



## Wildflower Inn Timeline

**1997 or 1998**: The Wildflower Inn, a small inn owned and operated by Jim and Mary O'Reilly in Lyndonville, Vt., begins hosting wedding ceremonies and receptions. Jim takes on the coordination role for these events.

**Apr. 2000**: Gov. Howard Dean signs Vermont's civil union bill into law after the state supreme court orders the legislature to provide same-sex couples with "the same benefits and protections afforded by Vermont law to married opposite-sex couples."

**Jan. 2005**: Two women ask Wildflower to host their civil-union ceremony. Jim responds by explaining that he understands the importance of the ceremony to the women and that he would be willing to host the ceremony in compliance with the law. He also honestly discloses that he is a strong Catholic and that hosting the ceremony would conflict with his deeply held religious beliefs.

**May 2005**: The two women file a complaint with the Vermont Human Rights Commission, which launches an investigation into Wildflower's policies and practices.

**Sept. 2005**: The commission issues its final determination finding that Jim acted lawfully and that there were "***no reasonable grounds to believe that Wildflower . . . illegally discriminated . . . in violation of the Vermont Fair Housing and Public Accommodations Act.***"

*\*Approximately five years after the Vermont Supreme Court imposed civil unions on the state, this small, family-owned and -operated business was subjected to an investigation by a state agency for doing nothing more than being honest with a prospective client.*

**Sept. 2005-Apr. 2011**: Following the commission's 2005 determination, Jim and Mary continue their now-approved practice of responding to inquiries regarding same-sex ceremonies or receptions. Jim and Mary instruct their employees to refer such inquiries to Jim, who would follow what he believed to be legal guidance established by the commission's 2005 decision. Upon referral, Jim would express that he was willing to host same-sex ceremonies in compliance with the law, but that, as a Roman Catholic, he believes that marriage is only the union of husband and wife.

**Apr. 2009**: Vermont's legislature overrides Gov. Jim Douglas's veto and enacts same-sex marriage in the state.

**Sept. 2009:** Vermont's same-sex marriage law goes into effect.

**May 2010:** Wildflower hires a local wedding coordinator as its event coordinator in order to free Jim of the time-intensive demands of event planning and coordination. Because that employee's position requires her to receive inquiries about hosting wedding events at Wildflower, Jim and Mary brief her on the 2005 commission finding that approved Wildflower's practices. Jim and Mary then direct her to refer all inquiries about hosting same-sex wedding ceremonies or receptions to Jim so that he can ensure that Wildflower follows the commission's guidance.

**Nov. 2010:** Wildflower's event coordinator responds to an email inquiry from the mother of a woman involved in a same-sex relationship by flatly rejecting their request to host a reception at Wildflower. The employee offers them services through her own wedding-planning business and instructs the couple to call her at home that evening. Despite the employee's claim that she discussed this inquiry with Jim and Mary, she does not consult with either of them. Subsequently, at her deposition, the former employee admits that she was not telling the truth when she told the inquiring individual that she discussed this inquiry with Jim and Mary.

**Mar./Apr. 2011:** Wildflower's event coordinator receives a call from the ACLU about her denial of the same-sex event. She then admits to Jim and Mary that she had turned away the couple and might have created problems for them by doing so. She resigns from her position. Lacking the resources to continue events without an event coordinator, Jim and Mary decide to stop hosting events.

**July 2011:** Plaintiffs sue Wildflower based on the former employee's Nov. 2010 email, *despite never having had any interaction with Jim or Mary and despite the fact that Wildflower had ceased wedding events three months prior to the complaint.*

*\*Less than two years after the state enacts same-sex marriage, a family business is attacked in court for, in essence, merely believing and honestly expressing that marriage is defined only as the lifelong faithful union of one man and one woman.*

**Aug. 2011:** Wildflower's attorneys file an answer to the complaint.

**Oct. 2011:** The Vermont Human Rights Commission moves to intervene.

**Oct. 2011:** Wildflower opposes the commission's motion to intervene.

**Nov. 2011:** Jim and Mary attempt to reach a settlement agreement that would preserve their rights and freedoms while acknowledging responsibility for the former employee's misstatement of Wildflower's policy. Plaintiffs reject that settlement offer and make additional demands well beyond the scope of their claims, including a demand that Wildflower must control the actions of a separately owned and operated *non-party*. While resisting the demands that exceed the scope of plaintiffs' claims, Wildflower offers to pay plaintiffs' reasonable attorneys' fees.

**Nov. 2011:** Plaintiffs move to file an amended complaint, requesting the additional relief included in their settlement demand.

**Dec. 2011:** The court allows the amended complaint.

**Feb. 2012:** Wildflower's attorneys discover that Robert Appel, the Human Rights Commission's executive director and attorney in the case, sits on the Board of Directors for plaintiffs' counsel, the ACLU of Vermont. Subsequently, Wildflower's attorneys learn that in 2005 the commission rejected Mr. Appel's own recommendations regarding Wildflower.

**Mar - July 2012:** Wildflower endures the legal discovery process. Jim and Mary both are subject to all-day questioning by the ACLU and the commission's attorneys. Several former and current Wildflower employees are subpoenaed and forced to testify.

**Aug. 2012:** Wildflower agrees to a settlement. The settlement affirms that Wildflower acted in good faith with a justifiable belief that it was in compliance with the law. Despite the business's acknowledged good faith, its assurance that it will follow the law, and the fact that it stopped hosting wedding events three months before the suit began, plaintiffs and the commission demand that Wildflower pay \$10,000 to the commission and \$20,000 into a charitable trust set up by plaintiffs. It is clear that Wildflower cannot match the limitless resources that the state and ACLU are willing to devote to this attack. The financial risks of continuing the litigation threaten to cripple the business and the family's livelihood.