

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KARL W. KRUG, on behalf of himself and
all those similarly situated,

Plaintiffs,

v.

FORSTER, GARBUS & GARBUS, a New
Jersey partnership, and GLENN S. GARBUS,
an individual,

Defendants.

Civil Action No. 2:10-cv-1844 (DRD/MAS)

ANSWER TO FIRST AMENDED
COMPLAINT

FILED ELECTRONICALLY

Defendants Forster, Garbus & Garbus ("FG&G") and Glenn Garbus, Esq. ("Garbus")
(collectively "defendants"), by and through their attorneys, Wilson, Elser, Moskowitz, Edelman &
Dicker LLP, by way of Answer to the First Amended Complaint ("Complaint") filed on behalf of
plaintiff Karl W. Krug ("Krug" or "plaintiff"), hereby says:

AS TO THE PARTIES

1. Defendants, on information and belief, admit the allegations contained in
Paragraph 1 of the Complaint.

2. Defendants, on information and belief, admit the allegations contained in
Paragraph 2 of the Complaint.

3. In response to the allegations contained in Paragraph 3 of the Complaint,
defendants admit that FG&G is a New Jersey partnership, FG&G has an office located at 7 Banta

Place, Hackensack, New Jersey, and FG&G formerly had an office located at 100 Davidson Avenue, Somerset, New Jersey. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

4. In response to the allegations contained in Paragraph 4 of the Complaint, defendants state that Garbus is a natural person, a partner with FG&G, and licensed to practice law in New Jersey. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

**AS TO JURISDICTION AND VENUE**

5. Defendants make no response to the allegations contained in Paragraph 5 of the Complaint as said allegations constitute conclusions of law to which no response is required.

6. Defendants make no response to the allegations contained in Paragraph 6 of the Complaint as said allegations constitute conclusions of law to which no response is required.

**AS TO PRELIMINARY STATEMENT**

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

8. Defendants deny the allegations contained in Paragraph 8 of the Complaint.

9. Defendants make no response to the allegations contained in Paragraph 9 of the Complaint as said allegations constitute conclusions of law to which no response is required.

10. Defendants deny the allegations contained in Paragraph 10 of the Complaint.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint.

12. Defendants make no response to the allegations contained in Paragraph 12 of the Complaint as said allegations constitute conclusions of law to which no response is required.

13. Defendants deny the allegations contained in Paragraph 13 of the Complaint.

14. Defendants deny the allegations contained in Paragraph 14 of the Complaint.

15. Defendants deny the allegations contained in Paragraph 15 of the Complaint.

16. Defendants deny the allegations contained in Paragraph 16 of the Complaint.

**AS TO FACTS REGARDING PLAINTIFF**

17. In response to the allegations contained in Paragraph 17 of the Complaint, defendants refer to their pleadings in connection with the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speak for themselves. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

18. In response to the allegations contained in Paragraph 18 of the Complaint, defendants refer to their pleadings in connection with the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speak for themselves. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

19. In response to the allegations contained in Paragraph 19 of the Complaint, defendants refer to their pleadings in connection with the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speak for themselves. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

20. In response to the allegations contained in Paragraph 20 of the Complaint, defendants refer to their pleadings in connection with the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speak for themselves. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

21. Defendants make no response to the allegations contained in Paragraph 21 of the Complaint as said allegations constitute conclusions of law to which no response is required.

22. Defendants make no response to the allegations contained in Paragraph 22 of the Complaint as said allegations constitute conclusions of law to which no response is required.

23. In response to the allegations contained in Paragraph 23 of the Complaint, defendants refer to their pleadings in connection with the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speak for themselves. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

24. In response to the allegations contained in Paragraph 24 of the Complaint, defendants state that FG&G represented Arrow Financial Services LLC a/p/o Washington Mutual Bank in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

25. In response to the allegations contained in Paragraph 25 of the Complaint, defendants state that FG&G represented Arrow Financial Services LLC a/p/o Washington Mutual Bank in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

26. In response to the allegations contained in Paragraph 26 of the Complaint, defendants state that FG&G is a law firm that represents creditors in collection actions. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

27. Defendants make no response to the allegations contained in Paragraph 27 of the Complaint as said allegations constitute conclusions of law to which no response is required.

28. In response to the allegations contained in Paragraph 28 of the Complaint, defendants state that Garbus is affiliated with FG&G and FG&G represented Arrow Financial Services LLC a/p/o Washington Mutual Bank in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

29. In response to the allegations contained in Paragraph 29 of the Complaint, defendants state that FG&G represented Arrow Financial Services LLC a/p/o Washington Mutual Bank in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New

Jersey, Law Division, Special Civil Part, Cumberland County. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

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

31. In response to the allegations contained in Paragraph 31 of the Complaint, defendants refer to the April 6, 2009 letter, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

32. In response to the allegations contained in Paragraph 32 of the Complaint, defendants refer to the April 6, 2009 letter, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

33. In response to the allegations contained in Paragraph 33 of the Complaint, defendants refer to the April 6, 2009 letter, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

34. In response to the allegations contained in Paragraph 34 of the Complaint, defendants refer to their pleadings in connection with the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speak for themselves. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

35. In response to the allegations contained in Paragraph 35 of the Complaint, defendants refer to the initial pleading in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County,

which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

36. In response to the allegations contained in Paragraph 36 of the Complaint, defendants refer to the initial pleading in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

37. In response to the allegations contained in Paragraph 37 of the Complaint, defendants refer to the initial pleading in the matter entitled Arrow Financial Services LLC a/p/o Washington Mutual Bank, Plaintiff v. Karl W. Krug, Defendant, Docket No. DC-2715-09 and venued in the Superior Court of New Jersey, Law Division, Special Civil Part, Cumberland County, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

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

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

40. Defendants deny the allegations contained in Paragraph 40 of the Complaint.

41. In response to the allegations contained in Paragraph 41 of the Complaint, defendants refer to the April 7, 2010 Order, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

42. In response to the allegations contained in Paragraph 42 of the Complaint, defendants refer to the April 7, 2010 Order, which speaks for itself. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

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

**AS TO FG&G'S POLICIES AND PRACTICES**

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

45. Defendants deny the allegations contained in Paragraph 45 of the Complaint.

**AS TO CLASS ALLEGATIONS**

46. Defendants deny the allegations contained in Paragraph 46 of the Complaint.

47. Defendants deny the allegations contained in Paragraph 47 of the Complaint.

48. Defendants deny the allegations contained in Paragraph 48 of the Complaint.

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

50. Defendants deny the allegations contained in Paragraph 50 of the Complaint.

51. Defendants deny the allegations contained in Paragraph 51 of the Complaint.

52. Defendants deny the allegations contained in Paragraph 52 of the Complaint.

53. Defendants deny the allegations contained in Paragraph 53 of the Complaint.

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

**AS TO FIRST CAUSE OF ACTION (CLASS ACTION)**

55. Defendants repeat and reassert their responses to the allegations contained in the preceding Paragraphs of the Complaint as if set forth at length herein.

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

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



**AS TO SECOND CAUSE OF ACTION**

58. Defendants repeat and reassert their responses to the allegations contained in the preceding Paragraphs of the Complaint as if set forth at length herein.

59. In response to the allegations contained in Paragraph 59 of the Complaint, defendants refer to the aforementioned voice mail messages, which speak for themselves (to the extent they exist at all). Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

60. In response to the allegations contained in Paragraph 60 of the Complaint, defendants state that Michael Abrams is not an attorney. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

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

**AS TO PRAYER FOR RELIEF**

62. In response to the "WHEREFORE" clause contained in Paragraph 62 of the Complaint, defendants deny the appropriateness or permissibility of the relief demanded therein. Except as so stated, defendants deny the allegations contained in this Paragraph of the Complaint.

**AFFIRMATIVE DEFENSES**

**FIRST SEPARATE DEFENSE**

Plaintiff's Complaint, or portions thereof, fails to state a claim or cause of action upon which relief may be granted.

**SECOND SEPARATE DEFENSE**

Plaintiff's Complaint, or portions thereof, fails to state a claim or cause of action upon

which class action relief may be granted.

**THIRD SEPARATE DEFENSE**

Plaintiff's claims for damages or other relief, or portions thereof, are not recoverable pursuant to applicable law.

**FOURTH SEPARATE DEFENSE**

Plaintiff's Complaint, or portions thereof, is barred by the doctrines of statute of limitations, laches, waiver, estoppel and/or entire controversy doctrine.

**FIFTH SEPARATE DEFENSE**

Plaintiff did not suffer any loss or damage by reason of any alleged acts of defendants.

**SIXTH SEPARATE DEFENSE**

Plaintiff's Complaint, or portions thereof, is barred by the plaintiff's failure to mitigate his alleged damages.

**SEVENTH SEPARATE DEFENSE**

Plaintiff's Complaint is not properly sustainable as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure and applicable law.

**EIGHTH SEPARATE DEFENSE**


While not admitting any liability in this matter, plaintiff's Complaint or portions thereof is barred because any alleged violations of the federal Fair Debt Collection Practices Act by defendants were not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, in accordance with 15 U.S.C. 1692k(c).

**NINTH SEPARATE DEFENSE**

Plaintiff's demand for a trial by jury may be barred, in whole or in part, by applicable law.

**WHEREFORE**, defendants demand judgment dismissing the Complaint in its entirety, and awarding them their attorneys' fees and costs, and such other and further relief as this Court deems just and proper.

**WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP**  
Attorneys for Defendants  
Forster, Garbus & Garbus and Glenn Garbus, Esq.

By:   
\_\_\_\_\_  
Gregg S. Kahn


Dated: June 3, 2010

**CERTIFICATION OF FILING**

I hereby certify that I caused the within Answer to the Complaint to be electronically

filed today with:

William T. Walsh, Clerk  
United States District Court, District of New Jersey  
M.L. King, Jr. Federal Bldg. & U.S. Courthouse  
50 Walnut Street  
Newark, New Jersey 07102



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Gregg S. Kahn

Dated: June 3, 2010

**CIVIL COVER SHEET**

of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initialing the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

KARL W. KRUG, on behalf of himself individually and all those similarly situated

**DEFENDANTS**

FORSTER, GARBUS & GARBUS and GLENN GARBUS, ESQ.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Cumberland County, New Jersey  
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

**(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)**

Philip D. Stern, Esq.  
Philip D. Stern & Associates, LLC  
697 Valley Street, Suite 2-D  
Maplewood, New Jersey 07040  
(973) 379-7500  
Attorneys for Plaintiff

**ATTORNEYS (IF KNOWN)**

Gregg S. Kahn, Esq.  
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP  
33 Washington Street  
Newark, New Jersey 07102  
(973) 624-0800  
Attorneys for Defendants

**II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY)**

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item II)

**III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDENT)**

	PTF	DEF		PTF	DEF
Citizen of This State	1		Incorporated or Principal Place of Business in This State	4	4
Citizen of Another State	2	2	Incorporated and Principal Place of Business in Another State	5	5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. CAUSE OF ACTION** CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES (LESS DIVERSITY)

Plaintiff alleges that defendants violated certain provisions of the federal Fair Debt Collections Practices Act, 15 U.S.C. 1692 et seq. Defendants deny the allegations.

**V. NATURE OF SUIT (PLACE AN x IN ONE BOX ONLY)**

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Manne <input type="checkbox"/> 345 Manne Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/CC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions - FDCPA
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <b>442 Employment</b> <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395(f)) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	

**VI. ORIGIN (PLACE AN x IN ONE BOX ONLY)**

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

**VII. REQUESTED IN COMPLAINT**

CHECK IF THIS IS A **CLASS ACTION DEMAND \$**  UNDER F.R.C.P. 23 **JURY DEMAND:**  YES  NO

Date  
June 3, 2010

SIGNATURE OF ATTORNEY ON RECORD

*Negj Kahn*

UNITED STATES DISTRICT COURT

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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KARL W. KRUG, on behalf of himself and all  
those similarly situated,

Plaintiffs,

v.

FORSTER, GARBUS & GARBUS, a New Jersey  
partnership, and GLENN S. GARBUS, an  
individual,

Defendants.

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: Civil Action No. 2:10-cv-1844  
: (DRD/MAS)  
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: **RULE 7.1 STATEMENT AND**  
: **CERTIFICATION PURSUANT**  
: **TO L. CIV. R. 11.2**  
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: **FILED ELECTRONICALLY**  
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Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, the undersigned counsel for defendants Forster, Garbus & Garbus (“FG&G”) and Glenn Garbus, Esq. (“Garbus”) (collectively “defendants”), private non-governmental parties, certify that the following consist of any parent corporation and/or any publicly held corporation that owns 10% or more of the stock of defendants:

Forster & Garbus, a New York limited liability partnership, owns 90% of FG&G.

**WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP**  
Attorneys for Defendants  
Forster, Garbus & Garbus and Glenn Garbus, Esq.

BY:   
Gregg S. Kahn

Dated: June 3, 2010

**CERTIFICATION PURSUANT TO L. CIV. R. 11.2**

I hereby certify that the matter in controversy is not related to any other known action pending in any Court, or of any pending arbitration or administrative proceeding.



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Gregg S. Kahn

Dated: June 3, 2010