

**VERMONT SUPERIOR COURT
CALEDONIA UNIT**

**CIVIL DIVISION
DOCKET NO. 187-7-11 CACV**

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

v.

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

ANSWER

Defendant responds to Plaintiffs' Amended Complaint, dated August 5, 2011, as follows:

1. Admitted that Plaintiffs are bringing this action against Defendant. Plaintiffs are left to their proof as to the balance of Paragraph 1.
2. Insufficient information.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Defendant has no knowledge of what this third-party may have reported as Defendant's revenues. Defendant denies that its revenues are actually this high and objects to this allegation as irrelevant to this action.
11. Defendant has no knowledge of what this third-party may have reported as its employees. Defendant denies that its has this many employees and objects to this allegation as irrelevant to this action.

12. Insufficient information.

13. Insufficient information.

14. Insufficient information.

15. Insufficient information.

16. Admitted.

17. Insufficient information. The owners of the Wildflower Inn have not seen this e-mail.

18. Insufficient information. The owners of the Wildflower Inn were not part of the conversation and were not aware of the conversation until they received this Complaint.

19. Insufficient information.

20. The owners of the Wildflower Inn have recently seen a copy of this e-mail.

Defendant's Director of Meetings and Events went on to say in her e-mail to Plaintiffs, "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. The Director solicited the Plaintiffs' business despite agreeing to end her wedding planning business when Defendant hired her.

21. Denied.

22. Denied.

23. Denied.

24. Defendant incorporates herein its responses to Paragraphs 1 through 23.

25. The allegations of Paragraph 25 constitute a legal argument. To the extent they require an answer, they are denied.

26. The allegations of Paragraph 26 constitute a legal argument. To the extent they require an answer, they are denied.

27. Admitted.

28. Admitted.

29. Admitted.

30. Denied.

31. Admitted.

32. Admitted that Plaintiffs have correctly quoted the statute. Defendant denies that it has discriminated against Plaintiffs based on account of sexual orientation.

33. The allegations of Paragraph 33 constitute a legal argument. To the extent they require an answer, they are denied.

34. Denied.

35. Denied that Defendant violated Vermont's Fair Housing and Public Accommodations Act.

36. Denied.

AFFIRMATIVE DEFENSES

A. Defendant does not have a policy of discriminating against same sex couples and never told Amalia "Molly" Harris, its Meetings and Events Director, of such a policy.

B. The Director was never authorized to reject requests from same sex couples; rather, she was to inform the Owners of the Inn, who would then speak with the couple. The Director never told the Owners of the Plaintiffs' request.

C. Plaintiffs' Complaint fails because applying Vermont's Fair Housing and Public Accommodations Act against Defendant in this specific situation, where Defendant would be forced to host expressive events, violates Defendant's and its owners' free-exercise rights under Article 3 of the Vermont Constitution, and the Free Exercise Clause of the First Amendment to the United States Constitution

D. Plaintiffs' Complaint fails because applying Vermont's Fair Housing and Public

Accommodations Act against Defendant in this specific situation, where Defendant would be forced to host expressive events, violates Defendant's and its owners' freedom from compelled speech or expression under the Free Speech Clause of the First Amendment to the United States Constitution and Article 13 of the Vermont Constitution.

E. Plaintiffs' Complaint fails because applying Vermont's Fair Housing and Public Accommodations Act against Defendant in this specific situation, where Defendant would be forced to host expressive events, violates Defendant's and its owners' freedom of expressive association under the First Amendment to the United States Constitution and Article 13 of the Vermont Constitution.

WHEREFORE, Defendant prays for the following relief:

A. Dismissal of Plaintiffs' Amended Complaint;

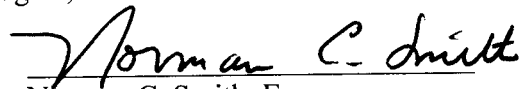
B. That the Court declare Vermont's Fair Housing and Public Accommodations Act unconstitutional under the Vermont Constitution as applied to Defendant under the specific circumstances of this action;

C. That the Court declare Vermont's Fair Housing and Public Accommodations Act unconstitutional under the United States Constitution as applied to Defendant under the specific circumstances of this action;

D. An award of its Attorney's fees and costs; and

E. Such other relief as a Court finds just.

Dated at Essex Junction, Vermont this 22nd day of August, 2011.



Norman C. Smith, Esq.
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802-288-9088

WILDFLOWER
EMAIL

Molly Harris <molly@wildflowerinn.com>

I have bad news

3 messages

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. Please let me know how you would like to proceed. Once again I apologize for your inconvenience!

Warmest Regards, Molly

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

EXHIBIT A