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Attorneys for Defendants ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, a California Corporation; and ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN

DOLORES M. KRUG, an individual;  
MARK A. CASTELLANO, an individual;  
DIANE L. HORSTMAN, an individual;  
JAMES J. HORSTMAN, an individual;  
DANE T. WOOD, and individual; and  
LISA A. WOOD, an individual; on behalf of themselves and all others similarly situated;

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ESSEX COUNTY

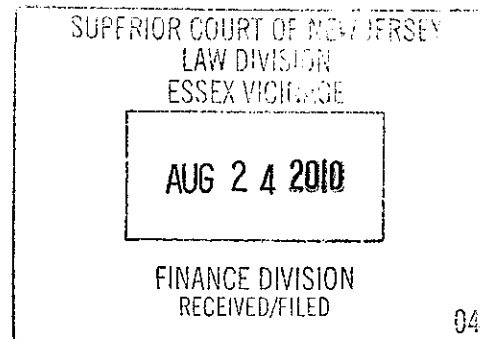
DOCKET NO. ESX-L-6366-10

Plaintiffs,

v.

ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, A CALIFORNIA CORPORATION; ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN, individually and in her official capacity; and JOHN AND JANE DOES NUMBERS 1 THROUGH 25,

Defendants.



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ANSWER OF NON-DOE DEFENDANTS ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, A CALIFORNIA CORPORATION, and ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN TO THE CLASS ACTION COMPLAINT

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Defendants Erica L. Brachfeld, P.C. d/b/a Law Offices of Brachfeld & Associates, a California Corporation (now Brachfeld

Law Group, P.C., a California professional corporation) and Erica L. Brachfeld a/k/a Erica L. Shubin, individually and in her official capacity (collectively, "Non-Doe Defendants"), whose business address is 20300 South Vermont Avenue, Torrance, California 90502, by way of Answer to the Class Action Complaint (the "Complaint"), say:

I. PARTIES - PLAINTIFFS

1. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 1 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

2. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 2 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

3. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 3 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

4. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 4 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

5. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 5 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

6. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 6 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

7. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 7 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

8. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 8 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

9. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 9 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

10. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 10 of the Complaint, having

insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

11. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 11 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

12. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 12 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

13. Admitted that Brachfeld & Associates was, at relevant times, a California for-profit corporation. The entity is now known as Brachfeld Law Group, P.C. (a California professional corporation).

14. Admitted.

15. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 15 of the Complaint, the term "regularly" being undefined and subject to multiple and differing interpretations, and having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

16. Admitted that Erica L. Brachfeld is a natural person.

II. PRIOR LITIGATION

17. Admitted.

18. Admitted.

19. Neither admitted nor denied, inasmuch as the referenced waiver is in written form and speaks for itself.

III. PRELIMINARY STATEMENT

20. Denied.

21. Denied (a) through (d) inclusive.

22. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 22 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 22 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

23. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 23 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 23 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

24. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 24 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 24 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

25. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 25 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 25 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

26. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 26 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 26 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

27. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 27 of the Complaint, same merely

declaring the relief sought by plaintiffs, and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 27 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied. Non-Doe Defendants deny that plaintiffs are entitled to any relief, whether monetary or equitable, in any amount.

28. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 28 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 28 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

#### FACTS REGARDING KRUG

29. Admitted that a person identified as Dolores Krug allegedly incurred a financial obligation, the precise date of the genesis of the indebtedness being currently unknown to the Non-Doe Defendants.

30. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 30 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

31. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 31 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

32. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 32 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 32 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

33. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 33 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 33 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

34. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 34 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.



FACTS REGARDING CASTELLANO

35. Admitted that a person identified as Mark A. Castellano allegedly incurred a financial obligation, the precise date of the genesis of the indebtedness being currently unknown to the Non-Doe Defendants.

36. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 36 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

37. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 37 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

38. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 38 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 38 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

39. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 44 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their

proofs. To the extent that any allegation in Paragraph 39 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

40. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 40 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

FACTS REGARDING DIANE L. HORSTMAN

41. Admitted that a person identified as Diane L. Horstman allegedly incurred a financial obligation as being secondarily liable for a debt, the precise date of the genesis of the indebtedness being currently unknown to the Non-Doe Defendants.

42. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 42 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

43. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 43 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

44. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 44 of the Complaint, same calling for

one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 44 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

45. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 45 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 45 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

46. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 46 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 46 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

47. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 47 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 47 of

the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

48. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 48 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 48 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

49. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 49 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

50. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 50 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

FACTS REGARDING JAMES J. HORSTMAN

51. Admitted that a person identified as James Horstman allegedly incurred a financial obligation, the precise date of the genesis of the indebtedness being currently unknown to the Non-Doe Defendants.

52. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 52 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

53. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 53 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

54. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 54 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 54 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

55. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 55 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 55 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

56. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 56 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 56 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

57. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 57 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 57 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

58. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 58 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 58 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

59. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 59 of the Complaint, having

insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

60. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 60 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

FACTS REGARDING DANE T. WOOD

61. Admitted that a person identified as Dane T. Wood allegedly incurred a financial obligation, the precise date of the genesis of the indebtedness being currently unknown to the Non-Doe Defendants.

62. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 62 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

63. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 63 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

64. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 64 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 64 of

the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

65. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 65 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 65 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

66. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 66 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

FACTS REGARDING LISA A. WOOD

67. Admitted that a person identified as Lisa A. Wood allegedly incurred one or more financial obligation(s), the precise date(s) of the genesis of the indebtedness being currently unknown to the Non-Doe Defendants.

68. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 68 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.



69. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 69 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

70. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 70 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 70 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

71. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 71 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 71 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

72. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 72 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

FACTS COMMON TO ALL PLAINTIFFS

73. Admitted that Brachfeld & Associates attempts to collect, and collects, debts incurred, or alleged to have been incurred, on behalf of creditors.

74. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 74 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

75. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 75 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

76. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 76 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs.

77. Admitted that at relevant times Shubin was the name partner and principal shareholder of Brachfeld & Associates (now Brachfeld Law Group, P.C.).

78. Admitted that Shubin, in her official capacity, on rare occasions, may personally attempt to collect debts incurred, or alleged to have been incurred, on behalf of creditors.

79. Denied.

80. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 80 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 80 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

81. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 81 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 81 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

82. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 82 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

83. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 83 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

84. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 84 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 84 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

85. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 85 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 85 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

86. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 86 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 86 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

87. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 87 of the Complaint, same calling for

one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 87 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

88. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 88 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 88 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

89. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 89 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 89 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

90. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 90 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

91. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 91 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

92. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 92 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

93. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 93 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

94. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 94 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

95. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 95 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

96. Admitted that the telephone number listed has been answered by Brachfeld & Associates (now Brachfeld Law Group, P.C.).

97. Admitted that the telephone number listed has been answered as Brachfeld & Associates (now Brachfeld Law Group, P.C.).

98. Admitted that the telephone number listed has been answered as Brachfeld & Associates (now Brachfeld Law Group, P.C.).

99. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 99 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

100. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 100 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

101. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 101 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

102. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 102 of the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs.

103. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 103 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 103 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

104. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 104 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 104 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

105. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 105 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 105 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.



POLICIES AND PRACTICES COMPLAINED OF

106. Denied in all respects (a)-(d).

107. Denied in all respects (a)-(d).

CLASS ALLEGATIONS

108. Non-Doe Defendants deny that this action is appropriate for class action certification of any plaintiffs' class.

109. Non-Doe Defendants deny that this action is appropriate for class action certification of any plaintiffs' class. To the extent that any allegation in Paragraph 109 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

110. Non-Doe Defendants deny that this action is appropriate for class action certification of any plaintiffs' class. To the extent that any allegation in Paragraph 110 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

111. Denied.

112. Non-Doe Defendants deny that this action is appropriate for class action certification of any plaintiffs' class.

113. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 113 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 113 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

114. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 114 of the Complaint, same calling for one or more legal conclusion(s), and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 114 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

115. Denied.

116. Denied.

117. Denied.

118. Non-Doe Defendants deny that this action is appropriate for class action certification of any plaintiffs' class, but do not contest the experience, skill and ability of adversary counsel, and have no reason to believe that adversary counsel have any interests which might cause them not to vigorously pursue this action. Non-Doe Defendants neither admit

nor deny that the named plaintiffs could fairly protect the interests of the purported Plaintiff Classes as suggested in the Complaint, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs. Non-Doe Defendants neither admit nor deny that the named plaintiffs have no interests which might cause them not to vigorously pursue this action, having insufficient information with which to form a belief as to same, and leave plaintiffs to their proofs. Non-Doe Defendants note, however, that a person identified as "Dolores Krug" or "Dolores M. Krug" - identified as a resident of Milville Township, Cumberland County, New Jersey - is or was also a named plaintiff in the following federal FDCPA actions filed by plaintiffs' counsel:

-*Dolores Krug v. Apex Financial Management*, Civil Action No. 1:08-cv-04862 (JBS/AMD) (also alleging violations of the Texas Debt Collection Practices Act);

-*Dolores M. Krug v. Professional Recovery Services, Inc.*, Civil Action No. 1:08-cv-01198 (RMB/AMD);

-*Dolores M. Krug v. LHR, Inc.*, Civil Action No. 1:08-cv-01905 (RMB/JS); and

-*Dolores M. Krug v. Simm Associates*, Civil Action No. 1:09-cv-01242 (JEI/AMD).

119. Denied in all respects (a)-(f).

[THE NUMBERING OF THE COMPLAINT OMITTS 120 THROUGH 313 INCLUSIVE]

132. Denied.

133. Denied.

133. Denied.

134. Denied.

135. Non-Doe Defendants neither admit nor deny the allegations of Paragraph 135 of the Complaint, same failing to call for an substantive response, and leave plaintiffs to their proofs. To the extent that any allegation in Paragraph 135 of the Complaint is interpreted as constituting a factual allegation against the Non-Doe Defendants or any of them, said allegations are denied.

FIRST CAUSE OF ACTION (FDCPA)

135 [REPEATED]. Non-Doe Defendants repeat, reallege and incorporate by reference their responses to the allegations in the preceding paragraphs of the Complaint as if set forth at length herein.

136. Denied in all respects (a)-(d).

SECOND CAUSE OF ACTION (FCCPA)

137. Non-Doe Defendants repeat, reallege and incorporate by reference their responses to the allegations in the preceding paragraphs of the Complaint as if set forth at length herein.

138. Denied in all respects (a)-(d).

PRAYER FOR RELIEF

It is specifically denied that plaintiffs or any of them are entitled to any relief requested,

WHEREFORE Non-Doe Defendants respectfully request that this Court enter judgment dismissing the Complaint with prejudice, and awarding defendants attorneys' fees, costs, and such other and further relief as the Court may deem just.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action upon which relief can be granted against Non-Doe Defendants and each of them.

SECOND AFFIRMATIVE DEFENSE

None of the communication(s) alleged by plaintiffs or any of them contains deception.

THIRD AFFIRMATIVE DEFENSE

None of the communication(s) alleged by plaintiffs or any of them contains false or misleading statements.

FOURTH AFFIRMATIVE DEFENSE

Non-Doe Defendants did not engage in fraudulent conduct that creates a likelihood of confusion or misunderstanding.

FIFTH AFFIRMATIVE DEFENSE

Non-Doe Defendants did not have the intent necessary to rise to the level of a reckless or willful act.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs have suffered no ascertainable loss of money or property.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs did not justifiably rely on any representation(s) by Non-Doe Defendant.

EIGHTH AFFIRMATIVE DEFENSE

The Complaint, or parts thereof, is/are barred by one or more statutes of limitation.

NINTH AFFIRMATIVE DEFENSE

To the extent that any alleged violation occurred, it resulted from bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such error.

TENTH AFFIRMATIVE DEFENSE

To the extent that any alleged violation occurred, it resulted from good faith reliance upon erroneous information provided by any person other than an agent, servant or employee of Non-Doe Defendants.

ELEVENTH AFFIRMATIVE DEFENSE

To the extent that any employee of Non-Doe Defendants was acting outside the scope of his or her employment, Non-Doe Defendants cannot be held liable.

TWELVTH AFFIRMATIVE DEFENSE

None of the statements made by Non-Doe Defendants were inaccurate.

THIRTEENTH AFFIRMATIVE DEFENSE

All of the statements made by Non-Doe Defendants were true.

FOURTEENTH AFFIRMATIVE DEFENSE

If the Fair Debt Collection Practices Act does apply to this case - which is not conceded by Non-Doe Defendants - then any and all state law claims are preempted by the Fair Debt Collection Practices Act.

FIFTEENTH AFFIRMATIVE DEFENSE

To the extent that plaintiffs seek to pursue any cause of action under Florida state statutes, said cause(s) of action should be pursued in the state of Florida.

SIXTEENTH AFFIRMATIVE DEFENSE

To the extent that plaintiffs seek to certify a plaintiffs' class representing Florida plaintiffs, plaintiffs should pursue relief in the state of Florida.

SEVENTEENTH AFFIRMATIVE DEFENSE

At all relevant times, Non-Doe Defendants acted in compliance with applicable legal authority.

EIGHTEENTH AFFIRMATIVE DEFENSE

The questions of law or fact are not common to either of the purported classes.

NINETEENTH AFFIRMATIVE DEFENSE

The claims and defenses of the named plaintiffs are not typical of the claims and defenses of either of the purported classes.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs may not be able to fairly and adequately protect the interests of the purported class.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Prosecution of separate actions by individual members of the purported classes would not create a risk of inconsistent or varying adjudications with respect to individual members of the purported classes that would establish incompatible standards of conduct for Non-Doe Defendants.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Prosecution of separate actions by individual members of the purported classes would not create a risk of adjudications with respect to individual members of the purported classes



which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications, or substantially impair or impede their ability to protect their interests.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Non-Doe Defendants' alleged conduct is not generally applicable to the purported classes.

TWENTY-FOURTH SEPARATE DEFENSE

Non-Doe Defendants assert all defenses available to them pursuant to the Fair Debt Collection Practices Act and Fla. Stat. § 559.77.

TWENTY-FIFTH SEPARATE DEFENSE

To the extent that the Fair Debt Collection Practices Act is applicable to this case - which is not conceded by Non-Doe Defendants - plaintiffs' remedies are limited thereby.

TWENTY-SIXTH SEPARATE DEFENSE

There exists no legitimate claim against defendant Erica L. Brachfeld/Erica L. Shubin individually, as any acts or omissions attributed to her occurred while she was acting in an official business capacity.

TWENTY-SEVENTH SEPARATE DEFENSE

Plaintiffs' claims purporting to certify each purported class fail to assert cognizable claims as to all plaintiffs and are, therefore, barred.

TWENTY-EIGHTH SEPARATE DEFENSE

The occurrence and damages, if any, alleged in the Complaint were caused in whole or in part by the neglect, fault and/or want of care by persons and/or entities other than Non-Doe Defendants, for whose acts or omissions Non-Doe Defendants are not responsible.

TWENTY-NINTH SEPARATE DEFENSE

Non-Doe Defendants reserve the right to assert additional affirmative defenses as warranted by discovery.

TOMPKINS, MCGUIRE, WACHENFELD & BARRY  
Attorneys for Non-Doe Defendants Erica  
L. Brachfeld, P.C. d/b/a Law Offices of  
Brachfeld & Associates, a California  
Corporation and Erica L. Brachfeld  
a/k/a Erica L. Shubin, individually and  
in her official capacity

Date:

8/23/10

By:

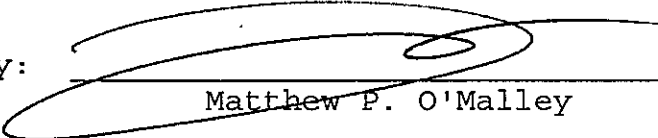
  
Matthew P. O'Malley

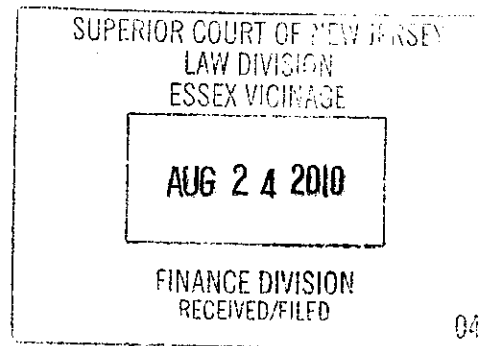
CERTIFICATION PURSUANT TO RULE 4:5-1

I certify that, to the best of undersigned's current knowledge, defendant Brachfeld & Associates (now Brachfeld Law Group, P.C.) has now pending against it other actions sounding in/based on the FDCPA, but that the claims of the specific plaintiffs in this controversy - not presently certified in any class - against Brachfeld & Associates in this action are, upon good-faith information and belief, not the subject of any other action pending in any other court, and are not the subject of any pending or contemplated arbitration or administrative procedure, and no other person should be joined in this action on the basis of potential liability or issues attendant to similar or the same transactional facts.

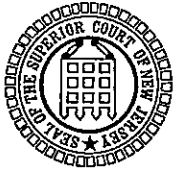


Date: 8/23/10

By:

  
Matthew P. O'Malley



**Appendix XII-B1**

	<h2 style="margin:0;">CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p style="margin:0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</b></p>		<b>FOR USE BY CLERK'S OFFICE ONLY</b> PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
	ATTORNEY / PRO SE NAME Matthew P. O'Malley, Esq.	TELEPHONE NUMBER (973) 622-3000	COUNTY OF VENUE Essex
	FIRM NAME (if applicable) Tompkins, McGuire, Wachenfeld & Barry LLP		DOCKET NUMBER (when available) ESX-L-6366-10
	OFFICE ADDRESS Four Gateway Center, 5th Floor 100 Mulberry Street Newark, New Jersey 07102		DOCUMENT TYPE ANSWER  JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
NAME OF PARTY (e.g., John Doe, Plaintiff) Non-Doe Defendants Erica L. Brachfeld, P.C. and Erica L. Brachfeld a/k/a Erica L. Shubin		CAPTION Dolores M. Krug, an individual, et al., Plaintiffs v. Erica L. Brachfeld, P.C., et al., Defendants	
CASE TYPE NUMBER (See reverse side for listing) 999	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) First Mercury administrating for State National Insurance Company <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION Plaintiffs' claims were initially brought in the USDC DNJ. The parties agreed to settle the claims including a dismissal of the federal action and filing the present action in this Court where the parties will seek court approval of a class settlement. The parties respectfully request a Case Management Conference.			
		SUPERIOR COURT OF NEW JERSEY LAW DIVISION ESSEX VICINAGE  AUG 24 2010	
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, FOR WHAT LANGUAGE? FINANCE DIVISION RECEIVED/FILED		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: 			

TOMPKINS, MCGUIRE, WACHENFELD & BARRY LLP

Four Gateway Center  
100 Mulberry Street Suite 5  
Newark, New Jersey 07102-4056  
(973) 622-3000

Attorneys for Defendants ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, a California Corporation; and ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN

DOLORES M. KRUG, an individual;  
MARK A. CASTELLANO, an individual;  
DIANE L. HORSTMAN, an individual,  
JAMES J. HORSTMAN, an individual;  
DANE T. WOOD, and individual; and  
LISA A. WOOD, an individual; on behalf of themselves and all others similarly situated;

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
ESSEX COUNTY

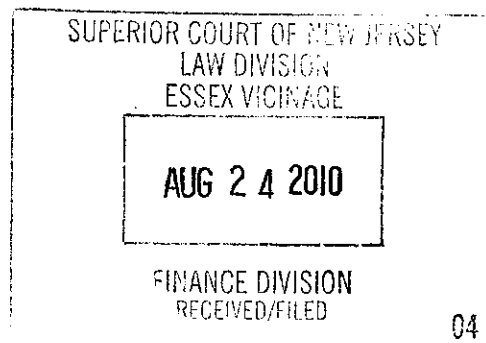
DOCKET NO. ESX-L-6366-10

Plaintiffs,

v.

ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, A CALIFORNIA CORPORATION; ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN, individually and in her official capacity; and JOHN AND JANE DOES NUMBERS 1 THROUGH 25,

Defendants.



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CERTIFICATION OF SERVICE/RULE 4:6 CERTIFICATION OF ANSWER OF NON-DOE DEFENDANTS ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, A CALIFORNIA CORPORATION, and ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN TO THE CLASS ACTION COMPLAINT

---

I, Matthew P. O'Malley, of full age, hereby certify and say:

1. I am an attorney-at-law licensed to practice before this Court and am a partner in the law firm of Tompkins, McGuire, Wachenfeld & Barry, LLP, with offices at Four Gateway Center, 5th Floor, 100 Mulberry Street, Newark, New Jersey 07102, attorneys for defendants ERICA L. BRACHFELD, A PROFESSIONAL CORPORATION d/b/a LAW OFFICES OF BRACHFELD & ASSOCIATES, a California Corporation; and ERICA L. BRACHFELD a/k/a ERICA L. SHUBIN (collectively, "non-Doe defendants") in the above-captioned matter.

2. Today, August 23, 2010, I forwarded, via UPS Ground, the original and one copy of non-Doe defendants' CIS, Answer, and this Certification of Service/Rule 4:6 Certification to the Clerk of Court in and for Essex County for the purpose of filing.

3. Today, August 23, 2010, I forwarded, via UPS Ground, the original and one copy of non-Doe defendants' CIS, Answer, and this Certification of Service/Rule 4:6 Certification to adversary counsel at the following address:

Philip D. Stern, Esquire  
Philip D. Stern & Associates  
697 Valley Street, Ste. 2D  
Maplewood, N.J. 07040-2642

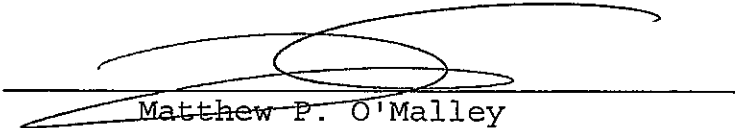
4. This filing is timely under Rule 4:6 given electronic service of the "filed" Complaint herein on or about August 9, 2010.

I certify that the foregoing statements made by me are true. If any of the foregoing statements are willfully false, I am subject to punishment.

Date:

8/23/10

By:

  
Matthew P. O'Malley