

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

2012 MAY 21 P 3:34

UNITED STATES OF AMERICA )  
)  
Plaintiff, )  
)  
v. )  
)  
JOHN E. WILLIAMS, )  
)  
and )  
)  
OCCOQUAN FOREST DRIVE, LLC, )  
)  
Defendants. )  
\_\_\_\_\_ )

CLERK US DISTRICT COURT  
ALEXANDRIA, VIRGINIA

CIVIL NO. 1:12cv551  
AJT/JFA

**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 U.S.C. app. §§ 501-597b.

**JURISDICTION AND VENUE**

2. This Court has jurisdiction over this action under 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 50 U.S.C. app. § 597(a).

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.

**DEFENDANTS**

4. Defendant John E. Williams is a resident of Alexandria, Virginia. At all times relevant to this complaint, Mr. Williams managed the single-family dwelling located at 6121

Occoquan Forest Drive, Manassas, VA 20112.

5. At all times relevant to this complaint, Defendant Occoquan Forest Drive, LLC, which is located in Alexandria, Virginia, owned the single-family dwelling located at 6121 Occoquan Forest Drive, Manassas, VA 20112.

### **FACTUAL ALLEGATIONS**

6. At all times relevant to this complaint, Lieutenant Colonel John M. Thomas was an active duty member of the United States Air Force. From about April 2008 to June 30, 2010, Lt. Colonel Thomas served at the Pentagon (Secretary of the Air Force/AQL) as Deputy Chief in the Operational and Export Policy Division. Currently, Lt. Colonel Thomas is serving as Assistant Director of Operations, Sustainment, for the 30RS at Creech Air Force Base in Nevada.

7. On about April 26, 2008, Lt. Colonel Thomas and his wife, Bronwyn H. Salathiel-Thomas, signed a four-year lease for 6121 Occoquan Forest Drive, Manassas, VA 20112. Occoquan Forest Drive LLC was named as the landlord on the lease. John E. Williams was listed on the lease as the contact for all matters involving the rental of 6121 Occoquan Forest Drive, including payment of rent.

8. Under the terms of the lease, the monthly rent for 6121 Occoquan Forest Drive was \$2,450.00, payable on the first day of each month beginning with the June 1, 2008 payment.

9. On or prior to April 26, 2008, Lt. Colonel Thomas and Ms. Salathiel-Thomas gave John E. Williams a \$2,450.00 security deposit.

10. Under the terms of the lease, Lt. Colonel Thomas and Ms. Salathiel-Thomas had the right to terminate the lease if Lt. Colonel Thomas was transferred more than thirty-five miles from 6121 Occoquan Forest Drive by the United States Air Force.

11. Lt. Colonel Thomas and Ms. Salathiel-Thomas moved into 6121 Occoquan Forest Drive on about June 1, 2008. Lt. Colonel Thomas and Ms. Salathiel-Thomas made all rent payments in a timely manner from June 1, 2008, through June 1, 2010.

12. On about May 12, 2010, Lt. Colonel Thomas received permanent change of station orders from the United States Air Force transferring him from the Pentagon to Creech Air Force Base. Under the terms of the orders, Lt. Colonel Thomas was required to report for duty at Creech Air Force Base by no later than September 30, 2010. Creech Air Force Base is located in Nevada.

13. On about May 13, 2010, Lt. Colonel Thomas emailed and sent via certified mail a memorandum entitled "Tenant's Notice to Vacate," to John E. Williams informing him that he and his wife intended to move out of 6121 Occoquan Forest Drive on or before June 30, 2010. Included with the memorandum was a copy of Lt. Colonel Thomas's permanent change of station orders.

14. On or around June 25, 2010, Lt. Colonel Thomas emailed and sent via certified mail an additional notice to John E. Williams attaching a letter from his command indicating that he had an early report date of September 1, 2010, and was required to depart the area by August 25, 2010, for travel to his new duty station.

15. On June 29, 2010, Lt. Colonel Thomas accompanied John E. Williams on a walk-through inspection of the premises. Mr. Williams certified in writing that the premises were in "excellent" condition and that there would be "no charges against the security deposit."

16. On June 30, 2010, Lt. Colonel Thomas and Ms. Salathiel-Thomas moved out of 6121 Occoquan Forest Drive.

17. Under Section 17 of the lease, Mr. Williams was required to provide Lt. Colonel Thomas and Ms. Salathiel-Thomas an itemized statement of estimated deductions to be charged against the security deposit within thirty days after termination of the tenancy and the tenant's vacating the premises.

18. Virginia state law requires landlords to give written notice to tenants itemizing the security deposit, any accrued interest and any deductions, damages and charges within forty-five days after termination of the tenancy and delivery of possession. VA Code Ann. § 55-248.15:1 (West 2011).

19. In a letter dated August 28, 2010, John E. Williams claimed that he was entitled to rent for July 2010 (\$2,450) and a late fee of \$125, for a total of \$2,575. In addition, in this letter Mr. Williams for the first time alleged damage to the property caused by Lt. Colonel Thomas. Specifically, Mr. Williams alleged that Lt. Colonel Thomas owed (1) \$125 because he failed to "clear gutters on the garage" and "the rear guttering of the main roof and flat roof over the kitchen (contrary to Lt. Colonel Thomas' statements . . . at the walkthrough);" (2) \$250 to "repair potholes in the main drive;" and (3) \$300 to "service [the] septic system."

20. In a letter dated January 4, 2011, John Meixell, Chief of the United States Army's Legal Assistance Policy Division, sent a letter to Mr. Williams stating that under the Servicemembers Civil Relief Act, he was required to return Lt. Colonel Thomas's security deposit.

21. In a letter dated February 3, 2011, John E. Williams claimed additional fees. Specifically, he claimed to have relet the apartment on October 20, 2010, and claimed (1) \$2575 for September rent and late fee; (2) \$1758.33 for prorated October rent and late fee; (3) \$100 for

“clothes washer repair (net of home warranty coverage);” (4) \$100 for “water valve repair in 2<sup>nd</sup> bath (no hot water) (net);” (5) \$100 for “freeze damage to exterior hose bip/pipe on south side (net);” (6) \$100 to “replace faulty kitchen disposal;” (7) \$90 for “refrigerator water line leak (net);” (8) \$200 for “exterior food lamp, switches for kitchen lights, motion sensor for driveway light, deck lights repair - estimate;” and (9) \$125 to “repair stops in kitchen drawers.” Based on all of the alleged charges in both this letter and the August 28, 2010 letter, Williams claimed that Lt. Colonel Thomas owed \$5,898.33.

22. The damages claimed by Mr. Williams in his letters of August 28, 2010 and February 3, 2011 were untimely under the lease and Virginia state law.

23. Since Lt. Colonel Thomas and Ms. Salathiel-Thomas terminated their tenancy at 6121 Occoquan Drive, John E. Williams has failed to return their \$2,450.00 security deposit.

**SERVICEMEMBERS CIVIL RELIEF ACT VIOLATIONS**

24. Plaintiff re-alleges and herein incorporates by reference the allegations set forth in paragraphs 1-23 above.

25. By the actions and statements referred to in the foregoing paragraphs, Defendants have imposed an early termination charge on a lease covered by 50 U.S.C. app. § 535(b)(1), in violation of 50 U.S.C. app. § 535(e)(1) and/or knowingly seized, held, or detained the personal effects, security deposit, or other property of a servicemember or a servicemember’s dependent who lawfully terminated a lease covered by section 535, in violation of 50 U.S.C. app. § 535(h). Defendants’ violation of the SCRA raises “an issue of significant public importance” under 50 U.S.C. app. § 597(a)(2).

26. Lt. Colonel Thomas and Ms. Salathiel-Thomas have been injured by, and have

suffered damages as a result of, the Defendants' illegal conduct.

27. The Defendants' conduct was intentional, willful, and taken in disregard for the rights of Lt. Colonel Thomas and Ms. Salathiel-Thomas.

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

1. Declares that the conduct of Defendants as set forth above violates the SCRA;
2. Enjoins Defendants, their agents, employees, successors, and all other persons in active concert or participation with them from:
  - a. imposing early termination charges on leases covered by 50 U.S.C. app. § 535(b)(1), in violation of 50 U.S.C. app. § 535(e)(1);
  - b. knowingly seizing, holding, or detaining the personal effects, security deposit, or other property of servicemembers or servicemembers' dependents who lawfully terminate a lease covered by section 535, in violation of 50 U.S.C. app. § 535(h);
  - c. failing or refusing to take such affirmative steps as may be necessary to restore, as nearly as practicable, Lt. Colonel Thomas and Ms. Salathiel-Thomas to the position in which they would have been but for Defendants' unlawful conduct; and
  - d. failing or refusing to take such affirmative steps as may be necessary to prevent the recurrence of any conduct that violates Section 535 of the SCRA, 50 U.S.C. app. § 535, in the future and to eliminate, to the extent practicable, the effects of Defendants' unlawful conduct; and
3. Awards appropriate monetary damages to Lt. Colonel Thomas and Ms. Salathiel-Thomas for Defendants' violation of the SCRA.

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

require.

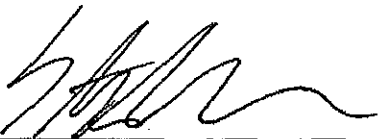
The United States requests a trial by jury.

Respectfully submitted,

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