

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 09-CV-403
	)	
STONE LEGACY CORPORATION n/k/a	)	
LEGACY MANAGEMENT TEAM, INC.,	)	
STEVE MEYER and SCOTT HERMAN,	)	
	)	
Defendants.	)	

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**COMPLAINT**

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COMES NOW the plaintiff, the United States of America, by Stephen P. Sinnott, Acting United States Attorney for the Western District of Wisconsin, by Richard D. Humphrey, Assistant United States Attorney, and alleges as follows:

1. This action is brought by the United States to enforce the provisions of the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. App. §§ 501-596.
2. This court has jurisdiction over this action under 28 U.S.C. § 1331 and 28 U.S.C. § 1345.
3. Venue is proper in this judicial district under 28 U.S.C. § 1391(b) because the events giving rise to the United States' claims occurred in the Western District of Wisconsin and the defendants do business in the Western District of Wisconsin.
4. At all relevant times, Stone Legacy Corporation n/k/a Legacy Management Team, Inc. operated a commercial building lease business

with its principal place of business at 1325 Tainter Street, Menominee, Wisconsin.

5. Upon information and belief, at all relevant times Steve Meyer was the President of Stone Legacy Corporation n/k/a Legacy Management Team, Inc., and Scott Herman was the Vice-President of Legacy Management Team, Inc.
6. Stone Legacy Corporation n/k/a Legacy Management Team, Inc. owns the commercial property located at S1075 Westland Drive, Spring Valley, Wisconsin.
7. Lieutenant Commander John T. Fojut is a Naval Reservist, who was ordered to active duty with the United States Navy, effective January 5, 2009.
8. Lieutenant Commander Fojut and his wife Annie T. Fojut are the sole members of Fojut Investments, LLC.
9. Fojut Investments, LLC leased the business property at S1075 Westland Drive, Spring Valley, Wisconsin, from Stone Legacy Corporation.
10. Lieutenant Commander Fojut, his wife and his father Robert Fojut personally guaranteed payment of all amounts due on the lease.
11. A security deposit of four thousand one hundred and sixty-seven dollars (\$4,167.00) was provided to Stone Legacy Corporation, as required under the lease.

12. On or about January 5, 2009, Lieutenant Commander Fojut departed the United States for his assignment to Commander, U.S. Naval Forces Europe and Africa. This assignment involves deployment to one or more Navy warships and official travel to Africa.
13. On or about October 28, 2008, before his activation and deployment, Lieutenant Commander Fojut provided notice to Stone Legacy Corporation that he was terminating the lease pursuant to Section 305 of the SCRA, 50 U.S.C. App. § 535.
14. Pursuant to 50 U.S.C. App. § 535(d)(1), the lease of premises terminated on November 30, 2008, and the security deposit was required to be returned to Lieutenant Commander Fojut.
15. The security deposit has not been returned to Lieutenant Commander Fojut, and the defendants have threatened to seek payment from the guarantors.
16. The withholding of a security deposit or other property of a service member who lawfully terminates a lease constitutes a violation of 50 U.S.C. App. § 535.
17. Defendants' conduct was intentional, willful, and taken in disregard of the rights of Lieutenant Commander Fojut.
18. Lieutenant Commander Fojut has been injured and has suffered damages as a result of defendants' illegal conduct.

WHEREFORE, the United States prays that the Court enter an order that:

1. Declares that the defendants' conduct violated the SCRA;
2. Enjoins defendants, their agents, employees, and successors, and all other persons in active concert or participation with the defendants, from:
  - a. withholding the security deposit or any other property of Lieutenant Commander Fojut based upon a claim of rent due after the date of termination of the lease in violation of Section 305 of SCRA, 50 U.S.C. App. § 535;
  - b. seeking to enforce any guarantee under the lease of property that was lawfully terminated under 50 U.S.C. App. § 535.
3. Awards appropriate monetary damages to Lieutenant Commander Fojut for defendants' violation of the SCRA, 50 U.S.C. App. § 535.

The United States further prays for such additional relief as the interests of justice may require.

Dated this 25<sup>th</sup> day of June 2009.

Respectfully submitted,

STEPHEN P. SINNOTT  
Acting United States Attorney

By:

*/s/ Richard D. Humphrey*  
RICHARD D. HUMPHREY  
Assistant United States Attorney