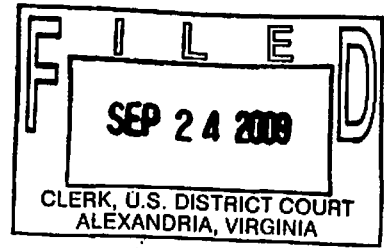


IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION



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

CIVIL NO. 1:09cv1077
cmh/TJS

COMPLAINT

The United States of America alleges as follows:

NATURE OF ACTION

1. This action is brought by the United States to enforce the provisions of the Servicemembers Civil Relief Act (hereinafter "SCRA"), 50 App. U.S.C. §§ 501-596.

JURISDICTION AND VENUE

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 Eastern District of Virginia.

DEFENDANT

4. Defendant Ferdows Akhavan is a resident of Gainesville, Virginia. At all times relevant to this complaint, Ms. Akhavan owned a single-family dwelling located at 10506 Sideburn Court in Fairfax, Virginia.

FACTUAL ALLEGATIONS

5. At all times relevant to this complaint, Colonel Debra Bean was an active duty member of the United States Air Force. From about July 2007 to about May 29, 2008, Colonel Bean served as the Chief of the Civil-Military Aviation Systems and Airfield Operations Division at the Pentagon in Arlington, Virginia.

6. On about June 11, 2007, Colonel Bean and her husband, Eugene Bean, signed a two-year lease for 10506 Sideburn Court in Fairfax, Virginia. Ferdows Akhavan was named as the landlord on the lease signed by Colonel Bean and Eugene Bean. Ferdows Akhavan's daughter, Rosanna Akhavan, was listed on the lease as the contact for all matters involving the rental of 10506 Sideburn Court.

7. At all times relevant to this complaint, Rosanna Akhavan lived with Ferdows Akhavan in Gainesville, Virginia.

8. Under the terms of the June 11, 2007 lease, the monthly rent for 10506 Sideburn Court was \$3,000.00, payable on the first day of each month beginning with the July 1, 2007 payment.

9. On or prior to July 1, 2007, Colonel Bean and Eugene Bean gave Ferdows Akhavan a \$3,000.00 security deposit and a \$500.00 pet deposit.

10. Under the terms of the June 11, 2007 lease, Ferdows Akhavan was required to, within thirty (30) days after the termination of the Beans' tenancy at 10506 Sideburn Court, provide the Beans with a statement, if applicable, showing all charges paid against the Beans' \$3,000.00 security deposit, and return to the Beans any remaining amount of the security deposit not used for repairs and/or unpaid rent and utilities.

11. Under the terms of the June 11, 2007 lease, the Beans had the right to terminate the lease if Colonel Bean was transferred more than thirty-five miles from 10506 Sideburn Court by the United States Air Force.

12. Under the terms of the lease, the Beans were required to pay Ferdows Akhavan \$1,500.00 for any early termination of the lease.

13. Colonel Bean, Eugene Bean and their two sons moved into 10506 Sideburn Court on about July 1, 2007. The Beans made all rent payments in a timely manner from July 1, 2007, through May 2008.

14. On about April 14, 2008, Colonel Bean received permanent change of station orders from the United States Air Force transferring her from the Pentagon to Robins Air Force Base in Robins, Georgia. Under the terms of the orders, Colonel Bean was required to report for duty at Robins Air Force Base by no later than May 30, 2008.

15. On about May 12, 2008, Eugene Bean sent a certified letter, via the United States Postal Service, to Rosanna Akhavan in Gainesville, Virginia, informing her that his family intended to move out of 10506 Sideburn Court on June 19, 2008. Included with Eugene Bean's May 12, 2008 letter was a check for \$1,900.00 for rent for the time period from June 1, 2008, to June 19, 2008, a second check for \$1,500.00 for the early lease termination, and a copy of Colonel Bean's permanent change of station orders.

16. The Beans moved out of 10506 Sideburn Court on or about June 19, 2008.

17. On about June 27, 2008, Rosanna Akhavan sent Eugene Bean an electronic mail message in which she stated that she had visited 10506 Sideburn Court and noted that everything looked fine at the property.

18. Following the Beans' termination of their tenancy at 10506 Sideburn Court, Ferdows Akhavan failed to return either the Beans' \$3,000.00 security deposit or their \$500.00 pet deposit.

19. To this date, Ferdows Akhavan has not provided the Beans with a statement showing any charges paid against the Beans' \$3,000.00 security deposit.

SERVICEMEMBERS CIVIL RELIEF ACT VIOLATIONS

20. Plaintiff re-alleges and herein incorporates by reference the allegations set forth in paragraphs 1-19 above.

21. By the actions and statements referred to in the foregoing paragraphs, Defendant has:

- a. Failed to return rents or lease amounts paid in advance by Colonel Bean and her husband 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 seized, held, or detained the personal effects, security deposit, or other property of Colonel Bean and her husband, in violation of 50 App. U.S.C. § 535(h).

22. Colonel Bean and her husband have been injured by, and have suffered damages as a result of, the Defendant's illegal conduct.

23. The Defendant's conduct was intentional, willful, and taken in disregard for the rights of Colonel Bean and her husband.

WHEREFORE, the United States of America prays that the Court enter an ORDER that:

1. Declares that the illegal conduct of Defendant as set forth above violates the SCRA;
2. Enjoins Defendant, her agents, employees, successors, and all other persons in active concert or participation with Defendant from knowingly withholding security deposits and/or failing to return rents or lease amounts paid in advance in violation of the SCRA; and
3. Awards appropriate monetary damages to Colonel Bean and her husband for Defendant's violation of the SCRA.

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

The United States requests a trial by jury.

Respectfully submitted,


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