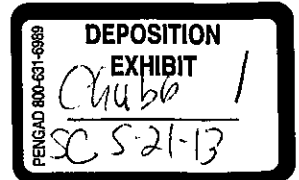


EXHIBIT 5

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN



AMERICAN FREEDOM DEFENSE
INITIATIVE; *et al.*,

Plaintiffs,

v.

SUBURBAN MOBILITY AUTHORITY
for REGIONAL TRANSPORTATION
("SMART"), *et al.*,

Defendants.

2:10-cv-12134-DPH-MJH

**PLAINTIFFS' RE-NOTICE OF
RULE 30(b)(6) DEPOSITION
DIRECTED TO DEFENDANT
SMART**

Hon. Denise Page Hood

Magistrate Judge Hluchaniuk

AMERICAN FREEDOM LAW CENTER
Robert J. Muise, Esq. (P62849)
P.O. Box 131098
Ann Arbor, Michigan 48113
rmuise@americanfreedomlawcenter.org
(734) 635-3756

David Yerushalmi, Esq. (Ariz. Bar No.
009616; DC Bar No. 978179; Cal. Bar No.
132011; NY Bar No. 4632568)
1901 Pennsylvania Avenue NW
Suite 201
Washington, D.C. 20006
david.yerushalmi@verizon.net
(646) 262-0500
Counsel for Plaintiffs

THOMAS MORE LAW CENTER
Erin Mersino, Esq. (P70866)
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emersino@thomasmore.org
(734) 827-2001
Counsel for Plaintiffs

SMART
Avery E. Gordon, Esq. (P41194)
Anthony Chubb, Esq. (P72608)
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agordon@smartbus.org
achubb@smartbus.org
(313) 223-2100
Fax: (248) 244-9138
Co-Counsel for Defendants

VANDEVEER GARZIA, P.C.
John J. Lynch (P16887)
Christian E. Hildebrandt (P46989)
1450 W. Long Lake Road, Suite 100
Troy, MI 48098
jlynch@vgpclaw.com
childebrandt@vgpclaw.com
(248) 312-2800
Fax: (801) 760-3901
Co-Counsel for Defendants

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiffs will take the deposition upon oral examination of Defendant Suburban

Mobility Authority for Regional Transportation (“SMART”) on **Tuesday, May 21, 2013**, at **10:00 a.m.**, before an officer authorized to administer oaths at Atrium One Office Center, 900 Victors Way, Suite 135, Ann Arbor, Michigan 48108. Said deposition(s) will be recorded by stenographic and/or audiovisual (video) means and will continue until adjourned. This examination(s) will be subject to further continuance from time to time and place to place until completed.

SMART has designated Anthony Chubb as the person who consents to testify on its behalf as to the following matters:

1. The facts and circumstances relating to Defendants’ rejection of Plaintiffs’ advertisement, which is the subject of this litigation.
2. The facts and circumstances relating to Defendants’ acceptance of the advertisement identified in Exhibit G to the Pamela Geller declaration filed in support of Plaintiffs’ motion for preliminary injunction.
3. The facts and circumstances relating to the creation, adoption, and application of SMART’s policy and/or procedure that was/were applied to reject Plaintiffs’ advertisement, which is the subject of this litigation.
4. The facts and circumstances relating to all advertisements accepted and/or rejected under SMART’s policy and/or procedure that was/were applied to reject Plaintiffs’ advertisement, which is the subject of this litigation.
5. The facts and circumstances relating to Defendants’ policies and/or procedures to accept or reject advertisements on SMART buses in general and in the particular cases referenced in this litigation and in documents produced by Defendants during discovery.

6. The facts and circumstances related to the revenue generated by SMART's advertising policies and/or procedures, including revenue generated by the application of the policy and/or procedure that was/were applied to reject Plaintiffs' advertisement, which is the subject of this litigation.

You are invited to attend and cross-examine the witness(es).

Respectfully submitted,

AMERICAN FREEDOM LAW CENTER

/s/ Robert J. Muise
Robert J. Muise, Esq.

/s/ David Yerushalmi
David Yerushalmi, Esq.

THOMAS MORE LAW CENTER

/s/ Erin Mersino
Erin Mersino, Esq.

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

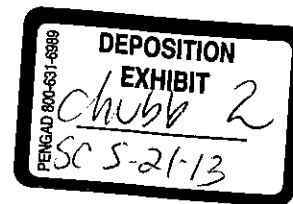
I hereby certify that on May 10, 2013, a copy of the foregoing was emailed to all parties of record by written agreement of counsel.

/s/ Robert J. Muise
Robert J. Muise, Esq.

Gibbons, Beth

From: Hawkins, Robert B [robert.hawkins@cbsoutdoor.com]
Sent: Thursday, May 13, 2010 11:43 AM
To: Gibbons, Beth
Cc: Carroll, Tom F
Subject: FW: Leaving Islam
Attachments: leavingislam2.jpg

Importance: High



Beth,

Is this a bus king ad that SMART would approve?

Robert B. Hawkins
Sales Manager, Displays Division
CBS Outdoor
88 Custer Ave.
Detroit, MI 48202

(313) 556-7115 (ph) / (313) 872-8066 (fax)

**Fatwa on your head?
Is your family or community threatening you?**

**Got Questions?
Get Answers!**

LEAVING ISLAM?

**Got Questions?
Get Answers!**

RefugeFromIslam.com

RefugeFromIslam.com



Exhibit A

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

**REQUEST FOR PROPOSALS
BUS ADVERTISING**

Prepared by:
SMART
Oakland Procurement Office
2021 Barrett Dr.
Troy, MI 48084

Return to Attention of: **L. Paul Jacques, Senior Purchasing Agent**

RFP Control Number: 08-2023
RFP Due Date: 2:00 PM ET, NOVEMBER 6, 2008

VENDOR NAME: _____

REPRESENTATIVE NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE : _____ FAX _____

EMAIL: _____

- c. Advertising Contract List by Type -- Includes a list of contracts by type, e.g. tails, queens, kings, shelters, etc., for the previous month.
 - d. All monthly reports shall be provided to SMART electronically within fifteen (15) days after the end of each month.
 - e. Other reports as determined by SMART
2. Quarterly
- a. Advertising Revenue Report - Contractor shall provide a quarterly statement of advertising rates and sales in conformance with Contract requirements and dates when the advertising expires.
 - b. Quarterly reports shall be provided to SMART electronically within fifteen (15) days after the end of each quarter.
 - c. Other reports as determined by SMART.
3. Annual
- a. A reconciliation of SMART's share of net advertising revenue for the past fiscal year ended June 30.
 - b. Annual report shall be provided to SMART electronically within fifteen (15) days after June 30.
 - c. Other reports as determined by SMART.

The Contractor must maintain a record of all interior and exterior advertising posted and removed by bus number, which SMART can review upon request.

In addition to the requirements stated in Section 2.34, SMART reserves the right to audit backup documentation from which the reports are derived using its own staff or a contracted auditing firm.

The Contractor will be required to attend quarterly meetings – or as determined necessary by SMART - with designated SMART personnel to review reports and program status.

- B. Records
- a. Copies of all executed advertising contracts entered into with advertisers shall be provided to SMART within twenty (20) days of the date of execution.
 - b. Copies of all invoices sent to advertisers. Invoice copies shall be provided within fifteen (15) days of the last day of the month when the invoice was sent.
 - c. In addition to the requirements stated in Section 2.34, SMART reserves the right to audit the Contractor's records at any time during the term of the Contract and for six years thereafter. Contractor must retain all records relating to this Contract for at least six years after the expiration of the Contract.

5.07 Advertising Guidelines

A. Rate Card

Contractor shall develop a Rate Card which establishes a schedule of rates at which advertising space will be sold. The Rate Card shall be forwarded to SMART within 30 days of the award, quarterly, and 30 days prior to any changes to the rates throughout the course of this Contract.

B. Restriction on Content

In order to minimize chances of abuse, the appearance of favoritism, and the risk of imposing upon a captive audience, Offeror shall not allow the following content:

- 1. Political or political campaign advertising.
- 2. Advertising promoting the sale of alcohol or tobacco.
- 3. Advertising that is false, misleading, or deceptive.
- 4. Advertising that is clearly defamatory or likely to hold up to scorn or ridicule any person or group of persons.
- 5. Advertising that is obscene or pornographic; or in advocacy of imminent lawlessness or unlawful violent action.

C. Review of Advertising Content

Before displaying any advertising, exhibit material, or announcement which Contractor believes may be in violation of Section 5.07.B, "Restriction on Content," Contractor shall first submit the material to SMART for review. SMART shall make the final determination as to all violations of Section 5.07.B.

D. Changes in Authorized Advertising

It is mutually acknowledged and understood that advertising and the grant of advertising rights provided for herein are only incidental to SMART's transportation business, which may undergo changes affecting the advertising rights granted herein. SMART accordingly shall have no liability to Contractor for any change in its routes or in the number of transit vehicles operated by it or ridership or for any other change in its business activities which may affect the level or scope of advertising authorized by SMART. SMART shall give the Contractor a minimum of ninety (90) days' notification if policy decisions regarding advertising are to be made. Contractor agrees that any and all contracts it enters into with advertisers shall contain a clause permitting cancellation without penalty, except for prorating of fee, upon sixty (60) days' notice.

E. Reasonable Proof

Reasonable proof or clarification of statement contained in any advertisement, exhibit material or announcement may be required by SMART as a condition of use or continued use of advertising space.

F. Immediate Removal

Contractor shall immediately remove, at Contractor's sole expense, upon written demand of SMART or its authorized representative, a display, sign, poster or any other advertising material, including advertising content, which does not meet with SMART's approval. In the event that such matter is not removed within three working days of receipt of the written demand, SMART or its authorized representative may remove said materials or display and Contractor shall pay any costs incurred by such action. SMART or its authorized representative shall not in any way be held responsible or liable for any damage to the buses or materials so removed by SMART.

5.08 Maintenance Guidelines

A. Contractor Access to Buses

- a. The Contractor shall have reasonable access to buses and facilities listed at 5.08 (b) for the purpose of carrying out this Contract. Such access shall be during the non-peak service hours of each facility which are:

- 10 p.m. to 2 a.m., Monday through Friday
- 8 a.m. to 4:30 p.m., Saturday
- 6 p.m. to midnight, Sunday/Holidays

b. Terminal Locations

- SMART Macomb Terminal, 22900 Fifteen Mile Rd., Clinton Township, MI 48035
- SMART Oakland Terminal, 2021 Barrett St., Troy, MI 48084
- SMART Wayne Terminal, 30000 Industrial Drive, Inkster, MI 48141

- c. The facilities shall have no obligation to provide access beyond the times stated to facilitate the Contractor. The Contractor shall pay for any labor costs incurred by SMART as a result of any agreement to provide access beyond the times stated.
- d. The Contractor must sign in with the maintenance foreman or other designated person prior to servicing bus advertisements and otherwise comply with all access requirements of each facility. Contractor's personnel must display identification while on SMART property.
- e. All work must be approved by the Maintenance Foreman prior to leaving the facility.
- f. Contractor will not interfere with the normal operation of SMART facilities, equipment, or the work of any contractors or subcontractors on SMART property. Prior approval for any potential interference must be submitted to SMART Marketing Program Manager 48 hours in advance. Contractor will be notified of approval or denial of request. Standard procedure shall be that contractor gives the SMART



Response to

Suburban Mobility Authority for Regional Transportation

Request for Proposal

Number: 08-2023

Bus Advertising

TECHNICAL PROPOSAL

November 2008

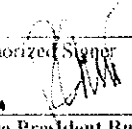


THIS PAGE IS TO BE REMOVED AND SUBMITTED AS PART OF PACKAGE NO. 2 PER INSTRUCTIONS IN SECTION 1.11.

1.36 Offer

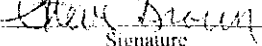
Offeror shall complete the following form and include same in the price proposal.

The Offeror is required to sign this OFFER (Section 1.36) in duplicate. Two pages have been provided for this purpose. If the Offeror is the successful Offeror, SMART will execute both pages of the Notice of Award (Section 1.37) and mail one original signature page to the Offeror.

OFFER By execution below Offeror hereby offers to furnish services as specified in Advertising Request for Proposals No. 08-2023 including all sections therein.
Offeror: CBS Outdoor
Name Richard Ament
Street Address 405 Lexington Avenue
City, State, Zip New York, NY 10174
Signature of Authorized Signer 
Title Senior Vice President Business Development, Displays Division
Phone 212-297-6530

1.37 Notice of Award

By execution below, Procuring Agency accepts Offer as indicated above.

Contracting Officer: 
Signature

Date of Award: 03/25/09

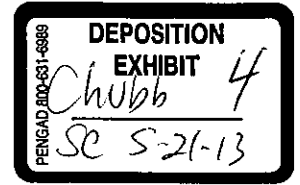


EXHIBIT G



HOME | LOGIN | SITE MAP

Ride SMART | News & Info | Contact SMART | SMART Business | SMART Employment | MySMART

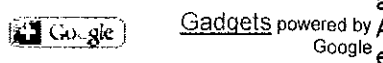


SMART Business

- Advertise with SMART
- How To Become A Vendor
- Vendor FAQ
- Policies and Regulations
 - Circular 4220 1E
 - State Law
 - Board Policy
 - Protest Procedures
 - Required Clauses
 - Affirmative Action Statement
 - DBE Statement
- Contact SMART Procurement
- Office of DBE-EEO
- Title VI Policy

Google Translate

Select Language



For best results, please use Internet Explorer 6 or later versions.

DEPOSITION EXHIBIT 5
 Chubb
 SC 5-21-13
 PENDING 800-631-8989

POLICIES AND REGULATIONS

SMART was created through legislation, Public Act 204, enacted by the Michigan Legislature and signed into law by the Governor in 1974. SMART receives funding from the federal government, via the Federal Transit Administration, the State of Michigan, via the Department of Transportation, and the counties of Macomb, Oakland and Wayne. As a public agency and because of the multiple funding sources, SMART is governed by *all* of these same entities.

The procurement function at SMART must comply with FTA Circular 4220.1E, State law, Section 17 of P.A. 204, as amended, and policy as set forth by SMART's Board of Directors in Board Policy Number 1, Contracting Policy. These governing documents are provided for your reference.

The General Counsel of the Authority shall review all contracts of the Authority to assure their sufficiency as to form, compliance with laws and regulations, terms of applicable grant contracts, and to otherwise protect the best interest of the Authority. The Manager of Procurement is responsible to the General Manager for ensuring compliance with *all* of the requirements set forth in these governing documents. All of the requirements do not apply to each solicitation issued by the Procurement Department. In addition, the requirements of each document differ in many respects.

The professional staff in SMART's Procurement Department is responsible for knowing which requirements apply and for reconciling any conflict among the multiple requirements. Refer to the Contact Listing for the Procurement Department should you wish to speak to someone regarding policies and regulations.

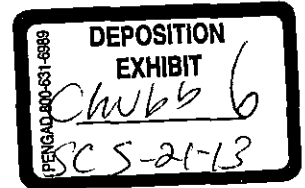
PROTEST PROCEDURES

Interested Parties that believe they have been aggrieved by a solicitation or the award of any resulting contract may file a written notice of protest with the General Manager of SMART and shall serve the copies upon the General Counsel. The General Manager or his designee shall hear and determine the merits of said protest, and shall advise all competitors that a protest has been filed. The General Manager may receive evidence and legal arguments from any interested party, but shall not be bound by the rules of evidence nor formal procedure. Unless otherwise directed by the General Manager, issues will be judged on the basis of written evidence and written arguments. All documents received by the General Manager shall be stamped with the date and time received and logged into the protest file folder. The General Manager shall promptly issue his findings and conclusions to the protesting party, and shall advise the Board of Directors and other interested parties.

Issues addressing the adequacy of Proposals or requests for Proposals, including without limitation the pre-award procedure, the instructions, general conditions and specifications and scope of work must be received by the General Manager no later than eight (8) calendar days prior to the time set for receipt of Proposals. Thereafter, such issues are deemed waived by all interested parties. When the General Manager decides that a protest lacks merit, all interested parties shall be so advised, in writing, and the evaluation and award process will continue. Notice of decision is served upon all interested parties by certified mail.

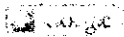
HOME LOGIN REGISTER

Home SMART News & Info Contact SMART SMART Business SMART Employment MySMART



Google Translate

Select Language



Gadgets powered by Google

For best results, please use Internet Explorer 6 or later versions.

ADVERTISE WITH SMART

Bus Exteriors, Interiors & Shelters

CBS Outdoor is SMART's official Bus and Shelter Advertising agency and brings with them immense experience in transit advertising as well as a great knowledge of the Detroit transit market.

With SMART's fleet consisting of more than 380 buses and over 70 shelters, you can drive your message deep into the communities you want to reach. Saturate Southeast Michigan with transit and shelter advertising through SMART.

Contact:

Robert B. Hawkins
Sales Manager, Displays Division
CBS Outdoor
88 Custer Ave.
Detroit, MI 48202

(313) 556-7115 (ph)
(313) 872-8066 (fax)

Advertising Guidelines

As a governmental agency that receives state and federal funds, SMART is mandated to comply with federal and state laws. First Amendment free speech rights require that SMART **not censor free speech** and because of that, **SMART is required to provide equal access to advertising on our vehicles.**

To comply with these requirements, SMART has in place advertising guidelines for which all advertisements are reviewed against. Any such advertising which does not violate the SMART advertising guidelines or the law must be posted.

Advertising posted on SMART property does not always reflect the views or opinions of SMART, its employees or riders.

©Copyright SMART All Rights Reserved.

[Privacy Policy & Terms of Use](#)

Hurting after Abortion?



DEPOSITION
EXHIBIT
Chubb 7
SP 5-21-13
PENGA 800-631-6989

Jesus, I trust in you.

Confidential Help:

877-HOPE-4-ME

www.RachelsVineyard.org

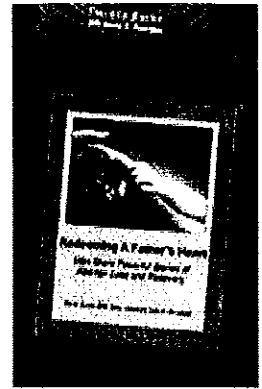
Created by: ProjectLIFEBOARD.org



Sample Church:

**Redeeming a
Father's Heart
Men Share Powerful
Stories of Abortion Loss
and Recovery**

The powerful stories of 10
courageous men with
the common desire
to process the truth of
their abortion experience.



*Do not continue to live in the shame, fear or
pain of your abortion - call our toll free national hotline: Rachel's Vineyard 877/ HOPE 4 ME! (877-467-3463)
National Hotline for Abortion Recovery: 866-482-1111 (866-482-1111)*

Rachel's Vineyard is a safe place to renew, rebuild and redeem hearts broken by abortion. Weekend retreats offer you a supportive, confidential and non-judgmental environment where women and men can express, release and reconcile painful post-abortive emotions to begin the process of restoration, renewal and healing.

Rachel's Vineyard can help you find your inner voice. It can help you experience God's love and compassion on a profound level. It creates a place where men and women can share, often for the first time, their deepest feelings about abortion. You are allowed to dismantle troubling secrets in an environment of emotional and spiritual safety.

Rachel's Vineyard is therapy for the soul. Participants, who have been trapped in anger toward themselves or others, experience forgiveness. Peace is found. Lives are restored. A sense of hope and meaning for the future is finally re-discovered.

Healing the pain of abortion -- one weekend at a time.

DEPOSITION
EXHIBIT
Chubb 13
SC 520-13

ADVERTISER AGREEMENT

PAGE 1 OF 3



CBS Outdoor
88 Cass Ave.
Detroit, MI 48202
(313) 872-6030
(313) 872-8066

CONTRACT NO.: 1165872

DATE: 03/12/12

ADVERTISER: AIDS Partnership Michigan

SALESPERSON: Karen Jones (DK8)

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.

AGENCY

And So She Wrote LLC
7 Hatter Road
Pleasant Ridge, MI 48069
248-417-8115
Attn: Jeanne Ruzzin

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 displays) 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/Locations)	Size	GRP/EOI 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Detroit, MI Bus	Bus Shelters	68.25"hx47.25"w	UNIT	1	03/02/12-04/29/12	1.00	4W	\$450.00
Detroit, MI Bus	Bus Shelters	68.25"hx47.25"w	SPECIAL	2	03/26/12-04/23/12	1.00	4W	\$900.00

Special Instructions:

Net Agreement Total: \$1,350.00

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 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.

3/13
Tom
Bob
Karen
Randy
Kyisha
Robert

ACCEPTED AND AGREED TO BY - CBS OUTDOOR

BY *[Signature]* DATE 3/14/12

ADVERTISER/AGENCY *[Signature]* OWNER

PLEASE PRINT JEANNE RUZZIN DATE 3/12/12
NAME - TITLE OWNER

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



www.fixx.com

fixx

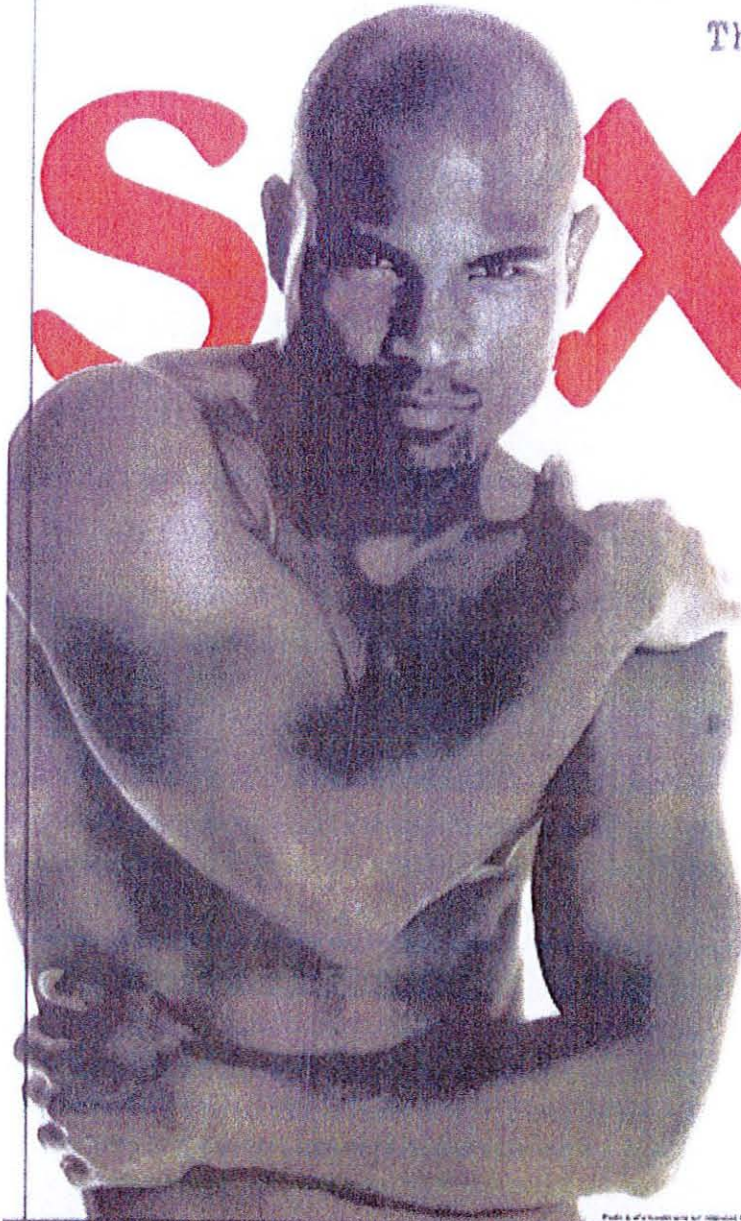
Knowing your fixx status shows confidence. That's always a good thing to say.

DEPOSITION
EXHIBIT
14
Chulio
SC 5-21-13
PENGAD 800-631-6989



Knowing your HIV status
shows confidence.
That's always

sexy



END A FREE TEST SET
SPECIALLY DESIGNED
BY INFORMATION
DONTRECONFID



Write: Estimates
for each.com/estimate

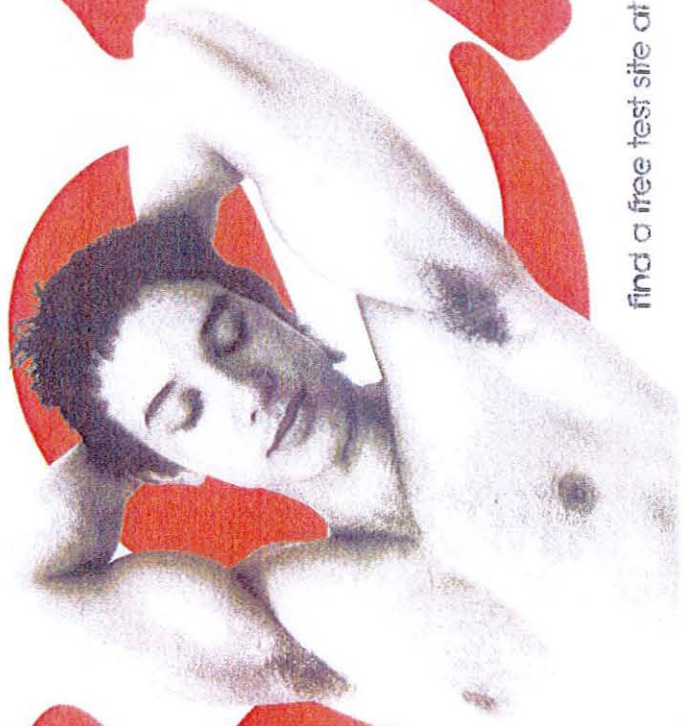
PENGAD 800-631-6989
DEPOSITION
EXHIBIT 15
Hubb
SC 5-21-12

statussexy.com

DEPOSITION
EXHIBIT
Cruibe 16
SC 5-21-13
PENGAD 800-631-6969

Knowing your HIV status before you get down. That's

STATUSXX

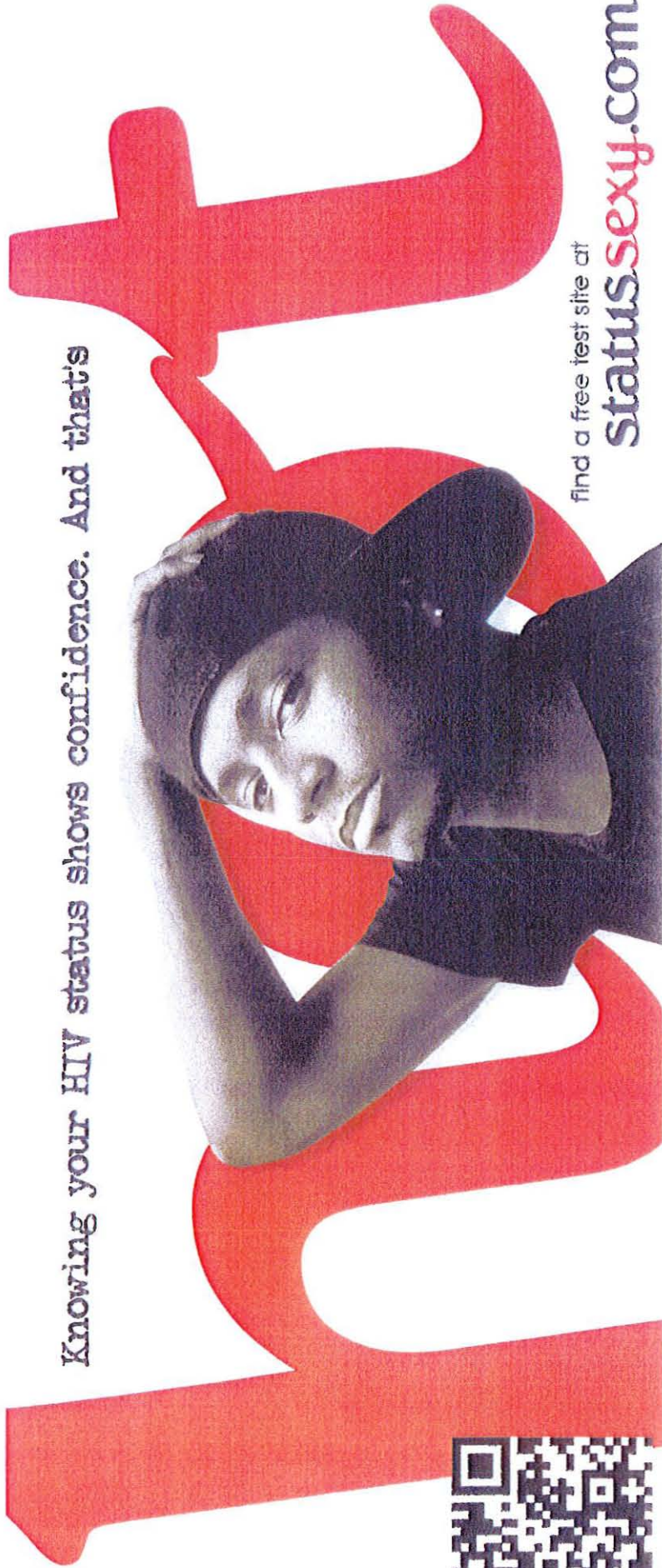


find a free test site at Statussexy.com

© 2013 StatusXX, Inc. All rights reserved. HIV testing is available at Statussexy.com.
HIV testing is available at Statussexy.com.
HIV testing is available at Statussexy.com.

PENGAP 800-631-6989
DEPOSITION
EXHIBIT
Mube 17
SC 5-21-13

Knowing your HIV status shows confidence. And that's

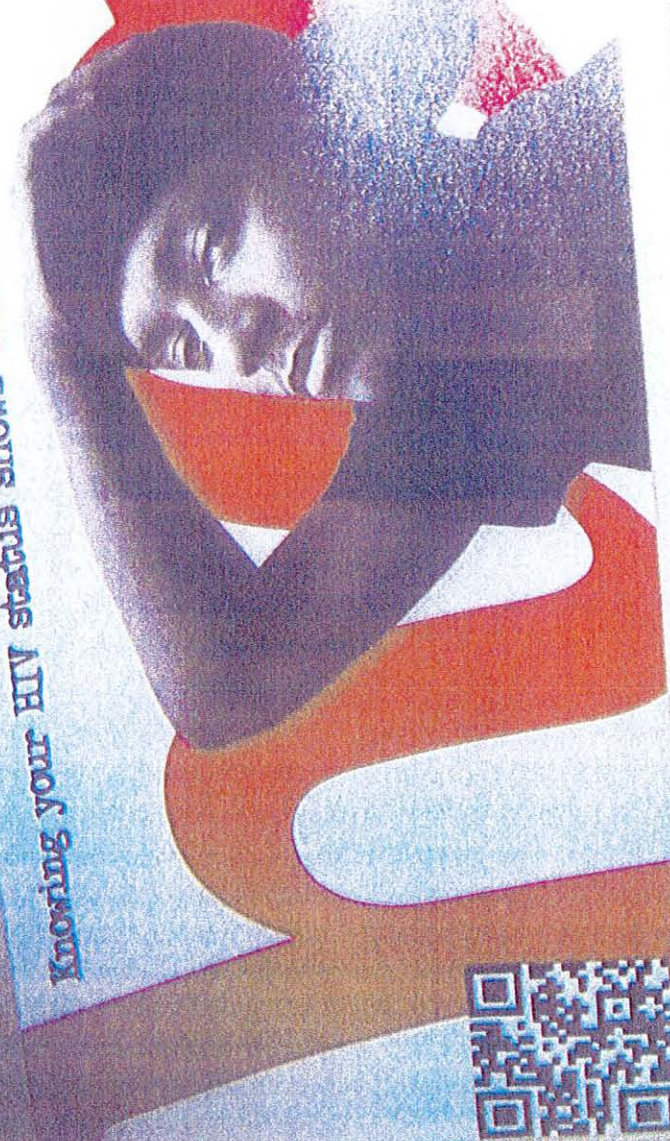


find a free test site at

statussexy.com

DEPOSITION
EXHIBIT
Chubb 18
SC 5-21-13

Knowing your HIV status shows confidence. And it's



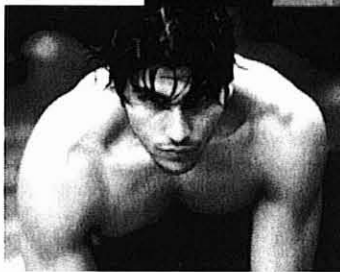
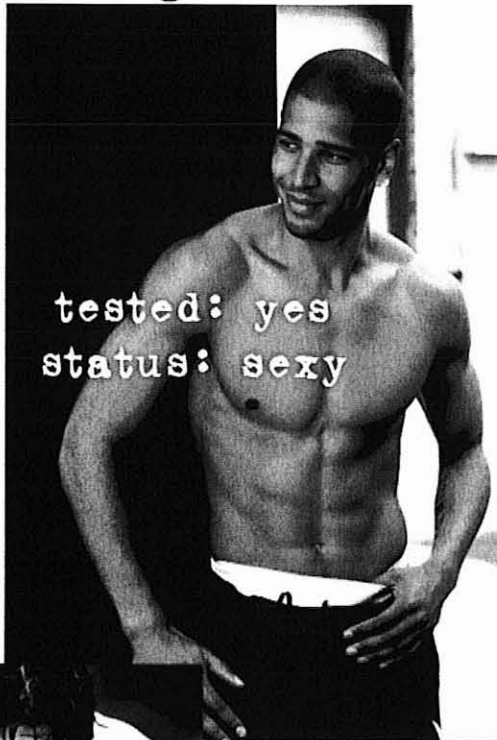
UIC

statussexy.com



800 872 2437

- home
- hiv Info
- find a test site
- free condoms
- heroes/share
- events & calendar
- photos
- get involved



Knowing your HIV status shows confidence. And that's **sexy.**

You believe you're hot no matter what. And you show it by knowing your HIV status. That's so Status Sexy. We're a community-based organization, fighting HIV/AIDS in Michigan with info, events and sexy stuff. You hot enough to be StatusSexy?

what's going on



TESTING TOGETHER is a new way to be statussexy with your boo! **Get the details.**

There is a great story about us on Thebody.com **Check it out.**

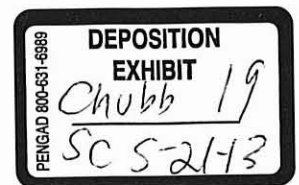
Want to join the statussexy movement? **Email us.**

New! StatusSexy Heroes

Fight HIV with your own avatar and adventure story. Hundreds of options and outfits, plus add your own text. [create hero](#) [see other heroes](#) [rate heroes](#)

© 2013 StatusSexy™. Funded by MDCH. Photos are for illustrative purposes and do not indicate anyone's HIV status or sexual orientation. [sign in](#)

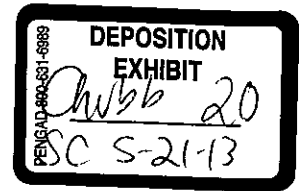
[ABOUT](#) [CONTACT](#) [LEGAL & TERMS OF USE](#)





THE BODY*

The Complete HIV/AIDS Resource



[Print this page](#) • [Back to Web version of article](#)

PREVENTION/EPIDEMIOLOGY

Michigan: "Status Sexy" Campaign Hits Bus Stops in Pontiac, Detroit, Washtenaw County

May 23, 2012

The "Status Sexy" campaign uses images of attractive, shirtless men to convey its message encouraging men who have sex with men to be tested for HIV.

Bus stop ads are running in Pontiac and Detroit. The Ann Arbor Transit Authority recently approved the ads for placement in its buses. Advocates see this as a victory since last year, when the campaign was introduced, AATA first approved and then rejected the ads, describing them as "inappropriate."

"Fear, homophobia, racism, and a top-down mentality are factors that we feel enable this epidemic, so we won't allow those factors to guide this campaign" said Will Bowen, community mobilization project associate with AIDS Partnership Michigan (APM). "Everyone is allowed to have an opinion, but the opinions of our community are the ones that matter. We didn't set out to make everyone happy. We're fighting AIDS." Campaign planners spent eight months gathering community input on the concept, which was carried out by the local creative boutique AndSoSheWrote.

Campaign partner testing sites include the HIV/AIDS Resource Center, Washtenaw County Health Department, Detroit Community Health Connection, Detroit Health and Wellness Promotion, EMU Wellness Center, Horizon's Project, Access, Teen Health Center, APM and APM Pontiac. Areas targeted were based on data from CDC and the Michigan Department of Community Health.

For more information, visit www.statussexy.com.

[Back to other news for May 2012](#)

Excerpted from:

Between the Lines (Livonia)

04.26.2012; Crystal Proxmire

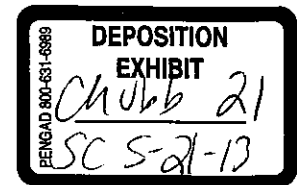
This article was provided by [U.S. Centers for Disease Control and Prevention](#). It is a part of the publication *CDC HIV/Hepatitis/STD/TB Prevention News Update*. You can find this article online by typing this address into your Web browser:

<http://www.thebody.com/content/67290/michigan-status-sexy-hits-bus-stops-in-pontiac-det.html>

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2751 E Jefferson Ave Ste 301 Detroit MI 48207



FOR IMMEDIATE RELEASE: October 1, 2012

PRESS CONTACT: HANK MILLBOURNE 313-446-9811/hmillbourne@aidspartnership.org

TESTING TOGETHER ↻ COUPLES HIV TESTING AND COUNSELING

AIDS Partnership Michigan (APM) is excited to announce **TESTING TOGETHER**, a ground breaking new HIV testing and counseling service for male couples/sexual partners. Officially known as Couples Voluntary Counseling and Testing (CVCT), **TESTING TOGETHER** provides an opportunity for male couples/sexual partners to get tested for HIV together and receive their results together in a safe, neutral environment in a way that affirms their relationship and allows for open discussion about safer sex. Testing together and receiving your results together can start an ongoing healthy conversation between partners about HIV in their relationship, and allow them to talk openly about building a risk reduction plan together. Trained counselors help the couple through discussions about not only their HIV test results but assist the couple in developing skills for addressing issues around HIV and having continued dialogue about sex within the context of their relationship.

CVCT was first developed more than 20 years ago and utilized with heterosexual couples in Africa and found to reduce HIV transmission by more than 50%. The intervention was adapted for use with male same-sex couples by Emory University researchers, Patrick Sullivan and Rob Stephenson. Focus groups and clinical trials were conducted in Atlanta and Chicago to refine the adaptation of the intervention. HIV test counselors are or have been trained in Atlanta, Chicago, New York, Washington, D.C., Philadelphia, Seattle, San Francisco, Los Angeles, San Diego and now Detroit.

“There are two trends fueling Testing Together. One, the number of gay Americans telling the U.S. Census they're living with same-sex partners nearly doubled in the past decade, to about 650,000 couples. About half those of same-sex partnerships are men who have sex with men (MSM). Additionally, recent research conducted by the Centers for Disease Control suggests that up to 68 percent of new HIV infections in MSM come from a main sex partner, not from casual sex, in part because main sex partners are more likely to forgo condoms” notes Hank Millbourne, APM's Associate Executive Director. “Furthermore there are few interventions or vehicles that affirm male same-sex relationships, **Testing Together** does that in a very honest and open way.”

Couples/sexual partners will be screened separately to determine their eligibility for the service and if eligible will be given a short survey about their relationship. They will then meet with a counselor, discuss risk factors and get tested together. When the results are ready in about fifteen (15) minutes, the counselor will provide them to the couple together. APM is currently the only agency in Michigan with counselors trained to provide this service. The service will officially launch at four APM HIV test sites (APM Main Office –Detroit, APM Pontiac Office, Affirmations Community Center and the Ruth Ellis Center) , beginning October 1, 2012 and will be by appointment only initially.

For more information on **TESTING TOGETHER** or to schedule an appointment, contact Clarence Peoples at APM's Main Office at 313-446-9820 or the Michigan HIV/AIDS/ STD Hotline at 1-800-872-AIDS (2437).

ADVERTISER AGREEMENT



CBS Outdoor
88 Custer Ave.
Detroit, MI 48202
(313) 872-6030
(313) 872-8066

CONTRACT NO.: 0652503

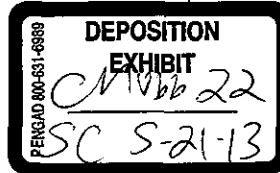
DATE: 09/03/09

ADVERTISER: Greater Detroit Area Health Council

SALESPERSON: Robert B. Hawkins (G90)

Client Supplies Production: No

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
Greater Detroit Area
Health Council
333 W. Fort St.
Suite 1230
Detroit, MI 48226
313-963-4990
Attn: Renee Turner-Bailey

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Market	Media/Location(s)	Size	GRP/DEC	Units	Advertising Period	No. of Periods	*	Period Cost
Detroit, MI Bus	Interior Bus Car Card/SMART	11"H X 28"W	SPECIAL	100	09/14/09-10/11/09	1.00	4W	\$1,000.00

Special Instructions:
Interior Cards will post out of the Wayne Terminal.
Contract includes a 4-week bonus period for posting of Interior Cards.
Bonus period is 10/12/09 - 11/09/09.

Net Agreement Total: \$1,000.00

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ACCEPTED AND AGREED TO BY - CBS OUTDOOR'

BY Robert B. Hawkins DATE 9/3/09

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

PLEASE PRINT _____ DATE _____
NAME - TITLE

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



Put Yourself First

PLAN FIRST!

Free Birth Control & Related Health Care Services

Plan First! offers free family planning services

such as:

• Doctor visits

• Pap & Pelvic exams

• Birth control, including:

Pills, IUDs, Condoms and Diaphragms

Plan First! is for women ages 19-44 who are Michigan residents and U.S. citizens.

Have a baby when the time is right for you.

To find out more about Plan First!

Call 2-1-1 or 1-800-642-3195 or visit:
www.HealthCare4mi.com



Photo: [unclear]

ADVERTISER AGREEMENT



CBS Outdoor
88 Custer Ave.
Detroit, MI 48202
(313) 872-6030
(313) 872-8066

CONTRACT NO.: 1141464

DATE: 02/02/12

ADVERTISER: Oakland County Health Division/WIC/WIC2011

SALESPERSON: Robert B. Hawkins (G90)

Client Supplies Production: No

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

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ADVERTISER

Oakland County Health Dept
Attn: Suzanne Weinert M.Ed.
1200 North Telegraph Bldg 34E
Pontiac, MI 48341
248-452-9174
Attn: Suzanne Weinert

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See Production Information Addendum page for shipping quantities and addresses.

Market	Media/Location(s)	Size	GRP/DEC	Units	Advertising Period	No. of Periods	*	Period Cost
Detroit, MI Bus	Bus Shelters	68.25"hx47.25"w	SPECIAL	2	08/01/11-09/25/11	2.00	4W	\$900.00
Detroit, MI Bus Guar Bonus	Bus Shelters	68.25"hx47.25"w	SPECIAL	2	09/26/11-10/09/11	.50	4W	\$0.00
Detroit, MI Bus	Ultra Kings Size Bus Poster/SMART		SPECIAL	15	08/01/11-09/25/11	2.00	4W	\$7,500.00
Detroit, MI Bus Guar Bonus	Ultra Kings Size Bus Poster/SMART		SPECIAL	15	09/26/11-10/09/11	.50	4W	\$0.00
Detroit, MI Bus	Premium Interior Bus Car Cards/SMART	11"H X 42"W	SPECIAL	20	08/01/11-09/25/11	2.00	4W	\$500.00

Special Instructions:

Net Agreement Total: \$17,800.00

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ADVERTISER/AGENCY

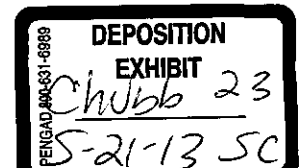
Robert B. Hawkins 2/2/12
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT _____ DATE _____

NAME - TITLE

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



Get tested for
HIV
before your
baby is born.

Even if a mother has HIV,
her baby doesn't have to.

**One Test.
Two Lives.**

100% of women get tested.



CAUTION

THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS

Get tested for HIV before your baby is born.
Even if a mother has HIV, her baby doesn't have to.

One Test. Two Lives.

248-858-5416



ADVERTISER AGREEMENT



CBS Outdoor
88 Custer Ave.
Detroit, MI 48202
(313) 872-6030
(313) 872-8066

CONTRACT NO.: 1080507

DATE: 10/19/11

ADVERTISER: Traffic Safety Assoc. of Macomb County

SALESPERSON: Karen Jones (D68)

Client Supplies Production: No

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
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ADVERTISER

Traffic Safety Assoc. of
Macomb County
32100 Utica Road
Fraser, MI 48026
586-293-5880
Attn: Gail Peterson

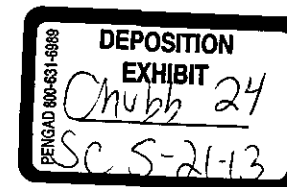
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See Production Information Addendum page for shipping quantities and addresses.

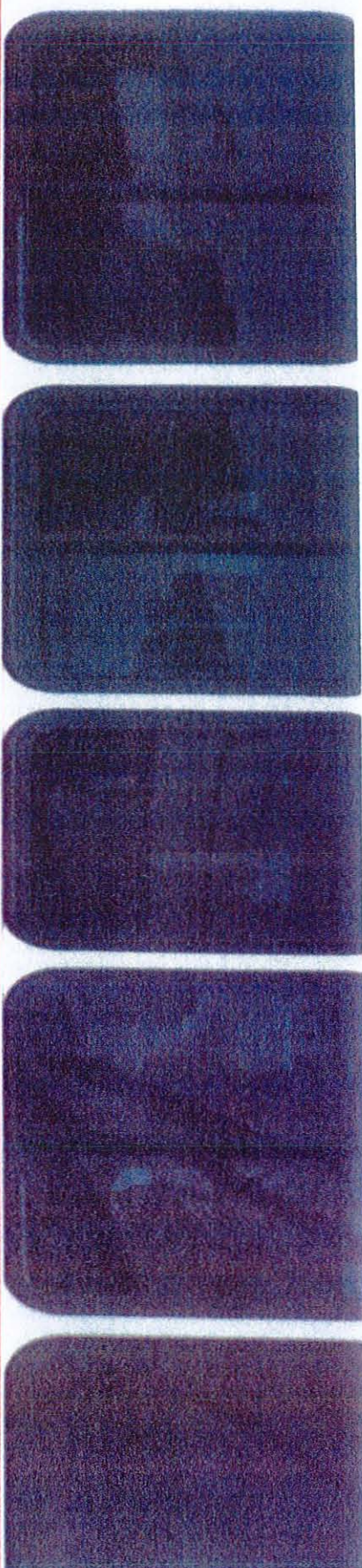
Market	Media/Location(s)	Size	GRP/DEC	Units	Advertising Period	No. of Periods	*	Period Cost
Detroit, MI Bus	King-Size Bus Posters/SMART <i>Macomb only</i>	30"H X 144"W	SPECIAL	15	11/21/11-12/18/11	1.00	OT	\$3,000.00

Special Instructions:

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





CALL 911 REPORT DRUNK DRIVERS


TRAFFIC SAFETY
Association of Macomb County

Sheriff Wickersham

Prosecutor Smith



PENGAD 800-681-6889
DEPOSITION
EXHIBIT
 Chubb 25
 SW 5-21-13

ADVERTISER AGREEMENT		PAGE 1 OF 3						
 CBS Outdoor 88 Casser Ave. Detroit, MI 48202 (313) 872-6030 (313) 872-8866		CONTRACT NO.: 1036711 DATE: 08/04/11 ADVERTISER: Kaiser Family Foundation/Aids SALESPERSON: Dime Ustac (07) Client Supplies Production: Yes <i>Copy must meet Production specifications and be received 10 working days prior to each advertising period.</i> 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 Kaiser Family Foundation 2400 Sand Hill Road Menlo Park, CA 94025 650-854-9400 Attn: Stephen Massey		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	Media/Location(s)	Size	GRP DEC	Units	Advertising Period	No. of Periods	*	Period Cost
Detroit, MI Bus	Bus Shelters		SPECIAL	7	09/12/11-10/09/11	1.00	4W	\$5,250.00
Detroit, MI Bus Outer Buses	Bus Shelters		SPECIAL	7	09/12/11-10/09/11	1.00	4W	\$8.00

Special Instructions:

Net Agreement Total: \$5,258.00

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ACCEPTED AND AGREED TO BY - CBS OUTDOOR

BY [Signature] DATE 8/11/11

ADVERTISER/AGENCY

[Signature]
 AUTHORIZED SIGNATURE - TITLE

PLEASE PRINT Scott Leake, Region Office DATE 8/9/11
 NAME - TITLE

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

8/9
 Tom
 Bob (Tom)
 Diana
 Ann
 Nancy
 Alyssa
 Robert

DECIDING
MOMENT:
"NOT LETTING HIM
HOLD ME BACK!"

Harris

WHAT'S YOUR DECIDING MOMENT?



WE DAIDS
MAKING THE DIFFERENCE
greaterthan.org



DEPOSITION
EXHIBIT
26
W 5-21-13

ADVERTISER AGREEMENT

PAGE 1 OF 3



CBS Outdoor
3110 572-8095
3110 572-8066

CONTACT NO.: 131927

DATE: 06/20/12

ADVERTISER: Under Grace Church

Client Supplies Production: No

SALESPERSON: David Johnson (633)
CBS and/or Production representatives and its resident 19 months ago after each advertising period.
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MANAGER GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Robert
Tom
Bob
Donnie
2-5-12

ADVERTISER:
Under Grace Church
2250 W. Grand Blvd
Detroit, MI 48208
313-380-4372
Attn: Shirley Gordon

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Market	Market segment(s)	Size	CRP/ERI 1st	Units	Advertising Period	No. of Spots	Printed Cost
Detroit, MI Bus	Standard Traffic Signage/STAFF	10 FT X 30 FT	50.00%	5	06/20/12-07/20/12	5	\$945.00

Special Instructions:

Net Agreement Total: \$945.00

pd in full / CE 2576

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ACCEPTED AND AGREED TO BY - CBS OUTDOOR

ADVERTISER/AGENCY

BY: *Shirley Gordon*

PLEASE PRINT: *Kenneth C. Johnson*

DATE: *7/6/12*

DATE: *07.01.2012*

Kenneth C. Johnson
Director

* Period Codes: Weekday: AWed Wed; Daily: OT=One Time; TT=Two Times

22369

5 **SMART**
RICE



CAUTION

-THIS VEHICLE STOPS AT • ALL RAILROAD-CROSSINGS



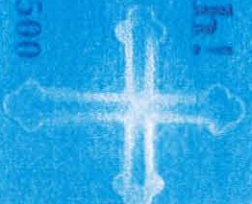
Reverend R. Smith
Minister/President

Feeling Lost? Find Your Path!

Union Grace Church

9:30 am Sundays (Starts June 3rd)

14500 E. 12 Mile • MCC Bldg K • 313-894-2500



ADVERTISER AGREEMENT



CBS Outdoor
88 Custer Ave.
Detroit, MI 48202
Phone (313)872-6030
Fax (313)872-8066

CONTRACT NO.: 1357438

DATE: 01/25/13

ADVERTISER: Kaiser Family Foundation/Aids

SALESPERSON: Thomas F. Carroll (G43)

Client Supplies Production: Yes

Copy must meet Production specifications and be received 10 working days prior to each advertising period.
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ADVERTISER

Kaiser Family Foundation
1330 G Street, NW
Washington, DC 20005
202.347.5270
Attn: Sarah Levine

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Market	Media/Location(s)	Size	GRP/EOI 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Detroit, MI Bus	Bus Shelters	68.25"hx47.25"w	SPECIAL	7	06/04/12-07/01/12	1.00	4W	\$5,250.00
Detroit, MI Bus Guar Bonus	Bus Shelters	68.25"hx47.25"w	SPECIAL	7	06/04/12-07/01/12	1.00	4W	\$0.00

Special Instructions:

Net Agreement Total: \$5,250.00

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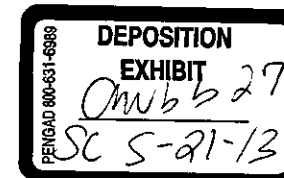
ACCEPTED AND AGREED TO BY - CBS OUTDOOR

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____

PLEASE PRINT _____ DATE _____
NAME - TITLE

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





PENGAD 800-631-6889
 DEPOSITION
 EXHIBIT
 28
 SC 5-21-13



CBS Outdoor
 88 Carter Ave.
 Princeton, NJ 08542
 (610) 772-8000

ADVERTISER:
 Cleanest Community Food Bank
 4 Park Lane Blvd
 Suite 310 Mt Airy
 Philadelphia, PA 19128
 215-262-7246
 Attn: Gerry Strison

ADVERTISER AGREEMENT

PAGES 1 OF 3

CONTRACT NO.: 116693
 DATE: 02/10/12

ADVERTISER: Cleanest Community Food Bank

Client Supplies Production: No

Salesperson: Greg Coyne (A13)
 Copy must meet Production specifications and be received 10 working days prior to each advertising period.
 THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREON IS SUBJECT TO THE APPROVAL OF CBS OUTDOORS
 MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

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	Media/Description	Size	GRV/ROI 1st	Units	Advertising Period	No. of Preps. / AV	Period Cost
Scranton, PA Bus	Queen Size Bus Rear Window	30" H x 88" W	SPECIAL	20	02/07/12-02/09/12 ↓ 40% 5/1/01 in email/revision	1.00	\$5,800.00

Special Instruction:
 All 20 Queens (note should come out of Oakland County Terminal)

Net Agreement Total: \$5,800.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER/AGENCY EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO WITH RESPECT TO TRANSMISSIONS ONLY. THIS AGREEMENT CONSTITUTES THE ENTIRE CONTRACT BETWEEN ADVERTISER/AGENCY AND COMPANY. ADVERTISER/AGENCY'S ACCEPTANCE OF THIS AGREEMENT SHALL BE DEEMED TO BE ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ADVERTISING SERVICES INCORPORATED HEREON. ADVERTISER/AGENCY'S ACCEPTANCE OF THIS AGREEMENT SHALL BE DEEMED TO BE ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ADVERTISING SERVICES INCORPORATED HEREON. THIS AGREEMENT SHALL BE ENFORCEABLE IN SPERMAL, CONNECTICUT, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME COPY. AGENCY AROUND THE SELECTIONS HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THE FAIR ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY: CBS OUTDOOR

ADVERTISER/AGENCY: *[Signature]*
 AUTHORIZED SIGNATURE/TITLE

BY: *[Signature]* DATE: 2/21/12 PLEASE PRINT Above School Senior Director DATE: 2-17-12

* Period Codes: M=Monday, W=Wednesday, TH=Thursday, F=Friday, S=Saturday, D=Daily, O=One Time, T=Time Based

2/17
 Bob (Tracy)
 Greg Coyne
 Nancy
 Ryan
 Robert
 W2



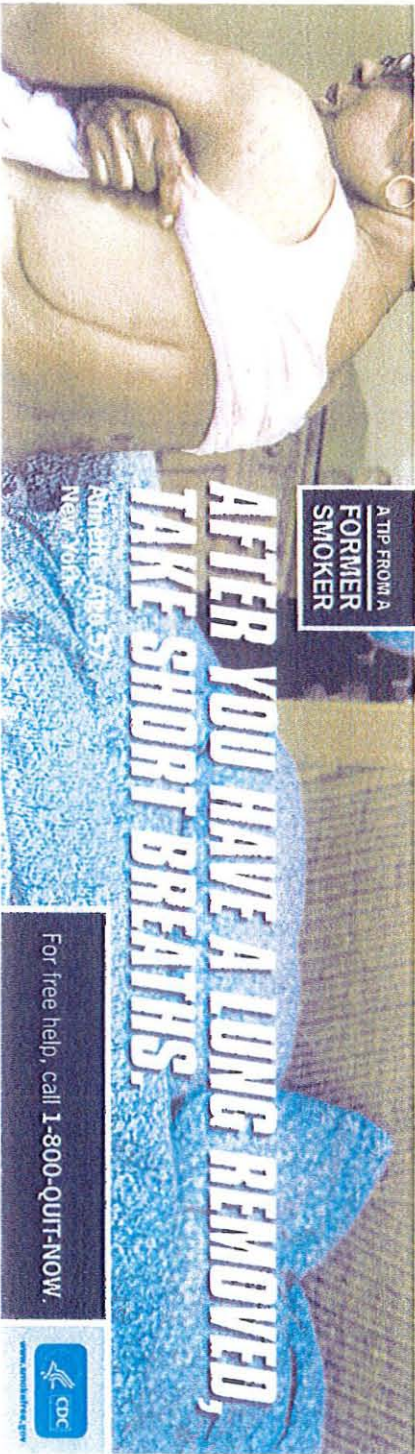
School lets out.
Then hunger sets in.

Free Summer.org
G Charter Care

SMART

Don't let your child go hungry this summer.





ATTP FROM A
FORMER
SMOKER

**AFTER YOU HAVE A LUNG REMOVED,
TAKE SHORT BREATHS.**

Amelia Adams
New York

For free help, call 1-800-QUIT-NOW.



PENGAD 800-631-6989
DEPOSITION
EXHIBIT
30
5C-5-21-B

DEPOSITION
EXHIBIT
Chubb 31
SC 5-21-13
PENGAD 800-631-6989

A TIP FROM A
FORMER
SMOKER

CLEAN YOUR SPEECH VALVE TWICE A DAY.

Shawn, Age 50
Washington State

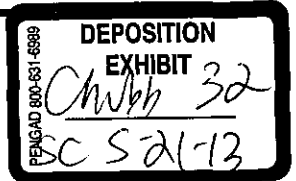


For free help, call 1-800-QUIT-NOW.



Chubb, Anthony

From: Chubb, Anthony
Sent: Thursday, March 15, 2007 10:42 AM
To: Hightower, Melissa
Subject: RE: new flight club images



Melissa,
I think that this proposed advertisement is acceptable based upon the SMART/TAG agreement on content restriction as set out in section 3.08(A).
-Tony

From: Hightower, Melissa
Sent: Thursday, March 15, 2007 9:23 AM
To: Dirks, Dan; Gordon, Avery
Cc: Chubb, Anthony
Subject: FW: new flight club images
Importance: High

In response to the request below, I recommend we approve the attached graphic for on bus advertisement. Dan, I will await your decision.

Gentlemen, this is time sensitive.

Thanks

Melissa V. Hightower
Manager of Marketing



313-223-2192-office
248-244-8701-fax

From: Deena Gardner [mailto:Deena@transitadvertisinggroup.com]
Sent: Wednesday, March 14, 2007 9:11 AM
To: Hightower, Melissa
Subject: FW: new flight club images

Hi Melissa,

I think Mark mentioned that I'm working with a client that wants to advertise for Flight Club, which is a very upscale Gentlemen's Club in Inkster. I wanted to get some feedback from you on the creative they would like to use to see if this will be acceptable. Please advise- thanks for your help.

By the way, this new system of tracking the buses has been great. Thanks for this useful tool.
Deena

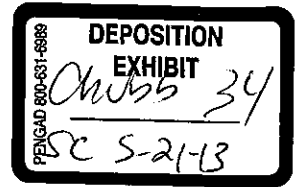
Deena E. Gardner
Account Executive

Transit Advertising Group / International Outdoor

Chubb, Anthony

From: Chubb, Anthony
Sent: Friday, May 14, 2010 3:25 PM
To: Sisson, Mark
Subject: FW: Leaving Islam
Attachments: leavingislam2.jpg

Importance: High



Anthony Chubb
Assistant General Counsel
SMART
535 Griswold Avenue, Suite 600
Detroit, MI 48226
(313) 223-2196

-----Original Message-----

From: Gordon, Avery
Sent: Friday, May 14, 2010 2:00 PM
To: Chubb, Anthony
Subject: FW: Leaving Islam
Importance: High

-----Original Message-----

From: Dryden, Elizabeth
Sent: Friday, May 14, 2010 11:32 AM
To: Gordon, Avery; 'John Swatosh'
Cc: Gibbons, Beth; Ynclan, Brenda
Subject: FW: Leaving Islam
Importance: High

Avery,

We were notified that a request has been made for the Islamic advertisement that Beth G. forwarded a month ago. CBS Outdoor has requested SMART review for posting. After removing the ads Miami-Dade Transit asked the County Attorney General for an opinion. While we don't believe we need to do that, let's meet to discuss/meet with ACCESS about this, something to think about. Let me know your thoughts and if we can meet today to discuss.

This is the same ad as was removed from the Miami-Dade transit system in April. The link is below.

<http://www.miamiherald.com/2010/04/16/1581903/miami-dade-transit-says-it-will.html>

The ads were reinstalled on May 3.

<http://cbs4.com/local/Fatwa.Miami.Dade.2.1654205.html>

<http://www.nbcmiami.com/news/local-beat/Miami-Buses--92009094.html>

The group that paid for these ads supposedly filed suit against Miami-Dade transit.

<http://www.jihadwatch.org/2010/04/religious-liberty-bus-ad-campaign-update-were-suing-miami-dade-transit---please-help-us-fight-for-t.html>

In this blog, it states the campaign will go national and they are looking for money to support the campaign.

http://atlasshrugs2000.typepad.com/atlas_shrugs/2010/04/sioa-legal-victory-miami-bus-ads-roll-out-in-bigger-numbers-than-before.html

Beth

Wa on your hea
F community th

AVING ISLA



SMART BUS
 ATTN: MR TOBY HORNER
 535 GRISWOLD AVE, SUITE 600
 DETROIT, MI 48226



DEPOSITION
 EXHIBIT
Chubb 35
 PESC S-21-13
 800-831-6888

ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
FOR CONTRACT PERIOD 3/1/09 TO 2/28/2010

MONTH	NET BILLINGS	ADJUSTMENTS	TOTAL BILLINGS	50% NET BILLINGS	GUARANTEE	EXCESS (DEFICIT)	PAID	Wire Transfer Date
MARCH 2009	0.00	0.00	0.00	0.00	41,666.67	(41,666.67)	41,666.67	04/24/09
APRIL 2009	58,180.00	0.00	58,180.00	29,090.00	41,666.67	(12,576.67)	41,666.67	05/15/09
MAY 2009	54,465.00	0.00	54,465.00	27,232.50	41,666.67	(14,434.17)	41,666.67	06/15/09
JUNE 2009	33,600.00	0.00	33,600.00	16,800.00	41,666.67	(24,866.67)	41,666.67	07/15/09
JULY 2009	28,640.00	0.00	28,640.00	14,320.00	41,666.67	(27,346.67)	41,666.67	08/15/09
AUGUST 2009	83,891.30	0.00	83,891.30	41,945.65	41,666.67	278.98	41,945.65	09/15/09
SEPTEMBER 2009	59,030.00	0.00	59,030.00	29,515.00	41,666.67	(12,151.67)	41,666.67	10/15/09
OCTOBER 2009	22,750.00	0.00	22,750.00	11,375.00	41,666.67	(30,291.67)	41,666.67	11/15/09
NOVEMBER 2009	38,933.42	0.00	38,933.42	19,466.71	41,666.67	(22,199.96)	41,666.67	12/15/09
DECEMBER 2009	40,000.00	0.00	40,000.00	20,000.00	41,666.67	(21,666.67)	41,666.67	01/15/10
JANUARY 2010	6,266.67	0.00	6,266.67	3,133.34	41,666.67	(38,533.34)	41,666.67	02/15/10
FEBRUARY 2010	26,924.38	0.00	26,924.38	13,462.19	41,666.67	(28,204.48)	41,666.67	03/15/10
	<u>452,680.77</u>	<u>0.00</u>	<u>452,680.77</u>	<u>226,340.39</u>	<u>500,000.04</u>	<u>(273,659.66)</u>		

CYE 2/29/2010
 MINIMUM GUARANTEE: 500,000.00

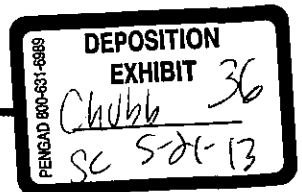
SMART BUS
 ATTN: MR TOBY HORNER
 535 GRISWOLD AVE, SUITE 600
 DETROIT, MI 48226



ACCOUNTING OF BILLINGS & GUARANTEE PAYMENTS
FOR CONTRACT PERIOD 3/1/10 TO 2/28/2011

MONTH	NET BILLINGS	ADJUSTMENTS	TOTAL BILLINGS	50% NET BILLINGS	GUARANTEE	EXCESS (DEFICIT)	PAID	Wire Transfer Date
MARCH 2010	53,971.32	0.00	53,971.32	26,985.66	41,666.67	(14,681.01)	41,666.67	04/15/10
APRIL 2010	82,624.38	0.00	82,624.38	41,312.19	41,666.67	(354.48)	41,666.67	05/15/10
MAY 2010	90,740.05	0.00	90,740.05	45,370.03	41,666.67	3,703.36	45,370.03	06/15/10
JUNE 2010	112,229.00	0.00	112,229.00	56,114.50	41,666.67	14,447.83	56,114.50	07/15/10
JULY 2010	71,735.00	0.00	71,735.00	35,867.50	41,666.67	(5,799.17)	41,666.67	8/15/10
AUGUST 2010	88,450.00	0.00	88,450.00	44,225.00	41,666.67	2,558.33	44,225.00	09/15/10
SEPTEMBER 2010	82,206.90	0.00	82,206.90	41,103.45	41,666.67	(563.22)	41,666.67	10/15/10
OCTOBER 2010	31,369.30	0.00	31,369.30	15,684.65	41,666.67	(25,982.02)	41,666.67	11/15/10
NOVEMBER 2010	95,224.20	0.00	95,224.20	47,612.10	41,666.67	5,945.43	47,612.10	12/15/10
DECEMBER 2010	57,835.20	0.00	57,835.20	28,917.60	41,666.67	(12,749.07)	41,666.67	01/15/11
JANUARY 2011	21,060.00	0.00	21,060.00	10,530.00	41,666.67	(31,136.67)	41,666.67	02/15/11
FEBRUARY 2011	34,250.00	0.00	34,250.00	17,125.00	41,666.67	(24,541.67)	41,666.67	03/15/11
	<u>821,695.35</u>	<u>0.00</u>	<u>821,695.35</u>	<u>410,847.68</u>	<u>500,000.04</u>	<u>(89,152.37)</u>		

CYE 2/29/2011
 MINIMUM GUARANTEE 500,000.00



Chubb, Anthony

From: Chubb, Anthony
Sent: Wednesday, February 03, 2010 11:58 AM
To: Gibbons, Beth
Subject: RE: SMART buses & Political Advertising

Typically, get out the vote drives are not political. HOWEVER... it is worth noting that Roi Chinn is a candidate for the Michigan State Senate in 2010. Targeted get out the vote drives paid for by politicians could very well cross the line. I think we need more information before we can respond to this one.

Anthony Chubb
Assistant General Counsel
SMART
535 Griswold Avenue, Suite 600
Detroit, MI 48226
(313) 223-2196

This is an attorney client privileged communication.

-----Original Message-----

From: Gibbons, Beth
Sent: Wednesday, February 03, 2010 11:46 AM
To: Chubb, Anthony
Subject: FW: SMART buses & Political Advertising

Tony,
What are your thoughts on this one?

Beth Gibbons
SMART Marketing Program Manager
313.223.2112 - Office
313.461.4523 - Cell
bgibbons@smartbus.org

535 Griswold Street, Suite 600
Detroit, MI 48226

-----Original Message-----

From: GOP 2010 [<mailto:winwithchinn@gmail.com>]
Sent: Tuesday, February 02, 2010 4:33 PM
To: Hawkins, Robert B; Gibbons, Beth
Subject: Re: SMART buses & Political Advertising

Mr. Hawkins,

Thanks Robert.

I am apart of multiple diversity organizations and I would like to do a public announcement. For example, this month is Black History Month as well as Chinese New Year. In southeast

oakland county, many minorities have been left out of mainstream media communication like registering to vote.

I look forward to your response. Is this request political? Also, who can I FOIA to receive this info from.

Roi Chinn

On 2/2/10, Hawkins, Robert B <robert.hawkins@cbsoutdoor.com> wrote:

> Hello Mr. Chinn,

>

> This brief message is a follow up to our conversation regarding the
> SMART system's policy on not allowing political advertising. I have
> copied the SMART marketing manager Beth Gibbons as discussed. You
> indicated that someone from SMART had given you my contact information
> and she would be able to offer any further clarity you may need
> regarding the misinformation that was passed along by the SMART Director that you
> referenced.

>

> Kindest Regards,

>

>

> Robert B. Hawkins
> Sales Manager, Displays Division
> CBS Outdoor
> 88 Custer Ave.
> Detroit, MI 48202

>

> (313) 556-7115 (ph) / (313) 872-8066 (fax)

>

>

--
Progress...Not Politics

Chubb, Anthony

From: Chubb, Anthony
Sent: Wednesday, January 13, 2010 1:29 PM
To: Gibbons, Beth
Cc: Dryden, Elizabeth; Gordon, Avery
Subject: RE: Potential SMART advertiser

Beth,

Per our conversation, the advertisement as proposed does not violate any provisions of our advertising contract's restrictions on content, which are set forth in Section 5.07(B) of the contract.

We do have to continue being very careful on this issue, and in making the determination of whether proposed advertisements are simple information items, or cross the line and make political statements.

Anthony Chubb
Assistant General Counsel
SMART
535 Griswold Avenue, Suite 600
Detroit, MI 48226
(313) 223-2196

-----Original Message-----

From: Gibbons, Beth
Sent: Tuesday, January 12, 2010 4:48 PM
To: Chubb, Anthony; Gordon, Avery; Dryden, Elizabeth
Subject: FW: Potential SMART advertiser
Importance: High

For your review. See link below in the original e-mail to view the ad. The title of the ads are Godless...

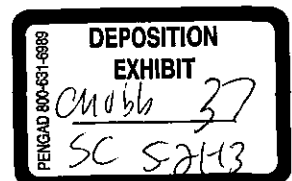
Beth Gibbons
SMART Marketing Program Manager
313.223.2112 - Office
313.461.4523 - Cell
bgibbons@smartbus.org

535 Griswold Street, Suite 600
Detroit, MI 48226

-----Original Message-----

From: Hawkins, Robert B [<mailto:robert.hawkins@cbsoutdoor.com>]
Sent: Tuesday, January 12, 2010 4:34 PM
To: Gibbons, Beth
Subject: Potential SMART advertiser
Importance: High

Hello Beth,



The attached email provides a link for a potential advertiser who is displaying the copy that they would like to run on the SMART system. Please review the proposed layout and let me know if we can proceed with a contract.

Thanks,

Robert B. Hawkins
Sales Manager, Displays Division
CBS Outdoor
88 Custer Ave.
Detroit, MI 48202

(313) 556-7115 (ph) / (313) 872-8066 (fax)

-----Original Message-----

From: Jende Huang [mailto:jhuang@unitedcor.org]
Sent: Tuesday, January 12, 2010 4:12 PM
To: Hawkins, Robert B
Subject: information about United CoR

Robert,

Glad we could connect today.

Here is the link to the national United CoR website: <http://unitedcor.org/>

Also, you can see some of the Portland bus ads here:
<http://portland.unitedcor.org/node/40>

Please let me know! Thanks much!

jende

--
Jende Andrew Huang
National Coordinator
United Coalition of Reason
www.unitedcor.org // 866.897.7248

Chubb, Anthony

From: Chubb, Anthony
Sent: Thursday, July 08, 2010 10:17 AM
To: Gibbons, Beth; Gordon, Avery; Dryden, Elizabeth
Subject: RE: ABC

This decision turns on whether the proposed advertisement is "obscene" per section. 5.07. I believe an argument can be made that the proposed ad is repulsive by reason of crass disregard of moral or ethical principles, and should therefore be rejected. Avery makes the final decision. I'd ask for alternative graphics.

Tony

From: Gibbons, Beth
Sent: Wednesday, July 07, 2010 4:05 PM
To: Chubb, Anthony; Gordon, Avery; Dryden, Elizabeth
Subject: FW: ABC

For review and discussion.

Beth Gibbons

SMART Marketing Program Manager

313.223.2112 - Office

313.461.4523 - Cell

bgibbons@smartbus.org<<mailto:bgibbons@smartbus.org>>

535 Griswold Street, Suite 600

Detroit, MI 48226

From: Hawkins, Robert B [<mailto:robert.hawkins@cbsoutdoor.com>]
Sent: Wednesday, July 07, 2010 12:17 PM
To: Gibbons, Beth
Subject: FW: ABC

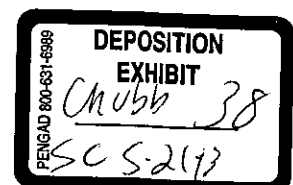
Beth,

Please see the email that I have attached and let me know your thoughts.

This is something that I should respond to no later than mid-day tomorrow.

Thanks,

Robert B. Hawkins
Sales Manager, Displays Division



CBS Outdoor
88 Custer Ave.
Detroit, MI 48202

(313) 556-7115 (ph) / (313) 872-8066 (fax)

From: Lewis, Carol R
Sent: Tuesday, July 06, 2010 7:17 PM
To: Canley, Bryan; Berkwitz, Shari; Carlucci, Steve P; Carroll, Tom F; Hawkins, Robert B;
Mucurio, Nicole L; Danneil, Marcus; Bolton, Lee
Subject: ABC

Hi there -

ABC is promoting a new show for the Fall called 'My Generation.' They've begun running TV ads and would like to run the same creative on their outdoor.

The premise of the show is that in 2000, a documentary crew followed a group of high schoolers from Greenbelt High School in Austin, TX as they prepare for graduation, then revisits these former classmates ten years later as they return home to rediscover that just because they're not where they planned doesn't mean they're not right where they need to be. As these classmates return home to revisit their old hopes for their future, they'll discover that, even if you don't get exactly what you thought you wanted out of life, it's not too late to get what you need. Some of the characters are the 'overachiever', 'the beauty queen', 'the jock', 'the brain', 'the nerd', etc

The copy will have a tag line and then a snap shot of that particular character. There will be multiple copy/taglines and one of which uses the word sex, so they wanted to be sure it's ok. There will be nothing suggestive or inappropriate in the visual. The tagline with sex (the nerd character) says:

I'd really like to have sex before I'm a father.

ABC My Generation
Thursday Sept 23rd

I was able to get a picture from their TV ad, see attached, so you get an idea of the general creative.

*This is a different tagline (I had sex with you on prom night. Meet your son) , but it gives you how simple the copy is.
(and it's just 1 of 9 different copy)

[cid:image001.jpg@01CB1DED.6212E050]

They do not yet have their outdoor to submit as they are working on it now, and wanted to run this by us before they move forward.
So please let me know if you foresee any issues (on displays media).

Thanks !

Carol Lewis
CBS Outdoor

Chubb, Anthony

From: Chubb, Anthony
Sent: Tuesday, March 13, 2007 12:57 PM
To: Hightower, Melissa
Cc: Gordon, Avery
Subject: Flight Club Advertisement

Melissa,

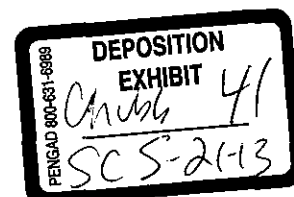
I think that according to the law and SMART policy, we need to review the proposed Flight Club advertisement for its content, just as any other proposal. To reject it based solely upon the company that is making the proposal would certainly be questionable, Constitutionally speaking. The SMART/TAG contract advertising guideline regarding this issue is at Section 3.08 (A)(3)(c), which prohibits material which is "obscene or pornographic."

If you have time, please give the legal department a copy of the proposed ad.

On an unrelated issue, I was driving down Woodward yesterday and came upon SMART bus number 22367. It has a full wrap advertising Metro PCS. The wrap is in terrible condition, several chunks have fallen off, and one part was so dilapidated that it was dragging on the ground. Under Section 3.09(A) and undoubtedly in other parts of the contract, SMART makes it clear that it is our intention to have advertising that is aesthetically pleasing... this bus clearly is failing in that regard. Just FYI.

Let me know if you have any questions,
-Tony

Anthony Chubb
Law Clerk - SMART
660 Woodward Avenue
First National Building, 9th Floor
Detroit, MI 48226



18470 W. Ten Mile Road, Suite 100
Southfield, MI 48075
Office: 248.483.3999
Cell: 734.272.7507
Fax: 248.483.3908

www.transitadvertisinggroup.com

Confidentiality Statement:

This message is intended only for the individual or entity to which it is addressed. It may contain privileged, confidential information which is exempt from disclosure under applicable laws. If you are not the intended recipient, please note that you are strictly prohibited from disseminating or distributing this information (other than to the intended recipient) or copying this information. If you have received this communication in error, please notify us immediately by e-mail.

From: Perry Cooper
Sent: Tuesday, March 13, 2007 5:03 PM
To: Deena Gardner
Subject: Re: new flight club images

Perry Cooper
Director of Creative Services

Transit Advertising Group / International Outdoor
18470 W. 10 Mile Rd.
Suite 100
Southfield, MI 48348

248.483.3999
perry@transitadvertisinggroup.com

.....
On Mar 13, 2007, at 4:36 PM, Deena Gardner wrote:

If you can try to button her shorts- I'd like to at least try to see if it will fly.
Thanks,
Deena

From: Brandon [<mailto:brandon@directmediaconcepts.com>]
Sent: Tuesday, March 13, 2007 2:34 PM
To: Deena Gardner
Subject: new flight club images

Brandon Dalaly
Creative Consultant

Direct Media Concepts
400 W. Maple Rd
Suite 250

Birmingham MI 48009

(w) 248.220.1500

(f) 248.220.1076

(c) 248.739.0781

brandon@directmediaconcepts.com

www.directmediaconcepts.com

This message contains information which may be confidential and privileged. Unless you are the intended recipient (or authorized to receive this message for the intended recipient), you may not use, copy, disseminate or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail, and delete the message. Thank you very much.

<flightclub-baseball-final4-lowres.jpg>