

# CROSS, GUNTER, WITHERSPOON & GALCHUS, P.C.

ATTORNEYS AT LAW  
LITTLE ROCK/FORT SMITH/SPRINGDALE

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Carolyn B. Witherspoon  
Donna Smith Galchus  
Benjamin H. Shipley, III <sup>†</sup>  
M. Stephen Bingham  
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Of Counsel  
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www.cgwg.com

500 President Clinton Avenue, Suite 200  
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Mailing Address  
P.O. Box 3178  
Little Rock, AR 72203

<sup>†</sup> Resident in Fort Smith Office

<sup>††</sup> Resident in Springdale Office

<sup>(1)</sup> Member of Arkansas and Texas Bars

<sup>(2)</sup> Member of Arkansas and Oklahoma Bars

All Others Arkansas Bar

April 20, 2011

J.G. "Gerry" Schulze  
Attorney at Law  
Baker Schulze & Murphy  
11219 Financial Center Parkway, Suite 315  
Little Rock, AR 72211

Re: FOIA Request

Dear Gerry:

Enclosed you will find documents responsive to your April 18, 2011 FOIA request.

Sincerely,



J. E. Jess Sweere

Exhibit A

# ON THE MOVE

## ADVERTISING

1-800-352-0199 · 501-664-1118 · FAX 501-664-6171 · Mailing Address · 8028 Cantrell Road, Ste 102· Little Rock, AR 72227

### ADVERTISING LEASE CONTRACT

		1/25/11		(Date)	
		Insurance		(Nature of Business)	
Name of Advertiser		Direct General		Contact	
				Kate Renz KRenz@C-K.com	
Agency		Cramer-Krasselt			
Billing Address		902 Broadway		Contact	
				Kate Renz	
City	New York	State	NY	Zip	10010
				Phone	212-251-1210
				Fax	212-251-1260
Length of Contract		◇ years		◇ 6 Months	
				XX Other 4 months	
Total Production/Install Amounts		For Rent:		Terms: Entire contract will be billed upon signing, allowing for payments to be entered in advance for timely payment.	
Client to ship vinyl to CATA		1)15 Street Kings 30" X 12'		March 1-March 31- due by April 30. As of May 1, late fees apply	
Balance included in rate		From March 1, 2011 – May 31, 2011		April 1-April 30, due by May 31. As of June 1, late fees apply. etc	
		2)Price due per month: \$2,430.00 N		BLANK	
		3 months			
		RENTAL \$7290.00 Net			
		\$8575.69			
		Throughout remainder of agreement, all Rates listed are NET			

1. On the Move hereby leases, lets and rents to the Advertiser and the Advertiser agrees to and does hereby lease, let, rent, take, and hire from the Agent, the following described "Advertising Space": 15 King Panels for 3 months. Transit has agreed to The Advertising Agency/Client, hereafter referred to as Lessor, the total sum of \$2430.00 N per month as listed in the "RENT" box above.

Payment terms are set out in the box marked "Terms". Any payment past due 7 days of the terms of the contract shall carry a \$25 penalty fee, with the fee assessed weekly for each week payment is past due.

Advertiser copy/design will be provided camera ready and printed on vinyl  
 Advertiser copy/design will be arranged through an artist at a fee of \$50.00 per hour, maximum of \$200.00, by On the Move Advertising, Inc.

**NOW THEREFORE, WITNESSETH:** That for and in consideration of the promises, covenants and mutual undertakings herein contained and provided, to be well and truly performed and observed, the Parties hereto covenant and agree as hereinafter set forth.

2. The term of the Agreement commences on March 1, 2011, and shall continue for a period of 3 months thereafter, unless earlier terminated as herein provided. Vinyl signs must arrive by February 18 to guarantee posting date of March 1.

A. ON THE MOVE ADVERTISING, INC.  
(Agent for Authority)

B. [signed electronically] Lydia Robertsson  
President

C. ADVERTISER: Direct General Insurance

BY: [Signature]  
(Title) Sn. Media Planner

D. AGENCY: Cramer-Krasselt

Advertising Lease Contract Terms Page 2 of 2

3. The advertiser covenants confirms and agrees that the Lessor will not be liable for any personal; injury, damage or loss to person or property caused by the advertiser, other persons, theft, burglary, assault, vandalism any criminal act, fire flood, water leaks, rain, hail, ice snow, expositions, interruptions of service acts of God or other causes; unless same is due to the gross negligence of the leasor in which event, the leasor may in its absolute discriminate repair and/or replace the damaged or destroyed copy, displays, graphics, data or advertising placed, situated or located on the space or elect not to make such repairs or replacements and if the Lessor declines to make such repairs and replacements, then the Advertiser may cancel this Agreement and if possible, receive from the Lessor a refund of that portion of any rental paid in advance prorated as applicable to the terms of the lease remaining after such damage or destruction

4. Advertiser shall responsible for repair to graphics, copy, or advertising displays placed on or in the buses if Lessor deems damage too minor to justify repair. In instances where damage to advertising graphics is due to a third party, Lessor's agent will assume responsibility for repair of said graphics.

5. The Lessor reserves the right to change location of the Advertising Space and relocate and move the Advertiser's copy, displays graphics, data or advertising to a new location without same in any way affecting the obligation of the Advertiser hereunder, provided, however, the Lessor will give the Advertiser written notice of any such relocation f the Advertising Space.

6. The Lessor reserves the right to approve all copy, Displays, graphics, data, and advertising which Advertiser proposes to locate on the Space prior to same being affixed, situated or placed on the bus which said approval shall not be unreasonably withheld.

7. In the event Advertiser fails to pay rent for herein or otherwise fails to fully observe and perform its obligation hereunder, then and in any such event, the Lessor may at its sole option, without notice declare this Agreement thereupon terminated, and the Lessor shall have the right to immediately remove any and all of the Advertiser's copy, displays, graphics, data,, and advertising of and from the Advertising Space and thereafter take possession of the Advertising Space, either with or without notice, and expel the Advertiser and any or all of its property, belongings, and effects therefrom, without legal process and without hereby being guilty or any manner of trespass either at law or equity, including, without limitation, and collection of delinquent rents, possession of the leases premises, damages for breach of this agreement by Advertiser or otherwise. No delay in or failure to exercise any of the options herein granted to the Lessor by reason of a default shall be a waiver thereof, and the waiver on remedies by reason of the same or similar default at any later occasion.

8. The Lessor and the Advertiser and his Ad Agency agree to hold the Advertising Agency solely liable for all payments to be made under this contract, when the Advertising Agent has signed for the Advertiser. In cases in which there is not an advertising agency involved in the execution of this contract, the person, firm or corporation which authorizes said contract shall be liable for all payments to be made hereunder.

9. The Lessor expressly reserves the right to cancel this lease and terminate thereby all of the Advertiser's rights hereunder upon thirty (30) days written notice to the advertiser. At the end of the term of this Agreement, or upon earlier termination by the Lessor accordance with the option herein reserved, Advertiser agrees to surrender possession of the advertising space without demand.

10. Effective the date of commencement, the graphics painted on, or affixed to the bus under the provisions of this contract, shall be considered an asset f the Advertiser for the life of the contract. The rights and privileges this asset shall bestow, shall in no way supersede the rights responsibilities, and previously set forth.

11. The Advertiser acknowledges that this lease agreement is in fact a mere sublease by On the Move Advertising, Inc. who is leasing the Advertising Space from the Central Arkansas Transit Authority under and pursuant to the terms and provisions of that certain Advertising Space Rental Agreement 9. Advertiser further assumes and agrees to be bound by and fully perform the tenant's obligation and covenants contained in the Space Rental Agreement and acknowledges that the Advertiser's rights hereunder are conditioned upon prior written consent by Central Arkansas Transit Authority to this sublease.

12. The Lessor and Advertiser further agree as follows: (a) Any notice, consent, request, claim or other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by registered or certified mail return receipt requested, to the address shown for the respective arty at the conclusion of this Agreement, Such address may be changed by any party by notice given in manner provided above. (b) This agreement, together with all exhibits and documents referred to herein, contains all the terms and conditions agreed upon by the PARTIES hereto with respect to the transaction contemplated hereby and shall not amended or modified except by written instruments signed by all of the PARTIES. (c) This agreement, together shall be binding upon and insure to the benefit of the representatives, heirs, estates, successors and assign of the PARTIES hereto. (d) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon given any person or corporation other than the PARTIES hereto, their successors and assigns any benefits, rights or remedies under or by reason of this Agreement. (e) Time is of the essence f this Agreement. (f) This agreement shall be governed by and construed under the laws of the State of Arkansas. (g) This agreement shall only be valid, binding and effective if countersigned by the President of On the Move Advertising, Inc. IN WITNESS WHEREOF, the parties here to affix their respective signatures on the reverse side on the dates and year first above mentioned.

Advertising Lease Contract Terms Page 2 of 2

3. The advertiser covenants confirms and agrees that the Lessor will not be liable for any personal; injury, damage or loss to person or property caused by the advertiser, other persons, theft, burglary, assault, vandalism any criminal act, fire flood, water leaks, rain, hail, ice snow, expositions, interruptions of service acts of God or other causes; unless same is due to the gross negligence of the leasor in which event, the leasor may in its absolute discriminate repair and/or replace the damaged or destroyed copy, displays, graphics, data or advertising placed, situated or located on the space or elect not to make such repairs or replacements and if the Lessor declines to make such repairs and replacements, then the Advertiser may cancel this Agreement and if possible, receive from the Lessor a refund of that portion of any rental paid in advance prorated as applicable to the terms of the lease remaining after such damage or destruction
4. Advertiser shall responsible for repair to graphics, copy, or advertising displays placed on or in the buses if Lessor deems damage too minor to justify repair. In instances where damage to advertising graphics is due to a third party, Lessor's agent will assume responsibility for repair of said graphics.
5. The Lessor reserves the right to change location of the Advertising Space and relocate and move the Advertiser's copy, displays graphics, data or advertising to a new location without same in any way affecting the obligation of the Advertiser hereunder, provided, however, the Lessor will give the Advertiser written notice of any such relocation f the Advertising Space.
6. The Lessor reserves the right to approve all copy, Displays, graphics, data, and advertising which Advertiser proposes to locate on the Space prior to same being affixed, situated or placed on the bus which said approval shall not be unreasonably withheld.
7. In the event Advertiser fails to pay rent for herein or otherwise fails to fully observe and perform its obligation hereunder, then and in any such event, the Lessor may at its sole option, without notice declare this Agreement thereupon terminated, and the Lessor shall have the right to immediately remove any and all of the Advertiser's copy, displays, graphics, data,, and advertising of and from the Advertising Space and thereafter take possession of the Advertising Space, either with or without notice, and expel the Advertiser and any or all of its property, belongings, and effects therefrom, without legal process and without hereby being guilty or any manner of trespass either at law or equity, including, without limitation, and collection of delinquent rents, possession of the leases premises, damages for breach of this agreement by Advertiser or otherwise. No delay in or failure to exercise any of the options herein granted to the Lessor by reason of a default shall be a waiver thereof, and the waiver on remedies by reason of the same or similar default at any later occasion.
8. The Lessor and the Advertiser and his Ad Agency agree to hold the Advertising Agency solely liable for all payments to be made under this contract, when the Advertising Agent has signed for the Advertiser. In cases in which there is not an advertising agency involved in the execution of this contract, the person, firm or corporation which authorizes said contract shall be liable for all payments to be made hereunder.
9. The Lessor expressly reserves the right to cancel this lease and terminate thereby all of the Advertiser's rights hereunder upon thirty (30) days written notice to the advertiser. At the end of the term of this Agreement, or upon earlier termination by the Lessor accordance with the option herein reserved, Advertiser agrees to surrender possession of the advertising space without demand.
10. Effective the date of commencement, the graphics painted on, or affixed to the bus under the provisions of this contract, shall be considered an asset f the Advertiser for the life of the contract. The rights and privileges this asset shall bestow, shall in no way supersede the rights responsibilities, and previously set forth.
11. The Advertiser acknowledges that this lease agreement is in fact a mere sublease by On the Move Advertising, Inc. who is leasing the Advertising Space from the Central Arkansas Transit Authority under and pursuant to the terms and provisions of that certain Advertising Space Rental Agreement 9. Advertiser further assumes and agrees to be bound by and fully perform the tenant's obligation and covenants contained in the Space Rental Agreement and acknowledges that the Advertiser's rights hereunder are conditioned upon prior written consent by Central Arkansas Transit Authority to this sublease.
12. The Lessor and Advertiser further agree as follows: (a) Any notice, consent, request, claim or other communication hereunder shall be in writing and shell be deemed to have been duly given if delivered or mailed by registered or certified mail return receipt requested, to the address shown for the respective arty at the conclusion of this Agreement, Such address may be changed by any party by notice given in manner provided above. (b) This agreement, together with all exhibits and documents referred to herein, contains all the terms and conditions agreed upon by the PARTIES hereto with respect to the transaction contemplated hereby and shall not amended or modified except by written instruments signed by all of the PARTIES. (c) This agreement, together shall be binding upon and insure to the benefit of the representatives, heirs, estates, successors and assign of the PARTIES hereto. (d) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon given any person or corporation other that the PARTIES hereto, their successors and assigns any benefits, rights or remedies under or by reason of this Agreement. (e) Time is of the essence f this Agreement. (f) This agreement shall be governed by and construed under the laws of the State of Arkansas. (g) This agreement shall only be valid, binding and effective if countersigned by the President of On the Move Advertising, Inc. IN WITNESS WHEREOF, the parties here to affix their respective signatures on the reverse side on the dates and year first above mentioned.

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Friday, July 02, 2010 8:55 AM  
**To:** Lydia Robertson  
**Subject:** RE: RE: Repair of Isle Windows

Lydia, just so you'll know. My email yesterday was to encourage expedience from Scott. I know this wasn't your fault and I realize mistakes happen. I'm betting Scott intentionally downgraded the product, probably because cost came in higher than he'd originally thought. I was more angry that our guys have had the buses on the street when it wasn't necessary. I guess if the bus is running, they feel comfortable with everything else.

---

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Thursday, July 01, 2010 4:14 PM  
**To:** Scott Wallace  
**Cc:** Betty Wineland  
**Subject:** Fw: RE: Repair of Isle Windows

I'm so glad you got the vinyl off - can't wait til you get the new product in. Hopefully, by next Friday??

Lydia

--- On **Thu, 7/1/10, Scott Wallace** <[swallace@big-impressions.biz](mailto:swallace@big-impressions.biz)> wrote:

**From:** Scott Wallace <[swallace@big-impressions.biz](mailto:swallace@big-impressions.biz)>  
**Subject:** RE: Repair of Isle Windows  
**To:** "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Date:** Thursday, July 1, 2010, 3:19 PM

Lydia,

Both busses were there when we arrived and that film has been removed so they can continue in service. I was able to find some film and it will ship out tomm and we will hopefully have it here on Wed and can get it printed and hopefully all installed shortly after.

Scott

---

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Thursday, July 01, 2010 12:48 PM  
**To:** Betty Wineland  
**Cc:** Scott Wallace

**Subject:** RE: Repair of Isle Windows

Scott and his team are on their way over there right now. He estimates about 30 minutes to remove the window vinyl on the first bus. Can you get the second one in there right away so he can do them both?

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Thu, 7/1/10, Betty Wineland <bwineland@cat.org>** wrote:

**From:** Betty Wineland <bwineland@cat.org>  
**Subject:** RE: Repair of Isle Windows  
**To:** "Lydia Robertson" <onthemovead@sbcglobal.net>  
**Cc:** "Scott Wallace" <swallace@big-impressions.biz>  
**Date:** Thursday, July 1, 2010, 11:09 AM

We brought in the first bus and the visibility is very poor and will have the second bus off the street shortly. Tom says that he can hold both buses off the street for now. If that changes, the vinyl will come off the windows.

Betty

---

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Thursday, July 01, 2010 9:59 AM  
**To:** Betty Wineland  
**Cc:** Scott Wallace  
**Subject:** RE: Repair of Isle Windows

Please know that we are working on the problem. Scott has assured me that if dispatch can get 2104 and 2105 in, he will send a team over today & tomorrow if it takes it, and remove all the window vinyl. He has placed the order for the replacement vinyl, but it isn't in. Isle will, of course, be unhappy to know their buses were out without their full message but I understand, clearly understand, that the American Disabilities Act takes



Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

No virus found in this incoming message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 8.5.439 / Virus Database: 271.1.1/2962 - Release Date: 06/30/10 18:38:00



## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Thursday, September 30, 2010 10:52 AM  
**To:** Betty Wineland  
**Subject:** GeyeSprings Church  
**Attachments:** GSFEST POSTER2 2010-1.pdf

This is just for 2 kings for one month and it is the poster from which the sign will be made. ok?

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Tue, 1/18/11, Danny Pouladian <[DannyP@BlueLineMedia.com](mailto:DannyP@BlueLineMedia.com)> wrote:

From: Danny Pouladian <[DannyP@BlueLineMedia.com](mailto:DannyP@BlueLineMedia.com)>  
Subject: FW: Advertising Inquiry  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Tuesday, January 18, 2011, 12:37 PM

Lydia,

Would you accept the below ad for Little Rock bus exteriors?

It's by PETA

**DOCTORS ARE SCARCE**  
but prevention is easy: Go vegan



## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Tuesday, January 18, 2011 3:28 PM  
**To:** Lydia Robertson  
**Subject:** RE: Advertising Inquiry

Try saying "No," Lydia. Too suggestive in my opinion.

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Tuesday, January 18, 2011 3:09 PM  
**To:** Betty Wineland  
**Subject:** FW: Advertising Inquiry

Please look below and tell me if you will accept the graphics below.  
UUUUH

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Tue, 1/18/11, Danny Pouladian <[DannyP@BlueLineMedia.com](mailto:DannyP@BlueLineMedia.com)> wrote:

From: Danny Pouladian <[DannyP@BlueLineMedia.com](mailto:DannyP@BlueLineMedia.com)>  
Subject: FW: Advertising Inquiry  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Tuesday, January 18, 2011, 12:37 PM

Lydia,

Would you accept the below ad for Little Rock bus exteriors?

It's by PETA

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Tuesday, January 18, 2011 4:24 PM  
**To:** Lydia Robertson  
**Subject:** RE: FW: Advertising Inquiry

A perfect example of tact and diplomacy. Thanks.

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Tuesday, January 18, 2011 4:13 PM  
**To:** Danny Pouladian  
**Subject:** Re: FW: Advertising Inquiry

Danny, I hate to say, but the Authority feels that the ad crosses our "decency" line. Please don't take offense, but they have refused suggestive jean advertising from Dillard's Department Stores, all kinds of alcohol, and various other clients over the years. Can we clothe the nurse any better? If so, I would re-submit the artwork.

Thanks for keeping Central Arkansas Transit Authority in mind!

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Tue, 1/18/11, Danny Pouladian <[DannyP@BlueLineMedia.com](mailto:DannyP@BlueLineMedia.com)> wrote:

**From:** Danny Pouladian <[DannyP@BlueLineMedia.com](mailto:DannyP@BlueLineMedia.com)>  
**Subject:** FW: Advertising Inquiry  
**To:** [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
**Date:** Tuesday, January 18, 2011, 12:37 PM

Lydia,

Would you accept the below ad for Little Rock bus exteriors?

It's by PETA

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Tuesday, January 18, 2011 4:26 PM  
**To:** Lydia Robertson  
**Subject:** RE: Advertising Inquiry

Oh, no, I had to guess. Har har! You gave them a perfect answer and one I agree with to the letter.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Tuesday, January 18, 2011 4:03 PM  
**To:** Betty Wineland  
**Subject:** RE: Advertising Inquiry

HA! You could tell from my email what I thought the answer would be.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Tue, 1/18/11, Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

**From:** Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
**Subject:** RE: Advertising Inquiry  
**To:** "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Date:** Tuesday, January 18, 2011, 3:28 PM

Try saying "No," Lydia. Too suggestive in my opinion.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Tuesday, January 18, 2011 3:09 PM  
**To:** Betty Wineland  
**Subject:** FW: Advertising Inquiry

Please look below and tell me if you will accept the graphics below.  
UUUUH

Lydia

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Monday, January 24, 2011 5:10 PM  
**To:** Lydia Robertson  
**Subject:** RE: This is one set and I will send you the other shortly

We're not cable TV. Sorry, Lydia, but no chance.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Monday, January 24, 2011 4:18 PM  
**To:** Betty Wineland  
**Subject:** Fw: This is one set and I will send you the other shortly

Betty, I know you think this is a joke, but she wants to spend 3K- ANY chance of accepting this. (I'm spitting, I'm laughing so hard)

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 1/24/11**, **Diedra Levi** <[diedraj1@yahoo.com](mailto:diedraj1@yahoo.com)> wrote:

**From:** Diedra Levi <[diedraj1@yahoo.com](mailto:diedraj1@yahoo.com)>  
**Subject:** This is one set and I will send you the other shortly  
**To:** [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
**Date:** Monday, January 24, 2011, 3:32 PM

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Wednesday, January 26, 2011 11:23 AM  
**To:** Lydia Robertson  
**Subject:** RE: Female Condom Artwork

Good letter, Lydia.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Tuesday, January 25, 2011 10:16 AM  
**To:** Diedra Levi  
**Subject:** Female Condom Artwork

Deidra, I hate to say, but the Authority feels that the ad crosses our "decency" line. Please don't take offense, but they have refused suggestive jean advertising from Dillards Department Stores, all kinds of alcohol, and various other clients over the years; I think I even mentioned a recent "People for the Ethical Treatment of Animals" ad that had been rejected. The artwork has a great message, but the transit authority is the one who gets the calls complaining if ads are too provocative; if the other ad is substantially different, please send it and I will re-submit it.

Thanks for keeping Central Arkansas Transit Authority in mind!

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 1/24/11**, **Diedra Levi** <[diedraj1@yahoo.com](mailto:diedraj1@yahoo.com)> wrote:

**From:** Diedra Levi <[diedraj1@yahoo.com](mailto:diedraj1@yahoo.com)>  
**Subject:** This is one set and I will send you the other shortly  
**To:** [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
**Date:** Monday, January 24, 2011, 3:32 PM

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Monday, January 31, 2011 10:23 AM  
**To:** Lydia Robertson  
**Subject:** RE: female condom revised

If they plan to sue, we'll have to acquiesce, but I want to run it by our legal counsel before I give it. I don't like what this will do to our already tarnished image. I'll get back to you.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Monday, January 31, 2011 10:15 AM  
**To:** Betty Wineland  
**Subject:** female condom revised

Betty, based on the primary graphic that will really be seen, and the smaller type (we will keep the proportion the same) I think they are interested primarily in interiors, possibly a few exteriors.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171



## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Monday, January 31, 2011 11:04 AM  
**To:** Lydia Robertson  
**Subject:** RE: female condom revised

I do not want to do it at all. I am willing to let them file suit if they want to pursue it. I talked to a transit guy in California and he said it wouldn't go over well in a state as liberal as his either. I'll let you know what our attorney says.

Betty

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Monday, January 31, 2011 10:59 AM  
**To:** Betty Wineland  
**Subject:** RE: female condom revised

Betty, I personally, and confidentially would prefer NOT as this order will cost more in paper and mail, than EITHER of us will make in profit. However, I will do whatever you instruct.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 1/31/11**, **Betty Wineland** <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

**From:** Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
**Subject:** RE: female condom revised  
**To:** "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Date:** Monday, January 31, 2011, 10:22 AM

If they plan to sue, we'll have to acquiesce, but I want to run it by our legal counsel before I give it. I don't like what this will do to our already tarnished image. I'll get back to you.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Monday, January 31, 2011 10:15 AM  
**To:** Betty Wineland

**Subject:** female condom revised

Betty, based on the primary graphic that will really be seen, and the smaller type (we will keep the proportion the same) I think they are interested primarily in interiors, possibly a few exteriors.

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

Thank you! Materials will be in market by 2/18 as requested.

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Thursday, February 10, 2011 3:25 PM  
**To:** Kate Renz  
**Cc:** Ashley  
**Subject:** Re: On The Move into C-K Billing

Yes, they will be coming by fax to your attention. We have all new computers, and the scanner is not liking ANY of them.

Do you know when the vinyl signs will arrive?

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Thu, 2/10/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: On The Move into C-K Billing  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Thursday, February 10, 2011, 12:15 PM

Hi Lydia,

In order to get you into our billing system, I need you to fill out the attached forms and provide your official company name and address. Can you send these back by EOD?

Thanks!

Kate

Kate Renz  
Senior Media Planner  
Cramer-Krasselt  
[www.c-k.com](http://www.c-k.com)

P: 212.251.1210 F: 212.251.1260  
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## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Friday, February 11, 2011 9:21 AM  
**To:** Lydia Robertson  
**Subject:** RE: On The Move into C-K Billing

Lydia, this company picks on bus service in its TV and radio advertising as well. Referring to the 3 letter word—B.U.S. I haven't heard from Carolyn as yet.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Friday, February 11, 2011 9:11 AM  
**To:** Kate Renz; APogosova@C-K.com  
**Cc:** Ashley  
**Subject:** RE: On The Move into C-K Billing

Kate, as you know, public transit is a service for the community, one which in your city is an integral part of all transportation and in Little Rock serves a vital need as well. The graphics seem to imply that the only reason one rides the bus is because he can't afford his/her car insurance, and we know that is not the case.

Would you client be willing to change the header to: Bye, bye bad times?

The value Direct General brings to those needing vehicle insurance would not be diminished, but neither would the value of the very method of carrying your signs.

The Transit Authority counts on public advertising to meet its budget, and On the Move doesn't make money unless Central Arkansas Transit is, so we really do want your campaign. But not at the cost of image for our steadily increasing ridership in our well cared for fleet.

Is there another slogan you had previously considered? We want to work with you any way we can.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Thu, 2/10/11, Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: On The Move into C-K Billing  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Anna Pogosova" <[APogosova@C-K.com](mailto:APogosova@C-K.com)>  
Date: Thursday, February 10, 2011, 2:29 PM

Hi Anna,

Can you please send Lydia a pdf of the transit creative?

Thanks!

Kate

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Thursday, February 10, 2011 3:30 PM  
**To:** Kate Renz  
**Subject:** RE: On The Move into C-K Billing

Remember, we must have authority approve artwork, so please have the art department send me a pdf asap. It doesn't matter if it is to scale, just the content is what will be approved.

3 page fax on the way.  
Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Thu, 2/10/11, Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: On The Move into C-K Billing  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Ashley" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>  
Date: Thursday, February 10, 2011, 2:25 PM

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Friday, February 11, 2011 7:28 AM  
**To:** Lydia Robertson  
**Subject:** RE: new artwork

I'll be d-----! I see no reason why a public transit vehicle should be required to run ads putting down the bus. I'm sending this to Carolyn Witherspoon and will get back to you.

Thanks.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Thursday, February 10, 2011 5:35 PM  
**To:** Betty Wineland  
**Cc:** Ashley Foshee  
**Subject:** new artwork

This is a 15 sign king order for three months - art okay? (I totally feel snake bit!)

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Friday, February 11, 2011 10:11 AM  
**To:** Kate Renz; Anna Pogosova  
**Cc:** Ashley  
**Subject:** RE: On The Move into C-K Billing

Kate, as you know, public transit is a service for the community, one which in your city is an integral part of all transportation and in Little Rock serves a vital need as well. The graphics seem to imply that the only reason one rides the bus is because he can't afford his/her car insurance, and we know that is not the case.

Would you client be willing to change the header to: Bye, bye bad times?

The value Direct General brings to those needing vehicle insurance would not be diminished, but neither would the value of the very method of carrying your signs.

The Transit Authority counts on public advertising to meet its budget, and On the Move doesn't make money unless Central Arkansas Transit is, so we really do want your campaign. But not at the cost of image for our steadily increasing ridership in our well cared for fleet.

Is there another slogan you had previously considered? We want to work with you any way we can.

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Thu, 2/10/11, Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: On The Move into C-K Billing  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Anna Pogosova" <[APogosova@C-K.com](mailto:APogosova@C-K.com)>  
Date: Thursday, February 10, 2011, 2:29 PM

Hi Anna,

Can you please send Lydia a pdf of the transit creative?



## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Friday, February 11, 2011 10:59 AM  
**To:** Lydia Robertson  
**Subject:** RE: Their comment/Bus riders

I'll wait to hear from them. They're researching now. How messages are accepted in New York and how they are accepted in Central Arkansas are totally different.

Thanks.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Friday, February 11, 2011 10:37 AM  
**To:** Betty Wineland  
**Subject:** Fw:Their comment/Bus riders

Doesn't sound like they like my option "Bye, Bye Bad Times."

Please let me know how you or Carolyn want to respond to her comments below. It would mean a total to the Authority of \$3480.

Lydia

Hi Lydia,

I completely understand your concerns. Please know that this messaging is not intended to be disrespectful to bus riders, bus drivers or the transportation department. As you pointed out, we are very reliant on our public transportation here in NY and are all bus riders ourselves!

That said, this messaging is part of a broader campaign based on the idea that having car insurance is something to celebrate. By saying goodbye to a bus, we are not suggesting that buses are bad, but rather that it is good to have options and to be able to drive if you so choose. Because of overarching branding goals, we need to keep this messaging consistent across all of our markets and media.

As you said, we absolutely want to work together. Please let me know how you think we can best alleviate any concerns.

Thanks,

Kate

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Friday, February 11, 2011 4:12 PM  
**To:** Kate Renz  
**Subject:** Fw: Artwork Review-Little Rock

Kate, I obviously passed your explanation along, but the response below would necessitate another headline, or a variation on the one you have now.

Let me know if I can do anything else.

Lydia

--- On **Fri, 2/11/11**, **Betty Wineland** <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

**From:** Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
**Subject:** Artwork Review  
**To:** "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Date:** Friday, February 11, 2011, 11:37 AM

Ms. Robertson, we have reviewed the artwork you forwarded on the Direct Auto Insurance campaign. We would like to have their business and are willing to accept advertising within their overall theme. However, we ask that the word "bus" be removed from the ad and no reference made to public transit.

Thank you.

Betty Wineland

---

Betty Wineland

Central Arkansas Transit Authority

901 Maple Street, North Little Rock, AR 72114

[bwineland@cat.org](mailto:bwineland@cat.org)

501-375-6717 ext. 223

501-375-6812 (FAQ)

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Thu, 2/10/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: On The Move into C-K Billing  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Thursday, February 10, 2011, 12:15 PM

Hi Lydia,

In order to get you into our billing system, I need you to fill out the attached forms and provide your official company name and address. Can you send these back by EOD?

Thanks!

Kate

Kate Renz  
Senior Media Planner  
Cramer-Krasselt  
[www.c-k.com](http://www.c-k.com)

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Thanks!  
Kate

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Thursday, February 10, 2011 3:30 PM  
**To:** Kate Renz  
**Subject:** RE: On The Move into C-K Billing

Remember, we must have authority approve artwork, so please have the art department send me a pdf asap. It doesn't matter if it is to scale, just the content is what will be approved.

3 page fax on the way.  
Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Thu, 2/10/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: On The Move into C-K Billing  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Ashley" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>  
Date: Thursday, February 10, 2011, 2:25 PM

Thank you! Materials will be in market by 2/18 as requested.

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Thursday, February 10, 2011 3:25 PM  
**To:** Kate Renz  
**Cc:** Ashley  
**Subject:** Re: On The Move into C-K Billing

Yes, they will be coming by fax to your attention. We have all new computers, and the scanner is not liking ANY of them.

Do you know when the vinyl signs will arrive?

Lydia

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Monday, February 14, 2011 8:57 AM  
**To:** Lydia Robertson  
**Subject:** RE: Artwork Review-Little Rock

Thanks, Lydia.

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Friday, February 11, 2011 3:35 PM  
**To:** Kate Renz  
**Subject:** RE: Artwork Review-Little Rock

Absolutely. Let me know if I can help!!

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Fri, 2/11/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: Artwork Review-Little Rock  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Friday, February 11, 2011, 3:27 PM

Hi Lydia,

I understand. Can we have an extension on the material deadlines in that case. We're going to have to start over from creative development so we'll need as much time as you can possibly give us.

Thank you!

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Wednesday, February 16, 2011 11:06 AM  
**To:** Lydia Robertson  
**Subject:** RE: Direct General new art

Good for you. Send it to me; no attachment on this email. Thanks.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Wednesday, February 16, 2011 10:17 AM  
**To:** Betty Wineland  
**Subject:** Direct General new art

Betty, our firmness paid off. Look how perfect this artwork is. We just saved a \$6,000 order!

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

Thank you, Lydia!

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | www.c-k.com

---

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Wednesday, February 16, 2011 5:27 PM  
**To:** Anna Pogosova  
**Cc:** Kate Renz  
**Subject:** Artwork for DG in Little Rock

The artwork is approved!!

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Tue, 2/15/11**, **Anna Pogosova** <APogosova@C-K.com> wrote:

**From:** Anna Pogosova <APogosova@C-K.com>  
**Subject:** RE: Artwork for DG in Little Rock  
**To:** "Lydia Robertson" <onthemovead@sbcglobal.net>  
**Date:** Tuesday, February 15, 2011, 4:53 PM

Here you go!

Anna Pogosova | Account Executive | Cramer-Krasselt | 212-251-1223 | www.c-k.com

---

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Tuesday, February 15, 2011 3:35 PM  
**To:** Anna Pogosova



**Subject:** Artwork for DG in Little Rock

Anna, I haven't received the pdf yet and wanted to make sure I can run this by the transit authority.

Thanks (see note below from Kate)

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Tue, 2/15/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: DG Posting Instructions  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Tuesday, February 15, 2011, 10:25 AM

Anna,

Can you send Lydia a PDF of the new Little Rock creative?

Thanks!

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

---

From: Lydia Robertson [<mailto:onthemovead@sbcglobal.net>]  
Sent: Tuesday, February 15, 2011 11:15 AM  
To: Kate Renz

**CATA Freedom of Information Act Production, Page 33**

**Subject:** Re: DG Posting Instructions

Kate, can you send me the artwork by pdf? I am out of the office today and will try to open the other docs. tomorrow.

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 2/14/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: DG Posting Instructions  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Anna Pogosova" <[APogosova@C-K.com](mailto:APogosova@C-K.com)>  
Date: Monday, February 14, 2011, 7:39 PM

Hi Lydia,

Attached please find Posting Instructions for Direct General's Bus Kings in Little Rock with revised creative. Please let me know if this is approved.

Thanks,

Kate

Kate Renz  
Senior Media Planner  
Cramer-Krasselt  
www.c-k.com

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902 Broadway, New York, NY 10010  
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## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Sunday, February 27, 2011 9:56 PM  
**To:** Kate Renz  
**Subject:** YIKES- Artwork for DG in Little Rock

See the string of emails below and take a deep breath. The packing slip says "Yea, I just saved \$600 on my insurance", and tonight my sign loader went over, took fifteen boards out of racks, prepped them for your vinyl application....

but the signs in the box said "Bye, Bye Bus" (the version NOT accepted by transit). This means on those 15 racks (now running empty) he has to reassemble the frames, store the boards we were placing your vinyl on, and we miss your install date.

How quickly can you get me 15 of the correct signs (without using the word 'bus'). We will add the labor from tonight onto your bill- don't have the invoice yet, but he said "about \$200". I'll get an invoice and pass it along.

Whoever was responsible for packing and shipping, I know you'll be aggravated with, but when the vinyl came in Thursday, and the packing slip had the right verbiage, I didn't dream it could be the wrong creative.

Let me know, and if we have to adjust your dates by one week, we'll add it to the end, so the billing stays the same.

Thanks,  
Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Wed, 2/16/11, Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: Artwork for DG in Little Rock  
To: "Lydia Robertson" <onthemovead@sbcglobal.net>, "Anna Pogosova" <[APogosova@C-K.com](mailto:APogosova@C-K.com)>  
Date: Wednesday, February 16, 2011, 4:50 PM

Thank you, Lydia!

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Wednesday, February 16, 2011 5:27 PM  
**To:** Anna Pogosova  
**Cc:** Kate Renz  
**Subject:** Artwork for DG in Little Rock

The artwork is approved!!

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

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**From:** Anna Pogosova <[APogosova@C-K.com](mailto:APogosova@C-K.com)>  
**Subject:** RE: Artwork for DG in Little Rock  
**To:** "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Date:** Tuesday, February 15, 2011, 4:53 PM

Here you go!

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Tuesday, February 15, 2011 3:35 PM  
**To:** Anna Pogosova  
**Subject:** Artwork for DG in Little Rock

Anna, I haven't received the pdf yet and wanted to make sure I can run this by the transit authority.

Thanks (see note below from Kate)

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Tue, 2/15/11, Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: DG Posting Instructions  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Tuesday, February 15, 2011, 10:25 AM

Anna,

Can you send Lydia a PDF of the new Little Rock creative?

Thanks!

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

---

From: Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
Sent: Tuesday, February 15, 2011 11:15 AM  
To: Kate Renz  
Subject: Re: DG Posting Instructions

Kate, can you send me the artwork by pdf? I am out of the office today and will try to open the other docs. tomorrow.

Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 2/14/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: DG Posting Instructions  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Anna Pogosova" <[APogosova@C-K.com](mailto:APogosova@C-K.com)>  
Date: Monday, February 14, 2011, 7:39 PM

Hi Lydia,

Attached please find Posting Instructions for Direct General's Bus Kings in Little Rock with revised creative. Please let me know if this is approved.

Thanks,

Kate

Cramer-Krasselt  
[www.c-k.com](http://www.c-k.com)

P: 212.251.1210 F: 212.251.1260  
902 Broadway, New York, NY 10010  
Insights that Change the Conversation® :: Chicago | Milwaukee | New York | Phoenix

This message including any attachments contains valuable business information that is proprietary, privileged, confidential and/or otherwise protected from disclosure. If you are not the addressee or authorized to receive this for the addressee, you must not review, use, disseminate, distribute, print, copy, or take any action based on this message or any information herein. If you received this message in error, please notify the sender immediately of the error by reply e-mail and delete the e-mail and attachment files from your system, retaining no copies in any media. We appreciate your cooperation. Cramer-Krasselt



---

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Sunday, February 27, 2011 10:56 PM  
**To:** Kate Renz  
**Subject:** YIKES- Artwork for DG in Little Rock

See the string of emails below and take a deep breath. The packing slip says "Yea, I just saved \$600 on my insurance", and tonight my sign loader went over, took fifteen boards out of racks, prepped them for your vinyl application....

but the signs in the box said "Bye, Bye Bus" (the version NOT accepted by transit). This means on those 15 racks (now running empty) he has to reassemble the frames, store the boards we were placing your vinyl on, and we miss your install date.

How quickly can you get me 15 of the correct signs (without using the word 'bus'). We will add the labor from tonight onto your bill- don't have the invoice yet, but he said "about \$200". I'll get an invoice and pass it along.

Whoever was responsible for packing and shipping, I know you'll be aggravated with, but when the vinyl came in Thursday, and the packing slip had the right verbiage, I didn't dream it could be the wrong creative.

Let me know, and if we have to adjust your dates by one week, we'll add it to the end, so the billing stays the same.

Thanks,  
Lydia

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Wed, 2/16/11, Kate Renz <KRenz@C-K.com> wrote:

From: Kate Renz <KRenz@C-K.com>  
Subject: RE: Artwork for DG in Little Rock  
To: "Lydia Robertson" <onthemovead@sbcglobal.net>, "Anna Pogosova" <APogosova@C-K.com>  
Date: Wednesday, February 16, 2011, 4:50 PM

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Potential client for transit campaign  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Monday, February 28, 2011, 1:58 PM

Hi Lydia,

As discussed, attached is the proposed ad copy for my client The United Coalition of Reason please respond as soon as you receive word from transit authority on if creative is cleared. After that we can speak about any next steps.

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
[www.media-brokers.com](http://www.media-brokers.com)

*Top 50 Media Company by Industry, Inc. Magazine - 2008*  
*America's Fastest-Growing Private Companies, Inc. 5000 - 2007, 2008, 2009*  
*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

On 2/28/2011 2:28 PM, Shaun Barbeau wrote:  
Hi Lydia,

If you can please call me when you receive this e-mail I may have a potential client.

--

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive. Suite 600  
Alpharetta, Georgia 30009  
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*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

On 2/28/2011 2:28 PM, Shaun Barbeau wrote:

Hi Lydia,

If you can please call me when you receive this e-mail I may have a potential client.

--

Best regards,

***Shaun Barbeau***  
Media Director

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*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Tuesday, March 01, 2011 9:16 AM  
**To:** Kate Renz  
**Subject:** RE: YIKES- Artwork for DG in Little Rock

One of your shipping or creative people called yesterday and said we would have the new signs by Thursday. He asked me to keep the other signs (which I have) and if they send me a UPS return label, we'll ship them anywhere you like.

Thanks!  
Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 2/28/11**, **Kate Renz** <[KRenz@C-K.com](mailto:KRenz@C-K.com)> wrote:

From: Kate Renz <[KRenz@C-K.com](mailto:KRenz@C-K.com)>  
Subject: RE: YIKES- Artwork for DG in Little Rock  
To: "Lydia Robertson" <onthemovead@sbcglobal.net>  
Date: Monday, February 28, 2011, 2:39 PM

Hi Lydia,

You are correct this was a problem with our printing vendor. New materials will be there in the next day or so.

Thank you for catching this!!

Kate

Kate Renz | Senior Media Planner | Cramer-Krasselt | 212-251-1210 | [www.c-k.com](http://www.c-k.com)

## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Tuesday, March 01, 2011 9:18 AM  
**To:** Betty Wineland  
**Subject:** RE: Re: Potential client for transit campaign

Just so you know, the Christian Science Church of North Little Rock had called for avails at the same time because they have a 'fabulous' speaker coming in late May. (Makes me wonder if it's the same, or an opposing message that would help balance the other message?) I tried calling her back and have had no call.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 2/28/11**, **Betty Wineland** <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

**From:** Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
**Subject:** RE: Re: Potential client for transit campaign  
**To:** "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Date:** Monday, February 28, 2011, 2:23 PM

I need Him now more than ever. Good grief. I think we need to throw religion into the advertising policy—as a negative.

Stall while CATA reviews.

Betty

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Monday, February 28, 2011 2:04 PM  
**To:** Betty Wineland **CATA Freedom of Information Act Production, Page 45**

**Subject:** Fw: Re: Potential client for transit campaign

Dear God.....HELP!

Lydia Robertson

On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 2/28/11**, **Shaun Barbeau** <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Potential client for transit campaign  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Monday, February 28, 2011, 1:58 PM

Hi Lydia,

As discussed, attached is the proposed ad copy for my client The United Coalition of Reason please respond as soon as you receive word from transit authority on if creative is cleared. After that we can speak about any next steps.

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
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*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Tuesday, March 01, 2011 12:04 PM  
**To:** Shaun Barbeau  
**Cc:** Ashley Foshee  
**Subject:** Re: Potential client for transit campaign

Shaun, the transit authority will accept the artwork, but there are caveats. Because On the Move Advertising, Inc. is responsible for any damage/vandalism done to the buses or signage due to its message, we are placing this order in a special category.

The Transit Authorities around the country do share ideas and experience and evidently this campaign has caused some repercussions and vandalism in other markets.

Please know that we only make money if we make money for the transit authority, so I don't want to do anything to discourage the order. However, in reality, Arkansas is the buckle of the Bible Belt and I can easily envision zealots or upstanding citizens with a strong faith acting out. I cannot and will not accept this additional liability.

Therefore, depending on the size order you place, we will require a refundable security deposit in advance - I prefer a cashiers check so we don't have to deposit it. If vandalism occurs, we will provide photos, you can replace the signs (or send extras if that works better for you) and we will pay to have the paint fixed or logos on the bus repaired, from your security deposit.

Let me know how many signs you're thinking, at this time, I believe we have 16 Kings available for your planned run date, but it is a first come-first signed policy.

I hope all this works for you.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Mon, 2/28/11**, **Shaun Barbeau** <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Potential client for transit campaign  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Monday, February 28, 2011, 1:58 PM

Hi Lydia,

**CATA Freedom of Information Act Production, Page 47**

As discussed, attached is the proposed ad copy for my client The United Coalition of Reason please respond as soon as you receive word from transit authority on if creative is cleared. After that we can speak about any next steps.

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
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*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

On 2/28/2011 2:28 PM, Shaun Barbeau wrote:  
Hi Lydia,

If you can please call me when you receive this e-mail I may have a potential client.

--

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
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Top 50 Media Company by Industry, Inc. Magazine - 2008  
America's Fastest-Growing Private Companies, Inc. 5000 - 2007, 2008, 2009  
Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007

On 3/1/2011 1:03 PM, Lydia Robertson wrote:

Shaun, the transit authority will accept the artwork, but there are caveats. Because On the Move Advertising, Inc. is responsible for any damage/vandalism done to the buses or signage due to its message, we are placing this order in a special category.

The Transit Authorities around the country do share ideas and experience and evidently this campaign has caused some repercussions and vandalism in other markets.

Please know that we only make money if we make money for the transit authority, so I don't want to do anything to discourage the order. However, in reality, Arkansas is the buckle of the Bible Belt and I can easily envision zealots or upstanding citizens with a strong faith acting out. I cannot and will not accept this additional liability.

Therefore, depending on the size order you place, we will require a refundable security deposit in advance - I prefer a cashiers check so we don't have to deposit it. If vandalism occurs, we will provide photos, you can replace the signs (or send extras if that works better for you) and we will pay to have the paint fixed or logos on the bus repaired, from your security deposit.

Let me know how many signs you're thinking, at this time, I believe we have 16 Kings available for your planned run date, but it is a first come-first signed policy.

I hope all this works for you.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Mon, 2/28/11, Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Potential client for transit campaign  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Monday, February 28, 2011, 1:58 PM

Hi Lydia,

As discussed, attached is the proposed ad copy for my client The United Coalition of Reason please respond as soon as you receive word from transit authority on if creative is cleared. After that we can speak about any next

steps.

Best regards,

**Shaun Barbeau**  
Media Director

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Alpharetta, Georgia 30009  
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*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

On 2/28/2011 2:28 PM, Shaun Barbeau wrote:  
Hi Lydia,

If you can please call me when you receive this e-mail I may have a potential client.

--

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
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*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Tuesday, March 01, 2011 1:15 PM  
**To:** Lydia Robertson  
**Subject:** RE: Potential client for transit campaign

Thanks, Lydia.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Tuesday, March 01, 2011 12:04 PM  
**To:** Shaun Barbeau  
**Cc:** Ashley Foshee  
**Subject:** Re: Potential client for transit campaign

Shaun, the transit authority will accept the artwork, but there are caveats. Because On the Move Advertising, Inc. is responsible for any damage/vandalism done to the buses or signage due to its message, we are placing this order in a special category.

The Transit Authorities around the country do share ideas and experience and evidently this campaign has caused some repercussions and vandalism in other markets.

Please know that we only make money if we make money for the transit authority, so I don't want to do anything to discourage the order. However, in reality, Arkansas is the buckle of the Bible Belt and I can easily envision zealots or upstanding citizens with a strong faith acting out. I cannot and will not accept this additional liability.

Therefore, depending on the size order you place, we will require a refundable security deposit in advance - I prefer a cashiers check so we don't have to deposit it. If vandalism occurs, we will provide photos, you can replace the signs (or send extras if that works better for you) and we will pay to have the paint fixed or logos on the bus repaired, from your security deposit.

Let me know how many signs you're thinking, at this time, I believe we have 16 Kings available for your planned run date, but it is a first come-first signed policy.

I hope all this works for you.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Mon, 2/28/11, Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

**CATA Freedom of Information Act Production, Page 51**

## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Thursday, March 03, 2011 5:56 PM  
**To:** Shaun Barbeau  
**Subject:** Re: Potential client for transit campaign

Shaun, the cost for production is approximately \$100 per panel. And I know you called twice today, but most of the office staff, myself included, have been gone since Tuesday night for another project in the northwest corner of our state. We will be back in Monday, and as you can see by the time, I have limited computer access.

In answer to your question, I have never before required such a deposit, but as I am responsible for damage to the bus and graphics, and since the campaign you forwarded art on has evidently caused vandalism in other markets, On the Move Advertising, Inc. is only charging the security deposit to insure we don't end up with charges we have to eat.

Did you ever come up with how many signs you are thinking about? The spring seems to be when we have the most requests and I know several discussions are underway with clients from all over. Can you at least give me an estimate, although, nothing would be binding until a contract is executed. Obviously, the size of the security deposit would be based on the potential liability.

Thanks again for your interest. Tomorrow we will spend most of the day in an arena, and I know from experience we have limited phone access. Talk with you Monday.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Thu, 3/3/11**, Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Potential client for transit campaign  
To: "Lydia Robertson" <onthemovead@sbcglobal.net>  
Date: Thursday, March 3, 2011, 12:50 PM

Lydia,

I am checking with the client on the rather unorthodox request of a "security deposit", have you ever required this of any other client?

What are the per panel production cost on the Street Kings?

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Thursday, March 10, 2011 8:22 AM  
**To:** Lydia Robertson  
**Subject:** RE: Coalition-Let On the Move take heat!

I have forwarded the message. Will be in touch.

**From:** Lydia Robertson [mailto:onthemovead@sbcglobal.net]  
**Sent:** Thursday, March 10, 2011 12:18 AM  
**To:** Betty Wineland  
**Cc:** pbusick@cat.org; jsweere@cgwg.com  
**Subject:** Coalition-Let On the Move take heat!

Betty, this is the email I would like to send to Bill, with Carolyn's permission. I have a complete string of emails, which clearly indicate that I stated ONLY our contract (the one from On the Move) was official. I never accepted an order (verbally or written; we've never even received a purchase order from the "buyer", Shaun.) The attorney's information is wrong- and he does NOT have a contract, verbal or otherwise. They have never agreed to the deposit I requested to cover the vandalism. Actually, Shaun wrote me back and said the most they would pay is \$10,000. The 'vandalism' deposit was strictly requested from On the Move to cover the vandalism HE mentioned. It would cost about \$2,000 per side if a CATA bus had to be repainted and re-decaled. 18 Signs times \$2000 comes to \$36,000. That is where MY last email lies, other than refusing the order. Perhaps the "buyer" lied, perhaps Bill is HUFFING; On the Move NEVER had any agreement - only a disagreement and refusal from C for R.

And here is my information for Carolyn. CATA has a policy of avoiding all controversial messages - from PETA, to Dillards, To Dept of Health "female condoms". I doubt very seriously that the intent is to NEVER accept an ad from the People for the Ethical Treatment of Animals, nor another Dillards ad, or another from the Arkansas Department of Health. Those potential clients had no history of vandalism, but they were refused on the basis of image and appropriateness for the market place. Good reasons. How can we arbitrarily made BROAD refusals?

By the way, to dismiss all political advertising (the last time we accepted political was for the fall election- message was not controversial) or all church advertising (also since the fall- for an Octoberfest) seems like a clear violation of First Amendment ....unless the message is about "legislative proposals" - no abortion, no guns, yes to guns, etc. It is the MESSAGE that matters - not who is buying it. If the message was a giant "Don't drink and drive" and in the corner, a small "Budweiser", that would be a GREAT message. Or the opposite, an ad from "Sticky Fingers" bar with a big slogan "Come get green-drunk with us on St. Patty's." Obviously, NO. But if they were advertising a concert - YES.

Neither Geyer Springs, nor Fellowship Bible Church are offering a message like "Meet God with us on Sunday." Or more closely, "Do you believe in God? So do millions." One church's message is about vacation Bible school registration, and the other is about a teen weekend program. I am in agreement that if any message was directed at believing in a certain kind of God, Buddha, Islam, Jesus, or No God at all, we would have to accept them all, or refuse them all.

Conversely, if The Coalition for Reason and its many predecessors (who have a long history of vandalism with the message submitted, and we have forwarded several photos and links to you- even the attorney agrees he represents two agencies) wanted to run a message about a convention or speaker appearing on their behalf, and not "preaching their beliefs" then we should accept it.

*(Below is the note I would like to send. It is strictly from On the Move and in previous emails, I've written every word with an eye toward the very position they have taken. I am extremely conscious regarding the First Amendment and covering everyone while I do it. Please know I serve on a gubernatorial appointment to a State Agency, I am a Class A licensed private investigator and am not a stranger to court action. I am NOT an attorney, but I have never liked being bullied.*

*Why not let me take the heat for awhile? Leave CATA out of it; CATA can say On the Move responded on our own. See what Carolyn thinks about the brief note below. Probably since he has contacted us, I don't need Shaun's permission to share the emails-that IS a question for Carolyn.*

**CATA Freedom of Information Act Production, Page 53**

Bill, I am out of town, so perhaps you will be able to check the information stated in your email below before we talk. There has been no verbal contract or written contract; we have been in discussions, only. As a matter of fact, the next to last email sent from me to Shaun provided a security deposit amount which he refused. No purchase order from Shaun has been sent, or signed by On the Move Advertising, Inc. As a courtesy, I agreed to hold his requested signs until I could give him a firm answer, which came the next day.

I have a tremendous string of emails with caveats and concerns from the beginning of the discussions with Shaun, whose permission I would need to forward this string.

I actually have an email from and to Shaun dated April, 2010, in which I told him he could request an order 90 days out. If he had, this would have long since be resolved.

I will be glad to discuss this with you when I return; however, I will be in Houston for two more days.

Lydia Robertson

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Wed, 3/9/11**, **Bill Burgess** <[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)> wrote:

From: Bill Burgess <[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)>  
Subject: Coalition of Reason's CAT advertisement  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Cc: [bwineland@cat.org](mailto:bwineland@cat.org)  
Date: Wednesday, March 9, 2011, 3:50 PM

Ms. Robertson,

I am the director of the American Humanist Association's legal center, which also serves the legal needs of the United Coalition of Reason (and its local affiliates). The Coalition of Reason (COR), acting through its agent Media Brokers International, Inc., recently contracted with the Central Arkansas Transit Authority (CATA), acting through your firm as its agent, to place ads on the sides of Little Rock buses. Prior to this, the CATA had seen the ad requested. You have now refused to honor this contract, referring to the supposedly controversial nature of the ad.

CATA's refusal to allow the COR's ads on the basis of what you see as their controversial nature is a clear violation of the First Amendment. It amounts to an unconstitutional form of viewpoint discrimination, as many courts have previously ruled.

The COR contracted to run this during a time period including the city's Riverfest and the Memorial Day weekend, and still wants to do so. You can resolve this situation by reversing course and permitting it to do so.

I have copied the Executive Director of CATA on this message. I invite either of you to contact me immediately so that we can resolve this matter without having to resort to litigation.

--  
William J. Burgess, Esq.  
Legal Coordinator  
Appignani Humanist Legal Center  
American Humanist Association  
1777 T Street, N.W.  
Washington, DC 20009  
(202) 238-9088 (x102)

**CATA Freedom of Information Act Production, Page 54**

[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)

## Betty Wineland

---

**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Tuesday, March 08, 2011 11:01 AM  
**To:** Betty Wineland  
**Cc:** Lydia Robertson  
**Subject:** Coalition for Reason Vandalism  
**Attachments:** Coalition of Reason Vandalism Acts.docx

- [http://www.mlive.com/news/detroit/index.ssf/2010/03/pro-atheist\\_ads\\_on\\_smart\\_buses.html](http://www.mlive.com/news/detroit/index.ssf/2010/03/pro-atheist_ads_on_smart_buses.html)
- <http://richarddawkins.net/articles/5447-controversial-atheist-billboard-severely-damaged>
- <http://simplyabsurd.wordpress.com/> (You have to scroll down a little bit to find this article.)
- [http://en.wikipedia.org/wiki/United\\_Coalition\\_of\\_Reason](http://en.wikipedia.org/wiki/United_Coalition_of_Reason) (Scroll down to History)

Here are a few websites I found about the vandalism. The doc attached is a file of pictures and descriptions. Hope this helps. Let me know if you need me to keep digging!

Ashley

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171



## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Tuesday, March 08, 2011 11:35 AM  
**To:** Betty Wineland  
**Subject:** Coalition for Reason

Betty, I hope you read in my careful email

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

## Betty Wineland

---

**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Wednesday, March 09, 2011 12:55 PM  
**To:** Betty Wineland

[http://www.americanhumanist.org/Who We Are/About the AHA/Board of Advisors](http://www.americanhumanist.org/Who_We_Are/About_the_AHA/Board_of_Advisors)

Lydia thought this article was interesting. The last guy on the list is Todd, and he's involved in MANY different groups..

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

And this just came in.

**From:** Bill Burgess [mailto:[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)]  
**Sent:** Wednesday, March 09, 2011 3:51 PM  
**To:** [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
**Cc:** [bwineland@cat.org](mailto:bwineland@cat.org)  
**Subject:** Coalition of Reason's CAT advertisement

Ms. Robertson,

I am the director of the American Humanist Association's legal center, which also serves the legal needs of the United Coalition of Reason (and its local affiliates). The Coalition of Reason (COR), acting through its agent Media Brokers International, Inc., recently contracted with the Central Arkansas Transit Authority (CATA), acting through your firm as its agent, to place ads on the sides of Little Rock buses. Prior to this, the CATA had seen the ad requested. You have now refused to honor this contract, referring to the supposedly controversial nature of the ad.

CATA's refusal to allow the COR's ads on the basis of what you see as their controversial nature is a clear violation of the First Amendment. It amounts to an unconstitutional form of viewpoint discrimination, as many courts have previously ruled.

The COR contracted to run this during a time period including the city's Riverfest and the Memorial Day weekend, and still wants to do so. You can resolve this situation by reversing course and permitting it to do so.

I have copied the Executive Director of CATA on this message. I invite either of you to contact me immediately so that we can resolve this matter without having to resort to litigation.

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William J. Burgess, Esq.  
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1777 T Street, N.W.  
Washington, DC 20009  
(202) 238-9088 (x102)  
[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Wednesday, March 09, 2011 4:07 PM  
**To:** Ashley Foshee  
**Cc:** Jess Sweere  
**Subject:** RE: Re: Little Rock Transit Advertising

**Importance:** High

We're turning this over to our legal counsel, Ashley, so just sit tight. Thanks.

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Wednesday, March 09, 2011 3:39 PM  
**To:** pbusick@cat.org  
**Cc:** Betty Wineland; Lydia Robertson  
**Subject:** Fw: Re: Little Rock Transit Advertising

Betty,

I know that yesterday you email wasn't working, and I'm unsure if it's working today. See the following email from Shaun about declining his advertising campaign.

Recently, I had a phone call from Bill Burgess. He gave me his phone number and I Googled it. It said on the website for the American Humanist Association that Bill Burgess is the Legal Coordinator. He called this afternoon and was asking for Lydia (whom, of course, is in Houston)

Please email or call me back as to what to say to them, if anything at all. Or is this something that you're going to let your attorney take care of.

Ashley

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

--- On Wed, 3/9/11, Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Little Rock Transit Advertising  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Cc: "Betty Wineland" <[bwineland@cat.org](mailto:bwineland@cat.org)>, "Ashley Foshee" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>, [fredwords@unitedcor.org](mailto:fredwords@unitedcor.org)  
Date: Wednesday, March 9, 2011, 11:31 AM

Lydia,

This is very frustrating to say the least, I specifically sent you the ad copy prior to getting rates so that we were clear up-front on if UCoR would be able to secure space. You give us the authorization to move forward with the caveat of a security deposit, now after we have gone through the entire process and I have a signed IO you send the e-mail below? The Director of UCoR had the following items in response and may contact those responsible for the decision:

1. Yes, we've run campaigns in 32 markets so far, two of them twice. But we haven't had vandalism in all 32. The vandalism occurred in only 4. And only once was there damage to the vendor's property, a billboard. All the other vandalism affected our ads alone.
2. Controversial ads on transit systems are protected by the First Amendment. Even though our ads aren't as controversial as those critical of Islam that ran on buses in NYC and elsewhere, their case is illustrative. See <http://www.nbcnewyork.com/news/local/Bus-Ads-Target-Muslims-Leaving-Islam-94946514.html> .
3. We've never encountered, or heard of, an insurance deposit being required just because ads are controversial. If the Transit Authority wants to avoid this issue in the future, their only recourse is to ban all religious, ideological, and political ads as a class. They can't legally engage in content discrimination.

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
[www.media-brokers.com](http://www.media-brokers.com)

*Top 50 Media Company by Industry, Inc. Magazine - 2008*  
*America's Fastest-Growing Private Companies, Inc. 5000 - 2007, 2008, 2009*  
*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

On 3/9/2011 10:15 AM, Lydia Robertson wrote:  
Dear Shaun,

Thank you for your call late yesterday afternoon, just prior to me leaving for Houston. As I told you, I was certain that we could provide you an answer in a timely manner. After much research and investigation into the Coalition for Reason's current and past advertising history, both Central Arkansas Transit Authority and On the Move Advertising, Inc. have decided to decline the schedule offer. Thank you for your consideration of our market.

Respectfully,  
Lydia

Lydia Robertson  
On the Move Advertising, Inc.

And this just came in.

**From:** Bill Burgess [mailto:[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)]  
**Sent:** Wednesday, March 09, 2011 3:51 PM  
**To:** [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
**Cc:** [bwineland@cat.org](mailto:bwineland@cat.org)  
**Subject:** Coalition of Reason's CAT advertisement

Ms. Robertson,

I am the director of the American Humanist Association's legal center, which also serves the legal needs of the United Coalition of Reason (and its local affiliates). The Coalition of Reason (COR), acting through its agent Media Brokers International, Inc., recently contracted with the Central Arkansas Transit Authority (CATA), acting through your firm as its agent, to place ads on the sides of Little Rock buses. Prior to this, the CATA had seen the ad requested. You have now refused to honor this contract, referring to the supposedly controversial nature of the ad.

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The COR contracted to run this during a time period including the city's Riverfest and the Memorial Day weekend, and still wants to do so. You can resolve this situation by reversing course and permitting it to do so.

I have copied the Executive Director of CATA on this message. I invite either of you to contact me immediately so that we can resolve this matter without having to resort to litigation.

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William J. Burgess, Esq.  
Legal Coordinator  
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1777 T Street, N.W.  
Washington, DC 20009  
(202) 238-9088 (x102)  
[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Thursday, March 10, 2011 8:24 AM  
**To:** Ashley Foshee  
**Subject:** RE: FW: Coalition of Reason's CAT advertisement

Do you have dates on the contracts, Ashley? Thanks.

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Wednesday, March 09, 2011 5:00 PM  
**To:** Betty Wineland  
**Subject:** Re: FW: Coalition of Reason's CAT advertisement

Fellowship Bible Church - Youth Activities Weekend  
Running 16 St. Kings for 4 weeks

Geyer Springs Baptist Church - Vacation Bible School  
Running 8 Curb Queens for 6 weeks

Tim Fox for Supreme Court  
He ran back in August for 2 months.  
He rented 4 Street Kings and 4 Curb Queens

To my recollection, that was the only political campaign of the year.

Ashley

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

--- On Wed, 3/9/11, Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

From: Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
Subject: FW: Coalition of Reason's CAT advertisement  
To: "Ashley Foshee" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>, "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Wednesday, March 9, 2011, 4:51 PM

Ashley, while Lydia is out of town will you please check on the last time we accepted political ads. Also give me the dates on the contracts for Geyer Springs Baptist and the Church of Christian Science—not sure of the exact name of the latter.

**CATA Freedom of Information Act Production, Page 63**

## Betty Wineland

---

**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Thursday, March 10, 2011 8:59 AM  
**To:** Betty Wineland  
**Subject:** Idea!

Betty,

This Coalition of Reason REALLY has me thinking! And I hope I'm not over stepping my boundries. Please let me know if I am..

Maybe we should let them run their signs. We've told them in several emails that if there is vandalism to the buses, their signs will be taken down, and their entire balance is due immediately. If we have, let's just say, 10 complaints in a span of 2 weeks, then the signs will all come down, and their money will be refunded. That way, we all win. They get to run the ads they want, and we get their money. Honestly, the likelihood of their signs NOT being vandalized is like one to six billion. Just something to think about.. That way, we avoid getting sued. And by the way, they did agree to those terms, IN WRITING!

Have a good day!

Ashley

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171



## Betty Wineland

---

**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Thursday, March 10, 2011 9:04 AM  
**To:** Betty Wineland  
**Subject:** RE: FW: Coalition of Reason's CAT advertisement

Geyer Springs - contract was signed on 3/4/11 and starts running on May 1.  
Fellowship Baptist - contract signed on 3/1/11 and starts running April 23.  
Tim Fox - contract signed on 8/25/10 and started running on September 2.

I can fax you the signed contracts if you'd like..

Ashley  
Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

--- On **Thu, 3/10/11, Betty Wineland** <bwineland@cat.org> wrote:

**From:** Betty Wineland <bwineland@cat.org>  
**Subject:** RE: FW: Coalition of Reason's CAT advertisement  
**To:** "Ashley Foshee" <otma@sbcglobal.net>  
**Date:** Thursday, March 10, 2011, 8:23 AM

Do you have dates on the contracts, Ashley? Thanks.

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Wednesday, March 09, 2011 5:00 PM  
**To:** Betty Wineland  
**Subject:** Re: FW: Coalition of Reason's CAT advertisement

Fellowship Bible Church - Youth Activities Weekend

Running 16 St. Kings for 4 weeks

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Running 8 Curb Queens for 6 weeks

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He ran back in August for 2 months.

He rented 4 Street Kings and 4 Curb Queens

To my recollection, that was the only political campaign of the year.

Ashley

Ashley E. Foshee

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Little Rock, Arkansas 72227

Ph: 501-664-1118

Fax: 501-664-6171

--- On Wed, 3/9/11, Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

From: Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>

Subject: FW: Coalition of Reason's CAT advertisement

To: "Ashley Foshee" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>, "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>

Date: Wednesday, March 9, 2011, 4:51 PM

Ashley, while Lydia is out of town will you please check on the last time we accepted political ads. Also give me the dates on the contracts for Geyer Springs Baptist and the Church of Christian Science—not sure of the exact name of the latter.

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Thursday, March 10, 2011 9:13 AM  
**To:** Ashley Foshee  
**Subject:** RE: FW: Coalition of Reason's CAT advertisement

Thanks, Ashley. I don't need copies and am assuming a copy has already been sent to our accounting manager for the files. I guess I could have asked Wanda, but didn't think of it at the time.

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Thursday, March 10, 2011 9:04 AM  
**To:** Betty Wineland  
**Subject:** RE: FW: Coalition of Reason's CAT advertisement

Geyer Springs - contract was signed on 3/4/11 and starts running on May 1.  
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Tim Fox - contract signed on 8/25/10 and started running on September 2.

I can fax you the signed contracts if you'd like..

Ashley  
Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

--- On **Thu, 3/10/11**, **Betty Wineland** <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

**From:** Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
**Subject:** RE: FW: Coalition of Reason's CAT advertisement  
**To:** "Ashley Foshee" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>  
**Date:** Thursday, March 10, 2011, 8:23 AM

Do you have dates on the contracts, Ashley? Thanks.

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Wednesday, March 09, 2011 5:00 PM  
**To:** Betty Wineland  
**Subject:** Re: FW: Coalition of Reason's CAT advertisement

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Ashley

Ashley E. Foshee

**On the Move Advertising, Inc.**

8028 Cantrell Road, Suite 102

Little Rock, Arkansas 72227

Ph: 501-664-1118

Fax: 501-664-6171

--- On Wed, 3/9/11, Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

From: Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>

Subject: FW: Coalition of Reason's CAT advertisement

## Betty Wineland

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**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Wednesday, March 09, 2011 5:00 PM  
**To:** Betty Wineland  
**Subject:** Re: FW: Coalition of Reason's CAT advertisement

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Running 16 St. Kings for 4 weeks

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Little Rock, Arkansas 72227  
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--- On **Wed, 3/9/11**, **Betty Wineland** <[bwineland@cat.org](mailto:bwineland@cat.org)> wrote:

From: Betty Wineland <[bwineland@cat.org](mailto:bwineland@cat.org)>  
Subject: FW: Coalition of Reason's CAT advertisement  
To: "Ashley Foshee" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>, "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Wednesday, March 9, 2011, 4:51 PM

Ashley, while Lydia is out of town will you please check on the last time we accepted political ads. Also give me the dates on the contracts for Geyer Springs Baptist and the Church of Christian Science—not sure of the exact name of the latter.

## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Thursday, March 10, 2011 10:40 AM  
**To:** bburgess@americanhumanist.org  
**Subject:** Misinformation / Little Rock Campaign

Good morning, Bill,

I am out of town, so perhaps you will be able to check the information stated in your email on Wednesday before we talk. There has been no verbal contract or written contract; we have been in discussions, only. As a matter of fact, as a result of the vandalism concern that Shaun raised, the next to last email sent from me to Shaun provided a security deposit amount which he refused. No purchase order from Shaun has been sent, or signed by On the Move Advertising, Inc. As a courtesy, I agreed to hold his requested signs until I could give him a firm answer, which came the next day.

I have a tremendous string of emails with caveats and concerns from the beginning of the discussions with Shaun. Please ask that Shaun forward you those emails for your review.

I actually have an email from and to Shaun dated April, 2010, in which I told him he could request an order 90 days out. If he had, this would have long since be resolved.

I will be glad to discuss this with you when I return; however, I will be in Houston for two more days.

Thank you,  
Lydia Robertson

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

## Betty Wineland

---

**From:** Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
**Sent:** Friday, March 18, 2011 11:01 AM  
**To:** Betty Wineland  
**Subject:** Re: Potential client for transit campaign

Just a reminder, that on 2/28, you gave me a verbal approval. See my response to buyer below.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Tue, 3/1/11, Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)> wrote:

From: Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Subject: Re: Potential client for transit campaign  
To: "Shaun Barbeau" <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Cc: "Ashley Foshee" <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>  
Date: Tuesday, March 1, 2011, 12:03 PM

Shaun, the transit authority will accept the artwork, but there are caveats. Because On the Move Advertising, Inc. is responsible for any damage/vandalism done to the buses or signage due to its message, we are placing this order in a special category.

The Transit Authorities around the country do share ideas and experience and evidently this campaign has caused some repercussions and vandalism in other markets.

Please know that we only make money if we make money for the transit authority, so I don't want to do anything to discourage the order. However, in reality, Arkansas is the buckle of the Bible Belt and I can easily envision zealots or upstanding citizens with a strong faith acting out. I cannot and will not accept this additional liability.

Therefore, depending on the size order you place, we will require a refundable security deposit in advance - I prefer a cashiers check so we don't have to deposit it. If vandalism occurs, we will provide photos, you can replace the signs (or send extras if that works better for you) and we will pay to have the paint fixed or logos on the bus repaired, from your security deposit.

Let me know how many signs you're thinking, at this time, I believe we have 16 Kings available for your planned run date, but it is a first come-first signed policy.

I hope all this works for you.

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Mon, 2/28/11, Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)> wrote:

From: Shaun Barbeau <[SBarbeau@Media-Brokers.com](mailto:SBarbeau@Media-Brokers.com)>  
Subject: Re: Potential client for transit campaign  
To: [onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)  
Date: Monday, February 28, 2011, 1:58 PM

Hi Lydia,

As discussed, attached is the proposed ad copy for my client The United Coalition of Reason please respond as soon as you receive word from transit authority on if creative is cleared. After that we can speak about any next steps.

Best regards,

**Shaun Barbeau**  
Media Director

Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
[www.media-brokers.com](http://www.media-brokers.com)

*Top 50 Media Company by Industry, Inc. Magazine - 2008*  
*America's Fastest-Growing Private Companies, Inc. 5000 - 2007, 2008, 2009*  
*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

On 2/28/2011 2:28 PM, Shaun Barbeau wrote:  
Hi Lydia,

If you can please call me when you receive this e-mail I may have a potential client.

--

Best regards,

**Shaun Barbeau**  
Media Director

**CATA Freedom of Information Act Production, Page 72**



Media Brokers International, Inc.  
11720 Amberpark Drive, Suite 600  
Alpharetta, Georgia 30009  
**678.514.6200 x227 | 678.514.6299 fax**  
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*Top 50 Media Company by Industry, Inc. Magazine - 2008*

*America's Fastest-Growing Private Companies, Inc. 5000 - 2007, 2008, 2009*

*Top 25 Advertising & Marketing Service Firm, Atlanta Business Chronicle - 2005, 2006, 2007*

## Betty Wineland

---

**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Monday, March 28, 2011 3:22 PM  
**To:** Betty Wineland  
**Cc:** Lydia Robertson  
**Subject:** Fellowship Bible Church Proof  
**Attachments:** Fellowship Bible Church.pdf

Betty,

Attached is the proof of artwork for Fellowship Bible Church. Please let me know if it's good to go.

Thanks,  
Ashley

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

--- On Thu, 3/31/11, Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)> wrote:

From: Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)>  
Subject: bus inserts  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Thursday, March 31, 2011, 4:36 PM

Hey Lydia...Let me know if this works for these...wasnt sure if they all needed to be the same or not

Thanks

--

Van 501-838-3612

"Get Wrapped...Get Rollin'...And Let Your Drivin' Do The Advertisin'!"

[www.targetwraps.biz](http://www.targetwraps.biz)

--

Van 501-838-3612

"Get Wrapped...Get Rollin'...And Let Your Drivin' Do The Advertisin'!"

[www.targetwraps.biz](http://www.targetwraps.biz)

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Monday, March 28, 2011 4:20 PM  
**To:** Ashley Foshee  
**Subject:** RE: Fellowship Bible Church Proof

O.K. with me, Ashley. Thanks.

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Monday, March 28, 2011 3:22 PM  
**To:** Betty Wineland  
**Cc:** Lydia Robertson  
**Subject:** Fellowship Bible Church Proof

Betty,

Attached is the proof of artwork for Fellowship Bible Church. Please let me know if it's good to go.

Thanks,  
Ashley

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Wednesday, March 30, 2011 10:38 AM  
**To:** Ashley Foshee  
**Subject:** RE: Forgot to Attach

I do that all the time, Ashley. Looks good to me.

Betty

**From:** Ashley Foshee [mailto:otma@sbcglobal.net]  
**Sent:** Wednesday, March 30, 2011 10:18 AM  
**To:** Betty Wineland  
**Subject:** Forgot to Attach

Sorry.

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On **Thu, 3/31/11**, **Van Blakley** <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)> wrote:

From: Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)>  
Subject: bus inserts  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Thursday, March 31, 2011, 4:36 PM

Hey Lydia...Let me know if this works for these...wasnt sure if they all needed to be the same or not

Thanks

--  
Van 501-838-3612

"Get Wrapped...Get Rollin'...And Let Your Drivin' Do The Advertisin'!"

[www.targetwraps.biz](http://www.targetwraps.biz)

--  
Van 501-838-3612

"Get Wrapped...Get Rollin'...And Let Your Drivin' Do The Advertisin'!"

[www.targetwraps.biz](http://www.targetwraps.biz)

## Betty Wineland

---

**From:** Lydia Robertson <onthemovead@sbcglobal.net>  
**Sent:** Friday, April 01, 2011 10:34 AM  
**To:** Betty Wineland  
**Cc:** Ashley  
**Subject:** Fw: Re: bus inserts  
**Attachments:** Kids who learn2.jpg; Parents Be Proud 2.jpg; Parents say it loud 2.jpg

Betty, these are for the Family Services Contract we already sent over. For 30 interiors for something like 3 months. You okay with them?

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Fri, 4/1/11, Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)> wrote:

From: Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)>  
Subject: Re: bus inserts  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Friday, April 1, 2011, 10:10 AM

I have enclosed the revised versions in this email let me know if you would like to make any changes

On Fri, Apr 1, 2011 at 9:01 AM, Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)> wrote:  
Van, the blue one has a type, it should be drugs (not 'drug') and is there any way to enlarge the font (leave less white (well, blue or red) space on the first and third? Maybe stack the lines. How 'bout one more proof.

By now you should have artwork on A fellowship campaign (16 of 30" X 144") and 8 of the 30" X 88" long) for Geyer Springs. We need a quote on those and a proof too. Thanks, know you're swamped.

L

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

## Betty Wineland

---

**From:** Betty Wineland <bwineland@cat.org>  
**Sent:** Friday, April 01, 2011 1:40 PM  
**To:** Lydia Robertson  
**Subject:** RE: Re: bus inserts

Look good to go, Lydia.

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]  
**Sent:** Friday, April 01, 2011 10:34 AM  
**To:** Betty Wineland  
**Cc:** Ashley  
**Subject:** Fw: Re: bus inserts

Betty, these are for the Family Services Contract we already sent over. For 30 interiors for something like 3 months. You okay with them?

Lydia

Lydia Robertson  
On the Move Advertising, Inc  
8028 Cantrell Rd, Suite 102  
Little Rock, AR 72227  
PH: 501-664-1118  
FX: 501-664-6171

--- On Fri, 4/1/11, Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)> wrote:

From: Van Blakley <[vanblake8@gmail.com](mailto:vanblake8@gmail.com)>  
Subject: Re: bus inserts  
To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>  
Date: Friday, April 1, 2011, 10:10 AM

I have enclosed the revised versions in this email let me know if you would like to make any changes

On Fri, Apr 1, 2011 at 9:01 AM, Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)> wrote:

Van, the blue one has a type, it should be drugs (not 'drug') and is there any way to enlarge the font (leave less white (well, blue or red) space on the first and third? Maybe stack the lines. How 'bout one more proof.

By now you should have artwork on A fellowship campaign (16 of 30" X 144") and 8 of the 30" X 88" long) for Geyer Springs. We need a quote on those and a proof too. Thanks. know you're swamped.

L



## Betty Wineland

---

**From:** Ashley Foshee <otma@sbcglobal.net>  
**Sent:** Monday, April 04, 2011 4:21 PM  
**To:** Betty Wineland  
**Cc:** Lydia Robertson  
**Attachments:** GSFBC Church Banner.pdf

Ashley E. Foshee  
**On the Move Advertising, Inc.**  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227  
Ph: 501-664-1118  
Fax: 501-664-6171

# CROSS, GUNTER, WITHERSPOON & GALCHUS, P.C.

P.O. Box 3178  
Little Rock, Arkansas 72203

FED. ID. 62-1678685

April 20, 2011

J.G. "Gerry" Schulze  
Attorney at Law  
Baker Schulze & Murphy  
11219 Financial Center Parkway, Suite 315  
Little Rock, AR 72211

**Re: April 18, 2011 FOI Request**

Expense:	80 copies @ .10 per copy
Total due:	\$8.00



Gerry Schulze &lt;gerrysch@b-s-m-law.com&gt;

## FW: On the Move Advertising/United Coalition of Reason

1 message

**Jason A. Stuart** <Jason.Stuart@ball-stuart.com>

Thu, Apr 7, 2011 at 1:08 PM

Reply-To: Jason.Stuart@ball-stuart.com

To: gerrysch@b-s-m-law.com

[Here's the email I sent to Mr. Burgess back on March 23.](#)

Jason A. Stuart

Confidentiality Notice- This message is privileged and confidential and only for the intended recipient. Any contrary dissemination, distribution or copying is strictly prohibited. If received in error, please notify sender by e-mail or telephone and delete the original and all archival or backup copies. Circular 230 Disclosure- Pursuant to recently-enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended, written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending another party any tax-related matters addressed herein.

**From:** Jason A. Stuart [mailto:[Jason.Stuart@Ball-Stuart.com](mailto:Jason.Stuart@Ball-Stuart.com)]**Sent:** Wednesday, March 23, 2011 6:08 PM**To:** 'Bill Burgess'**Cc:** 'JSweere@cgwg.com'; Carolyn Witherspoon ([CSpoon@cgwg.com](mailto:CSpoon@cgwg.com))**Subject:** RE: On the Move Advertising/United Coalition of Reason

Exhibit B
-----------

Mr. Burgess:

I spoke with CATA's legal counsel to see if CATA has specific written policies on advertising acceptance or advertising guidelines and the response I received was they are not aware of any such written policy adopted by the board. CATA's counsel advised CATA simply consults with its attorneys as necessary and follows whatever the local, state and federal law requires or allows CATA to do in any instance where there is a question. Traditionally, seeking the advise of counsel and following the law has been sufficient for CATA and avoided the need for CATA to adopt a plethora of written policies. However, whether or not CATA has a written policy is not really an issue here since CATA's attorney also confirmed that with respect to UCOR's proposed advertising, CATA did receive notice of UCOR's proposed advertising and some of the proposed graphics for its review; however CATA did not exercise its right of refusal under the agreement between CATA and OTMA; thus, the decision to accept or reject UCOR's advertising rests solely with my client, On The Move Advertising ("OTMA") and no longer involves CATA. CATA's counsel also re-confirmed CATA's position is, as it has been for the duration of the CATA/OTMA relationship, that OTMA is responsible for all damages to CATA's property resulting, directly or indirectly, from any advertising activities OTMA allows or directs on CATA's property, without regard to name of the advertiser, advertised belief, product or service, or whether CATA failed to exercise its right of refusal under the CATA/OTMA agreement.

With respect to the request for my client's written policy on advertising acceptance or written advertising guidelines, OTMA confirmed it has no such written policies or guidelines. Instead of written advertising acceptance guidelines, OTMA, as a private, for profit corporation adheres to the following logical and simplistic business decision model:

After consideration of all relevant business factors (such as, but not limited to, associated impact on revenues,

expenses, legal liability, OTMA's reputation, OTMA's perception by OTMA's other advertising clients, OTMA's ability to expand its business by securing and renewing space in other advertising mediums, OTMA's business objectives and initiatives), is the acceptance of a particular advertising request anticipated to increase both OTMA's short term and long term net profits? If the answer to the previous question is either YES or YES with additional terms and conditions, then OTMA generally accepts the advertising, although OTMA may implement additional contingencies and requirements for certain advertisers to ensure OTMA's profitability and protect OTMA from all anticipated legal liability associated with the advertising. If the answer to the previous question is NO, then OTMA generally rejects the advertising and moves on to the next advertising request.

Even where the medium owner contractually retains a last right of refusal, OTMA generally uses the decision parameters above to accept or reject any advertising and such decision is always made separately from and independent of the medium owner, whether such is buses, benches, outdoor signs, radio, television or print. Under circumstances where the medium owner contractually retains a last right of refusal for a particular medium, OTMA does not follow a routine or procedural sequence with respect to whether OTMA makes its own acceptance or rejection decision prior to submitting the proposed advertising to the medium owner for the owner to exercise or not exercise its right of refusal. Sometimes OTMA submits proposed advertising to the medium owner prior to OTMA making its final decision and sometimes OTMA submits proposed advertising to the medium owner after OTMA has made its final decision. Obviously, if OTMA decides to reject proposed advertising before submission to the medium owner, then such proposed advertising is never submitted to the medium owner. OTMA and its medium owners do not always agree on whether advertising should be accepted; however, because OTMA is always an independent and separate business from the medium owner and OTMA has purchased the exclusive right to control certain advertising mediums, no medium owner retains or has the legal right to force OTMA to accept any particular advertising if OTMA does not want to accept the advertising.

With respect to UCOR's proposed advertising here, it appears OTMA submitted UCOR's graphics and proposed advertising to CATA prior to OTMA having made its final decision. At the time of submission to CATA, OTMA had serious reservations and business concerns about accepting the UCOR advertising, but was continuing its analysis. When CATA did not exercise its right of refusal, OTMA was left as the only entity with the power to accept or reject the advertising; thus, OTMA made its own decision. OTMA decided to reject UCOR's advertising, unless sufficient safeguards could be implemented to ensure the transaction is profitable for OTMA and OTMA has adequately provided for the business risks associated with acceptance of UCOR's proposed advertising.

With all of this being said, CATA has not and is not exercising its right of refusal with respect to UCOR's advertising and OTMA has serious concerns about the business and financial impacts on OTMA, resulting from OTMA's acceptance of UCOR's advertising. As previously stated, OTMA is a privately owned, for profit corporation; therefore, almost all of OTMA's concerns can likely be resolved with money. One of fundamental precepts and maxims in business is, "The Higher the Risk, The Higher the Reward." Also as previously explained, OTMA leases from CATA the exclusive right to place advertising on the side of CATA buses and CATA has no legal or other authority to force OTMA, a private, for profit corporation, to accept advertising from UCOR or any other person or entity. OTMA is open to receiving commitments from UCOR to satisfy all of OTMA's concerns and allow OTMA to accept UCOR's advertising. In very simplistic terms, if UCOR is willing to adequately compensate OTMA for all of the business risks OTMA perceives to be associated with accepting UCOR's advertising and UCOR is willing to provide adequate financial safeguards for OTMA's potential liabilities associated with accepting UCOR's advertising, then OTMA will be happy to accept UCOR's proposed advertising and place the same on CATA's buses.

Since UCOR's buying agent told OTMA's representative UCOR would not pay any more than a \$10,000 security deposit and OTMA already knows OTMA's reasonably anticipated security deposit will be far in excess of \$10,000, I have advised OTMA to, until further notice, not waste any more of OTMA's time, money and resources gathering information and analyzing the risk/reward models to determine OTMA's requirements for accepting UCOR's advertising. However, if UCOR still wishes to place the advertisements on the CATA buses and you in good faith believe UCOR is willing to satisfy all of OTMA's general business concerns and pay the security deposits and fees required by OTMA, then please so advise and I will have OTMA continue gathering information and analyzing its risk/reward models to come up with hard quotes for accepting UCOR's advertisements.

Please be advised, further analysis will not be a one or two day process, as it will involve obtaining quotes for the anticipated costs of new or replacement buses, quotes for anticipated miscellaneous damage other than total destruction (as an aside, OTMA's initial quote for miscellaneous damage was \$36,000), and an analysis of OTMA's insurance policies to see if they would cover the replacement of one or more CATA buses and resulting personal injuries and death, which could occur from someone possibly committing a terroristic act, such as tossing a Molotov Cocktail at the UCOR advertisement on the side of a CATA bus loaded with passengers. Further, OTMA will have to consider the other business factors generally outlined above to determine the additional terms and conditions necessary to ensure profitability and adequate compensation for OTMA's business risk.

Alternatively, if after reviewing the foregoing information, UCOR does not wish to further pursue advertising opportunities with OTMA, I would appreciate, as a matter of professional courtesy allowing my firm to close this client file in our system, a follow up email from you which advises UCOR has no further interest and neither UCOR nor any or entity associated with UCOR will take any further action with respect to OTMA or advertising on CATA property while such is under contract with OTMA.

I hope the foregoing provides the information you need for us all to put an end to this matter or to otherwise reach an agreement if UCOR desires to pursue advertising on OTMA's terms and conditions. If you need further information or clarification, please let me know and I will do what I can to assist you. As a professional courtesy and since I have referenced above communications between myself and CATA's legal counsel, I am sending a copy of this email to CATA's legal counsel; however, since CATA is not involved with the decision to reject UCOR's advertisements or to only accept UCOR's advertisements on terms acceptable to OTMA, I do not anticipate cluttering their email inboxes or desks by copying or including CATA's legal counsel on any future communications.

Jason A. Stuart

---

Confidentiality Notice- This message is privileged and confidential and only for the intended recipient. Any contrary dissemination, distribution or copying is strictly prohibited. If received in error, please notify sender by e-mail or telephone and delete the original and all archival or backup copies. Circular 230 Disclosure- Pursuant to recently-enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended, written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending another party any tax-related matters addressed herein.

---

**From:** Bill Burgess [mailto:[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)]  
**Sent:** Wednesday, March 23, 2011 12:28 PM  
**To:** [Jason.Stuart@ball-stuart.com](mailto:Jason.Stuart@ball-stuart.com)  
**Subject:** Re: On the Move Advertising/United Coalition of Reason

Mr. Stuart,

When we spoke on the phone about this matter last week you mentioned that you would check with your client and see if you could find a copy a copy to send me of OTMA's and/or CATA's policy regarding the types of ads that may be accepted for placement on CATA's buses (either as a separate document or regulation or as a provision of the contract between them), and asked me to remind you about this if you hadn't sent me anything by midweek this week.

I haven't seen anything yet. Do you have something you can send me? Thanks.

Bill Burgess

On Sun, Mar 13, 2011 at 7:07 PM, Jason A. Stuart <[Jason.Stuart@ball-stuart.com](mailto:Jason.Stuart@ball-stuart.com)> wrote:



1777 T Street NW, Washington DC 20009-7125 | T 800.837.3792 202.238.9088 | F 202.238.9003 | legal@americanhumanist.org | www.humanistlegalcenter.org

May 9, 2011

Betty Wineland  
Executive Director  
Central Arkansas Transit Authority  
901 Maple Street  
North Little Rock, Arkansas 72114

Carolyn Witherspoon  
Cross, Gunter, Witherspoon & Galchus, P. C.  
500 President Clinton Avenue, Suite 200  
Little Rock, Arkansas 72201

Lydia Robertson  
On the Move Advertising, Inc.  
8028 Cantrell Road, Suite 102  
Little Rock, Arkansas 72227

Jason A. Stuart  
Ball & Stuart, PLLC  
Plaza West Tower  
415 N. McKinley Street, Suite 310  
Little Rock, Arkansas 72205

**Re: CATA's Refusal to Permit the United Coalition of Reason to Run Advertisements on its Buses**

Ladies and Gentlemen:

I am writing regarding the joint decision<sup>1</sup> of the Central Arkansas Transit Authority (the "Authority") and its advertising agent, On the Move Advertising, Inc. ("OTMA"), to refuse to allow the United Coalition of Reason (the "Coalition") to run an advertisement<sup>2</sup> on the Authority's buses.

On April 6, 2011, I sent you a letter making a request for documents pursuant to the Arkansas Freedom of Information Act. On April 21, 2011, I received documents from the Authority in response to my request. The documents provided did not include several that were requested, including a copy of any contract<sup>3</sup> between the Authority and OTMA and information about all advertisements that have been accepted or rejected by the Authority/OTMA. OTMA refused altogether to comply with the FOIA request.

<sup>1</sup> After claiming that they feared vandalism of the ads and/or the buses on which they ran and demanding a damage deposit, the Authority and OTMA refused to enter into a contract with the Coalition, stating in an e-mail message dated March 9, 2011, that "both Central Arkansas Transit Authority and On the Move Advertising, Inc. have decided to decline the [Coalition's] schedule offer."

<sup>2</sup> The proposed advertisement, which was submitted to the Authority and OTMA, included the text "Are you good without God? Millions are" and the address for the Coalition's website.

<sup>3</sup> On Friday, April 22, 2011, we again asked for the alleged contract. We were told in response in an e-mail message sent that same day that "Neither party can find the contract."

Exhibit C

As you know, the Authority is an instrumentality of the state of Arkansas<sup>4</sup> and its buses on which the ads were to have run are public property. It has contracted with OTMA to act as its agent<sup>5</sup> in handling the business of advertising on its buses. As very clearly shown in the e-mail messages provided in its partial response to the FOIA request, however, the Authority is intimately and conclusively involved in reviewing the content of the advertisements on its buses.<sup>6</sup> The Authority, whether acting directly or through its agent, is subject to the limitations imposed on it by First Amendment's guarantee of freedom of speech.

The Authority has accepted a wide variety of advertisements, including from religious and political speakers, and has no written policy excluding any category of speech. The Authority's bus advertising space is therefore a public forum.<sup>7</sup> The Authority/OTMA cannot reject an advertisement because of the viewpoint expressed therein, nor can it insist on a damage deposit for what it views as controversial speech, which also amounts to unconstitutional viewpoint discrimination. See Forsyth County v. Nationalist Movement, 505 U.S. 123 (1992) (stating that "[l]istener's reaction to speech is not a content neutral basis for regulation" and that "[s]peech cannot be financially burdened, any more than it can be punished or banned, simply because it might offend a hostile mob").

Although you have repeated your offer to run the Coalition's advertisement if it agrees to an exorbitant damage deposit and indemnity agreement, an insistence on such a term in the contract is unconstitutional and, in any event, unacceptable to the Coalition.

If you do not agree by May 13, 2011, to permit the Coalition to begin running its proposed advertisement on the Authority's buses as soon as possible and at the standard rate you charge other advertisers and on the same terms offered to them (i.e. without any damage deposit or indemnity requirement), we will be forced to file suit to compel you to do so.

---

<sup>4</sup> The Authority was created pursuant to §14-334-101 *et seq.* of the Arkansas Code. §14-334-104 provides that such an authority "constitute[s] a public corporation" and that "[t]he exercise of the powers and performance of duties provided for in this chapter by each authority are declared to be public and governmental functions, exercised for a public purpose and matters of public necessity. . ." The Authority is accordingly clearly a state actor for First Amendment purposes.

<sup>5</sup> For example, OTMA refers to itself as "Agent for Authority" in the Advertising Lease Contracts it enters into with those who want to lease advertising space on the Authority's buses.

<sup>6</sup> Note, for example, the e-mail message dated March 10, 2011, in which OTMA seeks the Authority's prior approval for an e-mail message to send to me, suggesting to the Authority that it let OTMA "take the heat for awhile" and "Leave CATA out of it; CATA can say On the Move responded on our own." This sort of collusion clearly implicates the Authority in the decision to reject the Coalition's advertisement. When a state actor and a private party have "reached an understanding" that the private party do something that violates a constitutional right, this conspiracy amounts to state action and both the state actor and the private party are liable for it. Adickes v. S.H. Kress & Co., 398 U.S. 144, 152 (1970).

<sup>7</sup> Although public buses are not *per se* a public forum, numerous federal courts have ruled that transit authorities are deemed to have designated their advertising space as a public forum by accepting a variety of types of messages, including from political and religious speakers. See *e.g.* Nat'l Abortion Fed. v. MARTA, 112 F. Supp. 2d 1320 (N.D. Ga. 2000), New York Magazine v. MTA, 136 F. 3d 123 (2<sup>nd</sup> Cir. 1998), Christ's Bride Ministries v. SEPTA, 148 F. 3d 242 (3<sup>rd</sup> Cir. 1998), United Food & Commercial Workers Union v. SORTA, 163 F. 3d 341 (6<sup>th</sup> Cir. 1998), Planned Parenthood v. CTA, 767 F. 2d 1225 (7<sup>th</sup> Cir. 1985), Penthouse International, Ltd. v. Koch, 599 F. Supp. 1338 (S.D.N.Y. 1984), and Coalition for Abortion Rights and Against Sterilization Abuse v. NFTA, 584 F. Supp. 985 (W.D.N.Y. 1984).

Please contact me with your response before Friday.

Sincerely,

/s/ William J. Burgess

William J. Burgess  
Appignani Humanist Legal Center  
American Humanist Association





Gerry Schulze &lt;gerrysch@b-s-m-law.com&gt;

---

## CATA

---

**Gerry Schulze <gerrysch@b-s-m-law.com>****Fri, Apr 22, 2011 at 2:06 PM**

To: Jess Sweere &lt;jsweere@cgwg.com&gt;

Cc: bburgess &lt;bburgess@americanhumanist.org&gt;, Jason.Stuart@ball-stuart.com

Jess:

A couple of quick observations about the CATA productions. We need the contract between CATA and OTMA. We also need documentation of all the ads CATA has accepted or rejected. Could you get those for me?

Gerry

--

J.G. "Gerry" Schulze  
Attorney at Law  
Baker Schulze & Murphy  
11219 Financial Center Parkway  
Suite 315  
Little Rock, AR 72211  
Telephone [\(501\) 537-1000](tel:(501)537-1000)  
Fax [\(501\) 246-8550](tel:(501)246-8550)  
[gschulze@b-s-m-law.com](mailto:gschulze@b-s-m-law.com)

---

Exhibit D
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Gerry Schulze <gerrysch@b-s-m-law.com>

---

## CATA

---

Jess Sweere <jsweere@cgwg.com>

Fri, Apr 22, 2011 at 2:12 PM

To: Gerry Schulze <gerrysch@b-s-m-law.com>

Neither party can find the contract.  
Cata does not maintain any records of ads rejected or accepted.

Sent from my iPhone

[Quoted text hidden]

<mailto:[gschulze@b-s-m-law.com](mailto:gschulze@b-s-m-law.com)>[gschulze@b-s-m-law.com](mailto:gschulze@b-s-m-law.com)<mailto:[gschulze@b-s-m-law.com](mailto:gschulze@b-s-m-law.com)>

---



Gerry Schulze <gerrysch@b-s-m-law.com>

---

## (no subject)

1 message

---

**Carolyn Witherspoon** <cspoon@cgwg.com>

**Thu, May 12, 2011 at 11:53 AM**

To: Gerry Schulze <gerrysch@b-s-m-law.com>

Cc: "Jason.Stuart@ball-stuart.com" <Jason.Stuart@ball-stuart.com>

Gerry- CATA located an additional document responsive to your FOIA request today. it is the contract and it is attached. Free of charge!



**45090001.pdf**

138K

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## **ADVERTISING SPACE RENTAL AGREEMENT**

---

THIS SPACE RENTAL AGREEMENT is made and entered into on the First day of July, 2005 by and between the Central Arkansas Transit Authority, hereinafter referred to as the "Authority" and On the Move Advertising, Inc., hereinafter referred to as the "Advertiser", both the above being sometimes hereinafter referred to collectively as the "Parties".

NOW THEREFORE, WITNESSETH: That for and in consideration of the promises, premises, covenants and mutual undertaking herein contained and provided, to be well and truly performed and observed, the Parties hereto covenant and agree as hereinafter set forth:

1. Upon the terms and conditions herein set forth, the Authority and the Advertiser agree to and hereby lease, let, rent, take and hire from the Authority, the following described "Demised Space": Entire exterior of a bus or buses, exterior or interior display panels.
2. The Advertiser agrees to pay the Authority fifty percent (50%) of the net rental charge for the Demised Space, Payable within 30 days of the commencement of the rental agreement(s). Upon mutual agreement, the Parties may adjust pricing as necessary.
3. The term of this Agreement and the right to possession granted hereby shall commence upon signature affixed and shall automatically renew unless for cause or upon mutual agreement.

### Space Rental Agreement

4. The Advertiser covenants and agrees that the Advertiser is solely responsible for the repair and maintenance of any copy, displays, graphics, data or advertising placed, situated or located on the Demised Space and that all risk of loss, damage, theft or destruction to any such copy, displays, graphics, data or advertising placed, situated or located on the Demised Space shall be borne by the Advertiser and that no such loss, damage, theft or destruction shall impair the obligations of the Advertiser hereunder, all of which shall continue in full force and effect.

5. The Advertiser further acknowledges, confirms and agrees that the Authority will not be liable for any personal injury, damage or loss to person or property caused by the Advertiser, other persons, theft, burglary, assault, vandalism, any criminal act, fire, flood, water leaks, rain, hail, ice, snow, explosions, interruption of service, acts of God or other causes; unless same is due to the negligence of the Authority in which event, the Authority may in its absolute discretion repair and/or replace the damaged or destroyed copy, displays, graphics, data or advertising placed, situated or located on the Demised Space or elect not to make such repairs or replacement and, if the Authority declines to make such repairs and replacements, theft he Advertiser may cancel this Agreement and, if applicable, receive from the Authority a refund of that portion of any rental paid in advance prorated as applicable to the term of the lease remaining after such damage or destruction.

6. The Authority reserves the right to change the location without same in any way affecting the obligations of the Advertiser hereunder; provided, however, the Authority will give the e Advertiser written notice of any such relocation of the Demised Space.

7. The Authority reserves the right to approve all copy, displays, graphics, data, and advertising which Advertiser proposes to locate on the Demised Space prior to same being actually affixed, situated or place don the Demised Space.

8. Advertiser shall be in default if Advertiser shall (I) fail to pay any rent or other amount required herein as the same becomes due and payable, (ii) fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease and/or (iii) become insolvent, cease business as a going concern, make an assignment for the benefit of creditors, cause a petition for receiver or in bankruptcy to be filed by or against Advertiser (including a petition for reorganization or an arrangement). If the Advertiser is in default, the Authority, with or without notice to Advertiser, shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, any or all of the following remedies: (a) declare the entire amount or rental reserved herein

## Space Rental Agreement

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to be immediately due and payable; (b) terminate this lease; (c) immediately remove any and all of the Advertiser's copy, displays, graphics, data and advertising for and from the Demised Space and thereafter take possession of the Demised Space, either with or without notice, and to evict and expel the Advertiser and any or all of its property, belongings, and effects therefrom, without legal process and without thereby being guilty of any manner of trespass and/or (d) pursue any and all other remedies, either at law or equity, including, without limitation, the collection of delinquent rents, possession of the Demised space, damages for breach of this agreement by Advertiser or otherwise. No delay in or failure to exercise any of the options shall be a waiver thereof, and the waiver on one occasion of a default shall not be deemed a waiver of the Authority's right to exercise its remedies by reason of the same or a similar default at any later occasion.

9. The Authority expressly reserves the right to cancel this lease and terminate thereby all of the Advertiser's rights hereunder upon thirty (30) days written notice to the Advertiser. At the end of the term of this Agreement, or upon earlier termination by the Authority in accordance with the options herein reserved, Advertiser agrees to surrender possession of the Demised Space Without demand.

10. The Advertiser may not assign or sublease its rights hereunder or the Demised Space without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Any such assignment or sublease not consented to by the Authority in writing shall be absolutely void. Provided, however, any assignment or sublease consented to by the Authority shall in no event relieve or release the Advertiser of and from any liability or obligation herein contained and such assignment or sublease approved by the Authority shall expressly provide that the terms and provisions hereof are incorporated therein and that the assignee or sublessee, as applicable, agrees to fully perform and observe same, including all obligations to pay the rent reserved therein; it being the intent of the Authority to directly benefit from any such assignment or sublease.

11. Advertiser agrees and does hereby indemnify and hold the Authority, its successor and assigns, harmless of and from any claim, cause of action, damages, liability, cost or expense (including counsel fees and costs in connection therewith or in connection with the enforcement hereof) which may be incurred in any manner by or as a result of (i) the use, maintenance, repair, replacement, operation or the condition of the Demised Space, (ii) by reason or as the result of any act or omission of the Advertiser, for itself or as agent attorney-in-fact for the Authority hereunder, (iii) as a result of claims for patent, trademark or copyright infringement, or (iv) as a result of claims for any liability in tort.

12. The Authority and Advertiser further agree as follows: (a) Any notice, consent, request, claim or other communication hereunder shall be in writing and shall be

Space Rental Agreement

deemed to have been duly given if delivered or mailed by registered or certified mail, return receipt requested, to the address shown for the respective party at the conclusion of this Agreement. Such address may be changed by any party by notice given in the manner provided above.

(b) This Agreement shall automatically renew for up to ten (10) years unless canceled according to the provisions in paragraph 9.

(c) This Agreement contains all the terms and conditions agreed upon by the PARTIES hereto with respect to the transactions contemplated hereby and shall not be amended or modified except by written instrument signed by all of the PARTIES.

(d) This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, successors and assigns of the PARTIES hereto.

(e) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, firm, or corporation other than the PARTIES hereto, their successors, and assigns, and benefits, rights or remedies under or by reason of this Agreement.

(f) Time is of the essence of this Agreement.

(g) This Agreement shall be governed by and construed under the laws of the State of Arkansas.

(h) This Agreement shall only be valid, binding and effective if accepted and countersigned by the Executive Director, Manager, or his Designee of the Authority.

IN WITNESS WHEREOF, the Parties hereto affix their respective signatures hereon on the date and year first above mentioned.

CENTRAL ARKANSAS TRANSIT AUTHORITY

By: *Debbie Kauland*

ON THE MOVE ADVERTISING, INC

By: *Debra Robertson*

On The Move Advertising  
8028 Centrel Road, Suite 100  
Little Rock, AR 72227



# CROSS, GUNTER, WITHERSPOON & GALCHUS, P.C.

ATTORNEYS AT LAW  
LITTLE ROCK/FORT SMITH/SPRINGDALE

J. Bruce Cross  
Russell Gunter <sup>(1)</sup>  
Carolyn B. Witherspoon  
Donna Smith Galchus  
Benjamin H. Shipley, III <sup>†</sup>  
M. Stephen Bingham  
Allen C. Dobson  
Richard A. Roderick  
Michael K. Redd <sup>†(2)</sup>  
R. Scott Zuerker <sup>†(2)</sup>  
Missy McJunkins Duke  
Amber Wilson Bagley  
J. E. Jess Sweere  
Elizabeth Rowe Cummings  
Mary Cooper  
Travis Bo Loftis, Sr.

Of Counsel  
Scotty Shively  
Stephen P. Carter, P.A. <sup>††</sup>  
Robin Shively Brown

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Little Rock, AR 72201  
Telephone (501) 371-9999  
Fax (501) 371-0035

Mailing Address  
P.O. Box 3178  
Little Rock, AR 72203

<sup>†</sup> Resident in Fort Smith Office  
<sup>††</sup> Resident in Springdale Office  
<sup>(1)</sup> Member of Arkansas and Texas Bars  
<sup>(2)</sup> Member of Arkansas and Oklahoma Bars  
All Others Arkansas Bar

May 12, 2011

**(Via email and U. S. Mail)**

William J. Burgess  
Appignani Humanist Legal Center  
American Humanist Association  
1777 T Street NW  
Washington, DC 20009-7125

**RE: United Coalition of Reason Advertisements**

Dear Mr. Burgess:

I am in receipt of your letter dated May 9, 2011, in which you make several false or misleading allegations regarding the actions of my client, Central Arkansas Transit Authority (CATA). It is important that you understand CATA's position on several issues. Please understand that our first priority is to ensure the safety of our employees and our passengers.

CATA has provided all documents that were responsive to the FOIA request. Any implication to the contrary is incorrect. We have located our contract and provided it to Mr. Schulze. Second, CATA never rejected the requested advertisements, regardless of communication sent by On the Move Advertising (OTMA) that you believe may have indicated otherwise.<sup>1</sup> CATA was made aware of the history of terrorism that follows the intentionally inflammatory advertisements sought to be placed by the United Coalition of Reason (UCoR) and, therefore, reminded OTMA that OTMA is, and always has been, responsible for damages to CATA's property resulting from terrorism or vandalism. OTMA, on its own, requested indemnity and a deposit from UCoR, a reasonable request under the circumstances. UCoR has no business history with OTMA and indicated plainly that it would not take responsibility for damage. The request may be unacceptable to UCoR, but it is not unconstitutional. The request

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<sup>1</sup> Your implication of collusion based on an email from one of the actors is insulting and indicative of the attitude displayed by UCoR from the beginning of the interaction between the parties. All evidence indicates that UCoR never actually intended to run any advertisements, but rather intended only to harass and threaten litigation against CATA for publicity sake.

Exhibit E



placed no financial burden on UCoR, as the deposit would have been promptly returned if no damage was done as a result of the advertisements.

Finally, CATA has and remains acceptable to running UCoR's advertisements, if a reasonable financial arrangement can be worked out between UCoR and OTMA. CATA has communicated to OTMA that it is hopeful that UCoR and OTMA can reach an agreement.

Sincerely,

A handwritten signature in black ink that reads "Carolyn Witherspoon". The signature is written in a cursive, flowing style.

Carolyn Witherspoon

CBW:bfm

cc: Jason Stuart, via email  
Betty Wineland, Executive Director, CATA, via email

**UNITED STATES DISTRICT COURT  
FOR THE  
EASTERN DISTRICT OF ARKANSAS**

**UNITED COALITION OF REASON INC.,**  
Delaware corporation,

**PLAINTIFF a**

v.

No. \_\_\_\_\_

**CENTRAL ARKANSAS TRANSIT  
AUTHORITY**, an Arkansas public corporation,  
and **ON THE MOVE ADVERTISING, INC.**,  
an Arkansas corporation

**DEFENDANTS**

**AFFIDAVIT OF FRED EDWARDS**

Fred Edwards, being duly sworn, states the following under oath:

1. I am Fred Edwards, the National Director of the United Coalition of Reason (UnitedCoR). The United Coalition of Reason is a nonprofit national organization that helps local nontheistic groups work together to achieve higher visibility, gain more members, and have a greater impact in their local areas. We aid local groups in many ways, including but not limited to providing free web hosting and advertising to attract viewers to the local group's website.

2. In my position, I have been involved in the UnitedCoR advertising campaigns since they began. I am aware of the history of our advertising campaigns, and I am involved in the acquisition of all advertising space for UnitedCoR. As a result of my role in the acquisition of advertising space, I am familiar with the advertising campaigns we have run and complaints of vandalism regarding those campaigns.

3. We have run billboard and bus advertising campaigns. We have run billboard

Exhibit F

campaigns in thirty-two (32) markets in states and political subdivisions such as Arizona, Arkansas, California, Colorado, the District of Columbia, Florida, Illinois, Iowa, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Texas, Washington, and West Virginia; and non-coalition campaigns (i.e. campaigns for individual local groups rather than coalitions) in four more (Tuscon, Arizona; Des Moines, Iowa; Duluth, Minnesota; and New Orleans, Louisiana). This is a total of thirty-six (36) markets. We have run advertisements on public transportation or associated with public transportation in nine of those markets. This includes advertisements on the outside of buses in Fayetteville, Arkansas; Detroit, Michigan; Des Moines, Iowa; Portland, Oregon; Philadelphia, Pennsylvania; and Fort Worth, Texas. It also includes advertisements on bus shelters in Washington, D.C., advertisements inside subway trains in Boston, Massachusetts; advertisements inside subway stations in New York, New York; and advertisements on commuter trains in Philadelphia, Pennsylvania.

4. I have learned of vandalism to billboards in the following markets: Sacramento, California (three billboards out of ten); St. Augustine, Florida (one billboard out of two); and Fresno, California (one billboard out of one). The only vandalism that went beyond defacing our signs themselves, where the actual billboard structure itself was damaged, was in St. Augustine, Florida.

5. There was an alleged threat made regarding a billboard in Cincinnati, Ohio. I say alleged threat because questions were raised as to whether the threat had actually been made. Although there was no actual vandalism, we moved the billboard from one place to another in the Cincinnati market. Although I was not officially informed of any vandalism in Boston, Massachusetts, I did see an Internet post showing one of our advertisements inside a subway

train in Boston, Massachusetts, defaced and destroyed. Apparently that advertisement, one of two hundred and one (201) subway advertisements, was simply replaced with a spare.

6. We have had damage to our advertisements in only one bus campaign: in Detroit, Michigan. That affected placards on the outsides of two buses. Both were replaced the next day by spares ordered in advance for such a contingency.

7. UnitedCoR reports vandalism to our advertisements on our Web pages and in press releases. It is our rationale that publicity about vandalism and other such actions is beneficial as the public generally disapproves of vandalism, and news of these incidents helps to spread our message as well.

8. UnitedCoR advertisements have never, to my knowledge, inspired any "terrorism" in the sense of violence. The nature of the vandalism to our signs has typically been the addition or deletion of words to obscure our message. For example, one Sacramento, California, billboard reading, "Are you good without God? Millions are." was defaced by spray painting " the words "ALSO LOST?" after "Millions are." Another had "Christ Loves U" spray painted in the lower left hand corner. In Fresno, California, UnitedCoR's billboard that read "Don't believe in God? Join the club," was defaced by spray painting over the word "Don't," and the addition of the initials "MADC." MADDC appears to have been the identifier of the graffiti "artists." Likewise, in Detroit the message "Don't believe in God? You are not alone." was defaced in one case by a vandal or vandals who scratched over the word "Don't" and in the other who tore that word off.

9. It has been UnitedCoR's regular practice to print spare transit advertisements in order to be prepared for damage--intentional or accidental--to our advertisements.

FURTHER AFFIANT SAYS NOTHING.

11219 Financial Center Parkway, Suite 315  
Little Rock, Arkansas 72211  
Telephone: (501) 537-1000  
Fax: (501) 246-8570  
E-Mail: [gschulze@b-s-m-law.com](mailto:gschulze@b-s-m-law.com)

William Burgess  
American Humanist Association  
1777 T Street, N.W.  
Washington, D.C. 20009  
Telephone: (202) 238-9088  
Fax: (202) 238-9003  
E-Mail: [bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)



Gerry Schulze &lt;gerrysch@b-s-m-law.com&gt;

## Fwd: On the Move Advertising/United Coalition of Reason

1 message

Bill Burgess &lt;bburgess@americanhumanist.org&gt;

Wed, Apr 6, 2011 at 3:34 PM

To: Gerry Schulze &lt;gerrysch@b-s-m-law.com&gt;

### Exhibit G

----- Forwarded message -----

From: **Jason A. Stuart** <[Jason.Stuart@ball-stuart.com](mailto:Jason.Stuart@ball-stuart.com)>

Date: Sun, Mar 13, 2011 at 7:07 PM

Subject: On the Move Advertising/United Coalition of Reason

To: Bill Burgess <[BBurgess@americanhumanist.org](mailto:BBurgess@americanhumanist.org)>Cc: Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>, Ashley Foshee <[otma@sbcglobal.net](mailto:otma@sbcglobal.net)>, [bwineland@cat.org](mailto:bwineland@cat.org), [sBarbeau@media-brokers.com](mailto:sBarbeau@media-brokers.com), [JSweere@cgwg.com](mailto:JSweere@cgwg.com), Carolyn Witherspoon <[CSpoon@cgwg.com](mailto:CSpoon@cgwg.com)>

Mr. Burgess:

My law firm represents, On the Move Advertising, Inc. ("OTMA"). Ms. Lydia Robertson, President of OTMA, has forwarded your messages and implied threats of litigation against OTMA related to its rejection of an ad campaign for the United Coalition of Reason ("UCOR") or in the alternative, demand for UCOR to post an advance security deposit and prepay for the advertising prior to placement of the advertising campaign. I am also aware of your request for my client to contact you tomorrow. Please be advised, that OTMA will not contact you tomorrow; but instead, you may contact me at your earliest convenience tomorrow to discuss this matter. As OTMA is represented by legal counsel, you, UCOR and UCOR's agents and representatives are requested to have no further contact with Ms. Robertson or OTMA and direct all future communications to my attention regarding this or any other matter.

It is also my understanding CATA is represented by Ms. Carolyn Witherspoon and Mr. Joseph E. Sweere of Cross, Gunter, Witherspoon and Galchus, P.C., both of whom I have copied on this email to keep them in the informational loop.

Prior to our conversation tomorrow, the following information may prove helpful in advancing our discussion and concluding this matter.

- 1.) OTMA is a privately owned corporation and an independent contractor under contract with CATA.
- 2.) OTMA has many other clients in addition to CATA.
- 3.) OTMA is neither an agent nor division of CATA.
- 4.) As an independent contractor, OTMA is charged with making its own business decisions regarding advertising terms, conditions and acceptance.
- 5.) The advertising panels on CATA buses are nonpublic fora, as discussed in Lehman vs. Shaker Heights, 418 U.S. 298, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974), and as such are controlled by OTMA, not CATA, under a commercial agreement by and between OTMA and CATA. See Also, Children of the Rosary vs. City of Phoenix, 154 F.3d 972 (C.A. 9th 1998).
- 6.) Advertising on CATA buses may or may not be accepted by OTMA before submission to CATA for further approval.
- 7.) CATA's only involvement with advertising decisions is a contractually provided final right of approval or disapproval, but in the present matter such right of final approval/rejection was never reached because OTMA has rejected the advertising campaign for legitimate business reasons.
- 8.) Even if certain advertising is acceptable to CATA, OTMA still retains the right to reject the advertising in its

capacity as an independent contractor.

9.) OTMA advertising is free to change its mind regarding any advertising at any time, subject to any contractual provisions between the advertiser and OTMA. At present, there are no contractual relations between OTMA and UCOR, as UCOR only submitted a purchase order and such was not accepted by OTMA.

10.) As an independent contractor, OTMA is not an agent of CATA for any purpose.

11.) Neither OTMA nor CATA has any legal right to bind the other to any contract or decision.

12.) As an independent contractor, CATA retains no authority, contractually or otherwise, to force OTMA to accept any advertisement.

The decision to decline UCOR's advertising campaign was made by my client, OTMA, not CATA; accordingly, I do not really understand how or why CATA is involved in this dispute or should be made a part of the discussions at this point. However, I am open to listening and trying to understand any legal theories. The long and short of it is that OTMA made a business decision to reject UCOR's advertising campaign because, inter alia, OTMA views the advertising as presenting an unacceptably high risk of financial liability and is otherwise inconsistent with OTMA's business direction. As OTMA is a private corporation, there was no "government action;" thus, UCOR's claims that its "Constitutional rights" have been violated are not well founded. There must be government action to invoke Constitutional protections. Further, with respect to the Constitutional claims, UCOR is a corporation and fictional entities have been held to be entitled to very, very limited Constitutional protections, as the Constitution was intended to protect human beings, not fictional legal entities.

Thank you. I look forward to speaking with you to find a solution to your client's issues and further understand your legal position on how my client, as a private corporation, could possibly be violating any state or federal laws. I may be contacted at the email address above and via the following additional contact information:

Mr. Jason A. Stuart  
Ball & Stuart, PLLC  
Plaza West Tower  
415 N. McKinley St., Suite 310  
Little Rock, AR 72205  
[501.687.9000](tel:501.687.9000) (voice)  
[501.687.9003](tel:501.687.9003) (facsimile)

Jason A. Stuart

---

Confidentiality Notice- This message is privileged and confidential and only for the intended recipient. Any contrary dissemination, distribution or copying is strictly prohibited. If received in error, please notify sender by e-mail or telephone and delete the original and all archival or backup copies. Circular 230 Disclosure- Pursuant to recently-enacted U.S. Treasury Department Regulations, we are now required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended, written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending another party any tax-related matters addressed herein.

---

**From:** Lydia Robertson [mailto:[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)]

**Sent:** Friday, March 11, 2011 8:26 PM

**To:** [jason.stuart@ball-stuart.com](mailto:jason.stuart@ball-stuart.com)

**Subject:** Attorney 2nd ltr / Misinformation

--- On Thu, 3/10/11, Bill Burgess <[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)> wrote:

From: Bill Burgess <[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)>  
Subject: Re: Misinformation / Little Rock Campaign

To: "Lydia Robertson" <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)>

Date: Thursday, March 10, 2011, 3:50 PM

Lydia,

Whether or not there is a contract, CATA's decision to decline to run the ad because of its supposedly controversial nature (or any other consideration related to its viewpoint) is a clear violation of the First Amendment's protection of free speech and therefore illegal. Insisting on a damage deposit for a "controversial" ad is similarly unconstitutional.

Please give me a call at [\(202\) 238-9088](tel:(202)238-9088) on Monday morning to discuss this. I will be happy to clearly describe the court cases for you so you can understand the legal rules for this sort of situation. I really do hope we are able to avoid any litigation over this matter. It isn't too late to for CATA to change course.

Bill

On Thu, Mar 10, 2011 at 11:40 AM, Lydia Robertson <[onthemovead@sbcglobal.net](mailto:onthemovead@sbcglobal.net)> wrote:

Good morning, Bill,

I am out of town, so perhaps you will be able to check the information stated in your email on Wednesday before we talk. There has been no verbal contract or written contract; we have been in discussions, only. As a matter of fact, as a result of the vandalism concern that Shaun raised, the next to last email sent from me to Shaun provided a security deposit amount which he refused. No purchase order from Shaun has been sent, or signed by On the Move Advertising, Inc. As a courtesy, I agreed to hold his requested signs until I could give him a firm answer, which came the next day.

I have a tremendous string of emails with caveats and concerns from the beginning of the discussions with Shaun. Please ask that Shaun forward you those emails for your review.

I actually have an email from and to Shaun dated April, 2010, in which I told him he could request an order 90 days out. If he had, this would have long since be resolved.

I will be glad to discuss this with you when I return; however, I will be in Houston for two more days.

Thank you,  
Lydia Robertson

[Lydia Robertson](#)  
[On the Move Advertising, Inc](#)  
[8028 Cantrell Rd, Suite 102](#)  
[Little Rock, AR 72227](#)  
[PH: 501-664-1118](tel:501-664-1118)  
[FX: 501-664-6171](tel:501-664-6171)

--

William J. Burgess, Esq.  
Legal Coordinator  
Appignani Humanist Legal Center  
American Humanist Association  
1777 T Street, N.W.  
Washington, DC 20009  
(202) 238-9088 (x102)

05/04/2011

Baker Schulze and Murphy Mail - Fwd: ...

[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)

--

William J. Burgess, Esq.  
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---





Gerry Schulze <gerrysch@b-s-m-law.com>

## FOIA from UCOR to CATA and OTMA

Jason A. Stuart <Jason.Stuart@ball-stuart.com>

Mon, Apr 18, 2011 at 3:06 PM

Reply-To: Jason.Stuart@ball-stuart.com

To: Gerry Schulze <gerrysch@b-s-m-law.com>, Jess Sweere <jsweere@cgwg.com>, Carolyn Witherspoon <CSpoon@cgwg.com>, Bill Burgess <bburgess@americanhumanist.org>

Cc: Lydia Robertson <onthemovead@sbcglobal.net>

Exhibit H

Mssrs. Schulze & Burgess:

My client, On The Move Advertising, Inc. ("OTMA"), hereby asserts that it is a privately owned corporation to which no public function has been assigned, delegated or contracted with respect to its lease of advertising space from Central Arkansas Transit Authority ("CATA"). As such, OTMA is not subject to FOIA requests and will not respond to the same, even a FOIA request submitted by an Arkansas resident. CATA has neither the legal nor contractual authority to force OTMA to provide any of the documents Mssrs. Burgess and Love have requested in their respective FOIA requests; accordingly, OTMA will not produce any of its business records pursuant to FOIA until such time as either it becomes clear to OTMA that it is subject to FOIA or a court orders OTMA to produce such records and all avenues of appeal from such order have been exhausted.

In this case, OTMA leased the right to place advertising on the side of CATA's buses through a public, sealed bid auction process. CATA is not in the advertising business and is under no statutory or regulatory obligation to place advertisements on the sides of its buses; instead, CATA was organized as a division of the local government for the purpose providing public transportation services. Once OTMA won and obtained the lease rights to the advertising space on the CATA buses, the advertising space essentially became the private property of OTMA for the term of the lease contract, subject only CATA's retained right of rejection for any lease space. CATA has no right to force OTMA to place any advertising on the side of the CATA buses and otherwise has no control over the space. OTMA owns the rights to the advertising space during the period of the lease and is free to do whatever it wants with the leased advertising space, including leaving the spaces blank if it so desires. Accordingly, because OTMA is not performing any of CATA's public functions and OTMA is engaged in private business when placing advertisements on its leased space, OTMA is not an agent of CATA as asserted by UCOR's general counsel. The cases Mr. Burgess cited in his previous letter all referred to the retention of private companies to carry out a public function, such as auditing the city's books or litigating a case in lieu of allowing the city attorney to handle it; accordingly, such cases are inapplicable here since OTMA's private subleasing of OTMA's property serves no public function. Mr. Burgess' position is tantamount to saying that just because the City of Little Rock leases one of its old buildings to a private company for the purpose of that private company carrying on the private company's business, then the private company's records all become subject to FOIA. Such a position by the Coalition is asinine.

In effect, CATA has exclusively leased all of the advertising space on its buses to OTMA for a fixed term. OTMA is in turn engaged in a private business endeavor to sublease to others the advertising space it originally leased from CATA. Once CATA leased the space to OTMA, CATA was effectively out of the picture and there is no possibility of state action, unless CATA were to exercise its right of refusal with respect to the Coalition's proposed advertisement. CATA did not exercise its right of refusal so there has been and cannot be any state action. At no time is OTMA an agent of CATA or vice versa. Neither CATA nor OTMA have the authority to bind the other to any agreement. Instead, OTMA and CATA share only the relationship of Landlord and Tenant with CATA as the Landlord and OTMA as the Tenant. Again, once the advertising space was leased by OTMA from CATA, the advertising space ceased being public property and became the private property of OTMA. Thus, once CATA decided not to exercise its right of refusal for the Coalition's advertising, there could be no further public action. OTMA's decision to require a security deposit prior to subleasing its private property to the Coalition is the legitimate business decision of a private company engaged in private business for profit, not the decision of a public agency.

Until such time as there is a court order declaring OTMA to be engaged in a public function through its private advertising business or you can provide citations to cases with facts more applicable to our situation, OTMA will not respond to any FOIA request. If you have cases, which you believe are more applicable to the facts here, please provide the citations and I will be happy to review them with an open mind. Alternatively, if you can provide any other reasonable legal basis for your client's assertion that OTMA is a public agency or otherwise engaged in a private business in furtherance of a public agency's duties, then I am eager to hear such an explanation. OTMA's subleasing of advertising space on CATA buses to OTMA's clients serves no public purpose whatsoever; instead, OTMA's subleases to its clients are purely for the private gain of OTMA without any consideration for the benefits to the public. Any benefit the public receives is merely an ancillary benefit provided by the lease revenues OTMA pays to CATA under its lease. Money received for every advertisement placed on a CATA bus goes directly to OTMA, not to CATA. OTMA is solely responsible for establishing the terms and conditions of its subleases. I simply fail to see how OTMA can be deemed an agent of a public entity, when OTMA's private business activities are not for public purpose or function, but instead are for private gain.

OTMA began these negotiations for a sublease of its advertising space with open arms and has not at any time refused to sublease the Coalition its space. Further, CATA has not exercised its right of refusal. Very clearly, the Coalition has not been told "No, you cannot lease this space"; to the contrary, the Coalition has been told "Yes, you can lease this space." Since OTMA told the Coalition it can sublease the advertising space from OTMA, but the Coalition is now refusing to sublease the space, it now seems very clear to me that the Coalition never wanted to pay for the advertising space OTMA offered the Coalition. Instead, the Coalition just wanted to file a lawsuit and get the free publicity that comes with it. Perhaps if the Coalition quit spending its money on attorneys and litigation, then it could afford to pay the security deposits required for paid advertising.

I am truly miffed by the ridiculous game of charades the Coalition has forced everyone to play here and the wasting of my client's and the general public's money on the Coalition's game playing. CATA has not exercised its right of refusal and OTMA has approved the Coalition's advertising. OTMA has not treated the Coalition any differently than it would any other potential advertiser with a known history of attracting vandalism and destruction with its advertisements. All OTMA has asked is for the Coalition post a security deposit reasonably calculated to provide a source of funds to replace OTMA's property. OTMA is simply a private landlord looking to lease out its advertising space. This situation is exactly the same as a person with bad credit being told they have to post a security deposit before leasing an apartment, but a person with good credit not being required to post a security deposit before leasing the same apartment. No reasonable person would argue the Lessor is discriminating against the lessee with bad credit by requiring the bad credit lessee to post a security deposit. Requiring security deposits from people with bad credit has been a legitimate business practice for thousands of years. The Coalition's track record has given it back credit; therefore, the Coalition has to post a security deposit. What is wrong with requiring the Coalition to post a security deposit because of the Coalition's bad credit? I'm baffled.

I know your client maintains the security deposit is a ruse by OTMA to prevent the Coalition from placing the advertisement, but that argument honestly makes zero logical sense. The only way OTMA makes any money is if it subleases its space to its clients and potential clients, such as the Coalition. Accordingly, OTMA has every financial incentive to lease the space to the Coalition, except OTMA has a financial disincentive to lease space to the Coalition if it carries an associated risk of damage to OTMA's property without OTMA having any secure and inexpensive method of securing reimbursement for the repairs from the Coalition. OTMA will not enter into a sublease agreement, which may end up costing it money for damage repairs, without first having adequate assurances of protection against potential losses for damage to its property. As a private company engaged in a private business endeavor, OTMA cannot be forced to lease its own property to another on terms it considers financially unfavorable. Courts are not in the business of negotiating lease terms for private or public parties. Even assuming arguendo that CATA itself were the one dealing with the Coalition, there exists no legal basis for the Coalition to force a public agency to lease property to a private entity on any specific terms and conditions, if the terms and conditions required by the public entity are reasonable and non-discriminatory under the circumstances. Requiring a security deposit of an advertiser with a past history of violence, vandalism and destruction of property in association with its advertisements will never be considered unreasonable or discriminatory. Here, neither OTMA nor CATA has mentioned or had any concern about the message contained in the Coalition's advertisement; instead, the only mention and concern has involved the proven history of destruction of property associated with the message and how we were going to need to provide financial security for the repairs likely to be necessary on the leased property.

OTMA could just as easily maintain the Coalition's back and forth efforts attempting to lease the advertising space from OTMA were nothing more than a ruse to provide a purported basis for a lawsuit in which the Coalition could obtain "FREE ADVERTISING" through the lawsuit and media reports rather than the Coalition actually having to pay for the advertising with OTMA.

I look forward to either receiving an explanation of exactly what I am missing in my analysis or a communication telling me the Coalition has dropped this ridiculous matter.

Jason A. Stuart

---

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**From:** Gerry Schulze [mailto:[gerrysch@b-s-m-law.com](mailto:gerrysch@b-s-m-law.com)]  
**Sent:** Monday, April 11, 2011 1:58 PM  
**To:** Jess Sweere; [Jason.Stuart@ball-stuart.com](mailto:Jason.Stuart@ball-stuart.com)  
**Cc:** bburgess  
**Subject:** UCOR and CATA and OTM

Dear Jess and Jason:

I tried to call Jess a few minutes ago, but he was not available. I have talked to my contacts at UCOR. We hereby reject the proposal made last week.

In light of the distance between our positions, we see no other option than to go forward with the Freedom of Information request that was made on April 6, 2011. It is my understanding that you were contemplating denying that request on the ground that it was not made by an Arkansas resident. I would suggest that Appignani Humanist Legal Center has standing to make the request under the reasoning of *Arkansas Highway & Transp. Dep't v. Hope Brick Works, Inc.*, 294 Ark. 490, 744 S.W.2d 711 (1988), but if it is your intent to stand on this technicality, let me know. I will find an Arkansas resident to make the request.

Gerry Schulze

--

J.G. "Gerry" Schulze  
Attorney at Law  
Baker Schulze & Murphy  
11219 Financial Center Parkway  
Suite 315  
Little Rock, AR 72211  
Telephone [\(501\) 537-1000](tel:(501)537-1000)

Fax [\(501\) 246-8550](tel:5012468550)  
[gschulze@b-s-m-law.com](mailto:gschulze@b-s-m-law.com)

---



Gerry Schulze <gerrysch@b-s-m-law.com>

---

## RE: United Coalition of Reason Advertisements

5 messages

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Jason A. Stuart <Jason.Stuart@ball-stuart.com>

Fri, May 13, 2011 at 10:51 AM

Reply-To: Jason.Stuart@ball-stuart.com

To: Brenda Murray <bmurray@cgwg.com>, bburgess@americanhumanist.org, Gerry Schulze <gerrysch@b-s-m-law.com>

Cc: Betty Wineland <bwineland@cat.org>, Carolyn Witherspoon <cspoon@cgwg.com>, Lydia Robertson <onthemovead@sbcglobal.net>

Mssrs Burgess & Schulze:

Exhibit I

I am in receipt of Ms. Witherspoon's letter sent yesterday on behalf of CATA. I too concur with each of Ms. Witherspoon's statements. In an effort to resolve this matter as quickly as possible, my client is preparing a lease agreement for UCoR based on the last requested ordering information from UCoR's buying agent, Shaun Barbeau, sent to OTMA 8-MAR-2011 (18 curb queen ads @115 each per month with a one month run schedule). Although the lease is a fill in the blank type lease, I have requested my client send a copy of the lease to me for review prior to sending to UCoR. I trust this lease will resolve the issues here, thus I respectfully request an extension and reprieve from UCoR's deadline, which is today. Although, I should have the lease e-mailed to UCoR by the end of the day Monday, I would appreciate UCoR confirming an extension until next Friday to receive the lease and avoid the lawsuit.

Thank you.

Jason A. Stuart

---

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

From: Brenda Murray [mailto:[bmurray@cgwg.com](mailto:bmurray@cgwg.com)]

Sent: Thursday, May 12, 2011 4:58 PM

To: [bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)

Cc: Betty Wineland ([bwineland@cat.org](mailto:bwineland@cat.org)); Carolyn Witherspoon;

[jason.stuart@ball-stuart.com](mailto:jason.stuart@ball-stuart.com)

Subject: United Coalition of Reason Advertisements



Gerry Schulze <gerrysch@b-s-m-law.com>

---

## Ransom Offer in Response to United Coalition of Reason's Terroristic Demands

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Jason A. Stuart <Jason.Stuart@ball-stuart.com>

Mon, May 16, 2011 at 9:12 PM

Reply-To: Jason.Stuart@ball-stuart.com

To: Bill Burgess <bburgess@americanhumanist.org>

Cc: Carolyn Witherspoon <cspoon@cgwg.com>, Jess Sweere <jsweere@cgwg.com>, Gerry Schulze <gerrysch@b-s-m-law.com>, Lydia Robertson <onthemovead@sbcglobal.net>, Ashley Foshee <otma@sbcglobal.net>

Mr. Burgess:

As a result of the threats from UCoR, as contained in your e-mail received last Friday afternoon, I rearranged my schedule in a valiant effort to comply with UCoR's demands and defend my client against the probability of a crushing onslaught of legal bills, financial ruin and almost certain corporate death brought about by UCoR's well coordinated threat of an impending attack if my client does not immediately satisfy UCoR's demands.

Please review the attached enclosure letter and advertising lease, then ask your client if it would be so kind as to spare the life of my small, frightened client by accepting this meager offering of an advertising lease on standard terms, which equates to the most ransom my client can afford to pay UCoR.

Jason A. Stuart

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---

**From:** Bill Burgess [mailto:[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)]

**Sent:** Friday, May 13, 2011 2:45 PM

**To:** [Jason.Stuart@ball-stuart.com](mailto:Jason.Stuart@ball-stuart.com)

**Subject:** Re: United Coalition of Reason Advertisements

Exhibit J

Mr. Stuart

I've spoken with my client about this new offer. We need more details about the lease contract terms and logistics than just the size, price and length of time before we can respond. If the following conditions are met, I will refrain from filing suit until Tuesday while my client considers this new offer:

1. You must send a draft of the form of contract to me for my review this afternoon. The form may contain blanks for numerical details but not for other material terms.

2. The new contract cannot contain any damage deposit or indemnity provisions requiring the Coalition to be liable for damage to the buses.

3. Because the Coalition, as it has previously stated, wanted the ads to be running during Little Rock's Riverfest, the contract would have to provide that the ads begin running no later than May 22, 2011.

4. OTMA must to provide the technical specifications for the ads to the Coalition immediately so that its graphic designer can finalize the artwork file. The company that produces the ads will have to confirm that they can be produced and installed by May 22.

--  
William J. Burgess, Esq.  
Legal Coordinator  
Appignani Humanist Legal Center  
American Humanist Association  
1777 T Street, N.W.  
Washington, DC 20009  
[\(202\) 238-9088](tel:(202)238-9088) (x102)  
[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)

On Fri, May 13, 2011 at 11:51 AM, Jason A. Stuart <[Jason.Stuart@ball-stuart.com](mailto:Jason.Stuart@ball-stuart.com)> wrote:  
Mssrs Burgess & Schulze:

I am in receipt of Ms. Witherspoon's letter sent yesterday on behalf of CATA. I too concur with each of Ms. Witherspoon's statements. In an effort to resolve this matter as quickly as possible, my client is preparing a lease agreement for UCoR based on the last requested ordering information from UCoR's buying agent, Shaun Barbeau, sent to OTMA 8-MAR-2011 (18 curb queen ads @115 each per month with a one month run schedule). Although the lease is a fill in the blank type lease, I have requested my client send a copy of the lease to me for review prior to sending to UCoR. I trust this lease will resolve the issues here, thus I respectfully request an extension and reprieve from UCoR's deadline, which is today. Although, I should have the lease e-mailed to UCoR by the end of the day Monday, I would appreciate UCoR confirming an extension until next Friday to receive the lease and avoid the lawsuit.

Thank you.

Jason A. Stuart

---

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

From: Brenda Murray [mailto:[bmurray@cgwg.com](mailto:bmurray@cgwg.com)]  
Sent: Thursday, May 12, 2011 4:58 PM



To: [bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)  
Cc: Betty Wineland ([bwineland@cat.org](mailto:bwineland@cat.org)); Carolyn Witherspoon;  
[jason.stuart@ball-stuart.com](mailto:jason.stuart@ball-stuart.com)  
Subject: United Coalition of Reason Advertisements

On behalf of Carolyn Witherspoon, please find attached a copy of her letter of today's date on behalf of Central Arkansas Transit Authority.

Brenda F. Murray  
Legal Assistant to Carolyn B. Witherspoon Cross, Gunter, Witherspoon & Galchus P.C.  
500 President Clinton Avenue, Suite 200  
Little Rock, Arkansas 72201  
Phone [\(501\) 371-9999](tel:(501)371-9999)  
Fax: [\(501\) 371-0035](tel:(501)371-0035)  
Direct: [\(501\) 212-1829](tel:(501)212-1829)  
[bmurray@cgwg.com](mailto:bmurray@cgwg.com)

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

From: [Ricoh6500@cgwg.com](mailto:Ricoh6500@cgwg.com) [mailto:[Ricoh6500@cgwg.com](mailto:Ricoh6500@cgwg.com)]  
Sent: Thursday, May 12, 2011 4:07 PM  
To: Brenda Murray  
Subject:

This E-mail was sent from "RNPB6DFE4" (Aficio MP 6500).

Scan Date: 05.12.2011 17:07:28 (-0400)  
Queries to: [Ricoh6500@cgwg.com](mailto:Ricoh6500@cgwg.com)

--  
William J. Burgess, Esq.  
Legal Coordinator  
Appignani Humanist Legal Center  
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1777 T Street, N.W.



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[\(202\) 238-9088](tel:(202)238-9088) (x102)

[bburgess@americanhumanist.org](mailto:bburgess@americanhumanist.org)



**Response to UCoR Demand for Contract Terms.pdf**

455K

---

ATTORNEYS:  
WAYNE B. BALL\*  
JASON A. STUART\*  
\*ALSO ADMITTED IN TEXAS

**BALL & STUART, PLLC**  
ATTORNEYS AT LAW  
PLAZA WEST BUILDING  
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LITTLE ROCK, ARKANSAS 72205

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FACSIMILE: (501) 687-9003

16-MAY-2011

Original Via: First Class U.S. Mail

Copy Via E-mail to: [BBurgess@AmericanHumanist.org](mailto:BBurgess@AmericanHumanist.org)

Mr. William J. Burgess, Esq.  
Legal Coordinator  
Appignani Humanist Legal Center  
American Humanist Association  
1777 T Street, N.W.  
Washington, DC 20009

Re: Response to United Coalition of Reason's Threats

Dear Mr. Burgess:

In response to your e-mail, sent Friday, 13-MAY-2011 at 2:45 p.m. and containing the United Coalition of Reason, Inc.'s ("UCoR") additional new demands upon my client, On the Move Advertising, Inc. ("OTMA"), I apologize for the delayed response. Unfortunately, I was unable to review your e-mail until after the close of business last Friday. Regrettably, this response is being prepared after the UCoR's imposed deadline for my client to either comply with UCoR's demands or face the consequences at the hands of UCoR's well-spoken publicists, able-bodied picketers and learned legal counsel. Although I fear the lateness of this response will not please UCoR, I thought it better to respond late and beg for the sparing of my client's life than to not respond at all and cause my client to endure the psychological torture of not knowing from day to day when, if ever, UCoR will be satisfied or take further action against my client.

After reviewing UCoR's new demands, as stated in your e-mail from last Friday, I am afraid UCoR has now made contradictory demands upon my client, OTMA, which make it impossible for OTMA to satisfy UCoR. The boilerplate language on the back of every sub-lease has liability and indemnity language, just as any reasonable person would expect to find in a commercial lease agreement or other commercial contract. Waiving the liability and indemnity provisions of the sub-lease is both very unreasonable and not something OTMA is contractually permitted to offer as a sub-lease term, since OTMA's lease with CATA provides every sub-lessee must agree to liability and indemnity provisions. It is axiomatic in commercial law that

Exhibit K

Tenants are ALWAYS liable to Landlords for damages, thus OTMA is unable to meet UCoR's demand to remove all liability and indemnity provisions.

Here, UCoR approached OTMA with a request to place advertisement with OTMA by sub-leasing OTMA's space on CATA's buses. CATA did not exercise its right to reject UCoR's advertisement. Likewise, OTMA too accepted UCoR's advertisement, conditioned only upon a legitimate and reasonable request for a security deposit to cover damages likely to occur to OTMA's and CATA's property. OTMA's request for a security deposit was based on instances of terrorism and vandalism UCoR's messages have incited in other markets, which instances UCoR has well documented and publicized, perhaps even reveling in the additionally publicity brought about by the tens and tens of thousands of dollars of damage to UCoR's landlords' property in other markets.

Initially, UCoR agreed, in an e-mail sent 8-MAR-2011 from its buying agent, Shaun Barbeau, to pay a security deposit of up to \$10,000 for the requested advertising, which amount was insufficient for OTMA in light of the scope of UCoR's requested campaign. However, instead of continuing negotiations to find a mutually acceptable security deposit and posting the security deposit as would any other commercially reasonable sub-lessee with a documented history of its advertising inciting damage to a landlord's property, UCoR ceased negotiations and began offensively pursuing its plot in earnest by demanding OTMA provide UCoR with an advertising lease on terms just like other advertisers; otherwise, UCoR threatened to sue OTMA and its landlord, CATA.

Now, UCoR's demand is for OTMA to change course again and provide UCoR with a lease custom drafted to UCoR's exacting and commercially unreasonable language, including the removal of all standard tenant liability and indemnity provisions and the removal of all security deposit requirements; otherwise, UCoR promises to sue OTMA and its landlord, CATA.

Further, UCoR now demands that its advertising run no later than a specific date less than ten (10) days from the date of demand. Your client was advised from the outset that OTMA's advertising space is leased on a "First Contracted, First Signed" basis. Now however, UCoR is threatening litigation against OTMA and CATA, unless OTMA makes special accommodations to ensure UCoR's advertisements "begin running no later than May 22, 2011." After checking with my client and from the information currently available, it is currently unknown if UCoR's requested advertisements can be installed on or before 22-MAY-2011, as many variables affect the actual start date for each advertising campaign. The best OTMA can offer to UCoR with respect to a beginning date is that OTMA will use commercially reasonable efforts to start UCoR's advertisements on UCoR's requested start date or as soon thereafter as possible.

While the actual start date for UCoR's advertisements is currently unknown, what is currently known is UCoR's demands now sound more and more like UCoR believes UCoR owns and controls my client and the way my client operates its business model. What will UCoR's next threat be, "OTMA, if you don't tell us all of your bank account numbers, client lists and passwords and hand over the keys to the front door and filing cabinets all while standing on your head facing north before 5:00 p.m. today, then we are going to tell everyone how unfair OTMA

is and how much OTMA does not like UCoR because UCoR holds an unpopular or minority belief, then sue the pants off of OTMA and CATA?" Seriously, this is how overbearing UCoR's insatiable and ever changing demands are starting to sound and feel.

So, what is UCoR's real demand here? Does UCoR want OTMA to offer UCoR a lease with terms like other sublessees? Does UCoR want OTMA to offer UCoR a custom drafted lease with only those terms satisfying UCoR's commercially unreasonable demands? Does UCoR just want OTMA to offer UCoR 51% of OTMA's stock, a majority of seats on OTMA's board of directors, and install UCoR's hand picked officers so UCoR can direct OTMA's day to day operations and tell OTMA how to run its business operations? Or, does UCoR just want OTMA to figuratively run scared for its corporate life until it succumbs to the forces of UCoR's terroristic tactics, thereby becoming a minion used to carry out various aspects of UCoR's campaign?

Quite honestly, I believe UCoR just needs to get over itself, quit looking for ways it thinks it is being "picked on," and quit acting like a three (3) year old child who threatens to "cause a scene, if it does not get its way." By threatening litigation every time UCoR's commercially unreasonable demands are not met or UCoR does not get advertising space on exactly the business terms it demands, UCoR is behaving childishly, irrationally and to a large degree in a terroristic manner.

As the potential sub-lessee, UCoR has no legal right to dictate to and control the terms of an advertising sub-lease with OTMA, as the landlord. Neither OTMA nor CATA is unfairly picking on or discriminating against UCoR. Instead, it now appears UCoR is the one unfairly picking on OTMA and CATA by engaging in behavior normally associated with a cowardly terrorist organization; namely, UCoR is perverting the First Amendment into both a shield and a sword and abusively utilizing the non-profit provisions of the United States' tax code to provide financial advantage in a litigation based war of attrition against a small, for-profit corporation, which is required to pay taxes.

UCoR is simultaneously hiding behind the perceived shield of a false accusation that "OTMA and CATA are discriminating against UCoR because of UCoR's unpopular belief or message," while recklessly slashing with a sword provided by a mandate that, "OTMA better do exactly as UCoR demands and provide a lease on exactly the terms UCoR wants; otherwise, UCoR will use the substantial resources of its 'non-profit' private foundation to sue OTMA and CATA into oblivion." UCoR's threat to exterminate OTMA through prohibitively expensive litigation is exacerbated and made all the more real because UCoR is not only perverting the First Amendment to carry out its assassination plot, but also abusing the United States' tax code in a way which unfairly leverages UCoR's tax-free status to provide an insurmountable financial advantage in litigation against OTMA. Since UCoR does not pay taxes on its "secret revenue" and UCoR's financial benefactors simultaneously obtain deductions for all of the money they funnel into UCoR, UCoR unquestionably enjoys a financial advantage, allowing UCoR to waste money on frivolous litigation designed to bully the taxpaying company, OTMA, into taking on unjustifiable business risks in a sub-lease with UCoR.

UCoR's actions and demands have effectively given OTMA only two choices: One, resist UCoR's demands and be killed by litigation costs; or two, agree to UCoR's demands and be killed by the financial burden of repairing damages to CATA's property incited by UCoR's advertising. UCoR's despicable conduct has placed OTMA in a conundrum in which the only way out is through incursion of commercially unreasonable risk and almost certain corporate death.

In closing, CATA has not done anything to prevent UCoR from running its advertising; to the contrary, CATA did not reject the advertisement. OTMA has not done anything to prevent UCoR from running its advertising; to the contrary, OTMA has expended extraordinary efforts to accommodate UCoR's advertising request and strike a commercially reasonable deal with UCoR. Despite CATA's and OTMA's continued efforts to place UCoR's advertising, UCoR has continually obfuscated the process through tactics and continually changing demands designed to make it commercially impossible to either satisfy UCoR or survive the attack.

UCoR's previous accusations against OTMA and CATA were baseless and wildly speculative. Now, UCoR's threat of debilitating litigation unless OTMA waives or removes all indemnity and liability provisions and security deposit requirements from the sub-lease moves UCoR's demands across the line into the realm of corporate terrorism. I previously speculated UCoR's intent here was not to actually obtain paid advertising, but rather to obtain free publicity by filing a lawsuit against CATA and OTMA. I now possess a firmly held belief that UCoR's actions have shown my previous speculation to now be reality. Further, just as I do not understand the tactics of other terrorist organizations, I do not know exactly what UCoR hopes to gain by killing OTMA other than the satisfaction of killing a "manufactured foe" or lending increased credibility to UCoR's future threats of corporate death for larger prey with more financial resources.

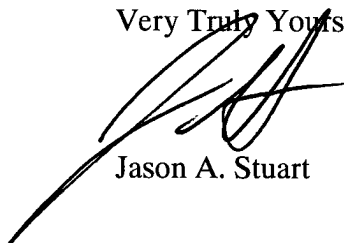
Throughout its discourse with UCoR, OTMA has been nothing short of completely candid, cooperative, sympathetic and commercially reasonable. While OTMA is a small, for-profit company without much money, UCoR should not trifle with OTMA's corporate existence. If OTMA must face its death either way, then OTMA chooses to die fighting a bully and resisting the wholly unreasonable terms sought to be imposed upon it by UCoR. If waiving the indemnity and liability provisions of the sub-lease is a required term of surrender to avoid death by litigation, then you need waste no further time or money on UCoR's unveiled, disingenuous overtures and I invite you to commence with the execution of my client by suing the hell out of OTMA until either your client's heart is content or its little ink pens and printers run out of ink. Waiving the indemnity and liability provisions of the sub-lease is something that I can assure you OTMA will never do of its own accord, not for your client nor any other advertiser.

Although my client is now prepared to die at the hands of UCoR and its army of publicists, picketers and lawyers, I have included herewith a standard sub-lease agreement for UCoR's requested advertising, as a last ditch effort to spare my client's life and appease UCoR. If the attached sub-lease is acceptable to UCoR, please have UCoR sign and return the sub-lease to me as soon as possible. The faster UCoR signs and performs its obligations under the sub-lease, the faster UCoR's advertisements can begin running in the Little Rock, Arkansas market.

The technical specifications you requested for UCoR's advertisements were previously sent via an 8-MAR-2011 e-mail to UCoR's buying agent, Shaun Barbeau, more than two (2) months ago as part of OTMA's approval process. The specifications were stated as follows: "30 inches wide by 64 inches long. Flexcon or 3-m vinyl accepted, (no Metro Mark) and because they fit in racks, please don't put critical graphics closer than 1 inch all the way around the sign. But, the overall artwork should 'bleed' to the edge to avoid any white edging showing."

I eagerly await receipt of either UCoR's signature on the enclosed sub-lease agreement or UCoR's lawsuit against my client. In the meantime, please let me know if you have any questions or need any further information.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "JAS", with a long, sweeping underline that extends to the left and then curves back up to the right.

Jason A. Stuart

JAS/mmi

Encl.

- c: Mr. Gerry Schulze (via e-mail w/encl.)
- Ms. Carolyn Witherspoon (via e-mail w/encl.)
- Mr. Jess Sweere (via e-mail w/encl.)
- Ms. Lydia Robertson (via e-mail w/encl.)
- Ms. Ashley Foshee (via e-mail w/encl.)

# ON THE MOVE

A D V E R T I S I N G

1-800-352-0199 · 501-664-1118 · FAX 501-664-6171 · Mailing Address · 8028 Cantrell Road, Ste 102· Little Rock, AR 72227

ADVERTISING LEASE CONTRACT

5/11/2011	(Date)
Coalition of Reason	(Nature of Business)

<b>Advertiser/Sub-Lessee:</b>	United Coalition of Reason	<b>Contact/Agent:</b>	Shaun Barbeau, Media Director Media Brokers International
<b>Billing Address:</b>	11720 Amberpark Dr., Ste. 600	<b>E-mail:</b>	<a href="mailto:sbarbeau@Media-Brokers.com">sbarbeau@Media-Brokers.com</a>
<b>City:</b> Alpharetta	<b>State:</b> GA	<b>Zip:</b> 30009	<b>Phone:</b> 678-514-6200 <b>Fax:</b> 678-514-6299
<b>Advertising Period:</b>	◇ ___ year(s)    ◇ _____ 6 months	___ <b>XX</b> ___ Other: <b>One (1) month</b>	
<b>Production Costs:</b>  Approved vinyl, graphics & copy to be provided by client at client's expense. (30"W x 64" Flexcon or 3-M vinyl only – No Metro-Mark) Mounting, loading & removal (\$45 per sign) included in Total Rental Fee, subject to other terms and conditions hereof.	<b>Total Rental Fee:    \$2,880.00</b>  18 Curb Queens@ \$115 each per month w/\$45 each mounting, loading & removal **Per Shaun's 8-MAR-2011 e-mail  <b>Run Schedule:</b> To run four (4) weeks consecutively, unless terminated earlier as provided in this Agreement. Anticipated to begin as soon as possible on or after 22-MAY-2011, subject to Advertising Space availability & date client delivers approved vinyl, graphics & copy.		<b>Additional Terms:</b>  Total Rental Fee is due upon signing. All other sums due under this Agreement must be paid immediately upon invoice. Advertiser must pay the Total Rental Fee in advance and comply with all other terms & conditions of this Agreement.
			<b>Advertising Space:</b>  18 Curb Queens on Central Arkansas Transit Authority ("CATA") buses.

**NOW THEREFORE, WITNESSETH:** For and in consideration of the promises, covenants and mutual undertakings herein contained, to be well and truly performed and observed, the Parties, by their signatures below hereby covenant and agree to all of the terms and conditions set forth in this Agreement including, without limitation, those contained on the front and back (or first and second page) hereof, as the case may be:

**SUB-LESSOR:    ON THE MOVE ADVERTISING, INC.**

**ADVERTISER/SUB-LESSEE:    UNITED COALITION OF REASON**

By: \_\_\_\_\_  
    Lydia Robertson, President

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authority: \_\_\_\_\_  
 (If Signing As Advertiser's Agent, Agent Is Also Fully Liable Hereunder)

**READ ALL PAGES BEFORE SIGNING.**  
**AFTER SIGNING – PLEASE FAX BACK TO SUB-LESSOR AT 501.664.6171**

1. On the Move Advertising, Inc. ("Sub-Lessor") hereby leases, lets and rents to the Advertiser and the Advertiser agrees to and does hereby lease, let, rent, take, and hire from Sub-Lessor, the Advertising Space for the Advertising Period pursuant to the terms and conditions provided for in this Agreement. Advertiser agrees to directly pay to Sub-Lessor the Total Rental Fee as provided for in the Additional Terms. Notwithstanding anything else in this Agreement to the contrary, if, as a result of any terrorist act, vandalism, or other action not purely accidental in nature, any damage whatsoever occurs to the signs, Advertising Space, or any other portion of the property upon which Advertiser's advertising appears, then Sub-Lessor may, at Sub-Lessor's sole and exclusive option, immediately terminate the Advertising Period and remove all of Advertiser's advertising to prevent further risk of waste, damage or loss to Sub-Lessor's property, the Advertising Space or property upon which Advertiser's advertising appears and/or danger to the public. This Agreement is effective immediately upon signing by the parties. The Term of the Advertising Period shall begin on the first date of the Run Schedule and continue as provided therein for the length of time set forth in the Advertising Period, unless earlier terminated as provided herein.
2. Prior to and during the Advertising Period, Advertiser shall provide certificates of insurance and other documentation sufficient to evidence current insurance policies owned by Advertiser and providing coverage, limits and terms as follows: (i) Includes Sub-Lessor and Central Arkansas Transit Authority as an additional insured and requires insurer to provide each with at least thirty (30) days prior written notice of renewal, cancellation or any material change in coverage; (ii) Notification to Sub-Lessor of all legal actions or proceedings instituted by or against Advertiser arising out of, related to or for which coverage may be provided by each policy; and (iii) Coverage on an occurrence basis, primary basis rather than excess or contributory basis, and limits, terms and coverage as follows: Comprehensive General Liability – Limit not less than One Million Dollars (USD \$1,000,000) per occurrence/Three Million Dollars (USD \$3,000,000) aggregate and unless covered by a separate policy provided to meet the requirements hereof, must include coverage for contracted liability, hired vehicles, advertising liability, and acts of vandalism and terrorism; Excess/Umbrella Liability: Limit not less than One Million Dollars (USD \$1,000,000) and unless covered by a separate policy provided to meet the requirements hereof, must include coverage for contracted liability, hired vehicles, advertising liability, and acts of vandalism and terrorism.
3. The Advertiser covenants, confirms and agrees Sub-Lessor will not be liable for and Advertiser will indemnify and hold harmless Sub-Lessor against all personal; injury, damage or loss to person or property caused by the Advertiser, other persons, theft, burglary, assault, vandalism, any criminal act, fire flood, water leaks, rain, hail, ice snow, explosions, interruptions of service, acts of God, acts of terrorism, acts of public enemies or other causes, unless same is due to the gross negligence of the Sub-Lessor; in which event, the Sub-Lessor may in its absolute discretion repair and/or replace the damaged or destroyed copy, displays, graphics, data or advertising placed, situated or located on the Advertising Space or elect not to make such repairs or replacements and if the Sub-Lessor declines to make such repairs and replacements, then the Advertiser may cancel this Agreement and if possible, receive from the Sub-Lessor a refund of that portion of any rental paid in advance prorated as applicable to the Advertising Term remaining after such damage or destruction.
4. Advertiser shall be responsible for repairing Advertiser's graphics, copy, or advertising displays placed on or in the buses, unless Sub-Lessor deems damage too minor to justify repair. In instances where damage to the Advertising Space or other property is due to the actions of a third party and is reasonably related to or incited by Advertiser's advertising, Sub-Lessor's agent will perform repairs and Advertiser shall immediately pay all of Sub-Lessor's invoices related thereto.
5. Sub-Lessor reserves the right to change the location of the Advertising Space and relocate and move the Advertiser's copy, displays graphics, data or advertising to a new location without same in any way affecting the obligation of the Advertiser hereunder; provided however, Sub-Lessor will give Advertiser written notice of any such relocation of the Advertising Space.
6. Sub-Lessor reserves the right to approve all copy, displays, graphics, data, and advertising which Advertiser proposes to locate on the Advertising Space prior to same being affixed, situated or placed on the bus which said approval shall not be unreasonably withheld.
7. In the event Advertiser fails to pay rent, as provided for herein, or otherwise fails to fully observe and perform each of its obligation hereunder, then Sub-Lessor may, at its sole option and without notice, declare this Agreement immediately terminated, immediately remove any and all of Advertiser's copy, displays, graphics, data,, and advertising from the Advertising Space, and thereafter take possession of the Advertising Space and expel the Advertiser and any or all of its property, belongings, and effects therefrom, without legal process, without being liable for trespass or conversion, and without limitation of Sub-Lessor's rights at law or equity including, without limitation, to collection of delinquent rents, possession of the Advertising Space, and damages for Advertiser's breach of this Agreement. No delay in requiring or implied waiver of a party's performance under this Agreement on any one occasion shall be or operate as waiver on such occasion or any other future occasion, unless provided in writing.
8. If the Advertiser's agent has signed this Agreement, then Sub-Lessor, Advertiser and Advertiser's agent agree the Advertiser's agent shall be jointly and severally liable for all payments and obligations to Sub-Lessor under this Agreement; provided however, in such instance, Sub-Lessor shall only be required to submit invoices to Advertiser's agent and such delivery shall be sufficient delivery and notice to Advertiser. In the absence of an Advertiser's agent, the person, corporation or other entity which signs this Agreement shall be liable for all payments and obligations hereunder.
9. Sub-Lessor expressly reserves the right to cancel this Agreement and terminate all of Advertiser's rights hereunder upon thirty (30) days written notice and tendering a check to Advertiser for the pro-rated balance of the Advertising Term. At the end of the Advertising Term, or upon earlier termination by Sub-Lessor, Advertiser agrees to surrender possession of the Advertising Space without demand.
10. During the Advertising Period, Advertiser's advertisement(s) painted on, or affixed to the Advertising Space shall be considered an asset of the Advertiser, subject to and limited by the party's respective rights and responsibilities provided for in this Agreement.
11. Advertiser acknowledges this Agreement is in fact a mere sublease by On the Move Advertising, Inc. who is leasing the Advertising Space from Central Arkansas Transit Authority under and pursuant to an Advertising Space Rental Agreement. Advertiser further assumes and agrees to be bound by and fully perform the tenant's obligations and covenants contained in the Advertising Space Rental Agreement. Advertiser agrees and acknowledges Advertiser's rights hereunder are conditioned upon prior written consent by Central Arkansas Transit Authority to this sublease.
12. All notices, consents, claims and communications hereunder shall be in writing and mailed by certified mail, return receipt requested, to the party's respective address in this Agreement. Addresses may be changed by giving notice as provided herein. This Agreement, together with all exhibits and referenced documents, constitutes the parties' entire agreement with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written agreements, conditions and representations between the parties. This Agreement is binding upon and inures to the benefit of the parties and their permitted successors or assigns. No provision is intended, nor shall such be construed, to provide any benefit upon or inure to the benefit of a 3<sup>rd</sup> party not specifically provided for herein. Time is of the essence. This Agreement shall be governed by and construed under the laws of the State of Arkansas.