

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF MASSACHUSETTS**

	X	
STEPHEN HEASLEY and ANDREW BORG,	:	
	:	
Plaintiffs,	:	Civil Action No.:
	:	
v.	:	<u>COMPLAINT</u>
	:	
VISTAPRINT CORPORATE SOLUTIONS,	:	<u>Jury Trial Demanded</u>
INC., VISTAPRINT.COM, INC., CIMPRESS	:	
USA, INC. and JOHN AND JANE DOES 1	:	
THROUGH 15, all whose true names are	:	
unknown,	:	
	:	
Defendants.	:	
	X	

“When all [people] are treated as equal, no matter who they are or whom they love, we are all more free.”

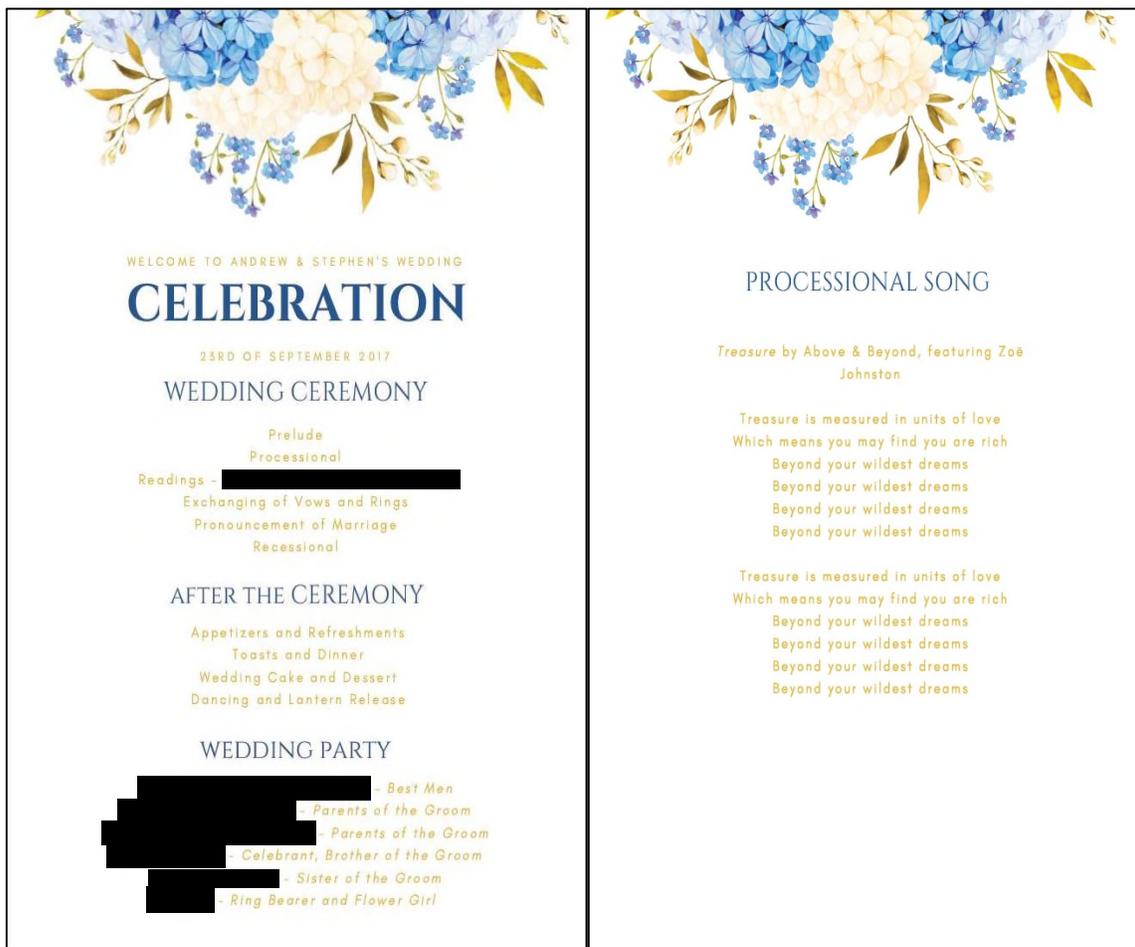
– quote from former President Barack Obama

PRELIMINARY STATEMENT

1. Although the United States Supreme Court ruled in Obergefell v. Hodges, 135 S.Ct. 2584 (2015) that gay couples have a Constitutional right to marry, the assault on the rights of gay people who chose to get married carries on. Late last year, the Supreme Court took argument in Masterpiece Cakeshop, Ltd.. v. Colorado Civil Rights Comm., No. 16-111, where a baker refused to make a wedding cake for a gay couple. Now, Vistaprint – the custom paper goods manufacturer – has engaged in its own attack on gay marriage. Rather than send Plaintiffs the custom wedding programs they had purchased, Vistaprint instead sent Plaintiffs literature with hateful, discriminatory and anti-gay messages equating their relationship to Satan’s temptation. This conduct is morally repugnant and Vistaprint must be held accountable.

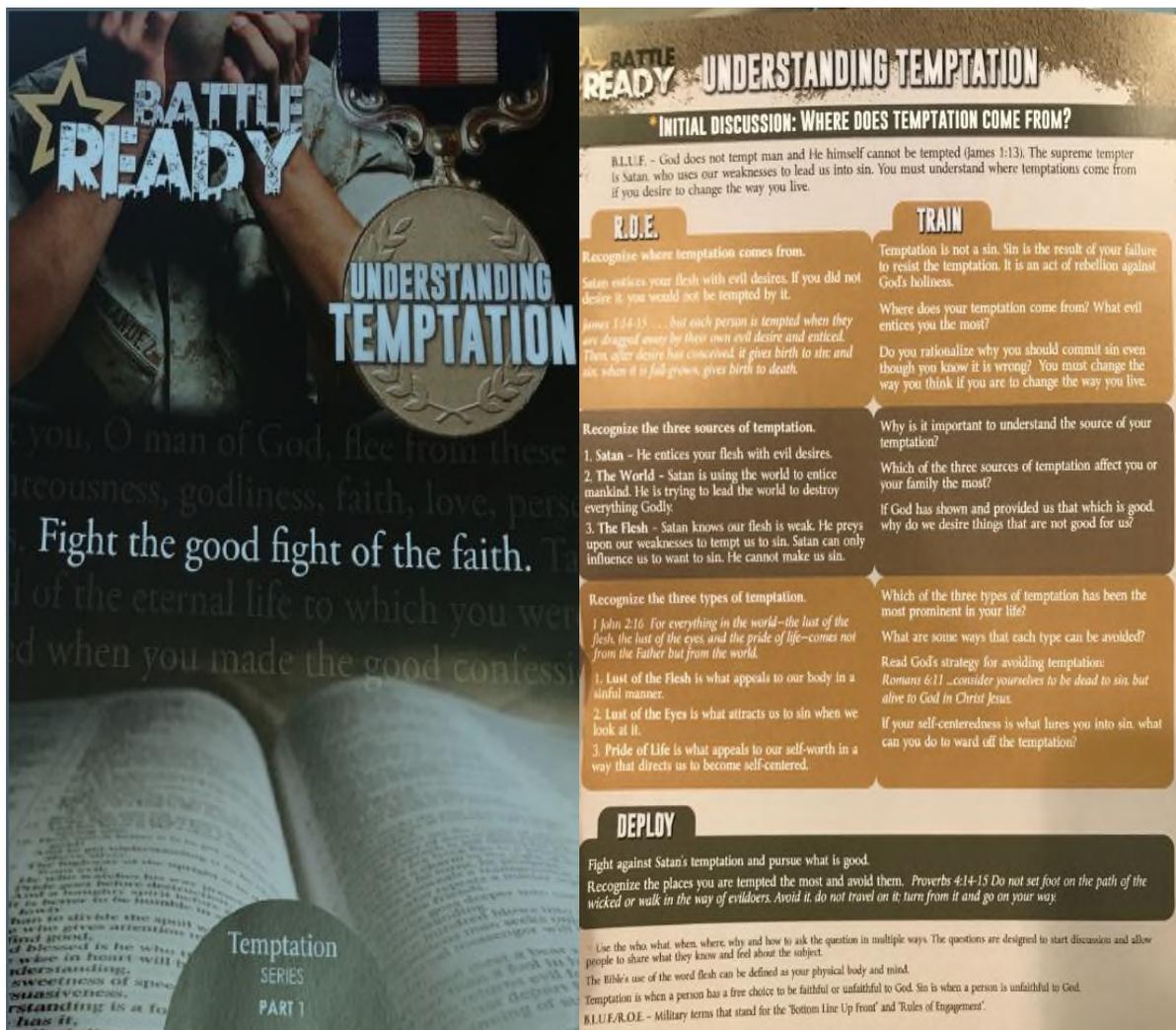
2. Vistaprint claims that it helps “everyone [to] create the customized materials they need to get their message across,” and “[t]here’s nothing more upsetting than designing a product online, only to receive it and discover the colors aren’t quite as you imagined.” It would be a massive understatement to say that Plaintiffs Stephen Heasley and Andrew Borg– a gay couple who recently got married – did not receive what they imagined.

3. On the eve before their wedding day, Mr. Heasley and Mr. Borg sat down together to open up a package they had received from Vistaprint earlier that morning. The package was supposed to contain customized wedding programs that they created and ordered from Vistaprint to help celebrate their big day as depicted below:



4. When Mr. Heasley and Mr. Borg opened the Vistaprint package, they were horrified to find that Vistaprint had not shipped their customized wedding programs. Instead, Vistaprint shipped them approximately 80 copies of a discriminatory pamphlet entitled: “Understanding Temptation: Fight the good fight of the faith.”

5. The pamphlets – plainly sent to threaten and attack Mr. Heasley and Mr. Borg because they are gay – warn, *inter alia*, that “*Satan entices your flesh with evil desires*” and “[s]in is the result of your failure to resist the temptation. It is an act of rebellion against God’s holiness.”



6. Mr. Heasley and Mr. Borg were both emotionally devastated by Vistaprint's intimidating and discriminatory conduct. Vistaprint's conduct was not only heinous and despicable, but also was unlawful and carried out in violation of: (i) M.G.L. c. 272 § 98; and (ii) M.G.L. c. 12 § 11I. Vistaprint's conduct was also carried out in breach of a contract between Vistaprint and Plaintiffs.

7. Plaintiffs have filed this action to hold Vistaprint accountable for its unlawful refusal to provide gay individuals with the same services and treatment as it provides straight individuals, and to ensure that other LGBT customers are not subject to this unlawful treatment.

JURISDICTION AND VENUE

8. The Court has diversity jurisdiction over this matter pursuant to 28 U.S.C. § 1332 as this action involves an amount in controversy exceeding \$75,000 and is between citizens of a State and citizens or subjects of a foreign state.

9. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1) because Defendants Vistaprint Corporate Solutions, Inc., Vistaprint.com, Inc. and Cimpress USA, Inc. (collectively, "Vistaprint" or "Defendants"), reside in Massachusetts.

PARTIES

10. Plaintiff Stephen Heasley lives in Australia.

11. Plaintiff Andrew Borg lives in Australia.

12. Defendant Vistaprint Corporate Solutions, Inc., is a corporation with its principal place of business in Middlesex County, Massachusetts, and is duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts.

13. Defendant Vistaprint.com, Inc., is a corporation with its principal place of business in Middlesex County, Massachusetts, and is duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts.

14. Defendant Cimpress USA, Inc., is a corporation with its principal place of business in Middlesex County, Massachusetts, and is duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts.

FACTUAL ALLEGATIONS

15. Mr. Heasley and Mr. Borg first met in March 2015. They quickly fell in love and were engaged in September 2016. Mr. Heasley and Mr. Borg set their wedding date for September 23, 2017.

16. Like many couples, Mr. Heasley and Mr. Borg wanted to customize the details of the wedding to their preferences. In particular, Plaintiffs spent weeks designing a wedding program that captured their love for each other and the importance of their wedding day.

17. The front of the program listed the itinerary for the wedding ceremony, as well as the wedding parties. The back of the program contained the lyrics to their processional song, "Treasure" by Above and Beyond. This song was extremely meaningful to Mr. Heasley and Mr. Borg, as they were engaged on the same day that they saw Above and Beyond play the song live.

18. After designing their wedding program, Mr. Heasley and Mr. Borg placed an order with Vistaprint to print and deliver 100 copies of the program to Butler County, Pennsylvania, near where the wedding was to take place.

19. Mr. Heasley and Mr. Borg paid Vistaprint \$79.49 in exchange for Vistaprint's agreement to print and deliver Plaintiffs' wedding programs.

20. By placing the order, Mr. Heasley and Mr. Borg entered into a contract with Vistaprint.

21. On the morning of September 22, 2017, Mr. Heasley and Mr. Borg received a box from Vistaprint that was supposed to contain 100 copies of their wedding program.

22. Mr. Heasley and Mr. Borg were excited to finally see their wedding programs.

23. Mr. Heasley and Mr. Borg opened the boxes that Vistaprint sent to them but were shocked to see that boxes did not contain the programs they ordered from Vistaprint's website.

24. Instead, the boxes contained the discriminatory and hateful pamphlets depicted in Paragraph 5, above.

25. Mr. Heasley and Mr. Borg were horrified to see these offensive pamphlets, which pamphlets were clearly sent to intimidate, threaten and harass Plaintiffs because they are gay men.

26. The pamphlets contain the following statements:

- **“Satan – He entices your flesh with evil desires.”**
- **“The Flesh – Satan knows our flesh is weak. He preys upon our weaknesses to tempt us to sin. Satan can only influence us to want to sin. He cannot make us sin.”**
- **“Fight against Satan’s temptation and pursue what is good.”**
- **“Do not set foot on the path of the wicked or walk in the way of evildoers. Avoid it, do not travel on it; turn from it and go on your way.”**
- **“Fight the good fight of the faith”**
- **“Understanding Temptation”**
- **“The supreme tempter is Satan who uses our weaknesses to lead us into sin. You must understand**

where temptations come from if you desire to change the way you live.”

- **“The World – Satan is using the world to entice mankind. He is trying to lead the world to destroy everything Godly.”**

27. Vistaprint caused Mr. Heasley and Mr. Borg emotional pain because they were clearly targeted due to their sexual orientation.

28. Moreover, as a result of Vistaprint’s actions, Mr. Heasley and Mr. Borg were forced to print out their own wedding programs at an additional cost to them.

FIRST CAUSE OF ACTION
(Violation of M.G.L. c. 272 § 98)

29. Plaintiffs hereby repeat, reiterate and re-allege each and every previous allegation as if fully set forth herein.

30. Vistaprint is a public accommodation as that term is used in M.G.L. c. 272 § 98.

31. Vistaprint, through its agents or employees, intended to discriminate against or actually discriminated against Plaintiffs based on their sexual orientation by refusing to provide Plaintiffs with the same services as straight individuals and by issuing discriminatory pamphlets to Plaintiffs that attacked, intimidated and demeaned Plaintiffs because they are gay men.

32. Through its discriminatory conduct, Vistaprint denied Plaintiffs equal accommodations, advantages, facilities and privileges in connection with Vistaprint services because they are gay.

33. As a direct and proximate result of Defendants’ unlawful discriminatory conduct in violation of M.G.L. c. 272 § 98, Plaintiffs have suffered, and continue to suffer, economic damages, mental anguish and emotional distress for which they are entitled to an award of damages.

SECOND CAUSE OF ACTION
(Violation of M.G.L. c. 12 § 11I)

34. Plaintiffs hereby repeat, reiterate and re-allege each and every previous allegation as if fully set forth herein.

35. M.G.L. c. 12 § 11I provides a private right of action to any individual against any person or persons who interfere, by threats, intimidation or coercion, with the exercise or enjoyment by any other person or persons of rights secured by the constitution or laws of the Commonwealth of Massachusetts.

36. Pursuant to M.G.L. c. 272 § 98, Plaintiffs have the right to the full and equal accommodations, advantages, facilities, and privileges of any place of public accommodation, resort or amusement.

37. Vistaprint is a public accommodation as that term is used in M.G.L. c. 272 § 98.

38. By violating M.G.L. c. 272 § 98, Vistaprint also violated M.G.L. c. 12 § 11I.

39. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of M.G.L. c. 12 § 11I, Plaintiffs have suffered, and continue to suffer, economic damages, mental anguish and emotional distress for which they are entitled to an award of damages.

THIRD CAUSE OF ACTION
(Breach of Contract)

40. Plaintiffs hereby repeat, reiterate and re-allege each and every previous allegation as if fully set forth herein.

41. Plaintiffs entered into an agreement with Defendants, pursuant to which Defendants agreed to create and deliver 100 copies of Plaintiffs' designed wedding program, and, in exchange, Plaintiffs agreed to pay Defendants \$79.49.

42. Defendants breached their agreement with Plaintiffs by failing to deliver the wedding programs Plaintiffs ordered.

43. Plaintiffs have performed all obligations required of them under the agreement, or, in the alternative, such performance has been excused.

44. As a result of Defendants' breach, Plaintiffs have suffered damages in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the Commonwealth of Massachusetts;

B. An injunction and order permanently restraining Defendants and their partners, officers, owners, agents, successors, employees and/or representatives and any and all persons acting in concert with Defendants, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An order directing Defendants to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices are eliminated;

D. An award of damages against Defendants, and/or any jointly or severally liable entity and/or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for all monetary and/or economic damages;

- E. An award of damages against Defendants, and/or any jointly or severally liable entity and/or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for all non-monetary and/or compensatory damages;
- F. An award of punitive damages, and any applicable penalties;
- G. Prejudgment interest on all amounts due;
- H. An award of costs that Plaintiffs incur in this action, as well as an award of reasonable attorneys' fees to the fullest extent permitted by law; and
- I. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues of fact and damages stated herein.

Dated: January 16, 2018

Respectfully submitted,
Plaintiffs, Stephen Heasley and Andrew Borg,
By their Attorneys,

/s/ Elizabeth S. Dillon

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