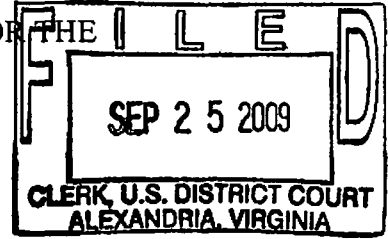


IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION



UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 FERDOWS AKHAVAN, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

CIVIL NO. 1:09cv1077  
CMH/TRJ

**CONSENT ORDER**

**I. INTRODUCTION**

1. This Consent Order resolves the allegations of the United States' Complaint that Defendant Ferdows Akhavan violated the Servicemembers Civil Relief Act (hereinafter "SCRA"), 50 App. U.S.C. §§ 501-596, when she refused to return rent paid in advance, a security deposit, and a pet deposit to her former tenants, United States Air Force Colonel Debra Bean, and her husband, Eugene Bean.

2. The parties agree that, to avoid costly and protracted litigation, the claims against Defendant should be resolved without further proceedings and an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the parties agree to the entry of this Consent Order.

It is hereby ORDERED, ADJUDGED and DECREED:

**II. INJUNCTIVE RELIEF**

3. Defendant, her employees, agents, representatives, successors and assigns, and all other persons in active concert or participation with her are enjoined from:

- a. Failing to return rents or lease amounts paid in advance by servicemembers for a period after the effective date of the termination of a lease, in violation of 50 App. U.S.C. § 535(f); and
- b. Knowingly seizing, holding, or detaining the personal effects, security deposits, or other property of servicemembers, in violation of 50 App. U.S.C. § 535(h).

4. Defendant has represented that, since July 2008, she has not acted as a lessor, as that term is used in Section 535 of the SCRA, 50 App. U.S.C. § 535. In the event that at any time during the term of this Order Defendant decides to resume acting as a lessor, or is involved in any way in the rental of residential real estate, she shall notify counsel for the United States in writing.<sup>1</sup> Before actively engaging in such business activity, Defendant shall attend training on the SCRA. The training shall be conducted by a qualified third party, approved by the United States and unconnected to the Defendant. Defendant shall bear any expenses associated with this training. The person or entity that conducts this training shall certify in writing to counsel for the United States that Defendant successfully completed this training. Only after the United States has received this written certification may Defendant begin to engage in such business activity.

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<sup>1</sup> Any documents or written material required by this Order to be sent to counsel for the United States shall be sent by commercial (non-USPS) overnight delivery service addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ # 216-79-6.

**III. DAMAGES FOR COLONEL DEBRA BEAN AND MR. EUGENE BEAN**

5. Within fifteen (15) days of the entry of this Order, the Defendant shall pay Colonel Debra Bean and Mr. Eugene Bean five thousand six hundred fifty dollars (\$5,650.00) in monetary damages. The Defendant shall pay said money by sending to counsel for the United States a certified check for five thousand six hundred fifty dollars (\$5,650.00) payable to Debra and Eugene Bean.

6. Colonel Debra Bean and Mr. Eugene Bean shall not receive that check until the United States has received from Colonel Debra Bean and Mr. Eugene Bean the signed releases at Appendices A and B. When counsel for the United States has received the check from the Defendant payable to Debra and Eugene Bean and the signed releases in the form of Appendices A and B from Colonel Debra Bean and Mr. Eugene Bean, counsel for the United States shall deliver the check to Colonel Debra Bean and Mr. Eugene Bean and the original, signed releases to the Defendant.

**IV. REPORTING AND RECORD-KEEPING REQUIREMENTS**

7. The provisions of this Paragraph shall apply to Defendant only in the event that she again becomes active in any way in the rental of residential real estate during the term of this Order. Within ninety (90) days of the entry of this Order, and thereafter on the anniversary of the entry of this Consent Order, the Defendant shall submit to the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the termination of this Consent Order. The compliance report shall include: (a) a copy of any residential lease entered into by the Defendant since the entry of the Consent Order; and (b)

statement describing the number and location of all residential properties being rented by the Defendant and whether any lessee is a servicemember.

8. The provisions of this Paragraph shall apply to Defendant only in the event that she again becomes active in any way in the rental of residential real estate during the term of this Order. During the term of this Order, the Defendant shall notify counsel for the United States in writing within fifteen (15) days of receipt of any written or oral complaint against the Defendant or Defendant's agents or employees, regarding possible violations of the SCRA. If the complaint is written, the Defendant shall provide a copy of it with the notification. The notification shall include the full details of the complaint, including the complainant's name, address, and telephone number. The Defendant shall also promptly provide the United States all information it may request concerning any such complaint and shall inform the United States in writing within fifteen (15) days of the terms of any resolution of such complaint.

9. For the duration of this Order, the Defendant shall preserve all records related to this Consent Order, including files or other records connected with any residential leases. Upon reasonable notice to the Defendant, representatives of the United States shall be permitted to inspect and copy any of the Defendant's records related to this Consent Order, provided, however, that the United States shall endeavor to minimize any inconvenience to the Defendant.

#### **V. SCOPE OF CONSENT ORDER**

10. The provisions of this Consent Order shall apply to the Defendant, her employees, agents, assigns, successors-in-interest, and all persons in active concert or participation with her.

**VI. MODIFICATIONS, ATTORNEY'S FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE**

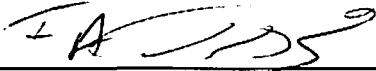
11. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the parties. The other provisions of this Consent Order may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective thirty (30) days from the date of the filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Order or until such time as the Court indicates through a written order that it has not approved the modification.

12. All parties shall be responsible for their own attorney's fees and court costs, except as provided for in Paragraph 13 below.

13. The parties to this Consent Order shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by the Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise comply with any provision thereof, the United States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring the performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may have been occasioned by the Defendant's violation or failure to perform.



Approved as to form and substance:

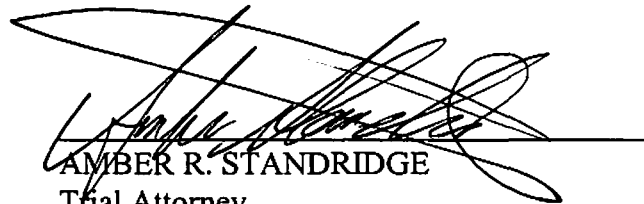


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APPENDIX A

RELEASE OF ALL CLAIMS BY DEBRA BEAN

In consideration for the parties' agreement to the terms of the Consent Order entered by the Court in United States v. Ferdows Akhavan, Civil No. \_\_\_\_\_ (E.D. Va.), and the Defendant's payment to Eugene Bean and me of \$5,650.00, pursuant to the Consent Order, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the illegal conduct alleged in that litigation, up to and including the date of execution of this release, that I may have against the Defendant, Ferdows Akhavan, and her agents, employees, heirs, executor, administrator, successors or assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
DEBRA BEAN



APPENDIX B

RELEASE OF ALL CLAIMS BY EUGENE BEAN

In consideration for the parties' agreement to the terms of the Consent Order entered by the Court in United States v. Ferdows Akhavan, Civil No. \_\_\_\_\_ (E.D. Va.), and the Defendant's payment to Debra Bean and me of \$5,650.00, pursuant to the Consent Order, I hereby release and forever discharge all claims related to the facts at issue in the litigation referenced above, or in any way related to that litigation, and any other claims arising from the illegal conduct alleged in that litigation, up to and including the date of execution of this release, that I may have against the Defendant, Ferdows Akhavan, and her agents, employees, heirs, executor, administrator, successors or assigns.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
EUGENE BEAN