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14  
 15 **IN THE UNITED STATES DISTRICT COURT**  
 16 **FOR THE DISTRICT OF ARIZONA**

17 LAURA ROBERTS,

18 Plaintiff,

19 vs.

20 STARBUCKS COFFEE COMPANY,

21 Defendant.

Case No.

**COMPLAINT AND  
JURY TRIAL DEMAND**

1 Plaintiff Laura Roberts, by and through her undersigned counsel, the ARIZONA  
2 CENTER FOR DISABILITY LAW and EISENBERG & BAUM, LLP, hereby sues  
3 Defendant, STARBUCKS COFFEE COMPANY (“Defendant”) and alleges as follows:

4 **NATURE OF THE ACTION**

5 This is an action under Title I of the Americans with Disabilities Act of 1990  
6 (“ADA”), 42 U.S.C. § 12101 et seq., and Title I of the Civil Rights Act of 1991, 42  
7 U.S.C. § 1981 et seq., to correct unlawful employment practices on the basis of  
8 disability and retaliation and to provide appropriate relief to Laura Roberts. Specifically,  
9 and as detailed in the paragraphs below, between March 2007 and January 2014,  
10 Defendant violated the ADA by subjecting Ms. Roberts to disability-based  
11 discrimination and denying her reasonable accommodations throughout her employment  
12 with Defendant. After Ms. Roberts filed a Charge of Discrimination with the U.S. Equal  
13 Employment Opportunity Commission (“EEOC”), Defendant retaliated against Ms.  
14 Roberts in a series of actions that culminated in the unlawful termination of Ms.  
15 Roberts’ employment.  
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19 **JURISDICTION AND VENUE**

20 1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 451, 1331, 1337, and 1343  
21 for claims arising under Title I of the Americans with Disabilities Act, 42 U.S.C.  
22 §§ 12111, et seq.  
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1 2. This action is authorized under Section 107(a) of the Americans with Disabilities  
2 Act, 42 U.S.C. § 12117(a), which incorporates by reference Sections 706(f)(1) and  
3 (3) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5(f)(1) and (3),  
4 and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

5  
6 3. Defendant's unlawful employment practices were committed within the  
7 jurisdiction of the United States District Court for the District of Arizona.

8 **PARTIES**

9 4. At all relevant times, Plaintiff, Laura Roberts, is and has been a resident of  
10 Surprise, Arizona, which is within this Court's jurisdiction.

11  
12 5. Roberts is and has been deaf since infancy. Thus, Roberts is a person with a  
13 physical impairment that substantially limits at least one major life activity,  
14 including, but not limited to, hearing, speaking, and reading. As such, Roberts is  
15 and has been a qualified individual with a disability as defined by Title I of the  
16 ADA, 42 U.S.C. § 12101 et. seq. Under the EEOC's regulations, the necessary  
17 individualized inquiry as to whether Ms. Roberts is disabled is simple and  
18 straightforward and it should easily be concluded that deafness substantially limits  
19 hearing. 29 C.F.R. § 1630.2 (j)(3)(iii).

20  
21  
22 6. At all relevant times, Roberts was a qualified employee as defined by 42 U.S.C. §  
23 12111(2).

1 7. At all relevant times, Title I of the ADA, 42 U.S.C. § 12111, et seq., has been in  
2 full force and effect and has applied to Defendant's conduct.

3 8. At all relevant times, Defendant has been both a covered entity and an employer  
4 within the meaning of Section 101(2) of the ADA, 42 U.S.C. § 12111(2) and (5).

5 9. At all relevant times, Defendant has continuously been doing business in the State  
6 of Arizona and the City of Surprise, and has continuously had at least 15  
7 employees.

8 10. At all relevant times, Defendant has continuously been an employer engaged in an  
9 industry affecting commerce under Section 101(5) of the ADA, 42 U.S.C. §  
10 12111(5), and Section 101(7) of the ADA, 42 U.S.C. § 12111(7), which  
11 incorporates by reference Sections 701(g) and (h) of Title VII, 42 U.S.C. §  
12 2000e(g) and (h).

13 11. At all relevant times, Defendant has operated Starbucks Store No. 11326 in  
14 Surprise, Arizona.

15 12. At all relevant times, Defendant has employed at least 500 employees.

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18  
19 **STATEMENT OF FACTS**

20 Disability

21  
22 13. Laura Roberts has been deaf since infancy and cannot obtain information in an  
23 aural format.

24 14. Roberts' first and primary language is American Sign Language ("ASL").  
25  
26

- 1 15. ASL and English are two distinctly different and independent languages. Fluency  
2 in one language does not guarantee fluency in the other language.
- 3 16. ASL is a non-verbal, visual language, and the grammar, syntax, and vocabulary of  
4 ASL are significantly different than English.
- 5 17. ASL does not have a written form. As a result, many fluent ASL speakers struggle  
6 with written English.
- 7 18. Roberts has a below-average English literacy rate and limited English vocabulary  
8 because she became deaf before she acquired language, and because her first and  
9 primary language is ASL.  
10  
11

12 Workplace Accommodation Issues

- 13 19. In March 2007, Defendant hired Roberts as a Barista at Defendant's Store No.  
14 11326 in Surprise, Arizona.
- 15 20. At the time Defendant hired Roberts, Defendant knew Roberts was deaf.
- 16 21. Roberts worked for Defendant from March 19, 2007 until January 28, 2014 when  
17 Defendant fired her in retaliation for participating in protected activities and on  
18 the basis of her disability.
- 19 22. During the course of Roberts' employment with Defendant, Roberts repeatedly  
20 requested and was denied reasonable accommodations by Defendant's  
21 management for staff meetings, trainings, annual employee review meetings, and  
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1 other important communications related to performing her job and enjoying the  
2 benefits and privileges of employment.

3 23. Between 2007 and 2014, Roberts repeatedly requested reasonable  
4 accommodations to enable her to ensure effective communication, to perform the  
5 essential functions of her job, and to enjoy the benefits and privileges of  
6 employment. With these reasonable accommodations, Roberts would have been  
7 able to perform the essential functions of her job, such as taking customers' orders  
8 at the front counter and at the drive-thru.  
9

10 24. After Roberts requested reasonable accommodations, Defendant failed or refused  
11 to engage in the interactive process and failed or refused to provide Roberts with  
12 effective reasonable accommodations.  
13

14 25. In most instances, Defendant denied those accommodation requests.  
15

16 26. In most instances, Defendant denied Roberts effective communication.  
17

18 27. In most instances, Defendant denied Roberts reasonable accommodations that  
19 would have allowed Roberts to perform the essential functions of her job and  
20 enjoy the benefits and privileges of employment.  
21

22 28. In most instances, Defendant failed to engage in the ADA-required interactive  
23 process.  
24

25 29. Defendant did not provide an ASL interpreter, either on-site or through Video  
26 Remote Interpreting ("VRI"), or another alternative effective accommodation for

1 store meetings and other staff meetings, annual employee review meetings,  
2 trainings, and other important work-related functions.

3 30. Defendant did not engage in the interactive process required by the ADA in order  
4 to discuss and consider Roberts' requests for reasonable accommodations.

5 31. Defendant knew or had reason to know that Roberts required an ASL interpreter  
6 for lengthy, complex or important aural communication at the time that Defendant  
7 hired Roberts.

8 32. Defendant knew or had reason to know that Roberts has difficulty understanding  
9 written information, including written policies that are lengthy or complex, or that  
10 include unfamiliar vocabulary.

11 33. When Roberts started work in March 2007, she underwent two weeks of on-the-  
12 job training. Defendant did not provide an ASL interpreter or other reasonable  
13 accommodations to Roberts for this training.

14 34. Sometime in late 2007, Roberts requested and was provided with an ASL  
15 interpreter for one store meeting.

16 35. After that staff meeting, Starbucks management denied Roberts' subsequent  
17 requests for an ASL interpreter on the basis that, among other reasons, ASL  
18 interpreters were too expensive.

1 36. Between fall 2007 and April 2013, Roberts repeatedly requested an ASL  
2 interpreter for store meetings, other staff meetings, trainings, annual employee  
3 review meetings, and other important work-related communications.

4 37. Between fall 2007 and April 2013, Roberts repeatedly requested an ASL  
5 interpreter to ensure effective communication.  
6

7 38. Between fall 2007 and April 2013, Defendant repeatedly denied Roberts' requests  
8 for reasonable accommodations. Defendant did not provide an ASL interpreter or  
9 other reasonable accommodations for store meetings, other staff meetings,  
10 trainings, annual employee review meetings, and other important work-related  
11 functions.  
12

13 39. During these store meetings, employee performance review meetings, trainings,  
14 and other important work functions, Defendant provided aural information to  
15 employees. Because Defendant did not provide an ASL interpreter or other  
16 reasonable accommodations to Roberts, this aural information was inaccessible to  
17 Roberts. Thus, Starbucks denied Roberts an equal opportunity to enjoy the  
18 benefits of her employment and have equal access to workplace rules, training,  
19 meetings, and other information.  
20

21  
22 40. In 2010, when Defendant repeatedly denied Roberts' requests for reasonable  
23 accommodations, as a last resort, Roberts asked Warren Owen, the store manager  
24  
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26



1 at the time, if her mother-in-law, Dr. Sharon Roberts, could help her at store  
2 meetings by relaying information to Roberts using basic sign language.

3 41. However, Dr. Sharon Roberts is not fluent in ASL and cannot voice for Roberts.  
4 Thus, she was not a qualified interpreter.

5 42. Dr. Roberts helped Roberts at several store meetings on sporadic occasions  
6 between 2010 and 2012 until Defendant's district manager Jennifer Miles refused  
7 to allow Dr. Roberts to help Roberts at any more store meetings.  
8

9 43. Miles also refused to provide ASL interpreters or other reasonable  
10 accommodations to Roberts. Instead, Miles insisted on meeting with Roberts one-  
11 on-one, without ASL interpreters, and forcing Roberts to read documents that  
12 were given to her, without regard to whether Roberts could understand these  
13 documents or meetings without the aid of ASL interpreters.  
14

15 44. Between March 2007 and September 2012, Roberts received weekly printouts of  
16 her work schedule for that week. Roberts found the printed work schedules very  
17 helpful to ensure that she would not be late to or miss her scheduled shifts.  
18

19 45. However, after store manager Patrick Boice arrived in September 2012 to replace  
20 prior store manager Carol Weaver, Boice discontinued the practice of distributing  
21 printed schedules to Roberts.  
22

23 46. Roberts made a request to Defendant for the reasonable accommodation of printed  
24 work schedules.  
25  
26

1 47. Defendant denied this accommodation request.

2 48. Instead, Defendant forced Roberts to write down her own work schedule from the  
3 bullet-point master schedule printout that Defendant posted on the back room  
4 refrigerator.

5 49. Because Defendant struggles with written English, this form of communication  
6 was not effective.  
7

8 50. On April 11, 2012, Defendant gave Roberts a form letter that acknowledged that  
9 Roberts had requested reasonable accommodations. This letter demanded medical  
10 information and documentation from Roberts' health care provider.  
11

12 51. Once Roberts had gathered the demanded-upon information and documentation,  
13 Roberts was also instructed to call a central phone number at Defendant's  
14 headquarters to "open an accommodations case."  
15

16 52. On December 18, 2013, Defendant gave Roberts a slightly modified version of the  
17 form letter described in the preceding paragraphs. Again, this letter demanded  
18 medical information and documentation from Roberts' health care provider.  
19

20 Options for Reasonable Accommodations

21 53. With reasonable accommodations for the various types of communication events  
22 that occurred in her employment with Defendant, Roberts can perform the  
23 essential functions of her Barista position and enjoy the benefits and privileges of  
24 employment.  
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1 54. There are several options for reasonable accommodations that Defendant could  
2 have provided to Roberts.

3 55. First, Defendant could have provided live, on-site ASL interpreters or Video  
4 Remote Interpreting (“VRI”) services to Roberts for store and other staff  
5 meetings, trainings, annual employee review meetings, and other important work-  
6 related functions.  
7

8 56. VRI<sup>1</sup> is a service that uses videoconferencing technology, equipment, and a high  
9 speed Internet connection with sufficient bandwidth to provide the services of a  
10 qualified ASL interpreter, located offsite at a call center, to people at a different  
11 location. VRI is a less costly alternative to hiring a qualified on-site ASL  
12 interpreter because VRI services often have a per-minute fee structure, rather than  
13 a two hour minimum charge, and no travel costs. VRI also offers less of an  
14 administrative burden because the services do not require advanced scheduling.  
15  
16 Laptops and tablets can be used to provide VRI services.  
17

18 57. To provide VRI services, employers such as Defendant may contract with  
19 companies that provide VRI services by appointment or on demand 24 hours per  
20 day, 7 days per week, or set up an in-house VRI service by hiring an ASL  
21 interpreter(s) to provide interpreting services remotely for all of Defendant’s  
22 stores.  
23  
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25 <sup>1</sup> See, e.g., <http://www.purple.us/vri>

1 58. VRI services are a reasonable accommodation to impart information to Roberts  
2 for many events in the workplace, such as: (1) store and other staff meetings, (2)  
3 trainings, (3) clarification following daily instructions (reasonably) conveyed in  
4 writing, (4) annual employee review meetings, and (5) other important work-  
5 related communications.  
6

7 59. An on-site qualified ASL interpreter is a reasonable accommodation to impart  
8 information to Roberts for: (1) store and other staff meetings, (2) trainings, (3)  
9 clarification following daily instructions (reasonably) conveyed in writing, (4)  
10 annual employee review meetings, and (5) other important work-related functions.  
11

12 60. Other reasonable accommodations exist that may be effective for certain types of  
13 communication. For example, handwritten notes, chalkboards, dry-erase boards,  
14 text messages, or tablets may be appropriate depending on the type of  
15 communication and information involved.  
16

17 61. Several fast food and beverage companies similar to Defendant have implemented  
18 technology that allows customers to make orders using touch-screen displays at  
19 drive-thrus and at front counters.<sup>2</sup> Subway, Dunkin' Donuts, Popeye's, and  
20 Schlotzky's Deli are among several chains that use such technology. This  
21 technology would make it easier for deaf and hard of hearing employees such as  
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25 <sup>2</sup> <http://www.nextepsystems.com/Demos/Restaurants>  
26

1 Roberts to handle customer orders and work at front counters and drive-thru  
2 stations.

3 62. There are many types of technology that can be used to ensure effective  
4 communication. Examples include type to talk devices<sup>3</sup> and the iCommunicator<sup>4</sup>  
5 which converts spoken speech to text and video sign language in real time.  
6

7 Tattoos

8 63. Roberts has two small tattoos on her left hand and one small tattoo on her right  
9 hand. A dolphin tattoo is on Roberts' left thumb and a tattoo of a plumeria flower  
10 is on the inside of Roberts' hand next to her thumb. A butterfly tattoo is on the  
11 pinky finger of Roberts' right hand.  
12

13 64. Roberts has a small turtle tattoo on her left wrist. The names of Roberts' two  
14 daughters, along with flowers, are tattooed on Roberts' right wrist.  
15

16 65. At the time Defendant hired Roberts, Defendant knew that Roberts had tattoos on  
17 her hands and wrists.

18 66. Store manager Sally Eveleth, who interviewed and hired Roberts, indicated to  
19 Roberts that the hand and wrist tattoos would not pose any problems with Roberts  
20 being able to work for Defendant.  
21

22  
23  
24 <sup>3</sup> [https://www.enablemart.com/speech-and-communication/augmentative-and-  
alternative-communication/type-to-talk-devices](https://www.enablemart.com/speech-and-communication/augmentative-and-alternative-communication/type-to-talk-devices)

25 <sup>4</sup> <http://www.icommunicator.com/productinfo/index.html>  
26

1 67. Defendant did not complain about the wrist tattoos because Laura wore wrist  
2 sweatbands and a watch that successfully concealed those wrist tattoos.

3 68. Defendant did not complain about the butterfly tattoo on Roberts' pinky finger of  
4 her right hand because she wore a ring that successfully concealed the tattoo.

5 69. Between March 2007 and April 2013, Defendant did not complain about the  
6 dolphin and plumeria flower tattoos on Roberts' left hand.  
7

8 70. However, at the behest of then-store manager Warren Owens, Roberts was made  
9 to purchase waterproof makeup to conceal the two left hand tattoos.

10 71. Roberts received no complaints on her left hand tattoos until April 26, 2013, when  
11 district manager Jennifer Miles and partner resources manager Lisa Lutich  
12 confronted Roberts and demanded that she remove the two left hand tattoos. For  
13 the first time since 2007, Defendant finally provided an ASL interpreter at this  
14 encounter.  
15

16 72. Roberts had been employed by Defendant for over six years at this point.

17 73. Other baristas and supervisors at Roberts' store also had visible tattoos.

18 74. At no time during this encounter did Miles and Lutich inform Roberts that she  
19 would be fired if she did not remove these tattoos.  
20

21 75. Roberts told Miles and Lutich that she could not afford laser treatments to remove  
22 the tattoos.  
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1 76. Roberts offered to wear white sanitary gloves at work to further cover up these  
2 tattoos, but Miles and Lutich rejected that suggestion.

3 77. Miles and Lutich also told Roberts that concealing these tattoos with makeup was  
4 no longer acceptable.

5 78. Miles and Lutich then gave Roberts a handwritten list of tattoo removal creams  
6 and demanded that Roberts try them.

7 79. Roberts complied under duress, paying approximately \$75.00 for three bottles of  
8 Fadeplex tattoo removal cream, a significant financial burden on Roberts who was  
9 earning only \$10.44 per hour as a part-time employee of Defendant.  
10

11 80. The tattoo removal cream somewhat lightened Roberts' two left hand tattoos, but  
12 did not remove them.  
13

14 81. Roberts looked into laser treatment to remove the two left hand tattoos, but  
15 learned that the treatment would cost \$700.00 for only two sessions. Roberts could  
16 not afford this expense.  
17

18 Protected Activities

19 82. Between 2007 and 2014, Roberts repeatedly requested reasonable  
20 accommodations based on her disability.  
21

22 83. During the course of her employment, Roberts filed several internal complaints  
23 regarding Defendant's denial of her requests for reasonable accommodations and  
24 failure to ensure effective communication.  
25  
26

1 84. In November 2012, Roberts sent a letter to Defendant's headquarters that  
2 expressed her concerns at the denial of her requests for reasonable  
3 accommodations.

4 85. On May 21, 2013, Roberts filed a Charge of Discrimination with the EEOC.

5  
6 86. On January 28, 2014, the same day that Defendant fired her, Roberts contacted the  
7 EEOC to file a Charge of Discrimination on the basis of retaliation and disability-  
8 based discrimination.

9 87. Due to circumstances beyond Roberts' control, the second Charge of  
10 Discrimination was not filed until September 18, 2014.  
11

12 Retaliation, Interference, and Termination of Employment

13 88. After Roberts engaged in the protected activity, Defendant retaliated against  
14 Roberts with a series of actions that culminated in the termination of Roberts'  
15 employment on January 28, 2014.

16  
17 89. Between January and April 2013, Roberts went on medical leave to undergo back  
18 surgery.

19 90. On or about April 22, 2013, Roberts returned to work from medical leave. Upon  
20 her return to work, it became apparent that Defendant knew about Roberts'  
21 protected activities.  
22  
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1 91. On April 26, 2013, Miles and Lutich confronted Roberts about her two left hand  
2 tattoos and demanded that she have them removed, as described in the preceding  
3 paragraphs.

4 92. On June 3, 2013, Boice retaliated against Roberts with a very negative annual  
5 employee review even though Roberts had previously received favorable  
6 employee reviews in the preceding six years of employment with Defendant.  
7

8 93. During this employee review meeting, Boice threatened Roberts that he could  
9 make her work full-time. Roberts' reason for working on a part-time basis was  
10 due to her health issues and her Social Security benefits.  
11

12 94. During this employee review meeting, Boice also told Roberts not to contact  
13 Partner Resources anymore.

14 95. On January 17, 2014, Boice issued a Corrective Action Form to Roberts because  
15 she missed a shift after she mixed up the dates that she was scheduled to work due  
16 to Boice's denial of Roberts' accommodation request for a printed work schedule.  
17

18 96. On January 28, 2014, Roberts arrived at work to begin her shift.

19 97. When Roberts arrived at work, Miles and Lutich were waiting for her along with  
20 an ASL interpreter.  
21

22 98. Miles then informed Roberts that she no longer worked for Defendant.

23 99. Roberts asked why she was being fired.  
24  
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1 100. Miles responded that Roberts was being fired because she did not remove the two  
2 tattoos on her left hand.

3 101. On January 28, 2014, Defendant terminated Laura Roberts' employment as  
4 retaliation for Roberts' participation in protected activities.

5 102. As a result of Defendant's retaliatory and discriminatory termination of Roberts'  
6 employment, along with Defendant's pretextual reason for this termination,  
7 Roberts contacted the EEOC that same day to file her second Charge of  
8 Discrimination on the basis of retaliation.  
9

10 103. On October 16, 2014, Defendant announced that it had revised its policy to allow  
11 employees to have visible tattoos, a policy that was likely already in the works  
12 when Defendant fired Roberts.<sup>5</sup>  
13

14 Prerequisites to Lawsuit

15 104. Pursuant to 42 U.S.C. § 2000e-5, Roberts filed a timely Charge of Discrimination  
16 with the U.S. Equal Employment Opportunity Commission ("EEOC") on May 21,  
17 2013.  
18

19 105. The EEOC issued its Notice of Right to Sue on July 17, 2015.  
20  
21  
22

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23 <sup>5</sup> [http://www.huffingtonpost.com/2014/10/16/starbucks-tattoos-policy-  
24 work\\_n\\_5999746.html](http://www.huffingtonpost.com/2014/10/16/starbucks-tattoos-policy-work_n_5999746.html);  
25 [http://globalassets.starbucks.com/assets/0AA3D61F-1E22-47BD-A2A2-  
26 55F30D357138.pdf](http://globalassets.starbucks.com/assets/0AA3D61F-1E22-47BD-A2A2-55F30D357138.pdf)

1 106. Pursuant to 42 U.S.C. § 2000e-5, Roberts filed a second and timely Charge of  
2 Discrimination with the U.S. Equal Employment Opportunity Commission  
3 (“EEOC”) on September 18, 2014.

4 107. The EEOC will issue its Notice of Right to Sue on the second Charge of  
5 Discrimination within the next two weeks.  
6

7 108. This Complaint is timely in that it was filed within ninety (90) days of the  
8 issuance of the Notice of Right to Sue.

9 109. Therefore, Roberts has satisfied all conditions precedent to the filing of her  
10 Complaint.  
11

12 **STATEMENT OF CLAIMS**

13 **Count I. Discrimination on the Basis of Disability**  
14 **42 U.S.C. § 12112**

15 110. Plaintiff realleges and incorporates by reference all preceding paragraphs in this  
16 Complaint.

17 111. Title I of the ADA provides that “[n]o covered entity shall discriminate against a  
18 qualified individual on the basis of disability in regard to job application  
19 procedures, the hiring, advancement, or discharge of employees, employee  
20 compensation, job training, and other terms, conditions, and privileges of  
21 employment.” 42 U.S.C. § 12112(a).  
22

23 112. Title I of the ADA defines discrimination to include “limiting, segregating, or  
24 classifying a job applicant or employee in a way that adversely affects the  
25  
26

1 opportunities or status of such applicant or employee because of the disability of  
2 such applicant or employee.” 42 U.S.C. § 12112(b)(1).

3 113. Title I of the ADA further defines discrimination to include “denying employment  
4 opportunities to a job applicant or employee who is an otherwise qualified  
5 individual with a disability, if such denial is based on the need of such covered  
6 entity to make reasonable accommodation to the physical or mental impairments  
7 of the employee or applicant.” 42 U.S.C. § 12112(b)(5)(B).

8  
9 114. Since at least March 2007, Defendant engaged in unlawful employment practices  
10 in violation of Section 102 of the ADA, 42 U.S.C. § 12112(a) and (b), by failing  
11 or refusing to provide Roberts with reasonable accommodations for her disability  
12 and ultimately terminating Roberts because of her disability and as retaliation for  
13 participating in protected activities.

14  
15 115. Defendant treated Roberts in a discriminatory manner.

16  
17 116. Defendant intentionally terminated Roberts’ employment as a Barista because of  
18 her disability. Defendant intentionally terminated Roberts’ employment as a  
19 Barista in retaliation for participating in protected activities.

20  
21 117. Defendant terminated Roberts’ employment with malice and deliberate  
22 indifference, in violation of the ADA.

23 118. Defendant discriminated against Roberts on the basis of her disability by  
24 discriminating against her in regard to the terms, conditions, and privileges of  
25  
26

1 employment in violation of 42 U.S.C. § 12112(a); limiting her in a way that  
2 adversely affected her opportunities and status in violation of 42 U.S.C. §  
3 12112(b)(1); using methods of administration that had the effect of discrimination  
4 on the basis of disability in violation of 42 U.S.C. § 12112(b)(3); failing to make  
5 reasonable accommodations in violation of 42 U.S.C. § 12112(b)(5)(A); denying  
6 employment opportunities based on the need to make such accommodations in  
7 violation of 42 U.S.C. § 12112(b)(5)(B); retaliating against Roberts for asserting  
8 her ADA rights in violation of 42 U.S.C. § 12203(a); and threatening and  
9 interfering with Roberts' exercise of her ADA rights in violation of 42 U.S.C. §  
10 12203(b).  
11  
12

13 119. On information and belief, discrimination against deaf and hard of hearing  
14 individuals is the result of a policy and/or practice of Defendant to limit, restrict,  
15 or segregate employees based on their disability, and this policy continues to  
16 unlawfully interfere with the employment rights of disabled individuals.  
17

18 120. As a result of Defendant's discrimination and resulting termination, Roberts  
19 suffered a loss of wages, and is entitled to and should be compensated for her back  
20 pay losses in an amount to be determined at trial pursuant to 42 U.S.C. § 12117,  
21 which incorporates by reference 42 U.S.C. § 2000e-5(g)(1).  
22  
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1 121. Roberts is entitled to reinstatement to a Barista position and any other equitable  
2 relief, including front pay, that the Court deems appropriate pursuant to 42 U.S.C.  
3 § 12117, which incorporates by reference 42 U.S.C. § 2000e-5(g)(1).

4 122. Roberts is also entitled to injunctive relief pursuant to 42 U.S.C. § 12117, which  
5 incorporates by reference 42 U.S.C. § 2000e-5(g)(1).  
6

7 123. Roberts is also entitled to compensatory damages, injunctive relief, and an award  
8 of attorney’s fees, costs, and disbursements pursuant to the ADA, 42 U.S.C. §  
9 12117(a).  
10

11 Count II. Failure to Provide Reasonable Accommodation  
12 42 U.S.C. §§ 12112(a) and (b)(5)(A)

13 124. Laura Roberts realleges and incorporates by reference all preceding paragraphs in  
14 this Complaint.

15 125. Title I of the ADA defines discrimination to include “not making reasonable  
16 accommodations to the known physical or mental limitations of an otherwise  
17 qualified individual with a disability who is an applicant or employee, unless such  
18 covered entity can demonstrate that the accommodation would impose an undue  
19 hardship on the operation of the business of such covered entity.” 42 U.S.C. §  
20 12112(b)(5)(A).  
21

22 126. Roberts is a qualified individual with a disability.  
23  
24  
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1 127. Roberts was qualified to perform the essential functions of the Barista position  
2 with or without reasonable accommodation(s), including, but not limited to, ASL  
3 interpreters.

4 128. Defendant failed to provide reasonable accommodations to Roberts that were  
5 necessary to (a) perform the essential functions of the position she held, (b) be  
6 treated the same as other employees in the terms of employment, such as training,  
7 discipline, and opportunities for promotion and full-time employment, and (c)  
8 enjoy the benefits and privileges of employment, such as store and staff meetings,  
9 available to non-disabled employees.  
10

11 129. Defendant failed to engage in the interactive process with Roberts to identify the  
12 precise limitations resulting from Roberts' disability and to identify potential  
13 reasonable accommodations that could overcome those limitations.  
14

15 130. The policies and practices complained of in the above paragraphs deprived  
16 Roberts of equal employment opportunities and otherwise adversely affected her  
17 status as an employee because of her disability.  
18

19 131. Defendant intentionally engaged in unlawful employment practices.

20 132. Defendant engaged in unlawful employment practices with malice and deliberate  
21 indifference.  
22

23 133. As a result of Defendant's denial of reasonable accommodation and subsequent  
24 termination, Roberts suffered a loss of wages, and is entitled to and should be  
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1 compensated for her back pay losses in an amount to be determined at trial  
2 pursuant to 42 U.S.C. § 12117, which incorporates by reference 42 U.S.C. §  
3 2000e-5(g)(1).

4 134. Roberts is entitled to reinstatement to a Barista position and any other equitable  
5 relief, including front pay, that the Court deems appropriate pursuant to 42 U.S.C.  
6 § 12117, which incorporates by reference 42 U.S.C. § 2000e-5(g)(1).

7  
8 135. Roberts is also entitled to injunctive relief pursuant to 42 U.S.C. § 12117, which  
9 incorporates by reference 42 U.S.C. § 2000e-5(g)(1).

10  
11 Count III: Retaliation  
12 42 U.S.C. § 2000e-3(a)

13 136. Laura Roberts realleges and incorporates by reference all preceding paragraphs in  
14 this Complaint.

15 137. The ADA prohibits retaliation, stating that “[n]o person shall discriminate against  
16 any individual because such individual has opposed any act or practice made  
17 unlawful by [the ADA] or because such individual made a charge, testified,  
18 assisted, or participated in any manner in an investigation, proceeding, or hearing  
19 under [the ADA].” 42 U.S.C. § 12203(a).

20  
21 138. The ADA further prohibits retaliation, stating that “[i]t shall be unlawful to  
22 coerce, intimidate, threaten, or interfere with any individual in the exercise or  
23 enjoyment of, or on account of his or her having exercised or enjoyed, or on  
24 account of his or her having aided or encouraged any other individual in the  
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1 exercise or enjoyment of, any right granted or protected by this chapter.” 42  
2 U.S.C. § 12203(b).

3 139. Defendant has engaged in unlawful employment practices in violation of the ADA  
4 by retaliating against Plaintiff for her participation in protected activities as  
5 described in the preceding paragraphs.  
6

7 140. On January 28, 2014, Defendant fired Roberts, informing Roberts that her  
8 employment was being terminated because she did not remove the two tattoos  
9 from her left hand.  
10

11 141. The effect of the practices complained of in the paragraphs above has been to  
12 deprive Laura Roberts of equal employment opportunities and otherwise  
13 adversely affect her status as an employee because of her protected activities and  
14 because of her opposition to unlawful employment practices, including but not  
15 limited to her multiple internal complaints and the filing of her May 21, 2013  
16 charge of discrimination.  
17

18 142. Defendant intentionally engaged in unlawful employment practices.

19 143. Defendant engaged in unlawful employment practices with malice and deliberate  
20 indifference.  
21

22 144. As a result of Defendant’s retaliation against Roberts, she suffered a loss of  
23 wages, and is entitled to and should be compensated for her back pay losses in an  
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1 amount to be determined at trial pursuant to 42 U.S.C. § 12117, which  
2 incorporates by reference 42 U.S.C. § 2000e-5(g)(1).

3 145. Roberts is entitled to reinstatement to a Barista position and any other equitable  
4 relief, including front pay, that the Court deems appropriate pursuant to 42 U.S.C.  
5 § 12117, which incorporates by reference 42 U.S.C. § 2000e-5(g)(1).  
6

7 146. Roberts is also entitled to injunctive relief pursuant to 42 U.S.C. § 12117, which  
8 incorporates by reference 42 U.S.C. § 2000e-5(g)(1).

9 147. Roberts is also entitled to compensatory damages, injunctive relief, and an award  
10 of attorney's fees, costs, and disbursements pursuant to the ADA, 42 U.S.C. §  
11 12117(a).  
12

13 **PRAYER FOR RELIEF**

14 Wherefore, Laura Roberts respectfully requests that this Court:

- 15 A. Enter judgment on behalf of Roberts, finding that Defendant unlawfully  
16 discriminated and retaliated against Roberts in violation of the ADA.  
17
- 18 B. Grant a permanent injunction enjoining Defendant, its officers, agents,  
19 employees, successors, and all persons in active concert or participation  
20 with Defendant, from engaging in unlawful employment practices that  
21 discriminate on the basis of disability in violation of the ADA, and from  
22 engaging in retaliation against its employees for participation in protected  
23 activity.  
24  
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- 1 C. Order Defendant to develop, implement, promulgate, and comply with  
2 policies, practices, and programs which provide equal employment  
3 opportunities for individuals who are deaf and hard of hearing and which  
4 eradicate the effects of its past and present unlawful employment practices.  
5
- 6 D. Order Defendant to revise its policies and procedures and training to ensure  
7 that its store and district managers will abide by the ADA's disability  
8 discrimination and reasonable accommodation provisions for employees  
9 who are deaf and hard of hearing and who need reasonable accommodation  
10 for effective communication and to otherwise comply with the ADA.  
11
- 12 E. Order Defendant to remove any and all documents related to Roberts'  
13 termination and negative performance evaluation from her personnel file.  
14
- 15 F. Order Defendant to reinstate Roberts' employment, place her in a Barista  
16 position and, as appropriate, pay front pay.  
17
- 18 G. Order Defendant to provide Roberts with reasonable accommodations, such  
19 as access to VRI services, ASL interpreters when necessary, written work  
20 schedules, and communication access to the appropriate learning and  
21 employee materials using ASL interpreters for effective communication of  
22 aural information, written policies, and training materials.  
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- 1 H. Order Defendant to reinstate Roberts' accrued sick leave or annual leave  
2 that was not paid to Roberts at her termination and to reinstate Roberts'  
3 health care benefits without any waiting period required for new employees.
- 4 I. Order Defendant to make Roberts whole by awarding her back pay, interest,  
5 and an amount to compensate Roberts for the increased tax burden of a  
6 lump sum payment in an amount to be determined at trial.
- 7  
8 J. Order Defendant to make Roberts whole by providing compensation for  
9 past and future pecuniary losses resulting from the unlawful employment  
10 practices described in the above paragraphs, including, but not limited to,  
11 job search expenses and medical expenses, in amounts to be determined at  
12 trial.
- 13  
14 K. Order Defendant to make Roberts whole by providing compensation for  
15 past and future nonpecuniary losses resulting from the unlawful practices  
16 complained of in the preceding paragraphs, including, but not limited to,  
17 emotional pain, suffering, inconvenience, loss of enjoyment of life, and  
18 humiliation, in amounts to be determined at trial.
- 19  
20 L. Order Defendant to pay Roberts punitive damages for its malicious and  
21 reckless conduct, as described in the preceding paragraphs, in amounts to be  
22 determined at trial.
- 23  
24 M. Award Roberts attorney's fees and costs incurred in bringing this action.  
25  
26

1 N. Grant any and all other relief as this Court may deem just and proper in the  
2 public interest.

3 **JURY TRIAL DEMAND**

4 Laura Roberts requests a jury trial on all questions of fact raised by its Complaint.

5 Dated this 14<sup>th</sup> day of October, 2015.

6 */s/ Sarah Weimer*

7 \_\_\_\_\_  
8 Sarah Weimer

9 Rose A. Daly-Rooney

10 Arizona Center for Disability Law

11 177 North Church Avenue, Suite 800

12 Tucson, Arizona 85710

13 *Attorneys for Plaintiff*

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**CERTIFICATE OF FILING AND SERVICE**

Pursuant to the Case Management/Electronic Case Filing Administrative Policies and Procedures Manual ("CM/ECF Manual") of the United States District Court for the District of Arizona, I hereby certify that on the 14<sup>th</sup> day of October, 2015, my office electronically transmitted the foregoing Complaint and Jury Trial Demand to the U.S. District Court clerk's office for filing.

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c.goyette