

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

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

Plaintiffs,

v.

**Letitia James**, in her official  
capacity as Attorney General of  
New York; **Denise Miranda**, in  
her official capacity as  
Commissioner of the New York  
State Division of Human Rights;  
and **Weeden Wetmore**, in his  
official capacity as District Attorney  
of Chemung County,


Defendants.

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

**Notice of Dismissal of Claims against  
the County Defendant**

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiffs, Emilee Carpenter, LLC and Emilee Carpenter, and Defendant Weeden Wetmore, in his official capacity as District Attorney of Chemung County, agree to the dismissal of this action with prejudice based on the Stipulation of Non-Enforcement attached to this notice as Exhibit A. The parties will each pay their own costs and expenses associated with litigating this case.

Respectfully submitted this 23rd day of December, 2024.

By:   
\_\_\_\_\_  
/s/ M. Hyder Hussain  
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*Attorney for County Defendant, DA  
Wetmore*

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

**CERTIFICATE OF SERVICE**

I hereby certify that on December 27, 2024, I electronically filed the foregoing document and the accompanying exhibit with the Clerk of Court and that the foregoing document will be served via the CM/ECF system on all counsel of record.

Dated: December 27, 2024

BOND, SCHOENECK & KING, PLLC

By:           /s/Michaela J. Mancini          

Michaela J. Mancini

*Attorneys for Defendant Weeden  
Wetmore*

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STIPULATION OF NON-  
ENFORCEMENT

Plaintiffs, Emilee Carpenter, LLC and Emilee Carpenter (collectively, “Plaintiffs”), and Defendant Weeden Wetmore, in his official capacity as District Attorney of Chemung County (“Defendant”, or the “County”), jointly submit the following Stipulation of Non-Enforcement:

1. Plaintiffs brought a pre-enforcement challenge in the action *Emilee Carpenter, LLC et al. v. James, et. al.*, Case No. 6:21-cv-06303-FPG (W.D.N.Y.) (the “Action”), alleging that New York’s Human Rights Law (N.Y. Exec. Law § 296(2)(a)) and New York’s Civil Rights Law (N.Y. Civ. Rts. Law § 40-c) violate their constitutional rights as applied to their creation of engagement and wedding photography and blogs.

2. Defendant Wetmore has the authority to enforce N.Y. Exec. Law § 296(2)(a) and N.Y. Civ. Rts. Law § 40-c.

3. N.Y. Exec. Law § 296(2)(a) prohibits public accommodations from refusing, withholding from, or denying a person any of the accommodations, advantages, or privileges offered by the public accommodation on account of sexual orientation and other characteristics.

4. N.Y. Exec. Law § 296(2)(a) prohibits public accommodations from publishing, circulating, issuing, displaying, posting, or mailing any written or printed communication to the effect that any of the accommodations, advantages, facilities, and privileges of the public accommodation will be refused, withheld from, or denied to any person on account of sexual orientation and other characteristics.

5. N.Y. Exec. Law § 296(2)(a) also prohibits public accommodations from publishing, circulating, issuing, displaying, posting, or mailing any written or printed communication to the effect that the patronage of a person at the public accommodation is unwelcome, objectionable or not acceptable, desired, or solicited on account of a persons' sexual orientation and other characteristics.

6. Defendant Wetmore has an ongoing interest in prohibiting discrimination on account of sexual orientation in Chemung County by enforcing N.Y. Exec. Law § 296(2)(a) and N.Y. Civ. Rts. Law § 40-c.

7. Defendant Wetmore's interests in prohibiting discrimination on account of sexual orientation in Chemung County are not undermined by this stipulation of non-enforcement.

8. It is hereby stipulated and agreed that Defendant Wetmore in his official capacity, as well as his officers, agents, employees, attorneys, and all persons in active concert or participation with them shall not implement or enforce N.Y. Exec. Law § 296(2)(a) or N.Y. Civ. Rts. Law § 40-c against Plaintiffs to:

- a. Force Plaintiffs to offer or create photographs or write blogs celebrating or depicting same-sex engagements and weddings or otherwise to create or depict photographs or blogs inconsistent with their religious beliefs about marriage;
- b. Prevent Plaintiffs from adopting their desired Beliefs and Practices Policy (Verified Complaint Exhibit 1);
- c. To prevent Plaintiffs from asking prospective clients questions sufficient to determine whether they seek photography services celebrating a same-sex wedding or engagement or from asking materially similar questions;
- d. To prevent Plaintiffs from posting their desired statement (Verified Complaint Exhibit 2) on their website or from making materially similar statements on their website, social media sites, or directly to prospective clients.

9. Plaintiffs hereby release, acquit, and forever discharge the County, its officers, agents, servants, employees, and attorneys of and from any and all claims, actions, causes of action, demands, rights, damages, attorneys' fees, costs, agreements, grievances, obligations, loss of service, expenses and compensation whatsoever, direct or indirect, known or unknown, discovered or undiscovered, which Plaintiffs have in any way related to or arising out of the acts, transactions, occurrences, or omissions that are described, alleged, or contained in the Verified Complaint (Doc. 1).

10. Plaintiffs agree to voluntarily dismiss their case against the County with prejudice as to acts, transactions, occurrences, or omissions that are described, alleged, or contained in the Verified Complaint (Doc. 1). Dismissal is without prejudice to Plaintiffs bringing an action should the County or its successors

threaten or attempt to enforce the N.Y. Exec. Law § 296(2)(a) or N.Y. Civ. Rts. Law § 40-c in violation of the terms of this Stipulation..

11. The County does not admit liability in this case.

12. The parties will each pay their own costs and expenses associated with litigating this action.

13. Each party acknowledges that it is not relying on the representations of any other party or the other party's counsel. All parties acknowledge that each has been directed to seek the counsel of its own attorney for advice regarding this agreement.

14. This agreement was entered into in good faith based upon arms-length negotiation between the parties and their counsel.

15. This constitutes the entire agreement between Plaintiffs and the County hereto pertaining to this action, and supersedes and embodies, merges, and integrates all prior and current agreements and understandings of Plaintiffs and the County, whether written or oral, with respect to the action and this agreement, and may not be clarified, modified, changed, or amended except in a writing duly executed by Plaintiffs and the County or an authorized representative.

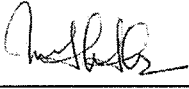
16. The terms of this agreement shall be governed by and construed in accordance with, the laws of the State of New York applicable to contracts to be performed wholly within the State of New York, without regard to its conflict-of-laws or choice-of-law rules and principles.

17. This agreement, which may be executed in counterparts, shall be effective once it has been signed by all of the signatories identified below.

18. Electronic signatures shall be deemed as valid and enforceable as original ink signatures.

**SO STIPULATED AND AGREED**

Respectfully submitted this 23rd day of December, 2024.

By:   
M. Hyder Hussain  
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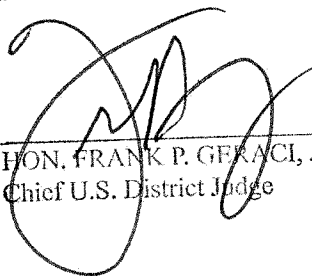
*Attorney for County Defendant, DA  
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*Attorneys for Plaintiffs*

SO ORDERED THIS 6<sup>th</sup> DAY OF Jan 2025

  
HON. FRANK P. GERACI, JR.  
Chief U.S. District Judge