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**IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA**

CHRISTOPHER JONES,

Plaintiff,

v.

MARRIOT INTERNATIONAL INC,  
LLC,

Defendant.

CV 12 0587  
NO. CV-2

PLAINTIFF CHRISTOPHER JONES'S  
COMPLAINT FOR VIOLATIONS OF  
THE UNIFORMED SERVICES  
EMPLOYMENT AND  
REEMPLOYMENT RIGHTS ACT,  
DEMAND FOR DAMAGES AND  
JURY TRIAL

**EXEMPT FROM FILING FEES  
UNDER TO 38 U.S.C. 4323(h)(1)**

**FILED**  
FEB - 3 2012  
RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
MD  
FS

E-filing

DMR

1 COMES NOW Plaintiff CHRISTOPHER JONES, by and through his  
2 attorneys, and alleges:

3  
4 **I. PARTIES AND JURISDICTION**

5 1. Plaintiff, CHRISTOPHER JONES ("Mr. Jones") resided in the Northern  
6 District of California at all times pertinent hereto.

7  
8 2. Defendant, MARRIOT INTERNATIONAL, INC., ("Marriot") is licensed  
9 to conduct business within the State of California, and maintains business at the  
10 San Francisco Marriott Marquis, 55 Fourth Street, San Francisco, CA 94103.

11  
12 3. Mr. Jones was an employee of Marriot at all times pertinent hereto.

13  
14 4. For the purposes of 38 U.S.C. § 4303(4), Defendant, Marriot is a private  
15 employer operating within the State of California.

16  
17 5. All acts complained of occurred within the Northern District of California.

18  
19 6. The United States District Court for the Northern District of California has  
20 personal jurisdiction over the parties and subject matter jurisdiction regarding the  
21 claims in this complaint pursuant to 38 U.S.C. § 4323(b) and 28 U.S.C. § 1331.

22  
23 7. Venue is proper in the Northern District of California under 38 U.S.C. §  
24 4323(c) and 28 U.S.C. § 1391(b) because the acts and omissions complained  
25 herein occurred in the Northern District and because the parties reside there.

1  
2 **II. INTRADISTRICT ASSIGNMENT**

3 8. This action arose in San Francisco, California; therefore, pursuant to local  
4 rules it should be assigned to the San Francisco/Oakland Division.  
5

6 **III. FACTS**

7  
8 9. Plaintiff re-alleges paragraphs 1 through 8.

9 10. Mr. Jones is a veteran of the United States Marine Corps and Reserve. His  
10 service includes multiple deployments in support of Operations Iraqi Freedom and  
11 Enduring Freedom, and he continues to serve as a First Lieutenant in the Marine  
12 Corps Reserve.  
13

14 11. All of Mr. Jones's records for discharge from active duty reflect honorable  
15 service to the United States and include both personal and unit decorations for  
16 valor and meritorious service.  
17

18 12. The applicable service periods for Mr. Jones in the uniformed services do  
19 not exceed 5 years.  
20

21 13. Mr. Jones started work at Marriot in January 2001.  
22

23 14. From 2001 until 2008, Mr. Jones worked at Marriot and received positive  
24 performance evaluations and earned both annual and merit increases prior to his  
25 military activation.  
26  
27  
28

1 15. In December 2008, Mr. Jones received orders to active duty and gave notice  
2 of the same to Marriot.

3  
4 16. During Mr. Jones's absence, Marriot replaced his position, and work, with  
5 other employees.

6 17. Mr. Jones's military service lasted until October 8, 2009.

7  
8 18. Mr. Jones gave Marriot notice of his intent to return to work on November  
9 17, 2009.

10  
11 19. Rather than reemploy Mr. Jones as required by federal statute, Marriot  
12 denied Mr. Jones reemployment.

13  
14 20. To this day, Marriot continues to deny Mr. Jones a salary and other benefits  
15 of employment.

16  
17 21. Upon information and belief, Marriot continues to deny Mr. Jones the  
18 opportunity to participate in a USERRA protected retirement plan.

19  
20 22. From November 2009, to present, Mr. Jones made repeated requests for  
21 Marriot to reemploy him and repeatedly informed Marriot of his protected status  
22 and rights under USERRA, but these efforts led nowhere.

23  
24 23. In January 2010, Marriot made a final decision to deny Mr. Jones  
25 reemployment and asked him to waive his rights to enforce his protections under  
26 the USERRA and other federal laws.

1  
2  
3 **IV. CAUSES OF ACTION**

4 24. Plaintiff re-alleges paragraphs 1 through 23.

5 25. Defendant violated Mr. Jones's rights as guaranteed by the USERRA 38  
6 U.S.C. §§ 4301 to 4335, including but not limited to: 38 U.S.C. § 4311  
7 discrimination and retaliation in employment; 38 U.S.C. §§ 4312, 4313  
8 reemployment rights; § 4316, and 20 C.F.R. § 1002.247, rights and benefits of  
9 persons absent from employment for service in the armed forces; and § 4318, and  
10 20 C.F.R. § 1002.262(a), employee pension and benefit plans.

11  
12  
13 **(CAUSE OF ACTION NO. 1 – VIOLATION OF 38 U.S.C. §4311)**

14 26. Plaintiff re-alleges paragraphs 1 through 25.

15 27. Defendant violated 38 U.S.C. § 4311 of USERRA, among other ways, by  
16 discriminating against Mr. Jones when Defendant denied him employment  
17 benefits, including pay, promotion and training, because of his membership,  
18 service, or obligation to perform military service.

19  
20  
21  
22 **(CAUSE OF ACTION NO. 2 – VIOLATION OF 38 U.S.C. §§4312&4313)**

23 28. Plaintiff re-alleges paragraphs 1 through 27.

24 29. Defendant violated 38 U.S.C. §§ 4312, 4313, among other ways, by failing  
25 to promptly reemploy Mr. Jones in a position of seniority with other rights and  
26 benefits determined by seniority plus the additional seniority, and rights, and  
27  
28

1 benefits, that Mr. Jones would have attained had he remained continuously  
2 employed.

3  
4 **(CAUSE OF ACTION NO. 3 – VIOLATION OF 38 U.S.C. §4316)**

5 30. Plaintiff re-alleges paragraphs 1 through 29.

6 31. Defendant violated 38 U.S.C. § 4316, among other ways, by denying Mr.  
7 Jones the rights and benefits determined by seniority and such other rights and  
8 benefits not determined by seniority Mr. Jones would have attained if he had  
9 remained continuously employed at Marriot.  
10

11  
12 **(CAUSE OF ACTION NO. 4 – VIOLATION OF 38 U.S.C. §4318)**

13 32. Plaintiff re-alleges paragraphs 1 through 31.

14 33. Defendant violated 38 U.S.C. § 4318, among other ways, by denying Mr.  
15 Jones the right to make contributions to a retirement plan, by failing to give timely  
16 and adequate notice to the plan administrator as required under the USERRA, and  
17 denying Mr. Jones the opportunity to fully participate in his retirement plan.  
18

19  
20 **(CLAIM FOR LIQUIDATED DAMAGES – 38 U.S.C. §4323)**

21 34. Plaintiff re-alleges paragraphs 1 through 33.

22 35. Plaintiff is entitled to liquidated damages under USERRA because the  
23 Defendant knew, or showed reckless disregard regard for whether its conduct was  
24 prohibited under USERRA.  
25  
26  
27  
28

1 36. Defendant's conduct was willful as defined by §4323(d), 20 C.F.R. §  
2 1002.312(c), because Mr. Jones gave Defendant multiple notices that its actions  
3 violated USERRA, and Defendant showed reckless disregard for the matter.  
4

5 37. To the extent that Defendant alleges application of any agreement that  
6 constitutes any limitation on Mr. Jones's rights under USERRA, it is illegal, null  
7 and void, inapplicable and of no force or effect pursuant to 38 U.S.C. § 4302.  
8

9 **V. PRAYER FOR RELIEF**

10 Plaintiff respectfully prays for:

11  
12 A. Compensation for all injury and damages suffered by CHRISTOPHER  
13 JONES including, but not limited to, both economic and non-economic damages,  
14 in the amount to be proven at trial including back pay, front pay, pre and post  
15 judgment interest, lost benefits of employment, negative tax consequences of any  
16 award, liquidated damages, exemplary damages, and punitive damages as  
17 provided by law.  
18  
19

20 B. Plaintiff's reasonable attorney, expert fees, and costs, pursuant to 38 U.S.C.  
21 § 4323, and as otherwise provided by law.  
22

23 //

24 //

25 //

26 //

27 //

28 //

1 C. For such other and further relief as this Court deems just and equitable,  
2 including injunctive relief enjoining future violations of the USERRA.

3  
4 Respectfully submitted this 3/1st day of January, 2012.

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6 By: 

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**JURY DEMAND**

Pursuant to Fed. R. Civ. P. 38 or any similar rule of law, Plaintiff demands a trial by jury for all causes of action and issues for which trial by jury is available.

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