, 2012.

13. In reliance upon this contract, AFDI purchased and printed the advertisements. Consequently, prior to September 18, 2012, the advertisements were ready for display on the WMATA dioramas beginning September 24, 2012, pursuant to the terms of the contract.

14. On September 18, 2012, however, I received an email from Mr. Howard Marcus, the CBS Outdoor agent working on behalf of the WMATA. In this email, Mr. Marcus informed me of the following: "The DC Transit Authority has informed me today that due to the situations happening around the world at this time, we are postponing the start of this program to a future date to be determined."

15. I promptly responded to Mr. Marcus' email the same day, advising him that I wanted to see the WMATA's refusal to run AFDI's advertisement during the contract period

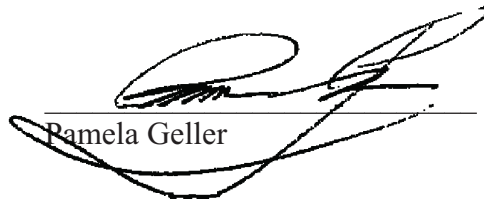
from the WMATA itself. I also made it very clear to Mr. Marcus that he needed to convey to the WMATA the importance of the timing of the advertisement, stating, “It is precisely because of the current political situation that it is important that I be able to express my message now and that I consider any delay to be government censorship of my core political speech.” Consequently, I demanded that the WMATA change its position.

16. Mr. Marcus responded that same day, confirming that the WMATA was not going to change its position, citing “world events and a concern for the security of their passengers” as the basis for “deferring” the display of AFDI’s advertisement. Specifically, Mr. Marcus wrote in his email the following: “The DC Transit Authority has asked me to pass along the below: The advertiser should be assured that Metro is not refusing to run the ad, they are merely deferring it due to world events and a concern for the security of their passengers. The advertiser is welcome to appeal the decision in writing.”

17. AFDI objects to the WMATA’s censorship, which is effectively suppressing the message AFDI is attempting to express based on a perceived negative response to its content and viewpoint by certain viewers. Consequently, AFDI objects to this content- and viewpoint-based restriction on its speech.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 19<sup>th</sup> day of September 2012.

  
Pamela Geller

# EXHIBIT A

**IN ANY WAR  
BETWEEN THE  
CIVILIZED MAN  
AND THE SAVAGE,  
SUPPORT THE  
CIVILIZED MAN.**

✡ **SUPPORT ISRAEL** ✡  
**DEFEAT JIHAD**

**PAID FOR BY THE AMERICAN FREEDOM DEFENSE INITIATIVE**

**ATLASSHRUGS.COM**

**SIOAONLINE.COM**

**JIHADWATCH.COM**

# EXHIBIT B



**ADVERTISER AGREEMENT**

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

CONTRACT NO.: 1271577

DATE: 09/06/12

ADVERTISER: American Freedom Defense Initiative/AFDI

SALESPERSON: Howard Marcus (151)

Client Supplies Production: Yes

*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 CBS OUTDOOR'S  
MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

**ADVERTISER**

AFDI Initiative  
1040 1st Ave.  
Room 121  
New York, NY 10022  
516-426-7630  
Attn: Pamela Geller

Subject to the terms of the Production Information Addendum Page and the CBS Outdoor Terms and Conditions of Advertising Service each attached hereto and made a part hereof, "ADVERTISER/AGENCY" hereby contracts with CBS Outdoor ("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	Dioramas/Rail Dioramas	Media/Location(s)	Size	GRP/ EOI 18+	Units	Advertising Period	No. of Periods	* Period Cost
Washington, DC			43" H X 62" W	SPECIAL	4	09/24/12-10/21/12	1.00 4W	\$5,600.00

Special Instructions:

PRE-PAYMENT REQUIRED

Net Agreement Total:

\$5,600.00

THIS AGREEMENT IS NON-CANCELLABLE 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 CBS OUTDOOR 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 CBS OUTDOOR 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 - CBS OUTDOOR

ADVERTISER/AGENCY

AUTHORIZED SIGNATURE - TITLE

BY

DATE

PLEASE PRINT ROBERT SPENCER CFB, AFDI DATE 9/6/12

NAME - TITLE

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

**ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM**

PAGE 2 OF 3

CONTRACT NO.: 1271577

DATE: 09/06/12



ADVERTISER  
AFDI Initiative  
1040 1st Ave.  
Room 121  
New York, NY 10022  
516-426-7630  
Attn: Pamela Geller

ADVERTISER: American Freedom Defense Initiative/AFDI

SALESPERSON: Howard Marcus (151)

*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 CBS OUTDOOR'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
Washington, DC	Dioramas/Rail Dioramas	43"H X 62"W	09/10/12	8	CBS Outdoor/J.Perez Assoc. Inc 9248 Hampton Overlook Capital Heights, MD 20743 301-324-0284 Attn: Dez Larkin		

1. As used in this herein, Company shall mean CBS Outdoor 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.