

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

Third Amended Complaint

1. Plaintiffs Katherine Baker and Ming-Lien Linsley bring this action against Defendant, the Wildflower Inn a/k/a DOR Associates LLP (the “Wildflower Inn” or “Defendant”), for symbolic and punitive damages, and declaratory and injunctive relief to halt and correct Defendant’s discriminatory policy of denying equal services and accommodations to same-sex couples in violation of Vermont’s Fair Housing and Public Accommodations Act, Vt. Stat. Ann. tit. 9, § 4500, *et seq.*

Parties

2. Plaintiffs Katherine Baker and Ming-Lien Linsley are residents of Kings County, New York.
3. Defendant Wildflower Inn is the trade name for a business located at 2059 Darling Hill Road, Lyndonville, VT 05851. The Wildflower Inn trade name is registered with the Vermont Secretary of State under file number 0126546.
4. DOR Associates LLP is a limited liability partnership located at 2059 Darling Hill Road, Lyndonville, VT 05851. DOR Associates LLP owns and operates the inn located at that address. DOR Associates LLP is registered with the Vermont Secretary of State under the file number 0000250.

5. The Partners of DOR Associates LLP are James P. O'Reilly, Mary O'Reilly, and Richard J. Downing.
6. Richard J. Downing also owns the Stepping Stone Spa and Wellness Center ("the Stepping Stone Spa"), which is located adjacent to the Wildflower Inn.
7. On information and belief, the Wildflower Inn and the Stepping Stone Spa are situated on land owned by Richard J. Downing.

Jurisdiction and Venue

8. This Court has jurisdiction under Vt. Stat. Ann. tit. 9, § 4506 to redress violations of the Fair Housing and Public Accommodations Act.
9. Venue is proper in this Court pursuant to Vt. Stat. Ann. tit. 9, § 4506(a) and *id.* tit. 12, § 402(a) because Defendant is located in Caledonia County, Vermont, and the violations of the Fair Housing and Public Accommodations Act occurred there.

Facts

The Wildflower Inn

10. The Wildflower Inn describes itself as an "award winning Vermont Country Resort," with 24 rooms and suites, six meeting rooms, a batting cage and tennis court, an on-site spa, and a public restaurant. <http://wildflowerinn.com/about/default.shtml>.
11. The Wildflower Inn advertises itself as open to the general public. One of the resort's slogans is "Four Seasons for Everyone!"
12. On its website, the Wildflower Inn advertises that it has been featured in articles and reviews by: National Geographic Traveler, Boston Magazine, Yankee Magazine, Bing Travel, The Boston Globe, Montreal Gazette, Vermont Magazine, Bloomberg.com, Trip

Advisor, World Travel Guide, USA Today, and Travel & Leisure.

13. According to Manta.com, the Wildflower Inn has an annual revenue of between \$2.5 and \$5 million.
14. As of January 2011, the Wildflower Inn had 50 employees according to Dunn & Bradstreet, Inc.

Kate and Ming's Wedding Reception

15. Kate and Ming became engaged to be married on October 8, 2010. They planned to have a traditional Buddhist wedding ceremony at a religious retreat, followed by a secular reception at a nearby venue for family and friends.
16. Ming's mother, Channie Peters, contacted the Vermont Convention Bureau (the "VCB") for help in finding a venue for the wedding reception. The VCB is a division of the Lake Champlain Regional Chamber of Commerce.
17. The VCB advertises that Vermont is "the perfect wedding destination." The VCB's website provides the following message:

Whether the dream entails a wedding reception in a sun-dappled meadow, a romantic country inn, or on a vintage cruise boat, Vermont's exceptional venues invite an unforgettable day with family and friends. Accommodation choices include quaint bed and breakfasts, beautiful inns, full-service hotels, four-season resorts and condominiums. So there's something sure to delight every member on the guest list. The helping hand of the Vermont Convention Bureau adds much to a wedding plan, providing the expertise, creativity and passion for Vermont weddings that can help transform a special day into a lifetime of memories.

http://www.vermontmeetings.org/Vermont_Wedding/index.asp.

18. On October 20, 2010 a representative from the VCB e-mailed Channie to inform her that he would soon be sending out a request for proposals to the VCB's membership list for venues willing to host their "[w]edding reception and lodging."

19. The Wildflower Inn was one of the venues that received the request for proposals from the VCB.

20. On October 29, 2010, Channie received an e-mail from the Meeting and Events Director for the Wildflower Inn. The e-mail stated:

I received this referral from the Vermont Convention Bureau and wanted to follow up on your request for a reception location. I am so happy you are looking at Vermont as a location for your wedding and reception, there are few places left in America with the unspoiled beauty and tranquility as Vermont. What better way to start a life together than in a place such as that! The Wildflower Inn would be the perfect location to showcase a “rustic” and “Classic Country” occasion. We have a 500 acre estate available to your guests with walking, biking and hiking trails right out the door of your room. We also have a heated, in-ground pool, batting cage, tennis court and jacuzzi for guests to enjoy while getting ready for the party. You could not offer a better “destination wedding” location for your guests.

The e-mail also noted that the Wildflower Inn could provide transportation for guests to and from the Buddhist center where the actual wedding would take place.

21. Based on the information received by Channie in response to the requests for proposals and the resort’s website, Kate and Ming were excited about having their reception at the Wildflower Inn.

22. On November 5, 2010, Channie spoke by phone with the Meeting and Events Director to discuss additional details about planning Kate and Ming’s reception at the Wildflower Inn. During the conversation, the Meeting and Events Director made a reference to “the bride and groom,” and Channie clarified that the reception would involve two brides.

23. Approximately five minutes after the conversation ended, the Meeting and Events Director sent Channie an e-mail with the subject title: “I have bad news.” The e-mail stated, in relevant part: “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.”

The Wildflower Inn’s Policy Against Providing Equal Services to Same-Sex Couples

24. On information and belief, the owners of the Wildflower Inn have a policy of refusing to provide equal services to same-sex couples who seek to hold wedding or civil union receptions at their resort.
25. On information and belief, Defendant’s policy and practice of discriminating against same-sex couples seeking to hold wedding or civil union receptions had been in place for many years before the Wildflower Inn hired the Meeting and Events Director who communicated with Ms. Peters.
26. On information and belief, the Wildflower Inn has enforced its discriminatory policy and practice by, among other things, discouraging same-sex couples from holding wedding or civil union receptions at the facilities, telling same-sex couples seeking to hold wedding or civil union receptions at the facility that the Wildflower Inn will be unable to provide the same quality of services it would be able to provide to different-sex customers, and refusing to return phone calls or other inquiries from prospective customers seeking to hold wedding or civil union receptions for same-sex couples at the resort.
27. On information and belief, the owners of the Wildflower Inn informed the Meeting and Events Director that they had previously received complaints about their discriminatory policy, but they believed that their policy was lawful.
28. On information and belief, during the same 12-month period in which the Meeting and Events Director refused to allow Ming and Kate to hold their reception at the resort, 5the Meeting and Events Director also turned away at least two other same-sex couples pursuant to Defendant’s discriminatory policy and practice.

29. After the initial complaint was filed in this Action, the owners of the Wildflower Inn issued a statement to the press confirming that they have a policy of discriminating against same-sex couples seeking to hold a wedding or civil union reception at the facilities. In the statement, the owners of the Wildflower Inn stated that “our Wedding Coordinator did not handle the couple’s request in the manner that it should have been,” but the owners of the Wildflower Inn reaffirmed that “[w]e do not . . . feel that we can offer our personal services wholeheartedly to celebrate the marriage between same sex couples because it goes against everything that we as Catholics believe in.” (emphasis added).

The Wildflower Inn’s Coordination and Affiliation with the Stepping Stone Spa

30. The Wildflower Inn has long marketed itself as being affiliated with the Stepping Stone Spa, which is adjacent to the Wildflower Inn and owned by at least one of the owners of the Wildflower Inn. The Wildflower Inn has advertised and sold spa “packages” for services at both the Wildflower Inn and Stepping Stone Spa facilities.

31. In or around May 2011, the Wildflower Inn announced on its website that it would no longer hold wedding receptions or special events. The website directed prospective customers seeking weddings and special events to instead contact the Stepping Stone Spa. According to the website: “The Wildflower Inn is no longer hosting weddings or special events. We would like to refer you to the Stepping Stone Spa and their beautiful pavilion. The inn is available for lodging for your special function.”

32. On information and belief, despite the Wildflower Inn’s representation that it no longer hosts weddings and special events, weddings have continued to take place at the Wildflower Inn and/or Stepping Stone Spa since May 2011. For example, according to

the September 13, 2011 edition of Vermont Vows, the Wildflower Inn provided a reception site, catering, and coordination for a wedding reception that took place in July 2011.

Cause of Action: Violation of Fair Housing and Public Accommodations Act

33. Plaintiffs reassert and incorporate by reference all the preceding paragraphs of this Complaint.
34. One of the purposes of Vermont's Fair Housing and Public Accommodations Act is to prevent the stigmatizing injury and deprivation of personal dignity that accompany denials of equal access to public establishments.
35. Since 1992, Vermont law has prohibited public accommodations from refusing to provide goods and services based on a person's sexual orientation. *See An Act Relating to Discrimination on the Basis of Sexual Orientation, 1991, No. 135 (Adj. Sess.), § 2.*
36. Under Vermont law, a "place of public accommodation" is "any school, restaurant, store, establishment or other facility at which services, facilities, goods, privileges, advantages, benefits or accommodations are offered to the general public." Vt. Stat. Ann. tit. 9, § 4501(a).
37. The Wildflower Inn is a public accommodation under § 4501(a).
38. Under Vermont law, "[a]n owner or operator of a place of public accommodation or an agent or employee of such owner or operator shall not, because of the race, creed, color, national origin, marital status, sex, sexual orientation, or gender identity of any person, refuse, withhold from, or deny to that person any of the accommodations, advantages, facilities, and privileges of the place of public accommodation." *Id.* § 4502(a).
39. On November 5, 2010, the Wildflower Inn refused, withheld from, and denied the

“accommodations, advantages, facilities, and privileges of a place of public accommodation” because of sexual orientation when the resort’s agent turned away Kate and Ming because the owners “do not host gay receptions at our facility.”

40. On information and belief, in turning away Kate and Ming, the resort’s agent was acting pursuant to the Defendant’s longstanding policy and practice of refusing to provide equal services to same-sex couples with respect to wedding and civil union receptions. The owners of the Wildflower Inn bear direct responsibility for communicating this policy to the resort’s agents and for enforcing the policy and practice over a period of many years.
41. Defendant’s policy and practice of discouraging same-sex couples from holding wedding receptions or civil unions at the facilities, telling such couples that the resort will not be able to provide the same quality of services, and/or refusing to return phone calls or inquiries from such customers constitutes a discriminatory denial and withholding of the “accommodations, advantages, facilities, and privileges of a place of public accommodation,” in violation of Vt. Stat. Ann. tit. 9, § 4502.
42. The Vermont legislature created two narrow exemptions to the public accommodations statute that apply to (a) hotels with five or fewer rooms and (b) religious organizations. The Wildflower Inn does not qualify for either of these exemptions.
43. The Wildflower Inn does not qualify for the statutory exemption in Vt. Stat. Ann. tit. 9, § 4502(d). That section allows the owner or operator of “an inn, hotel, motel or other establishment which provides lodging to transient guests, and which has five or fewer rooms for rent” to “restrict[] such accommodation on the basis of sex or marital status.” The exemption in § 4502(d) does not apply because the Wildflower Inn has more than five rooms for rent and because plaintiffs were discriminated against on account of sexual orientation.

44. The Wildflower Inn does not qualify for the statutory exemption in § 4502(I). That section allows “a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization” to discriminate against persons seeking goods or services “related to the solemnization of a marriage or celebration of a marriage.” Section 4502(I) does not apply because the Wildflower Inn is not a religious organization or a non-profit institution that is operated, supervised, or controlled by or in conjunction with a religious organization. To the contrary, the Wildflower Inn is a privately owned, for-profit, multi-million-dollar business.
45. Under Vermont law, the “personal feelings” of individual business owners who operate public accommodations do not authorize those owners to deny goods or services based on a person’s race, creed, color, national origin, marital status, sex, sexual orientation, or gender identity.
46. As a result of Defendant’s violation of the Fair Housing and Public Accommodations Act, Kate and Ming have suffered the stigmatizing injury and deprivation of personal dignity that accompany denials of equal access to public establishments.
47. On information and belief, although the Wildflower Inn asserts that it does not have a “no gay receptions” policy, Defendant intends to continue evading the requirements of the Fair Housing and Public Accommodations Act by, among other things, discouraging same-sex couples from holding wedding receptions or civil unions at the facilities, telling such couples that the resort will not be able to provide the same quality of services, and/or refusing to return phone calls or inquiries from such customers.
48. On information and belief, although the Wildflower Inn purports to have stopped hosting wedding receptions and other special events, Defendant intends to continue enforcing

their discriminatory policy and practice at the Wildflower Inn and/or its affiliated business at the Stepping Stone Spa.

49. Pursuant to Vt. Stat. Ann. tit. 9, § 4506(a), Kate and Ming have been “aggrieved by a violation of” the public accommodation laws and may bring an action “for injunctive relief and compensatory and punitive damages and any other appropriate relief in the superior court of the county in which the violation is alleged to have occurred.”

Request for Relief

Wherefore, Plaintiffs respectfully request the following relief:

- A. An award of nominal damages in the amount of one dollar (\$1.00);
- B. Punitive damages pursuant to Vt. Stat. Ann. tit. 9, § 4506(a).
- C. A declaration that Defendant violated the Fair Housing and Public Accommodations Act through its policy and practice of discriminating against same-sex couples by, among other things, discouraging same-sex couples from holding wedding or civil union receptions at the facilities, telling same-sex couples seeking to hold wedding or civil union receptions at the facility that the Wildflower Inn will be unable to provide the same quality of services it would be able to provide to different-sex customers, and refusing to return phone calls or other inquiries from prospective customers seeking to hold wedding or civil union receptions for same-sex couples at the resort;
- D. An injunction prohibiting Defendant from enforcing its policy and practice of discriminating against same-sex couples at the Wildflower Inn, the Stepping Stone Spa or any associated business that constitute a public accommodation by, among other things, discouraging same-sex couples from holding wedding or civil union receptions at the facilities, telling same-sex couples seeking to hold wedding or civil union receptions at

the facility that the Wildflower Inn will be unable to provide the same quality of services it would be able to provide to different-sex customers, and refusing to return phone calls or other inquiries from prospective customers seeking to hold wedding or civil union receptions for same-sex couples at the resort;

- E. An order mandating that Defendant pay Plaintiffs' reasonable costs and attorneys' fees pursuant to Vt. Stat. Ann. tit. 9, § 4506(b); and
- F. Any additional relief that the Court deems just and appropriate.

_____/s/_____
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