

STATE OF VERMONT  
SUPERIOR COURT  
CIVIL DIVISION

**Katherine Baker, Ming-Lien Linsley,**  
*Plaintiffs,*  
**and**  
**Vermont Human Rights Commission,**  
*Plaintiff-Intervenor*

Caledonia Unit  
Docket No. 183-7-11 CACV

v.

**Wildflower Inn a/k/a DOR Associates LLP,**  
*Defendant*

**Motion to Compel Discovery Responses**

Plaintiffs Katherine Baker and Ming-Lien Linsley served their first set of interrogatories and requests to produce on defendant Wildflower Inn on September 19, 2011, and have yet to receive any responses or objections as required. Following unsuccessful good faith efforts to obtain the defendant's compliance with its discovery obligations – including two extensions of the response deadline – Ms. Baker and Ms. Linsley move to compel responses to their requests pursuant to Vt. R. Civ. P. 37(d), and for restitution of their costs and fees for having to compel responses, as permitted by Vt. R. Civ. P. 37(a)(4).

**I. Procedural History**

Ms. Baker and Ms. Linsley filed this public accommodations act suit in July 2011, alleging in relevant part (1) that the defendant discriminated against them on the basis of their sexual orientation when it refused to host their wedding reception at the Inn, Amended Compl. ¶ 30, (2) that “the owners of the Wildflower Inn have a policy of refusing to allow receptions for civil unions or weddings involving same-sex couples to take place at their resort,” and (3) that the defendant “had previously received complaints about the[] no-gay-reception policy.” *Id.*

¶¶ 21, 22. The defendant denies that it discriminated against Ms. Baker or Ms. Linsley, Answer ¶ 30, and expressly denies that it either has a policy of refusing receptions for civil unions or weddings involving same-sex couples, *id.* ¶ 21, or that the Wildflower Inn has previously received complaints about its anti-gay policies. *Id.* ¶ 22.

On September 19, 2011, Ms. Baker and Ms. Linsley served their first set of discovery requests upon the defendant. These requests were modest, comprising thirty-five interrogatories (counting sub-parts) propounded under Vt. R. Civ. P. 33, and fifteen requests to produce documents under Vt. R. Civ. P. 34.<sup>1</sup> On September 23rd, plaintiffs' counsel emailed a proposed stipulated discovery schedule to defense counsel, but was told in a follow-up telephone call that discussion of a discovery schedule would not take place until out-of-state counsel appeared for the defendant.

Thirty days elapsed without the Wildflower Inn serving responses or objections to Ms. Baker and Ms. Linsley's requests. Instead, the defendant requested an extension of time in which to reply on October 23, 2011 – a request that Ms. Baker and Ms. Linsley granted, moving the defendant's new discovery response deadline to November 7, 2011. Four days before the new deadline, defense counsel emailed plaintiffs' counsel with a settlement offer, but said nothing about the discovery responses. Plaintiffs' counsel responded cordially to settlement discussions, but replied that Ms. Baker and Ms. Linsley would continue to expect the Wildflower Inn's discovery responses on November 7th. On the day of the first extended deadline, the defendant again failed to produce interrogatory responses, responsive documents, or objections to the requests. Plaintiffs' counsel attempted to secure a new discovery deadline, but in an email dated November 15th, counsel for the defendant stated that it believed that “all issues in the case [were] now moot,” and that it would not provide discovery requests until the Court held a status

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<sup>1</sup> The plaintiffs' requests are attached as Appendix A.

conference.<sup>2</sup>

On November 30, 2011, plaintiffs' counsel telephoned the Wildflower Inn's counsel to attempt to secure discovery compliance prior to filing a motion to compel. The attorneys discussed the plaintiffs' motion to amend their complaint, and defense counsel stated that Ms. Baker and Ms. Linsley could pick the new discovery deadline of their choosing, and the defendant would comply. Counsel agreed upon December 12, 2011 as the second extended response deadline.

Nonetheless, on December 12th, the defendant failed to either respond or object to the plaintiffs' discovery requests for the third time. Instead, on the day after the second extended deadline expired, it filed a two-page motion for a status conference that did not address its discovery failures. Because the defendant has refused to participate in discovery, Ms. Baker and Ms. Linsley now move for an order (1) compelling the defendant to respond to their discovery requests and (2) mandating that the defendant pay Ms. Baker and Ms. Linsley's costs and fees for having to file this motion.

## **II. The Plaintiffs are Entitled to an Order Compelling Responses to their Requests**

A party to a lawsuit “may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action.” Vt. R. Civ. P. 26(b)(1). “The key phrase in this definition – ‘relevant to the subject matter involved in the pending action’ – has been construed broadly to encompass any matter that bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case.” *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978) (interpreting identical Fed. R. Civ. P. 26) (internal citations omitted). Interrogatories may be served “upon any other party with or after service of the

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<sup>2</sup> No settlement agreement has been reached, and no offer of judgment has been served or accepted.

summons and complaint upon that party,” and “[t]he party upon whom the interrogatories have been served shall serve a copy of the answers, and objections if any, within 30 days after the service of the interrogatories.” Vt. R. Civ. P. 33(a). Similarly, requests for production of documents may be served by a party “on any other party,” and the party served with the requests “shall serve a written response within 30 days after the service of the request,” which response must include any objections to production. Vt. R. Civ. P. 34(a),(b).

A party wishing to avoid uncomfortable discovery revelations may not simply decide that the rules of civil procedure do not apply to it. Rule 37(d) exists to “take care of the situation where a party has not merely declined to answer specific questions or requests but has declined to participate in discovery at all.” Vt. R. Civ. P. 37(d) reporter’s notes. Under that rule, this Court may compel a litigant that has failed “to serve answers or objections to interrogatories submitted under Rule 33,” or failed “to serve a written response to a request for production or inspection submitted under Rule 34” to follow the rules and furnish discovery responses or appropriate objections to discovery requests. For purposes of Rule 37, “[i]t is not necessary for defendants to explicitly refuse to produce documents in order to be found to have failed to permit discovery. If a party ignores requests or engages in delaying tactics, but doesn’t explicitly refuse, or even agrees, to produce discovery, sanctions pursuant to Rule 37 are still proper.” *Kelly v. City of New York*, No. 01-cv-8906, 2007 WL 1746912, at \*2 (S.D.N.Y. June 15, 2007) (interpreting identical Fed. R. Civ. P. 37).

The Wildflower Inn’s behavior in this case is a straightforward example of refusal to participate in discovery that merits a corrective order from this Court. Ms. Baker and Ms. Linsley tendered their combined interrogatories and requests to produce on September 19, 2011. The plaintiffs failed to respond within the thirty day time limit, instead requesting an extension after their responses were due. Ms. Baker and Ms. Linsley granted an extension, only to be later

notified by the defendant that it did not intend to respond to discovery requests. Comporting with Vt. R. Civ. P. 26(h)'s meet-and-confer requirement, the plaintiffs extended the defendant the courtesy of an additional deadline extension, in no small part upon defense counsel's promise that the defendant was not trying to game the discovery process. That additional extended deadline brought no responses or objections.<sup>3</sup> Instead, after the deadline had passed, the Wildflower Inn filed a cursory motion for a status conference declaring its belief that the litigation is moot because it has tendered a settlement offer that *it thinks* should be satisfactory to Ms. Baker and Ms. Linsley, even though they have expressly rejected it. This is insufficient to forestall corrective action from this Court.

### **III. The Defendant's Claim of Mootness is False and Insufficient to Delay Discovery**

Further, the Wildflower Inn's claim of mootness falls short of explaining to the Court why it has unilaterally excused itself from Vermont's rules of procedure. Mootness occurs when "the issues presented are no longer live or the parties lack a legally cognizable interest in the outcome." *Houston v. Town of Waitsfield*, 2007 VT 135, ¶ 5 (mem.) (internal quotation omitted). If the defendant wishes to concede the liability phase of the litigation, then the question of relief owed the plaintiffs remains. Ms. Baker and Ms. Linsley retain as much interest in their requested relief as any other litigants, and it is no defense to a Rule 37 motion to claim that discovery responses must only be provided in the event that they bear on damages. *E.g., Jobe O. v. Pataki*, No. 03-cv-8331, 2007 WL 844707, at \*\*1, 3 (S.D.N.Y. Mar. 15, 2007) (granting plaintiffs' Rule 37 motion to compel over New York governor's objection that "he was named by the defendants so that they might obtain injunctive relief" where the governor "has failed to explain why neither

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<sup>3</sup> In any event, the time for objection has now passed. A party's refusal to participate in discovery "may not be excused on the ground that the discovery sought is objectionable" unless the party failing to act has moved for a protective order within its discovery response deadline. Vt. R. Civ. P. 37(d). The defendant has not done so.

his objections to the plaintiffs' discovery demands nor his motion for a protective order was made timely").

The defendant's claim of mootness also rings hollow given the scale of facts that remain in dispute, notwithstanding its concession that it agrees with "several" of the plaintiffs' allegations. For instance, Ms. Linsley and Ms. Baker have alleged that the Wildflower Inn has a policy of turning away events relating to civil unions or marriages involving same-sex couples, Amended Compl. ¶ 21, and that it had previously received complaints about its no-gay-reception policy. *Id.* ¶ 22. The defendant unqualifiedly denies these allegations, *see* Answer ¶¶ 21, 22, yet the plaintiffs are aware of a same-sex couple who were turned away by the defendant in 2005, and complained to the Vermont Human Rights Commission about the incident. *See* Affidavit of Susan Parker (attached as Appendix B).

The defendant has also represented to this Court that its events manager did not refuse Ms. Linsley and Ms. Baker service "because the Defendant has such a[n anti-gay] policy, but for reasons that are known perhaps only to the Event Coordinator." Def.'s Mot. for Status Conf. ¶ 3. Susan Parker's experience belies the defendant's wonderment at how the discrimination here came to pass. In 2005, Wildflower Inn co-owner James O'Reilly himself discouraged Ms. Parker from holding her civil union reception at the Inn, explaining to her that "he thought that civil union receptions were not compatible with the Inn's 'family atmosphere,'" and "that other inns and resorts in Vermont would host" the Parkers' reception, and that they "should try contacting one of those places." Parker Aff. ¶¶ 3, 7.

These facts directly contradict the defendant's filings in this Court, and give Ms. Linsley and Ms. Baker good reason to have serious misgivings about the Wildflower Inn's ability and willingness to curb its discrimination in response to their suit. Plaintiffs – and this Court – need not take the defendant's word as conclusive proof that it will conform its behavior to the law.

*E.g., City of Mesquite v. Aladdin's Castle, Inc.*, 455 U.S. 283, 289 (1982) (“[A] defendant’s voluntary cessation of a challenged practice does not deprive a . . . court of its power to determine the legality of the practice.”). Instead, discovery provides a means of developing a factual record on which the Court may determine the proper scope of declaratory and injunctive relief that will curtail the Wildflower Inn’s pattern and practice of discriminating against lesbian and gay customers.

It would be difficult for the Court to fashion appropriate relief based solely on the facts alleged in a complaint, or based only upon the terms on which a defendant prefer to settle a claim. When a litigant “asks a court to become its partner in enforcement by imposing wide-ranging injunctive remedies on a defendant, enforced by the formidable judicial power of contempt, the court, and the public, need some knowledge of what the underlying facts are: for otherwise, the court becomes a mere handmaiden to a settlement privately negotiated on the basis of unknown facts.” *S.E.C. v. Citigroup Global Markets Inc.*, No. 11-cv-7387, 2011 WL 5903733, at \*4 (S.D.N.Y. Nov. 28, 2011) (internal footnote omitted). *Cf. Chrysler Corp. v. Makovec*, 157 Vt. 84, 89 (1991) (explaining that discovery “allows parties to acquire the fullest knowledge of relevant facts so that cases are decided by what the facts reveal, not by what facts are concealed.”) (internal quotation omitted). The defendant’s attempt to skirt its discovery obligations by simply declaring the case over merits nothing but the compulsion of discovery responses and the payment of the plaintiffs’ costs and fees for having been forced to bring this motion.

#### **IV. The Defendant Has Failed to Show That the Discovery Requests at Issue are Unduly Burdensome**

Lastly, the Wildflower Inn's single-sentence request that the Court issue "limiting instructions as to the issues still pending," on the basis that Ms. Baker and Ms. Linsley's discovery requests are "burdensome to produce" falls far short of excusing it from production. Vt. R. Civ. P. 26(c) permits the Court, "for good cause shown," to control the manner and scope of discovery "which justice requires to protect a party or person from . . . or undue burden or expense." However, the party seeking such an order "has the burden of showing that good cause exists for issuance of that order. It is equally apparent that the obverse also is true, *i.e.*, if good cause is not shown, the discovery materials in question should not receive judicial protection." *Gambale v. Deutsche Bank AG*, 377 F.3d 133, 142 (2d Cir. 2004) (internal quotation omitted) (interpreting identical Fed. R. Civ. P. 26(c)). General allegations of harm "unsubstantiated by specific examples or articulated reasoning fail to" merit protection under Rule 26(c); instead, "[t]he party opposing disclosure must make a particular and specific demonstration of fact showing that disclosure would result in an injury sufficiently serious to warrant protection." *In re Parmalat Securities Litigation*, 258 F.R.D. 236, 244 (S.D.N.Y. 2009).

The defendant has not bothered to identify for the Court which of the plaintiffs' short set of requests that it alleges are burdensome, much less quantified the burden associated with responding to any such requests amounting to good cause for an order curtailing discovery. Absent a showing of good cause, the Inn is not entitled to any restriction on the plaintiff's propounded discovery requests and its request must be turned aside.

### III. Conclusion

Because the defendants have refused to participate in discovery in contravention to Vt. R. Civ. P. 37(d), Ms. Baker and Ms. Linsley's motion to compel discovery responses should be granted, and the defendants should be made to pay the plaintiffs' costs in bringing this motion in accordance with Vt. R. Civ. P. 37(a)(4).

Respectfully submitted,

\_\_\_\_\_/s/\_\_\_\_\_  
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*Counsel for Katherine Baker and Ming-Lien Linsley*  
December 22, 2011

### **Vt. R. Civ. P. 26(h) Certification of Attempt to Resolve Discovery Dispute**

1. My name is Dan Barrett, and I am counsel for the plaintiffs in this action.
2. I served the plaintiffs' first set of interrogatories and requests to produce on the defendant, Wildflower Inn a/k/a DOR Associates LLP, by first class mail on September 19, 2011.
3. I filed a discovery certificate to that effect with the Court on the same day.
4. On September 23, 2011, I emailed a proposed discovery schedule to Norman Smith, counsel for the Inn.
5. After receiving no response, I telephoned Mr. Smith shortly thereafter to discuss entering into a stipulated discovery schedule.
6. Mr. Smith demurred, and stated that he wanted to wait until out-of-state counsel appeared in the case.
7. On or about October 23, 2011, I was contacted by telephone by John Anthony Simmons, counsel for the defendant admitted pro hac vice.
8. In relevant part, Mr. Simmons requested an extension to the plaintiffs' then-overdue discovery requests.
9. We also discussed trying to resolve the litigation by agreement, and Mr. Simmons promised to tender a settlement offer.
10. On October 25, 2011, I consented in writing to a two-week extension to the response deadline, thereby extending it to November 7, 2011.
11. On November 3, 2011, Mr. Simmons emailed me the defendant's settlement offer. His email made no mention of the defendant's discovery responses.
12. On November 3, 2011, I replied to his email and stated, in relevant part, that plaintiffs would continue to expect the defendant's discovery responses on November 7th as agreed.
13. On Monday, November 7, 2011, Mr. Simmons replied that he viewed settlement discussions as taking the place of discovery.
14. At no time did I agree to suspend discovery while discussing settlement.

15. On November 10, 2011, I emailed Mr. Simmons, rejected the defendant's offer, and explained what the plaintiffs would look for in an acceptable offer. Because the defendant had failed to tender its discovery requests by November 7th as agreed, I asked Mr. Simmons to propose a new date by which his client could comply with its discovery obligations.
16. I did not hear from Mr. Simmons until November 15th, when he emailed and stated, in relevant part, that "it is our position that all issues in the case are now moot," and "submission of our answers to your discovery requests will wait until" after a status conference.
17. On November 30, 2011, I telephoned Mr. Simmons to discharge my Vt. R. Civ. P. 26(h) obligation to confer with opposing counsel and attempt to resolve discovery disputes prior to moving to compel.
18. During that conversation, I discussed the plaintiffs' motion to amend their complaint with Mr. Simmons, who stated that he had not read the motion to amend or the proposed second amended complaint.
19. I also expressly identified the new allegations in the proposed second amended complaint, and told Mr. Simmons that additional information showing the Wildflower Inn's longstanding pattern and practice of discrimination had been uncovered since the suit was filed.
20. Mr. Simmons stated that "it sounds like some discovery is necessary," and asked for another extension of the deadline for defendants to respond to the plaintiffs' first set of discovery requests.
21. Mr. Simmons told me to "pick any date" by which the plaintiffs would like to receive discovery responses, and that he would provide responses by that date, because his client had already been working on responses.
22. Mr. Simmons and I agreed upon Monday, December 12, 2011 as the new deadline for the defendants' responses, in part out of consideration of his personal travel plans.
23. December 12th came and went without discovery responses or objections from the defendants.
24. On December 13, 2011, I emailed Mr. Simmons and asked whether I could expect to receive the defendants' responses that day, because they were overdue once again.
25. On December 14, 2011, Mr. Simmons responded by emailing me a copy of the motion for a status conference dated December 13th, including its attached exhibits consisting of selected correspondence between counsel containing settlement discussions.

26. Seeing that Mr. Simmons had once again failed to abide by a promise, I concluded that a third attempt to confer with him by telephone to obtain compliance with our rules of civil procedure would be fruitless, and I filed the above motion.

I certify pursuant to Vt. R. Civ. P. 11 that the above statements are true to the best of my knowledge.

\_\_\_\_\_/s/\_\_\_\_\_  
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*Counsel for Katherine Baker and Ming-Lien Linsley*  
December 22, 2011

CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2011, I served the plaintiffs' motion to compel discovery responses, and its attached exhibits, by means of postage-prepaid first class mail upon:

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December 22, 2011

## **Appendix A**

Ms. Baker and Ms. Linsley's First Set of Discovery Requests

STATE OF VERMONT  
SUPERIOR COURT  
CIVIL DIVISION

**Katherine Baker and Ming-Lien Linsley,**  
*Plaintiffs*

v.

Caledonia Unit  
Docket No. 183-7-11 CACV

**Wildflower Inn a/k/a DOR Associates LLP,**  
*Defendant*

**Plaintiffs' First Set of Discovery Requests**

Katherine Baker and Ming-Lien Linsley propound the following interrogatories and requests to produce, which they ask defendant Wildflower Inn a/k/a DOR Associates LLP to respond to in the manner, form and within the time limits set by Vt. R. Civ. P. 33 and 34. All responsive electronic materials (including e-mail and calendar notes) must be furnished to the plaintiffs in electronic form, as required by Vt. R. Civ. P. 34(b).

**Interrogatories**

1. Please state the names and contact information of any witness - including any expert witness - whose testimony the defendant intends to rely upon.
2. With respect to any expert opinion that defendant intends to rely upon, please state:
  - (a) the name and curriculum vitae of the person who will testify as to that opinion,
  - (b) the opinion that will be adduced, in detail,
  - (c) the substance of facts underlying that opinion, including, but not limited to, any pertinent facts without which the expert would not have reached the opinion to be proffered, correlating each fact to the opinion that it supports, and
  - (d) a summary of the grounds for the opinion (operative principles in the witness's field of expertise which when applied to the facts disclosed result in the disclosed opinion).
3. Please state the name and contact information for the employees who have served as Wedding and Events Director or comparable position at the Wildflower Inn for the past ten years. This includes any employee with a different job title whose job responsibilities included corresponding with potential customers interested in planning a wedding or special event at the Wildflower Inn, the Stepping Stone Spa, or any other affiliated businesses.

4. Please state the name and contact information for the employees who served as Wedding and Events Director or comparable position at the Stepping Stone Spa for the past ten years. This includes any employee with a different job title whose job responsibilities included corresponding with potential customers interested in planning a wedding or special event at the Wildflower Inn, the Stepping Stone Spa, or any other affiliated businesses.
5. Please state the number of rooms for rent at the Wildflower Inn for each of the past ten years.
6. Please state the annual gross revenues for the Wildflower Inn for the past ten years.
7. Please state the annual net revenues for the Wildflower Inn for the past ten years.
8. Please state the number of employees at the Wildflower Inn each year for the past ten years.
9. Please state the number of employees at the Wildflower Inn each year for the past ten years who are not related to the owners of the Wildflower Inn.
10. Please state the number of wedding, civil union, or commitment ceremony receptions held at the Wildflower Inn and/or Stepping Stone Spa each year for the past 10 years.
11. Please state the number of special events other than wedding, civil union, or commitment ceremony receptions held at the Wildflower Inn and/or Stepping Stone Spa each year for the past 10 years.
12. Please state the number of wedding, civil union, or commitment ceremony receptions held at the Wildflower Inn and/or Stepping Stone Spa each year for the past 10 years involving same-sex couples.
13. Please state the number of special events other than wedding, civil union, or commitment ceremony receptions held at the Wildflower Inn and/or Stepping Stone Spa each year for the past 10 years involving same-sex couples.
14. Please state whether the Wildflower Inn and/or Stepping Stone Spa have a policy or practice of declining to host wedding, civil union, or commitment ceremony receptions for different-sex couples.
15. Please state whether the Wildflower Inn and/or Stepping Stone Spa have a policy or practice of declining to host wedding, civil union, or commitment ceremony receptions for same-sex couples.
16. Please state whether the Wildflower Inn and/or Stepping Stone Spa have a policy or practice of declining to host wedding, civil union, or commitment ceremony receptions for non-Christian couples.

17. Please state whether the Wildflower Inn and/or Stepping Stone Spa have a policy or practice of declining to host any types of wedding, civil union, or commitment ceremony receptions for interfaith couples.
18. Please state whether the Wildflower Inn and/or Stepping Stone Spa have a policy or practice of declining to host any types of wedding, civil union, or commitment ceremony receptions for couples in which one or both partners has been divorced.
19. Please state whether the defendant is, or was during any time in the last ten years, a religious organization, association, or society, and if so:
  - (a) please describe said religious organization, association, or society, including its name and address,
  - (b) please state the date on which the defendant became a religious organization, association, or society, and
  - (c) if applicable, please state the date on which the defendant ceased to be a religious organization, association, or society.
20. Please state whether the defendant is a nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, and if so:
  - (a) please describe said nonprofit institution or organization, including its name and address,
  - (b) please state the date on which the defendant became operated, supervised, or controlled by the religious organization, association, or society, and
  - (c) if applicable, please state the date on which the defendant ceased to be operated, supervised, or controlled by the religious organization, association, or society.
21. Please identify all the types of wedding, civil union, or commitment ceremony receptions that the Wildflower Inn and/or Stepping Stone Spa would decline to host and/or have objections to hosting because of religious reasons.
22. Please state the total number of requests to host wedding receptions, civil union receptions, or any other events that the Wildflower Inn and Stepping Stone Spa have declined because of religious objections.
23. For each incident counted above, please state:
  - (a) the nature and proposed date(s) of the reception or event, and
  - (b) the religious objection.

## **Requests for Production**

24. Please produce all documents referenced in or relied upon in answering any of the interrogatories above.
25. Please produce any and all statements, and/or documents concerning such statements, given by the defendant, its owners, agents, or employees concerning the incident(s) alleged in the complaint, including any interview or other statement given by defendant or its owners, employees, or agents to any and all websites, newspapers, publications, radio and TV broadcasts, advertisements and publications.
26. Please produce all documents (including but not limited to e-mails, telephone messages, or calendar notes) setting forth the job description and duties of the Wedding and Events Director or comparable position.
27. Please produce all documents (including but not limited to e-mails, telephone messages, or calendar notes) related to requests from same-sex couples to have a wedding, civil union, or commitment ceremony reception or other special event at the Wildflower Inn or Stepping Stone Spa.
28. Please produce all documents (including e-mails, telephone messages, or calendar notes) related to the Wildflower Inn and Stepping Stone Spa's policy or practices with respect to hosting wedding, civil union, or commitment ceremony receptions or other special events for same-sex couples.
29. Please produce all documents related to communications (including communications internal to the Wildflower Inn and Stepping Stone Spa, between the owners of the Wildflower Inn, and with any third party) regarding the Wildflower Inn and Stepping Stone Spa's policy or practices with respect to hosting wedding, civil union, or commitment ceremony receptions or other special events for same-sex couples.
30. Please produce all documents related to communications between the Wildflower Inn or Stepping Stone Spa and the Vermont Convention Bureau.
31. Please produce all documents concerning any prior complaints that the Wildflower Inn or Stepping Stone Spa discriminated against same-sex couples, regardless of whether the Wildflower Inn agrees with the allegations in those complaints. Your response should include, but not be limited to, documents concerning complaints to the Vermont Human Rights Commission.
32. Please produce all documents supporting the defendant's assertion that the Wildflower Inn or Stepping Stone Spa does not have a policy of discriminating against same-sex couples.
33. Please produce all documents supporting the defendant's assertion that hosting a wedding reception for a same-sex couple would impose a substantial burden on it or its owners' free exercise of religion.

34. Please produce all documents supporting the defendant's assertion that hosting a wedding reception for a same-sex couple would compel speech.
35. Please produce all documents supporting the defendant's assertion that hosting a wedding reception for a same-sex couple would infringe upon it or its owners' freedom of association.
36. Please produce all documents concerning every request to host a reception or special event at the Wildflower Inn or Stepping Stone Spa that was declined because of religious objections or concerns of the owners.
37. Please produce all documents demonstrating the ownership of the Wildflower Inn and Stepping Stone Spa for the past ten years.
38. Please produce all documents related to communications (including communications internal to the Wildflower Inn and Stepping Stone Spa, between the owners of the Wildflower Inn, and with any third party) about the wedding of two individuals named "Sara and Gregg," as depicted on the website of *Vermont Vows* magazine in September 2011 (attached).

\_\_\_\_\_/s/\_\_\_\_\_  
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*Counsel for Katherine Baker and Ming-Lien Linsley*  
September 19, 2011

[BRIDE LOGIN](#)

Vermont Vows Magazine » Blog » Real Weddings » *Real Wedding: Sara & Gregg*

09.13.2011

{REAL WEDDINGS , ORANGE, FLORAL, NATURE}

REAL WEDDING: SARA & GREGG



*Reception Site, Catering, Coordination: Wildflower Inn, Floral Design: All About Flowers, Invitations: Papel Vivo, Photography: Kingdom Wedding Photography*

Surrounded by their friends and family, Sara & Gregg tied the knot at the Wildflower Inn--a family oriented Inn located in Lydonville, Vermont. Having visited the venue prior to her wedding day, Sara knew the property well and decided on her color

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palette early. "Once we decided to have our wedding in July, I knew I wanted pops of orange against the bright green hills of the Wildflower Inn. One of the first things I did was pick the perfect shade of orange for the bridesmaids dresses, and everything fell into place from there," Sara said. One unique facet of the wedding was the dessert course: instead of one single cake, Sara and Gregg presented each table with their very own wedding cake, totaling 20 cakes in all!

The striking orange and brown of Sara's bouquet and the images that emerged from the wedding, heartily reflect the couple's love of nature, of family and of each other. With breathtaking views of the Northeast Kingdom and mountainous terrain, the Wildflower Inn is a unique location to host a wedding as it's beauty sprawls through the rolling hills and beyond Inn itself.

A tip from Sara for other soon-to-be-brides:

Choose a couple of details to focus on, and try to let go of the idea that everything can be perfect. You'll drive yourself crazy trying to control everything, and the day is so much more fun if you know what's really important and what's not. I focused most of my energy on finding the right DJ, the right venue, and the right beer and wine to serve at the reception. Those things made the day special!

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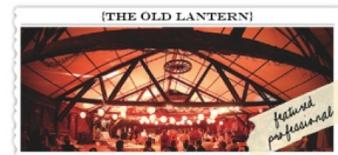
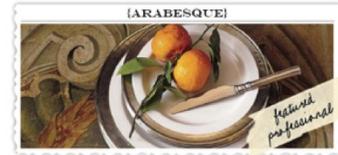
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## **Appendix B**

Affidavit of Susan Parker Attesting to the Defendant's Pattern of Discrimination

STATE OF VERMONT  
SUPERIOR COURT  
CIVIL DIVISION

**Katherine Baker, Ming-Lien Linsley,**  
*Plaintiffs,*  
**and**  
**Vermont Human Rights Commission,**  
*Plaintiff-Intervenor*

Caledonia Unit  
Docket No. 183-7-11 CACV

v.

**Wildflower Inn a/k/a DOR Associates LLP,**  
*Defendant*

**Affidavit of Susan Parker**

1. My name is Susan Parker, and I am a resident of Walden, Vermont.
2. On January 14, 2005 I contacted James O'Reilly, owner of the Wildflower Inn in Lyndonville, Vermont, about holding the reception for the civil union between my partner and I at the Inn.
3. O'Reilly told me that the Inn was not seeking out civil union reception business, because he thought that civil union receptions were not compatible with the Inn's "family atmosphere."
4. I told him that my partner and I were looking at the Wildflower Inn to host our reception because we are a family, and we have a lot of friends, gay and straight, with kids, and that we thought that the Inn would be a great place for everyone to gather and celebrate our union.
5. O'Reilly told me that if we had our hearts set on holding the reception there, then he would sit down and talk to us about it, but that he would not put his heart into the reception and that he didn't think that we would want that.

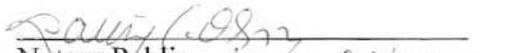
6. When I asked him why he did not like civil unions, he explained that he was Catholic, and that he tolerated civil unions but didn't "believe" in them.
7. O'Reilly said that other inns and resorts in Vermont would host our civil union reception, and that my partner and I should try contacting one of those places.

Affirmed under penalty of perjury and subscribed at St. Johnsbury,  
Vermont, this 20 day of December, 2011.

  
\_\_\_\_\_  
Susan Parker

State of Vermont  
Caledonia County

At St. Johnsbury in this county on this 20<sup>th</sup> day of  
December, 2011, Susan Parker personally appeared before me and affirmed under  
penalty of perjury the truth of what is set forth above.

  
\_\_\_\_\_  
Notary Public Pauline C. Olszowy  
Commission Expires 2.10.2015