

Vermont Superior Court  
Caledonia Unit

**KATHERINE BAKER and  
MING-LIEN LINSLEY,  
Plaintiffs,**

and

**Vermont Human Rights Commission,  
Intervenor-Plaintiff,**

v.

**Civil Division  
Docket No. 183-7-11 CACV**

**WILDFLOWER INN a/k/a DOR  
ASSOCIATES LLP,  
Defendant.**

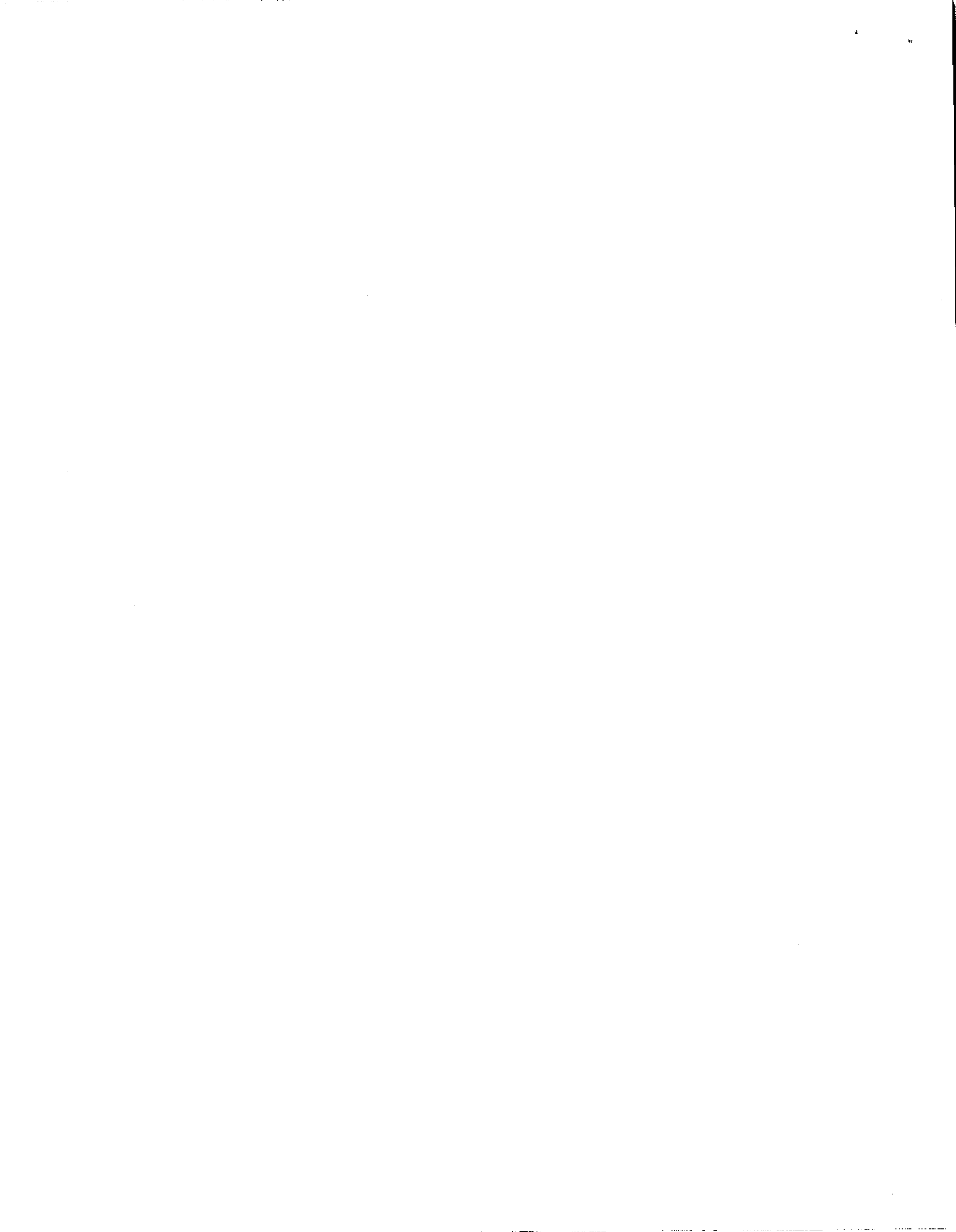
**ANSWER AND AFFIRMATIVE DEFENSES TO  
PLAINTIFFS' THIRD AMENDED COMPLAINT**

Defendant Wildflower Inn (hereinafter, "Wildflower"), by and through its undersigned counsel, hereby files its Answer and Affirmative Defenses to Plaintiffs' Third Amended Complaint, dated March 5, 2012, which this Court granted leave to amend on April 11, 2012, as follows:

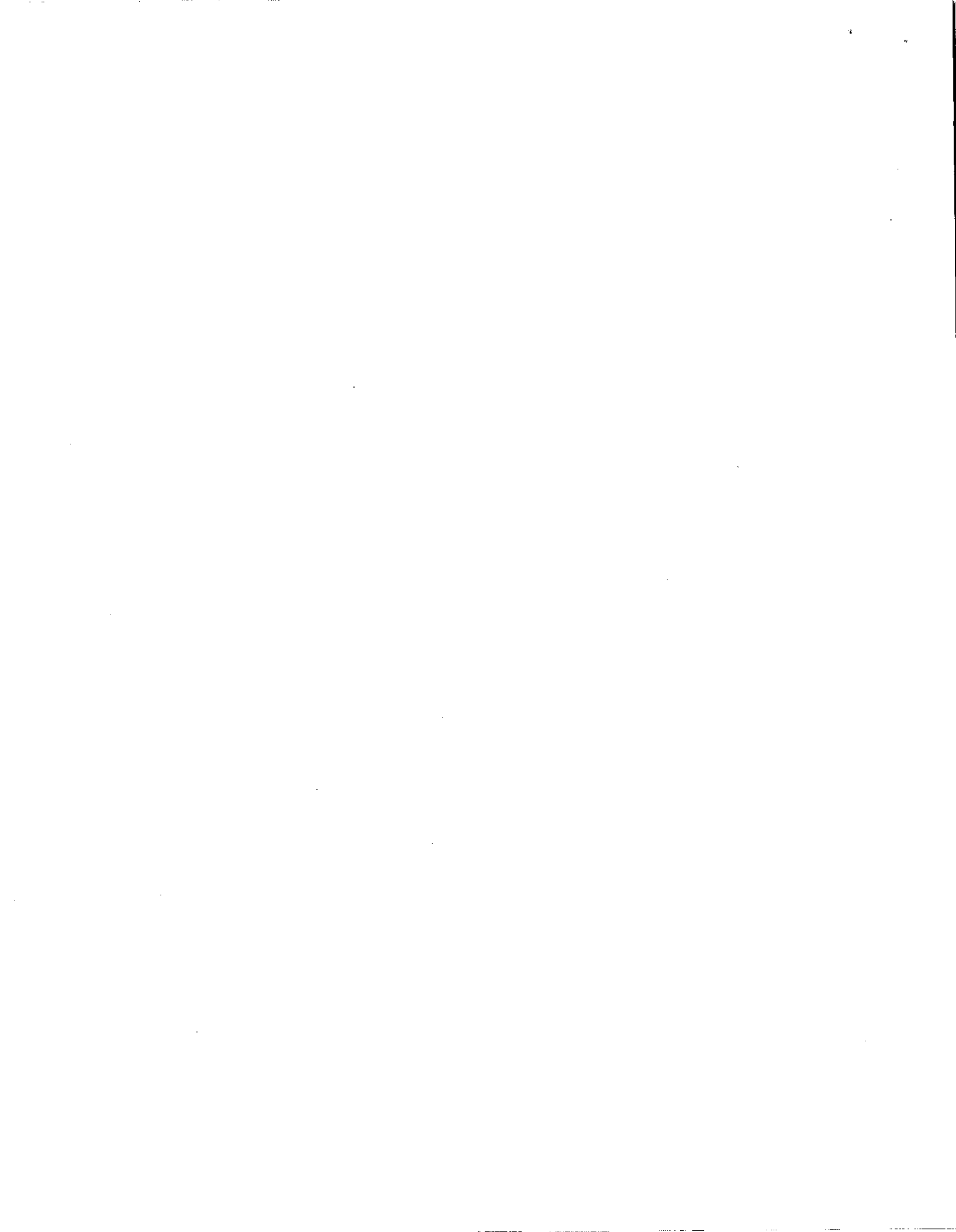
1. Wildflower admits that Plaintiffs are bringing this action against Wildflower, but Wildflower denies the remaining allegations contained in this paragraph, and Wildflower denies that Plaintiffs are entitled to the remedies they seek.
2. Wildflower has insufficient knowledge to admit or deny the allegations contained in this paragraph.



3. Wildflower denies that its trade name registered with the Vermont Secretary of State is under File Number 0126546. Wildflower admits the remaining allegations contained in this paragraph.
4. Wildflower admits the allegations contained in this paragraph.
5. Wildflower admits the allegations contained in this paragraph.
6. Wildflower admits the allegations contained in this paragraph.
7. Wildflower denies the allegations contained in this paragraph.
8. Wildflower admits that this Court has jurisdiction under Vt. Stat. Ann. tit. 9, § 4506 to redress alleged violations of the Fair Housing and Public Accommodations Act, but Wildflower denies that this Court has jurisdiction over all Plaintiffs' claims.
9. Wildflower admits that, for any claims over which this Court might have jurisdiction, venue is proper because Defendant is located in Caledonia County, Vermont. Wildflower denies the remaining allegations contained in this paragraph.
10. Wildflower admits the allegations contained in this paragraph.
11. Wildflower admits the allegations contained in this paragraph.
12. Wildflower admits the allegations contained in this paragraph.
13. Wildflower has insufficient knowledge to admit or deny what Manta.com might have reported regarding Wildflower's revenues.
14. Wildflower has insufficient knowledge to admit or deny what Dunn & Bradstreet, Inc. might have reported regarding the number of Wildflower employees.
15. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.



16. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
17. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
18. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
19. Wildflower admits that it received a request for proposal from the Vermont Convention Bureau, but has insufficient knowledge to admit or deny whether other venues received a similar request.
20. Wildflower admits that on October 29, 2010, an email was sent from Wildflower's former Meeting and Events Director Amalia (Molly) Harris to Channie Peters, but denies that this paragraph accurately reflects the full content of that email.
21. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
22. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
23. Wildflower has insufficient knowledge to admit or deny when, in relation to the alleged phone conversation referenced in Paragraph 22, Wildflower's former Meeting and Events Director Amalia (Molly) Harris sent the email referenced in this paragraph. Wildflower admits that on November 5, 2010, an email was sent from Wildflower's former Meeting and Events Director Amalia (Molly) Harris to Channie Peters, but denies that this paragraph accurately reflects the full content of that email. In fact, Wildflower's former Director of Meetings and Events Amalia (Molly) Harris went on to say in her email: "I



am happy to assist you in any fashion through my personal business,  
www.greenvermontwedding.com. Please let me know how you would like to proceed.”  
See attached Exhibit A. She solicited Plaintiffs’ business despite agreeing to end her  
wedding planning business when Wildflower hired her.

24. Wildflower denies the allegations contained in this paragraph.
25. Wildflower denies the allegations contained in this paragraph.
26. Wildflower denies the allegations contained in this paragraph.
27. Wildflower denies that its owners informed the former Meeting and Events Director that they had previously received “complaints about their discriminatory policy.” Wildflower admits that its owners informed the former Meeting and Events Director that they had previously received a single complaint, and because the Vermont Human Rights Commission found that there was no discriminatory conduct, the owners believed that their operations accorded with the law.
28. Based on emails that Wildflower’s owners located after the former Meeting and Events Director Amalia (Molly) Harris ended her employment at the Inn, Wildflower admits that Harris turned away at least two other same-sex couples and solicited their business for her own personal business in violation of Harris’s non-compete agreement with Wildflower. Wildflower denies that Harris’s actions were pursuant to any policy or practice of Defendants.
29. Wildflower denies that its owners issued a statement “confirming that they have a policy of discriminating against same-sex couples seeking to hold a wedding or civil union reception at the facilities.” Wildflower admits that its owners issued a statement, but denies that this paragraph accurately reflects the full content of that statement.





30. Wildflower denies that it “market[s] itself as being affiliated with the Stepping Stone Spa.” Wildflower admits that it offers “packages” for services with a multitude of service providers and locations, including the neighboring business of Stepping Stone Spa.
31. Wildflower admits the allegations contained in this paragraph.
32. Wildflower admits that three weddings took place at Wildflower in the summer of 2011, all of which were booked before Wildflower announced the change referenced in Paragraph 31, and all of which it was contractually and personally bound to honor. Wildflower denies that the September 13, 2011 edition of Vermont Vows describes an event that took place at the Inn in July 2011, as that profiled event occurred in July 2010.
33. Defendant incorporates herein its responses to Paragraphs 1 through 32.
34. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
35. Wildflower has insufficient knowledge to admit or deny the allegations set out in this paragraph.
36. Wildflower admits that this is an accurate quote from Vt. Stat. Ann. tit. 9, § 4501(a).
37. Wildflower admits the allegations contained in this paragraph.
38. Wildflower admits that this is an accurate quote from Vt. Stat. Ann. tit. 9, § 4502(a).
39. Wildflower denies the allegations contained in this paragraph.
40. Wildflower denies the allegations contained in this paragraph.
41. Wildflower denies the allegations contained in this paragraph.
42. Wildflower admits that the Legislature created an exemption for hotels with five or fewer rooms and an exemption for religious organizations. The remaining allegations set out in



this paragraph call for conclusions of law that do not require a response. To the extent that they require an answer, they are denied.

43. Wildflower admits that the Legislature created an exemption for hotels with five or fewer rooms. Wildflower denies that it discriminated against Plaintiffs on account of sexual orientation. The remaining allegations set out in this paragraph call for conclusions of law that do not require a response. To the extent that they require an answer, they are denied.

44. Wildflower admits that it is a privately owned, for-profit business, but denies that it is a “multi-million-dollar business.” Wildflower admits that the Legislature created an exemption for religious organizations. The remaining allegations set out in this paragraph call for conclusions of law that do not require a response. To the extent that they require an answer, they are denied.

45. The allegations set out in this paragraph call for conclusions of law that do not require a response. To the extent that they require an answer, they are denied.

46. Wildflower denies that it violated Vermont’s Fair Housing and Public Accommodations Act and has insufficient information to admit or deny the remaining allegations in this paragraph.

47. Wildflower denies the allegations contained in this paragraph.

48. Wildflower denies the allegations contained in this paragraph.

49. Wildflower denies the allegations contained in this paragraph.

Wherefore, Plaintiffs are not entitled to any of the remedies sought in their request for relief. Wildflower thus respectfully requests that the Court declare that Wildflower did not engage in unlawful discrimination and dismiss with prejudice Plaintiffs’ complaint in its entirety.



### **FIRST AFFIRMATIVE DEFENSE**

Plaintiffs have failed to state a claim upon which relief can be granted.

### **SECOND AFFIRMATIVE DEFENSE**

Plaintiffs lack standing to assert their claims, and this Court lacks subject-matter jurisdiction over those claims.

### **THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' alleged injuries result from the unauthorized acts of Wildflower's former employee Amalia (Molly) Harris.

### **FOURTH AFFIRMATIVE DEFENSE**

Application of Vermont's Fair Housing and Public Accommodations Act under these circumstances violates Wildflower's and its owners' free-exercise rights under the Free Exercise Clause of the First Amendment to the United States Constitution.

### **FIFTH AFFIRMATIVE DEFENSE**

Application of Vermont's Fair Housing and Public Accommodations Act under these circumstances violates Wildflower's and its owners' free-exercise rights under Article 3 of the Vermont Constitution.

### **SIXTH AFFIRMATIVE DEFENSE**

Application of Vermont's Fair Housing and Public Accommodations Act under these circumstances violates Wildflower's and its owners' freedom of expression (as well as their freedom from compelled speech or expression) under the Free Speech Clause of the First Amendment to the United States Constitution.



**SEVENTH AFFIRMATIVE DEFENSE**

Application of Vermont's Fair Housing and Public Accommodations Act under these circumstances violates Wildflower's and its owners' freedom of expression (as well as their freedom from compelled speech or expression) under the Free Speech Clause of Article 13 of the Vermont Constitution.

**EIGHTH AFFIRMATIVE DEFENSE**

Application of Vermont's Fair Housing and Public Accommodations Act under these circumstances violates Wildflower's and its owners' freedom of expressive association and freedom of association under the First Amendment to the United States Constitution.

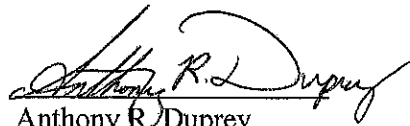
**NINTH AFFIRMATIVE DEFENSE**

Application of Vermont's Fair Housing and Public Accommodations Act under these circumstances violates Wildflower's and its owners' freedom of expressive association and freedom of association under Article 13 of the Vermont Constitution.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiffs have failed to state a claim for punitive damages.

Dated at Middlebury, Vermont this 10<sup>th</sup> day of May, 2012.

  
Anthony R. Duprey  
Neuse, Duprey & Putnam, P.C.  
1 Cross Street  
Middlebury, VT 05753  
Tel: 802-388-7966  
Email: Anthony@NDP-law.com





# EXHIBIT A



WILDFLOWER  
EMAIL

Molly Harris <molly@wildflowerinn.com>

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## I have bad news

3 messages

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Molly Harris <molly@wildflowerinn.com>  
To: Channie Peters <ocpeters@gmail.com>

Fri, Nov 5, 2010 at 12:55 PM

Channie,

I must apologize for not being able to say this over the phone. After our conversation, I checked in with my Innkeepers and unfortunately due to their personal feelings, they do not host gay receptions at our facility. I am so sorry and want to stress it does not reflect my personal or professional views. I am happy to assist you in any fashion through my personal business, [www.greenvermontwedding.com](http://www.greenvermontwedding.com). Please let me know how you would like to proceed. Once again I apologize for your inconvenience!

Warmest Regards, Molly

Amelia (Molly) Harris  
Meetings & Events Director  
The Wildflower Inn & Juniper's Restaurant  
2059 Darling Hill Rd  
Lyndonville, VT 05851  
[molly@wildflowerinn.com](mailto:molly@wildflowerinn.com)  
802-626-8310 ext. 118  
802-321-0364 (cell)

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Channie Peters <ocpeters@gmail.com>  
To: Molly Harris <molly@wildflowerinn.com>

Fri, Nov 5, 2010 at 5:26 PM

Molly, thank you for your prompt conveyance of this information. It surprises me that homophobia is alive and well in what I thought was a progressive state like Vermont. Unfortunately, the innkeepers' bigoted views will deprive them of close to \$45,000 in business, just from us. They must be very committed to their bigotry to allow it to enter their business prospects. Does the Vermont Convention Bureau know about this yet?

It looks like there are many lovely venues in VT so we will have no shortage of good choices. I look forward to talking with you soon.

Thanks for your help.

*Best regards,  
Channie*

(OIFan) Channie Peters  
[ocpeters@gmail.com](mailto:ocpeters@gmail.com)  
206-963-7702

[Quoted text hidden]

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Molly Harris <molly@wildflowerinn.com>  
To: Channie Peters <ocpeters@gmail.com>

Mon, Nov 8, 2010 at 2:01 PM



Channie,

I apologize for not getting in touch with you this weekend. When I got home on Friday, my land line was not in operation and that continued into the evening on Saturday. I do not have cellular reception at my house either. The phone came back on Sunday but my husband is out of town, so I didn't have a moment to break away from my three year old to do any work.

With that said, I am very interested in talking to you, your daughter, and future daughter in-law about helping as your wedding coordinator. As I stated in our phone conversation, I do not in any way share the feelings of my bosses. I agree that their bigotry is nauseating at best and I am considering a job change mostly because of this issue. Turning away valuable business because of the gender of the couple is not an experience I have enjoyed or want to continue in anyway, however the economy being what it is I have to keep this job until I can transition to another.

I was thinking of you last evening when the CBS news covered the New York Marathon, I hope the girls did well and everything turned out great!

Please feel free to call me this evening or continue the conversation over the internet. As well I will call you when I put my son to bed and hopefully it will be a good time to get in touch with you as well.

I am confident we will be able to find you a suitable location for the reception, accommodations and rehearsal dinner. Pigeon Hill in East Berkshire, and the Rabbit Hill in Lower Waterford are both places I would recommend. Lower Waterford is only 20 minutes from Karma Choling and East Berkshire is 1.5 hours, but the owners are two men so I know there will not be an issue, only if they are available! I would also recommend Jay Peak Ski Resort in Jay or Burke Mountain Resort right here in East Burke. I hope this helps, please be in touch at your convenience for further assistance.

Best, Molly

[Quoted text hidden]

