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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

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TINA WARD and ROBIN EMMONS,
individually and on behalf of
a class

Civil Action No. 95-0277-R

Plaintiffs

v.

ANSWER

TIDEWATER FINANCE CO., a
Virginia corporation t/a
Tidewater Credit Services;
GWP, INC., a Virginia
corporation; CANDISE M. RICH;
B-FIT, INC., and S.A.S. FITNESS,
INC., Virginia corporations, t/a
F.O.R. Associates, a partnership
t/a New Fitness

Defendants

NOW COME the Defendants, Tidewater Finance, Co.; GWP, Inc.;
Candise M. Rich; B-Fit, Inc.; S.A.S. Fitness, Inc.; and F.O.R.
Associates (collectively hereinafter referred to as "Defendants"),
as and for their Answer to the Complaint filed herein, state as
follows:

1. Paragraph 1 of the Complaint is admitted.

2. Defendants are without sufficient information to respond
to the allegations set forth in Paragraph 2 of the Complaint and,
therefore, Defendants deny same and demand strict proof thereof.

3. The allegations set forth in Paragraph 3 of the Complaint
are legal conclusions and, therefore, no response is required; to
the extent the allegations in Paragraph 3 make factual allegations,
Defendants deny same and demand strict proof thereof.

4. Defendants deny the allegations of Paragraph 4 of the Complaint.

5. Defendants deny the allegations of Paragraph 5 of the Complaint.

6. Defendants deny the allegations of Paragraph 6 of the Complaint.

7. Defendants deny the allegations of Paragraph 7 of the Complaint.

a. Defendants deny the allegations of Paragraph 8 of the Complaint.

9. Defendants admit the allegations of Paragraph 9 of the Complaint.

10. Defendants admit the allegations of Paragraph 10 of the Complaint.

11. Defendants admit the allegations of Paragraph 11 of the Complaint.

12. Defendants admit the allegations of Paragraph 12 of the Complaint.

13. The allegations set forth in Paragraph 13 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 13 state factual allegations, Defendants deny same and demand strict proof thereof.

14. The allegations set forth in Paragraph 14 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 14 make

factual allegations, Defendants deny same and demand strict proof thereof.

15. The allegations set forth in Paragraph 15 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 15 make factual allegations, Defendants deny same and demand strict proof thereof.

16. Defendants admit Tina Ward entered into a Contract with F.O.R. Associates for a membership at a health spa in Roanoke. The remaining allegations set forth in Paragraph 16 require no response.

17. Defendants deny the allegations of Paragraph 17 of the Complaint.

ia. Defendants deny the allegations of Paragraph 18 of the Complaint.

19. The Warrant in Debt allegedly filed in Chesapeake General District Court speaks for itself, and therefore, no response is required.

20. Defendants deny the allegations of Paragraph 20 of the Complaint.

21. The allegations set forth in Paragraph 21 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 21 make factual allegations, Defendants deny same and demand strict proof thereof.

22. Defendants deny the allegations of Paragraph 22 of the Complaint.

23. The allegations set forth in Paragraph 23 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 23 make factual allegations, Defendants deny same and demand strict proof thereof.

24. The allegations set forth in Paragraph 24 state the mental impressions of Plaintiff, Tina Ward, and therefore, Defendants are without sufficient information to respond to same and Defendants deny same and demand strict proof thereof.

25. The allegations set forth in Paragraph 25 state the mental impressions of Plaintiff, Tina Ward, and therefore, Defendants are without sufficient information to respond to same and Defendants deny same and demand strict proof thereof.

26. Defendants deny the allegations of Paragraph 26 of the ! Complaint.

27. Defendants deny any scheme subjecting Mrs. Ward to process in Chesapeake, Virginia, and therefore deny the allegations set forth in Paragraph 27 of the Complaint and demand strict proof thereof.

28. Defendants deny the allegations of Paragraph 28 of the Complaint.

29. Defendants admit Robin Emmons entered into a certain Contract with F.C.R. Associates for membership at a Roanoke Health Spa. Defendants are without sufficient information to respond as

to whether Plaintiff, Robin Emmons, was unable to keep up her membership payments and demand strict proof thereof.

30. Defendants deny the allegations of Paragraph 30 of the Complaint.

31. Defendants deny the allegations of Paragraph 31 of the Complaint.

32. The Warrant in Debt allegedly filed in Chesapeake General District Court speaks for itself, and therefore, no response is required.

33. Defendants deny the allegations of Paragraph 33 of the Complaint.

34. The allegations set forth in Paragraph 34 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 34 make factual allegations, Defendants deny same and demand strict proof thereof.

35. Defendants deny the allegations of Paragraph 35 of the Complaint.

36. The allegations set forth in Paragraph 36 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 36 make factual allegations, Defendants deny same and demand strict proof thereof.

37. Defendants deny Emmons has a valid defense to the claim for her health spa membership. Defendants further deny that Emmons

was discouraged from making any defense in connection with the bringing of a law suit.

38. Defendants deny the allegations of Paragraph 38 of the Complaint.

39. Defendants deny the allegations of Paragraph 39 of the Complaint.

40. Defendants deny any scheme subjecting Emmons to process in Chesapeake, Virginia, and therefore deny the allegations set forth in Paragraph 40 of the Complaint and demand strict proof thereof.

41. All pleadings relative to any garnishment proceedings speak for themselves as well as any Court orders in connection therewith. Defendants state in the affirmative that notwithstanding any representations of the Plaintiff herein to the contrary, Emmons owed any and all moneys collected.

42. Defendants are without sufficient information to respond ! as to which garnishments were affected by mailing of summonses through the United States mail as to Mrs. Emmons and, therefore, demand strict proof thereof. Defendants deny the remaining allegations set forth in Paragraph 42 of the Complaint.

43. Defendants deny the allegations of Paragraph 43 of the Complaint.

44. Defendants deny the allegations of Paragraph 44 of the Complaint.

45. Defendants deny any alleged "pattern" in connection with filing following suits for F.O.R. Associates in Chesapeake Court

and, therefore, deny the allegations set forth in Paragraph 45. The term pattern asserts a legal conclusion and, therefore, no response is required.

46. Defendants are unable to respond to the allegations set forth in Paragraph 46 with regard to a "significant" portion and, therefore, deny the allegations set forth in Paragraph 46 of the Complaint.

47. The allegations set forth in Paragraph 47 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 47 make factual allegations, Defendants deny same and demand strict proof thereof.

48. The allegations set forth in Paragraph 48 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 48 make factual allegations, Defendants deny same and demand strict proof : thereof.

49. Defendants deny the allegations of Paragraph 49 of the Complaint.

50. The allegations set forth in Paragraph 50 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 50 make factual allegations, Defendants deny same and demand strict proof thereof.

51. The allegations set forth in Paragraph 51 of the Complaint are legal conclusions and, therefore, no response is

required. To the extent the allegations in Paragraph 51 make factual allegations, Defendants deny same and demand strict proof thereof.

52. The allegations set forth in Paragraph 52 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 52 make factual allegations, Defendants deny same and demand strict proof thereof.

53. The allegations set forth in Paragraph 53 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 53 make factual allegations, Defendants deny same and demand strict proof thereof.

54. Defendants deny the allegations of Paragraph 54 of the Complaint.

55. To the extent Plaintiffs' allege a "enterprise" such ! allegation is denied and strict proof is demanded thereof. The remaining factual allegations in Paragraph 55 are denied.

56. Defendants deny the allegations of Paragraph 56 of the Complaint.

57. Defendants deny the allegations of Paragraph 57 of the Complaint.

58. Defendants-deney the allegations of Paragraph 58 of the Complaint.

59. Defendants deny the allegations of Paragraph 59 of the Complaint.

60. Defendants deny the allegations of Paragraph 60 of the Complaint.

61. Defendants deny the allegations of Paragraph 61 of the Complaint.

62. The allegations set forth in Paragraph 62 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 62 make factual allegations Defendants deny same and demand strict proof thereof.

63. Defendants deny any "joint undertaking". Defendants further deny any pattern of "mail fraud" and, therefore, deny the remaining allegations of Paragraph 63.

64. The allegations set forth in Paragraph 64 of the Complaint relate to the mental impressions of Plaintiffs in the Chesapeake Courts and, therefore, no response is required. To the extent Paragraph 64 makes factual allegations, Defendants deny same : and demand strict proof thereof.

65. The allegations set forth in Paragraph 65 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Faragraph 65 make factual allegations Defendants deny same and demand strict proof thereof.

66. Defendants 'deny the allegations of Paragraph 66 of the Complaint.

67. Defendants deny the allegations of Paragraph 67 of the Complaint.

68. Defendants deny the allegations of Paragraph 68 of the Complaint.

69. The allegations set forth in Paragraph 69 of the Complaint are legal conclusions and, therefore, no response is required. To the extent the allegations in Paragraph 69 make factual allegations Defendants deny same and demand strict proof thereof.

70. Defendants deny the allegations of Paragraph 70 of the Complaint.

WHEREFORE, Defendants pray this matter be dismissed with prejudice and Plaintiffs and their attorneys be assessed all costs and attorney fees in connection with defending this frivolous action. To the extent the Complaint makes any other allegations of fact which were not otherwise specifically denied by Defendants, Defendants deny each and every such factual allegation and demand strict proof thereof.

AFFIRMATIVE DEFENSES

1. Certain alleged claims of Plaintiff and the alleged members of the class of Plaintiffs are barred by the Statute of Limitations.

2. Plaintiffs have failed to allege actual damages.

3. Plaintiffs claims are barred by the doctrine of estoppel.

4. Defendants are not debt collectors as defined by Statute.

5. Defendants reserve the right to supplement these

