

**UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

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<b>ASHLEY TURNER</b>	:	
	:	
<b>Plaintiff,</b>	:	
	:	
<b>v.</b>	:	Civil No. 3:21cv30 (DJN)
	:	
<b>FABER &amp; BRAND, LLC, et al.,</b>	:	
	:	
<b>Defendant.</b>	:	
	:	

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**ANSWER**

Defendants, Faber & Brand, LLC, Jared L. Buchanan and Jeremy Forrest (collectively “Defendants”), by counsel, and pursuant to Fed. R. Civ. P. 12(b)(6), hereby state as follows for their Answer to Plaintiff’s Amended Complaint.

1. Defendants admit that Plaintiff has brought this putative class action asserting various claims, including those arising under the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 *et seq.* (“FDCPA”). Defendants also admit that the events giving rise to Plaintiff’s claims occurred during a global pandemic. Defendants deny all allegations in paragraph 1 of the Amended Complaint not specifically admitted herein.

2. Defendants admit Plaintiff has also sued Petersburg Hospital Company, LLC d/b/a Southside Regional Medical Center (“SSRMC”). Defendants deny all allegations in paragraph 2 of the Amended Complaint not specifically admitted herein.

3. Defendants admit that Plaintiff has asserted a claim for fraud against all Defendants but denies that the Amended Complaint has alleged a legally sufficient claim for fraud.

4. The allegations in paragraph 4 of the Amended Complaint state a legal conclusion for which no response is required.

5. Defendants do not contest venue in this Court.

6. Defendants admit the first sentence of paragraph 6 of the Amended Complaint. The second sentence states a legal conclusion for which no response is required. To the extent a response is required, Defendants deny all allegations in the second sentence of paragraph 6 not specifically admitted herein.

7. Defendants admit that Faber & Brand is a law firm based in Columbia, Missouri. Paragraph 7 of the Amended Complaint references portions of Faber & Brand's website, which speaks for itself. Faber & Brand provides services to clients in Virginia. Defendants deny all allegations in paragraph 7 of the Amended Complaint not specifically admitted herein.

8. Defendants admit that Mr. Buchanan is a partner with Faber & Brand. Paragraph 8 of the Amended Complaint refers to portions of Faber & Brand's website, which speaks for itself. Defendants deny all allegations in paragraph 8 of the Amended Complaint not specifically admitted herein.

9. Admitted.

10. Admitted.

11. Defendants admit that Professional Account Services, Inc. ("PASI") has a principal address of 4000 Meridian Blvd., Franklin, TN, and has a registered agent in Tennessee. Defendants lack information or knowledge sufficient to respond to the other allegations in paragraph 11 of the Amended Complaint and on that basis deny all allegations not specifically admitted herein.

12. Defendants admit that Faber & Brand regularly collects or attempts to collect debts owed or due to their clients. The other allegations in paragraph 12 assert legal conclusions for which no response is required.

13. Defendants admit that SRMC retained PASI to collect debts owed to SRMC for medical treatments. Defendants deny all allegations in paragraph 13 of the Amended Complaint not specifically admitted herein.

14. Defendants admit that PASI retained Faber & Brand to provide legal representation for SRMC, which included the recovery of defaulted invoices for medical treatment. Defendants deny all allegations in paragraph 14 of the Amended Complaint not specifically admitted herein.

15. Defendants admit that Mr. Buchanan is a partner with Faber & Brand, and that Mr. Forrest is of counsel with Faber & Brand. Defendants deny all allegations in paragraph 15 of the Amended Complaint not specifically admitted herein.

16. The allegations in paragraph 16 state a legal conclusion for which no response is required. To the extent that one is required, Defendants deny the allegations in paragraph 16 of the Amended Complaint.

17. The allegations in paragraph 17 state a legal conclusion for which no response is required. To the extent that one is required, Defendants deny the allegations in paragraph 17 of the Amended Complaint.

18. The allegations in paragraph 18 state a legal conclusion for which no response is required. To the extent that one is required, Defendants deny the allegations in paragraph 18 of the Amended Complaint.

19. The allegations in paragraph 19 state a legal conclusion for which no response is required. To the extent that one is required, Defendants deny the allegations in paragraph 19 of the Amended Complaint.

20. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 20 of the Amended Complaint that are inconsistent with Exhibit A.

21. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 21 of the Amended Complaint that are inconsistent with Exhibit A or which attempt to isolate terms or phrases so as to deprive them of context.

22. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 22 of the Amended Complaint that are inconsistent with Exhibit A or which attempt to isolate terms or phrases so as to deprive them of context.

23. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 23 of the Amended Complaint that are inconsistent with Exhibit A or which attempt to isolate terms or phrases so as to deprive them of context.

24. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 24 of the Amended Complaint that are inconsistent with Exhibit A or which attempt to isolate terms or phrases so as to deprive them of context.

25. Denied.

26. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 26 of the Amended Complaint that are inconsistent with Exhibit A or which attempt to isolate terms or phrases so as to deprive them of context.

27. Exhibit A to the Amended Complaint speaks for itself and on that basis Defendants deny all allegations in paragraph 27 of the Amended Complaint that are inconsistent with Exhibit A or which attempt to isolate terms or phrases so as to deprive them of context.

28. Defendants lack information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 28 of the Amended Complaint and on that basis deny the allegations.

29. Admitted.

30. Admitted.

31. Admitted.

32. Admitted.

33. Admitted.

34. Defendants admit that Ms. Turner's case was not listed on the Dinwiddie General District Court's docket on June 2, 2020. Defendants deny all allegations in paragraph 34 of the Amended Complaint not specifically admitted herein.

35. Defendants admit that the Dinwiddie General District Court did not call Ms. Turner's case on June 2, 2020. Defendants deny all allegations in paragraph 35 of the Amended Complaint not specifically admitted herein.

36. Denied.

37. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 37 of the Amended Complaint and on that basis deny the allegations.

38. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 38 of the Amended Complaint and on that basis deny the allegations.

39. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 39 of the Amended Complaint and on that basis deny the allegations.

40. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 40 of the Amended Complaint and on that basis deny the allegations.

41. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 41 of the Amended Complaint and on that basis deny the allegations.

42. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 42 of the Amended Complaint and on that basis deny the allegations.

43. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 43 of the Amended Complaint and on that basis deny the allegations.

44. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 44 of the Amended Complaint and on that basis deny the allegations.

45. Defendants admit that Mr. Forrest spoke to Mr. Pittman and that Mr. Pittman informed Mr. Forrest that he represented Ms. Turner. Defendants deny all allegations in paragraph 45 of the Amended Complaint not specifically admitted herein.

46. Denied.

47. Defendants admit that Mr. Forrest was present at the Colonial Heights General District Court on June 15, 2020. Defendants deny all allegations in paragraph 47 of the Amended Complaint not specifically admitted herein.

48. Defendants admit that Mr. Forrest was representing SRMC at the Colonial Heights General District Court on June 15, 2020. Defendants deny all allegations in paragraph 48 of the Amended Complaint not specifically admitted herein.

49. Admitted.

50. Admitted.

51. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 51 of the Amended Complaint and on that basis deny the allegations.

52. Defendants lack information or knowledge sufficient to form a belief as to truth of the allegations in paragraph 52 of the Amended Complaint and on that basis deny the allegations.

53. Denied.

54. Denied.

55. Defendants admit that Faber & Brand received notification from the Clerk of the Dinwiddie General District Court that it was returning the Warrant in Debt that had been filed with court against Ms. Turner after June 2, 2020. Defendants deny all allegations in paragraph 55 of the Amended Complaint not specifically admitted herein.

56. Defendants admit that Faber & Brand received notification from the Clerk of the Dinwiddie General District Court that it was returning the Warrant in Debt that had been filed with court against Ms. Turner after June 2, 2020. Defendants deny all allegations in paragraph 56 of the Amended Complaint not specifically admitted herein.

57. Defendants admit that due to the Covid-19 pandemic, the Clerk for the Colonial Heights General District Court returned certain Warrants in Debt that had been filed by Faber & Brand. Defendants deny all allegations in paragraph 57 of the Amended Complaint not specifically admitted herein.

58. Defendants admit that when the Clerks of the General District Courts returned Warrants in Debt, those actions were not heard on the date that had been scheduled to hear them. Defendants deny all allegations in paragraph 58 of the Amended Complaint not specifically admitted herein.

59. Denied.

60. Denied.

61. Denied.

62. Defendants deny the implication of the allegations in paragraph 62 of the Amended Complaint that Defendants knew before the return date that a specific debtor's Warrant in Debt had been returned by the clerk of the General District Court or that it had a duty to inform the debtor that the case was not going to be heard when the debtor had not been served with a Warrant in Debt issued and signed by the Clerk for the General District Court. Accordingly, Defendant denies all allegations in paragraph 62 of the Amended Complaint.

63. Denied.

64. Denied.

65. Denied.

66. Denied for the reasons stated in response to the allegations in paragraph 62 of the Amended Complaint.

67. Denied.

68. Defendants admit that Plaintiff purports to bring a class action as set forth in paragraph 68 of the Amended Complaint but deny that class action is appropriate under the Federal Rules of Civil Procedure.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Denied.

75. Defendants incorporate by reference their responses to the allegations in paragraphs 1 through 74.



76. Denied.

77. Denied.

78. Denied.

79. Denied.

80-92. The allegations in paragraphs 80 through 92 pertain to other defendants to which no response is required. To the extent that a response is required, then Defendants deny the allegations in those paragraphs.

93. Defendants incorporate by reference their response to the allegations in paragraphs 1 through 92.

94. The allegations in paragraph 94 of the Amended Complaint state a legal conclusion for which no response is required.

95. Denied.

96. Denied.

97. Denied.

98. Denied.

99. Denied.

100. Defendants deny all allegations in the Amended Complaint not specifically admitted herein.

101. Defendants deny any allegations contained within subject headings in the Amended Complaint.

102. Defendants deny that Plaintiff or any putative class member is entitled to any relief whatsoever.

**AFFIRMATIVE DEFENSES**

1. Plaintiff's claim is barred by the "bona fide error" defense as codified in 15 U.S.C. § 1692k(c), because the Faber & Brand Defendants obtained from the Clerk's office the date for the return date for the Warrant & Debt before mailing it to Plaintiff; mailed copies of the Warrant in Debt with the appropriate filing fee and service fee to the Clerk's office; and then checked Faber & Brand's system to determine what was expected to be on the docket before having Mr. Forrest appear at the Return Date. Faber & Brand has systems in place to record and scan in receipt of communications from the Court for a particular matter. Faber & Brand did not learn that the Dinwiddie Circuit Court did not have Plaintiff's case on the Docket until Mr. Forrest appeared at the June 2, 2020 return date, and it did not receive the Court's letter returning the Warrant in Debt until after June 2, 2020.

Dated: April 28, 2021

Respectfully submitted,

**FABER & BRAND LLC,  
JARED L. BUCHANAN  
AND JEREMY FORREST**

/s/ Charles M. Sims  
Charles M. Sims (VSB No. 35845)  
C. Quinn Adams (VSB No. 90506)  
O'HAGAN MEYER, PLLC  
411 East Franklin Street, Suite 400  
Richmond, Virginia 23219  
Telephone: (804) 403-7100  
Facsimile: (804) 403-7110  
[CSims@ohaganmeyer.com](mailto:CSims@ohaganmeyer.com)  
[CAdams@ohaganmeyer.com](mailto:CAdams@ohaganmeyer.com)

*Counsel for Faber & Brand. LLC,  
Jared L. Buchanan and Jeremy Forrest*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 28<sup>th</sup> day of April 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record.

*/s/ Charles M. Sims*

Charles M. Sims (VSB No. 35845)

O'HAGAN MEYER, PLLC

411 East Franklin Street, Suite 400

Richmond, Virginia 23219

Telephone: (804) 403-7100

Facsimile: (804) 403-7110

[CSims@ohaganmeyer.com](mailto:CSims@ohaganmeyer.com)

*Counsel for Faber & Brand. LLC,  
Jared L. Buchanan and Jeremy Forrest*