

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

FILED
2018 NOV 21 03:06 PM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 18-2-55330-0 SEA

SUPERIOR COURT FOR THE STATE OF WASHINGTON
FOR KING COUNTY

LARISSA TOWNS, an individual, and
ASHLEY MAIER, an individual,

Plaintiffs,

v.

STARBUCKS CORPORATION, a Washington
Corporation,

Defendant.

NO.

COMPLAINT FOR DAMAGES

I. INTRODUCTION

1.1 Plaintiffs Larissa Towns and Ashley “Nikki” Maier have been friends since they were children. Their common connection is that they both have always been deaf/hard-of-hearing, and sign language was their first language.

1.2 After growing up with a disability, Plaintiffs were excited to begin their careers as Starbucks baristas in the Forest Starbucks store inside Seattle Children’s Hospital. Every day, their mission was to be an emblem of overcoming adversity to the sick and disabled patients and parents with whom Plaintiffs would interact daily.

1
2 1.3 Unfortunately, despite its outward image of compassion and inclusivity,
3
4 Starbucks has failed to accommodate even simple requests for accommodation and has
5
6 systematically targeted Plaintiffs for termination.
7

8
9 1.4 Plaintiffs hereby set forth their complaint against Defendant Starbucks
10
11 Corporation for disability discrimination and failure to reasonably accommodate a disability.
12
13

14 II. PARTIES

15
16 2.1 Plaintiff Larissa Towns is an individual residing in Snohomish County,
17
18 Washington.
19

20
21 2.2 Plaintiff Ashley “Nikki” Maier is an individual residing in Snohomish
22
23 County, Washington.
24

25
26 2.3 Defendant Starbucks Corporation (“Defendant”) is a duly registered and
27
28 licensed Washington State corporation that transacts business in King County and throughout
29
30 Washington State. Starbucks is headquartered in Seattle.
31

32
33 2.4 Defendant operates the second largest restaurant chain in the world, operating
34
35 over 28,000 locations worldwide.
36

37
38 2.5 Defendant is an “employer” subject to statutes governing employment in the
39
40 State of Washington, including Ch. 49.12 RCW and Ch. 49.60 RCW.
41

42
43 2.6 At all times relevant herein, including approximately May 2017 to July 30,
44
45 2018, Defendant employed Plaintiff Towns.
46

47
48 2.7 Plaintiff Maier is a current employee of Starbucks Corporation and has been
49
50 since February 2017.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

III. JURISDICTION AND VENUE

3.1 Acts complained of herein occurred in the State of Washington.

3.2 At all times material to this action, Defendant conducted business within the State of Washington.

3.3 This action has been filed within the applicable statutory time periods.

3.4 Venue is proper in this court under RCW 4.12.025(1) because Defendant presently transacts business in King County and transacted business in King County at the time Plaintiffs' causes of action arose.

IV. FACTUAL BACKGROUND

4.1 A person's degree of hearing loss is divided into levels, on a scale of slight, mild, moderate, moderately severe, severe, and profound hearing loss.

4.2 A person who is profoundly deaf is unable to hear anything at all.

4.3 Plaintiff Towns has profound hearing loss in her left ear, and is profoundly deaf in her right ear.

4.4 Plaintiff Maier has profound hearing loss in both ears. Her hearing is continually worsening.

4.5 Plaintiffs' hearing impairment is such that they can hear only a small percentage of sounds, and only in very specific circumstances.

4.6 Plaintiffs' hearing impairment is such that unless someone gets their attention, they will not know that a person is speaking to them.

1
2 4.7 When Plaintiffs know someone is speaking to them, unless the speaker also
3
4 knows American Sign Language, they must read the speaker's lips in order to participate in
5
6 the conversation.
7

8
9 4.8 Plaintiffs were hired at the Forest store inside Seattle Children's Hospital.
10

11 4.9 Plaintiff Maier was hired in February 2017 by Store Manager Crystal
12
13 Hahnlén.
14

15 4.10 Plaintiff Towns was hired in May 2017 by Store Manager Crystal Hahnlén.
16

17 4.11 Ms. Hahnlén was an encouraging and supportive manager who continuously
18
19 praised Plaintiffs for their work and attitude.
20

21 4.12 Ms. Hahnlén was so impressed with Plaintiff Maier that she encouraged her to
22
23 seek a promotion.
24

25 4.13 By November 2017, when Ms. Hahnlén transferred to another store and a
26
27 temporary manager, Yumi, was hired, Plaintiff Maier had completed all paperwork to
28
29 become promoted to the role of Shift Supervisor.
30

31 4.14 In mid-February 2018, the new permanent store manager became Hannah
32
33 DeWeerth.
34

35 4.15 Though Plaintiff Maier was next in line for a promotion, to date, Ms.
36
37 DeWeerth has promoted, or prepared for promotion, three other baristas—all of whom have
38
39 less tenure than Ms. Maier.
40
41
42
43
44
45
46
47
48
49
50

1
2 4.16 When Ms. Maier has confronted Ms. DeWeerth about the promotion
3
4 opportunity, she has been told that she must be “chattier” with customers and improve her
5
6 “communication” with her coworkers.
7

8
9 4.17 Both Plaintiffs have often explained to Ms. DeWeerth that it can be difficult to
10
11 understand customers or truly connect with them over the noisy espresso machines and
12
13 grinders, music, and coworkers’ conversations.
14

15
16 4.18 Likewise, Plaintiffs have explained to Ms. DeWeerth that although their
17
18 coworkers know that Plaintiffs rely heavily on lip-reading, they deliberately leave Plaintiffs
19
20 out of conversations by walking into the backroom, over to a corner, or holding the
21
22 conversations behind them.
23

24
25 4.19 Plaintiffs’ coworkers also have made it a habit of dramatically turning their
26
27 backs to Plaintiffs in order to have private conversations.
28

29
30 4.20 When Plaintiffs would attempt to engage in the conversations of their
31
32 coworkers, the coworkers would instead stop talking.
33

34
35 4.21 When Plaintiffs have explained to Ms. DeWeerth that they feel intentionally
36
37 left out of conversations with their coworkers, Ms. DeWeerth has responded that they are just
38
39 misunderstanding and to “work it out.”
40

41
42 4.22 Not once has Ms. DeWeerth agreed to speak to Plaintiffs’ coworkers about
43
44 being more inclusive with Plaintiffs.
45
46
47
48
49
50

1
2 4.23 Not only does Ms. DeWeerth ignore Plaintiffs' concerns, on information and
3
4 belief, she also discourages Plaintiffs' fellow employees from actively engaging with
5
6 Plaintiffs or allowing Plaintiffs to communicate with customers.
7

8
9 4.24 On multiple occasions, when one of the Plaintiffs has been standing at the
10
11 cash register assisting a customer, another barista interrupts the conversation and leaves
12
13 Plaintiffs out.
14

15
16 4.25 On other occasions, another barista will stand behind Plaintiffs or in another
17
18 part of the store and begin engaging the customer, which makes it impossible for Plaintiffs to
19
20 take part in the conversation.
21

22
23 4.26 Because lip-reading customers' words requires Plaintiffs to carefully watch
24
25 the speaker's mouth, Plaintiffs risk injury when they must look up from the beverages they
26
27 are making to interact with a customer.
28

29
30 4.27 In fact, Plaintiff Towns was scalded twice. During one occasion, she sustained
31
32 third degree burns while trying to interact with customers at the same time as preparing a hot
33
34 drink.
35

36
37 4.28 Plaintiffs have further explained to Ms. DeWeerth on multiple occasions that
38
39 they have more difficulty communicating when there is a customer wearing a mask, sporting
40
41 a mustache, or speaking with a heavy accent.
42

43
44 4.29 Due to the mental fatigue they experienced trying to read lips for hours at a
45
46 time, Plaintiffs made several requests to be periodically switched from the point of sale
47
48 ("POS") system role to another position.
49
50

1
2 4.30 Though Plaintiffs had been instructed by their former manager, Crystal
3
4 Hahnlen, and supervisor, Jared Ard, that Starbucks' standard practice is to rotate a person's
5
6 role every two hours, and thus no formal accommodation request was needed, this rotation
7
8 was not, and still is not, honored.
9

10
11 4.31 Instead, on information and belief, in response to their complaints, Ms.
12
13 DeWeerth directed or encouraged shift supervisors, Ariana "Ari" Lim, Cristin Roberts, and
14
15 Jared Ard, to *require* Plaintiffs to work the POS system for long periods of time, well over
16
17 the standard two-hour rotation on that role.
18

19
20 4.32 Though Plaintiff Towns told Ms. DeWeerth that the supervisors were
21
22 violating the two-hour policy and not allowing Plaintiffs to switch roles, neither Ms.
23
24 DeWeerth nor the supervisors ever made any changes.
25

26
27 4.33 Instead of engaging in any interactive process with Plaintiffs, Ms. DeWerth
28
29 instead threatened to move Plaintiffs to morning or mid-day shifts for the express purpose of
30
31 making them talk with more customers and coworkers.
32

33
34 4.34 Plaintiffs explained that the swing and overnight shifts are the best place for
35
36 them because the day shifts are noisier due to more coworkers on the floor and more
37
38 customers with whom to interact. Moreover, they explained that they had already made
39
40 meaningful connections with the customers on this shift.
41

42
43 4.35 Plaintiffs explicitly requested that Ms. DeWeerth accommodate their request
44
45 to stay on a swing or overnight shift so as to lessen the impact of their disability.
46
47
48
49
50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

4.36 Instead, Ms. DeWeerth began retaliating against Plaintiffs by scheduling Plaintiff Maier for different shifts and lessening her hours by 25 to 50 percent.

4.37 Ms. DeWeerth also lessened Plaintiff Towns' hours by 25 to 50% percent.

4.38 Ms. DeWeerth also began selecting Plaintiffs' coworkers—who did not request swing and night shifts—to work Plaintiffs' requested shifts with their requested hours.

4.39 On information and belief, Starbucks has no policy that a barista work all shifts.

4.40 Per Starbucks protocol, both Plaintiffs were supposed to have meetings with Ms. DeWeerth to discuss their personal development plans before May 2018. Plaintiff Towns never was put on the schedule for the meeting even though all their coworkers were.

4.41 During Plaintiff Maier's personal development meeting with Ms. DeWeerth, Ms. DeWeerth tried to discourage Plaintiff Maier from continuing to ask for a promotion. She told her that Plaintiffs would not be allowed to work together if Plaintiff Maier got promoted due to the perception of "favoritism."

4.42 When Plaintiff Maier stated she was still interested in the promotion, Ms. DeWeerth added another expectation: She would need to be more talkative and "create a warm and welcoming environment" like Jared Ard.

4.43 On information and belief, Jared Ard has no hearing impairment.

1
2 4.44 On April 4, Ms. DeWeerth issued Plaintiff Towns a written warning for, in
3
4 part, not greeting customers and complaining about being placed on a register—two tasks that
5
6 Plaintiff Towns had previously explained are difficult as a deaf or hard-of-hearing person.
7

8
9 4.45 On April 25, 2018, Ms. DeWeerth gave Plaintiff Towns a print-out about
10
11 accommodations and wrote down an email address from which Plaintiff Towns was
12
13 supposed to be delivered more information about POS accommodations. She took down Ms.
14
15 Towns' email address and said that someone would contact her. Plaintiff never received any
16
17 email about an accommodation.
18

19
20 4.46 On May 29, Starbucks shut down for a companywide race discrimination
21
22 meeting. Plaintiffs had requested from Ms. DeWeerth that two interpreters be present.
23

24
25 4.47 Plaintiffs had also asked to discuss with Ms. DeWeerth their reduced hours
26
27 and Ms. DeWeerth had suggested to meet after the company meeting.
28

29
30 4.48 Though Ms. DeWeerth had assured Plaintiffs that two interpreters would be
31
32 present for the meeting, only one was in attendance for the first half hour or so of the
33
34 company meeting.
35

36
37 4.49 The employees were supposed to pair up to discuss what they had learned in a
38
39 training video. Because there was only one interpreter present at this time, Plaintiffs needed
40
41 to stay together in order to fully participate in the meeting.
42

43
44 4.50 In front of all of their peers, Ms. DeWeerth stood up and pointed at Plaintiffs,
45
46 commanding them to separate, saying, "You know each other." Though it is common for
47
48 Starbucks partners to "know each other" and be friends, including in the Forest Store, Ms.
49
50

1
2 DeWeerth did not split up other pairs of known friends such as Ashlynn Kinzer and Cristin
3
4 Roberts or Jared Ard and Josh Dugger.
5

6 4.51 During the meeting, during a group discussion about communication, Ms.
7
8 DeWeerth singled out Plaintiffs and told them to “think positively” about any
9
10 misunderstandings or issues with other baristas and everything would resolve itself.
11

12
13 4.52 Only Plaintiffs—the only two deaf/hard-of-hearing employees—were singled
14
15 out for separation even though the one interpreter could not be in two conversations at once.
16

17
18 4.53 After the second interpreter arrived, Ms. DeWeerth motioned for Plaintiffs to
19
20 separate, which they did immediately.
21

22
23 4.54 After the meeting, Ms. DeWeerth, Plaintiffs, and one of the interpreters met
24
25 regarding the work schedule. Plaintiffs explained that they were accustomed to getting at a
26
27 very minimum 30 hours per week but more regularly around 37 hours per week but were
28
29 currently only getting between 24-29.
30

31
32 4.55 Ms. DeWeerth stated that she would fix the schedule and that the new person,
33
34 Aaron Anderson, had been hired only as an extra for when Plaintiffs were sick or needed
35
36 time off. She assured them that he would only work 20 hours maximum.
37

38
39 4.56 After the meeting, however, the scheduling did not change. Mr. Anderson was
40
41 consistently getting 34-38 hours but Plaintiffs were typically now under 30.
42

43
44 4.57 Plaintiff Towns, upon seeing the schedule, was frustrated and hurt that Ms.
45
46 DeWeerth had not upheld her promise and uttered a word of profanity to herself in the back
47
48 room. After making this comment, Jared Ard told Plaintiff that he had heard the comment
49
50

1
2 while he was on the phone. He asked Plaintiff if she was okay and encouraged her to speak
3
4 up again to Ms. DeWeerth about the scheduling issues.
5

6 4.58 A few weeks later, on July 23, Ms. DeWeerth called Plaintiffs into a meeting
7
8 stating that an employee found it “awkward” to work with Plaintiffs and that Plaintiffs did
9
10 not talk as much to their coworkers and customers.
11

12 4.59 Plaintiffs again explained what they had explained before—that they felt
13
14 alienated by their coworkers who refused to talk to them, ignored them, turned their backs to
15
16 them, and interrupted their customer conversations.
17

18 4.60 Rather than Ms. DeWeerth acknowledging Plaintiffs’ concerns, Ms.
19
20 DeWeerth told Plaintiffs that it was their responsibility to “fix it” and that they had two
21
22 weeks to do so.
23

24 4.61 Ms. DeWeerth additionally confronted Plaintiff Towns about using a word of
25
26 profanity in the back room, stating that Jared Ard had complained about her. Plaintiff
27
28 admitted that in her frustration of finding that her hours were cut again, she had muttered a
29
30 curse word. Ms. DeWeerth stated that she would have to get HR involved.
31
32

33 4.62 A few days later, Ms. DeWeerth demanded a written statement about the
34
35 profanity.
36
37

38 4.63 At the Starbucks Forest store, it is commonplace for employees to engage in
39
40 the use of profanity on the work floor and in the back room.
41
42
43
44
45
46
47
48
49
50

1
2 4.64 On information and belief, no other Forest barista who has used profanity in
3
4 the back room, or even on the floor in front of customers, including Ari Lim, Shane Boniec,
5
6 and Jared Ard, have been reprimanded or had the issue escalated to HR.
7

8
9 4.65 On July 26, Plaintiff Towns submitted her written statement to Ms. DeWeerth.
10

11 4.66 Even though the two-week period was not yet up, on July 30, Ms. DeWeerth
12
13 terminated Plaintiff Towns for “failure to create a warm and welcoming environment while
14
15 at work” and for swearing in the back room. She further explained during the meeting that
16
17 the store was just not “a good fit” for Plaintiff Towns.
18

19
20 4.67 Since her wrongful termination, Plaintiff Towns has suffered financial
21
22 damages in the form of lost pay. Plaintiff has been unable to find new employment,
23
24 particularly because she must tell a potential employer that she was terminated, albeit
25
26 unlawfully.
27

28
29 4.68 Plaintiff Maier continues to be treated illegally as she is told that she must
30
31 work on her communication and be chattier and has been passed up for three promotions.
32

33
34 4.69 On August 20, Ms. DeWeerth told Plaintiff Maier that if she wanted her old
35
36 shift back, she had to be “as chatty as everyone else.”
37

38
39 4.70 Being “chatty” is difficult with a hearing impairment, but Plaintiff constantly
40
41 makes an effort to meet Ms. DeWeerth’s request.
42

43 4.71 On September 28, a new supervisor, Hannah Strunk, pulled Plaintiff Maier
44
45 aside to tell her that she was being perceived as “angry” and “frustrated” by some of her
46
47 colleagues. Plaintiff tried to explain that she is naturally a quiet person, and though she is
48
49
50

1
2 trying to be friendly and chatty, she had been having difficulty with one of her new
3
4 coworkers who was constantly disappearing from the floor and her assigned stations.
5

6 4.72 In response, Ms. Strunk told Plaintiff that she had “until Monday” to “fix” it.
7
8 She additionally threatened Plaintiff, stating, “If we keep getting this feedback from the new
9
10 baristas, we’ll change the schedule for next week and you will not receive predictability
11
12 pay.”
13

14
15 4.73 On October 2, Plaintiff Maier was written up for “failing to create an
16
17 environment of warmth and belonging” and failing to train new baristas.
18

19
20 4.74 Plaintiff Maier was saddened by this discipline because, despite trying to
21
22 engage with her coworkers, she never felt any reciprocity of warmth or belonging extended
23
24 to her by any of her hearing coworkers. Moreover, she was shocked the allegation that she
25
26 failed to train new baristas because she had often tried to do so, but was constantly ignored
27
28 and undermined by the new baristas when she offered assistance or advice.
29

30
31 4.75 Despite Plaintiff Maier’s repeated requests to have an interpreter present for
32
33 meetings, Ms. Maier’s supervisors, including Ms. DeWeerth and Ms. Strunk, continue to
34
35 hold meetings one-on-one without an interpreter, which can be difficult for Plaintiff Maier.
36
37

38 4.76 Ms. DeWeerth also has begun broadcasting to store personnel on the schedule
39
40 Plaintiff Maier’s need for an accommodation. For instance, on the November 11, 2018
41
42 schedule, Ms. DeWeerth wrote “w/interpreter” next to Plaintiff’s Maier’s name, in violation
43
44 of Plaintiff’s privacy and Starbucks’ employee handbook.
45
46
47
48
49
50

1
2 4.77 As further punishment, Ms. DeWeerth has begun scheduling Plaintiff Maier to
3
4 come in on her off-days for short trainings and meetings, rather than stacking the trainings
5
6 and meetings on work days as she does for other employees.
7

8
9 4.78 Plaintiff Maier has now been up for a promotion for a year, but Ms. DeWeerth
10
11 willfully continues no to promote her.
12

13 4.79 As a result of Defendant's illegal treatment, Plaintiffs have suffered loss of
14
15 enjoyment of life, pain and suffering, mental anguish, emotional distress, and humiliation.
16
17

18
19 **V. FIRST CAUSE OF ACTION – DISABILITY DISCRIMINATION**
20

21
22 5.1 Plaintiff realleges paragraphs 1.1 through 4.79 of the Complaint and hereby
23
24 incorporates the same by reference.
25

26
27 5.2 Plaintiffs had a medically recognized and diagnosed impairment, a record or
28
29 history of an impairment, or was perceived by Defendant to have an impairment.
30

31 5.3 Plaintiff Towns was terminated.
32

33
34 5.4 Plaintiff Maier was not promoted and her work hours have been reduced by
35
36 between 25 and 50 percent.
37

38 5.5 Plaintiff Towns' disability, or the perception of her having a disability, was a
39
40 substantial factor in Defendant's decision to terminate her.
41

42
43 5.6 Plaintiff Maier's disability, or the perception of her having a disability, was a
44
45 substantial factor in Defendant's decision not to promote her on multiple occasions.
46

47 5.7 Defendant's conduct constitutes a violation of Washington law, including
48
49
50

1
2 RCW 49.60.030, 49.60.040, and 49.60.180, for which Plaintiffs are entitled to compensatory
3
4 damages, back pay and front pay, attorneys' fees, and costs.
5

6
7 **VI. SECOND CAUSE OF ACTION – FAILURE TO REASONABLY**
8 **ACCOMMODATE A DISABILITY**
9

10 6.1 Plaintiff realleges paragraphs 1.1 through 5.7 of the Complaint and hereby
11
12 incorporates the same by reference.
13

14 6.2 Plaintiff Towns had an impairment, specifically profound hearing loss in her
15
16 left ear, and profound deafness in her right ear.
17

18 6.3 Plaintiff Maier had an impairment, specifically worsening profound hearing
19
20 loss in both ears.
21

22 6.4 Plaintiffs gave Defendant notice of their impairment and their need of
23
24 reasonable accommodations.
25

26 6.5 Plaintiff Towns would have been able to continue to perform the essential
27
28 functions of her job had Defendant not terminated her for a discriminatory reason.
29

30 6.6 Plaintiff Maier would be able to continue to perform the essential functions of
31
32 her job had Defendant accommodated her disability.
33

34 6.7 Plaintiff Maier would have been able to perform the essential functions of the
35
36 Shift Supervisor job had she not been denied a promotion for a discriminatory reason.
37

38 6.8 Defendant failed to engage in the interactive process when it terminated
39
40 Plaintiff Towns.
41

42 6.9 Defendant failed to engage in the interactive process when it failed to promote
43
44
45
46
47
48
49
50

1
2 Plaintiff Maier.

3
4 6.10 Defendant continues to fail to engage in the interactive process with Plaintiff
5
6 Maier by not honoring her requests for an interpreter, having her work schedule unfairly
7
8 altered, and requiring her to be in a role for an extended period of time.
9

10
11 6.11 Defendant's failure to engage in the interactive process and decision to cease
12
13 reasonably accommodating Plaintiffs for their impairment violates Washington law,
14
15 including RCW 49.60.030, 49.60.040, and 49.60.180, for which Plaintiffs are entitled to
16
17 compensatory damages, back pay and front pay, attorneys' fees, and costs.
18
19

20 21 **VII. PRAYER FOR RELIEF**

22
23 WHEREFORE, Plaintiffs prays for relief as follows:

- 24
25 A. Damages for back pay and front pay in an amount to be proved at trial;
26
27 B. Reinstatement of employment for Plaintiff Towns;
28
29 C. Promotion for Plaintiff Maier;
30
31 D. Damages for loss of enjoyment of life, pain and suffering, mental anguish,
32
33 emotional distress, and humiliation in an amount to be proved at trial.
34
35 E. Reasonable attorneys' fees and costs;
36
37 F. Prejudgment interest in an amount to be proved at trial;
38
39 G. Compensation for any tax penalty associated with recovery; and
40
41 H. Whatever further and additional relief the Court shall deem just and equitable.
42
43
44
45
46
47
48
49
50

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

Respectfully submitted this 21st day of November, 2018.

HKM EMPLOYMENT ATTORNEYS LLP

/s/ Rachel M. Emens

Jason A. Rittereiser, WSBA No. 43628

Rachel M. Emens, WSBA No. 49047

Henry Brudney, WSBA No. 52602

600 Stewart Street, Suite 901

Seattle, WA 98101

Telephone: (206) 838-2504

Facsimile: (206) 260-3055

jrittereiser@hkm.com

remens@hkm.com

hbrudney@hkm.com

Attorneys for Plaintiffs