

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MUTINA MICHELO, KATHERINE SEAMAN, MARY
RE SEAMAN, and SANDRA TABAR, individually and
on behalf of all others similarly situated,

Plaintiffs,

-against-

NATIONAL COLLEGIATE STUDENT LOAN TRUST
2007-2; NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2007-3; TRANSWORLD SYSTEMS, INC., in
its own right and as successor to NCO FINANCIAL
SYSTEMS, INC.; EGS FINANCIAL CARE INC.,
formerly known as NCO FINANCIAL SYSTEMS, INC.,
and FORSTER & GARBUS, LLP,

Defendants.

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CHRISTINA BIFULCO, FRANCIS BUTRY, and CORI
FRAUENHOFER, individually and on behalf of all others
similarly situated,

Plaintiffs,

-against-

NATIONAL COLLEGIATE STUDENT LOAN TRUST
2004-2; NATIONAL COLLEGIATE STUDENT LOAN
TRUST 2006-4; TRANSWORLD SYSTEMS, INC., in its
own right and as successor to NCO FINANCIAL
SYSTEMS, INC.; EGS FINANCIAL CARE INC.,
formerly known as NCO FINANCIAL SYSTEMS, INC.;
and FORSTER & GARBUS LLP,

Defendants.

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Defendant, FORSTER & GARBUS, LLP (“F&G”), by its attorneys, RIVKIN RADLER
LLP, respectfully submits the following upon information and belief as and for its answer to
plaintiffs’ Consolidated Class Action Complaint (the “Complaint”):

Docket No.: 18-cv-1781 (PGG)

**ANSWER TO CONSOLIDATED
CLASS ACTION COMPLAINT**

JURY TRIAL DEMANDED

NATURE OF THE CASE

FIRST: F&G denies each and every allegation contained in paragraph numbered “1” of the plaintiffs’ Complaint.

SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “2” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “3” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “4” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “5” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “6” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

SEVENTH: F&G denies each and every allegation contained in paragraph numbered “7” of the plaintiffs’ Complaint.

EIGHTH: F&G denies each and every allegation contained in paragraph numbered “8” of the plaintiffs’ Complaint.

NINTH: F&G denies each and every allegation contained in paragraph numbered “9” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “10” of the plaintiffs’ Complaint and refers to the decision referenced therein for its true, accurate and complete contents and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ELEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “11” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWELFTH: F&G denies each and every allegation contained in paragraph numbered “12” of the plaintiffs’ Complaint.

THIRTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “13” of the plaintiffs’ Complaint and refers to the document referenced therein for its true, accurate, and complete contents.

FOURTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “14” of the plaintiffs’ Complaint and refers to the document referenced therein for its true, accurate, and complete contents.

FIFTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “15” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

SIXTEENTH: F&G denies having knowledge or information sufficient to form a belief as to the allegations contained in paragraph numbered “16” of the plaintiffs’ Complaint, except F&G

denies each and every allegation contained in paragraph numbered “16” of the plaintiffs’ Complaint to the extent it applies to F&G.

SEVENTEENTH: F&G denies each and every allegation contained in paragraph numbered “17” of the plaintiffs’ Complaint.

JURISDICTION AND VENUE

EIGHTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “18” of the plaintiffs’ Complaint, except admits that F&G conducts business in the State of New York, denies the allegation that F&G engaged in fraud, and refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

NINETEENTH: F&G admits the allegations contained in paragraph numbered “19” of the plaintiffs’ Complaint.

TWENTIETH: F&G denies each and every allegation contained in paragraph numbered “20” of the plaintiff’s Complaint and refer all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWENTY-FIRST: F&G denies each and every allegation contained in paragraph numbered “21” of the plaintiff’s Complaint and refer all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

PARTIES

TWENTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “22” of the plaintiffs’ Complaint, except admits that an action was initiated against Ms. Michelo.

TWENTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “23” of the plaintiffs’

Complaint, except admits that an action was initiated against Ms. K. Seaman.

TWENTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “24” of the plaintiffs’

Complaint, except admits that an action was initiated against Ms. Re Seaman.

TWENTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “25” of the plaintiffs’ Complaint, except admits that an action was initiated against Ms. Tabar.

TWENTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “26” of the plaintiffs’ Complaint, except admits that an action was initiated against Ms. Bifulco.

TWENTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “27” of the plaintiffs’ Complaint, except admits that an action was initiated against Mr. Butry.

TWENTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “28” of the plaintiffs’ Complaint, except admits that an action was initiated against Ms. Fraunhofer.

TWENTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “29” of the plaintiffs’ Complaint.

THIRTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “30” of the plaintiffs’ Complaint.

THIRTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “31” of the plaintiffs’ Complaint.

THIRTY-SECOND: F&G denies having knowledge or information sufficient to form a

belief as to each and every allegation contained in paragraph numbered “32” of the plaintiffs’ Complaint.

THIRTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “33” of the plaintiffs’ Complaint.

THIRTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “34” of the plaintiffs’ Complaint.

THIRTY-FIFTH: F&G denies each and every allegation contained in paragraph numbered “35” of the plaintiffs’ Complaint, except admits that F&G is located at 60 Motor Parkway, Commack, New York 11725, does business in New York, attempts to collect debts alleged to be due to another, and files and maintains action in New York state courts seeking debt collection, F&G refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

CLASS ALLEGATIONS

THIRTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “36” of the plaintiffs’ Complaint.

THIRTY-SEVENTH: F&G denies each and every allegation contained in paragraph numbered “37” of the plaintiff’s Complaint.

THIRTY-EIGHTH: F&G denies each and every allegation contained in paragraph numbered “38” of the plaintiff’s Complaint.

THIRTY-NINTH: F&G denies each and every allegation contained in paragraph numbered “39” of the plaintiff’s Complaint.

FORTIETH: F&G denies each and every allegation contained in paragraph numbered “40” of the plaintiff’s Complaint.

FORTY-FIRST: F&G denies each and every allegation contained in paragraph numbered “41” of the plaintiff’s Complaint.

FORTY-SECOND: F&G denies each and every allegation contained in paragraph numbered “42” of the plaintiff’s Complaint.

FACTS

National Collegiate

FORTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “43” of the plaintiffs’ Complaint.

FORTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “44” of the plaintiffs’ Complaint.

FORTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “45” of the plaintiffs’ Complaint.

FORTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “46” of the plaintiffs’ Complaint.

NCO and Transworld

FORTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “47” of the plaintiffs’ Complaint.

FORTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “48” of the plaintiffs’ Complaint.

FORTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “49” of the plaintiffs’ Complaint.

FIFTIETH: F&G denies having knowledge or information sufficient to form a belief as to

each and every allegation contained in paragraph numbered “50” of the plaintiffs’ Complaint.

FIFTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “51” of the plaintiffs’ Complaint.

FIFTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “52” of the plaintiffs’ Complaint.

FIFTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “53” of the plaintiffs’ Complaint.

FIFTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “54” of the plaintiffs’ Complaint.

FIFTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “55” of the plaintiffs’ Complaint.

FIFTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “56” of the plaintiffs’ Complaint.

FIFTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “57” of the plaintiffs’ Complaint.

Forster

FIFTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “58” of the plaintiffs’ Complaint except admits that F&G represents clients in debt collection actions in state court.

FIFTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “59” of the plaintiffs’ Complaint, except admits that F&G has commenced actions against individuals allegedly indebted to National Collegiate Trusts.

SIXTIETH: F&G denies each and every allegation contained in paragraph numbered “60” of the plaintiffs’ Complaint.

SIXTY-FIRST: F&G denies each and every allegation contained in paragraph numbered “61” of the plaintiffs’ Complaint.

SIXTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “62” of the plaintiffs’ Complaint except admits that a computer system is used to communicate with clients.

SIXTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “63” of the plaintiffs’ Complaint except admits that templates are utilized.

SIXTY-FOURTH: Paragraph “64” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “64” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

SIXTY-FIFTH: F&G denies each and every allegation contained in paragraph numbered “65” of the plaintiffs’ Complaint.

SIXTY-SIXTH: F&G denies each and every allegation contained in paragraph numbered “66” of the plaintiffs’ Complaint.

SIXTY-SEVENTH: F&G denies each and every allegation contained in paragraph numbered “67” of the plaintiffs’ Complaint.

Plaintiff Mutina Michelo

SIXTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “68” of the plaintiffs’ Complaint

except admits that an action was commenced against Plaintiff Michelo and refers the Court to the document referenced therein for its true, accurate, and complete contents.

SIXTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "69" of the plaintiffs' Complaint except admits the lawsuit was initiated as per the authorization of Transworld and/or NCO.

SEVENTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "70" of the plaintiffs' Complaint except admits that a template was utilized.

SEVENTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "71" in the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

SEVENTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "72" in the plaintiffs' Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

SEVENTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "73" of the plaintiffs' Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

SEVENTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "74" of the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents and all questions of law to this Honorable Court.

SEVENTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “75” in the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

SEVENTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “76” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

SEVENTY-SEVENTH: Paragraph “77” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “77” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

SEVENTY-EIGHTH: Paragraph “78” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “78” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

SEVENTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “79” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

EIGHTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “80” of the plaintiffs’ Complaint and

refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

EIGHTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "81" of the plaintiffs' Complaint, except admits that the complaint was signed by a Forster attorney pursuant to Rule 130-1.1a and refers to the complaint referenced therein for its true, accurate, and complete contents and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

EIGHTY-SECOND: F&G denies each and every allegation contained in paragraph numbered "82" the plaintiffs' Complaint.

EIGHTY-THIRD: F&G denies each and every allegation contained in paragraphs numbered "83" in the plaintiffs' Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents including the amount sought in the complaint.

EIGHTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "84" of the plaintiffs' Complaint except denies the allegation that F&G reported to credit bureaus.

EIGHTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "85" in the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

EIGHTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "86" of the plaintiffs' Complaint except denies the allegation that F&G made false representations to credit bureaus.

EIGHTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "87" of the plaintiffs' Complaint except denies the allegation that F&G made improper representations to credit bureaus.

Plaintiffs Katherine Seaman and Mary Re Seaman

EIGHTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “88” in the plaintiffs’ Complaint, except admits that a lawsuit was commenced against the Seaman Plaintiffs, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

EIGHTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “89” of the plaintiffs’ Complaint except admits the lawsuit was initiated as per the authorization of Transworld and/or NCO.

NINETIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “90” of the plaintiffs’ Complaint except admits that a template was utilized.

NINETY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “91” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

NINETY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “92” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

NINETY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “93” in the plaintiffs’ Complaint, and refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

NINETY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “94” in the plaintiffs’

Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents and all questions of law to this Honorable Court.

NINETY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “95” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

NINETY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “96” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

NINETY-SEVENTH: Paragraph “97” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “97” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

NINETY-EIGHTH: Paragraph “98” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “98” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

NINETY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “99” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDREDTH: F&G denies having knowledge or information sufficient to form a

belief as to each and every allegation contained in paragraph numbered “100” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “101” of the plaintiffs’ Complaint except admits that the complaint was signed by a Forster attorney pursuant to Rule 130-1.1a and refers to the complaint referenced therein for its true, accurate, and complete contents and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED SECOND: F&G denies each and every allegation contained in paragraph numbered “102” of the plaintiffs’ Complaint.

ONE HUNDRED THIRD: F&G denies each and every allegation contained in paragraph numbered “103” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents including the amount sought in the complaint.

ONE HUNDRED FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “104” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “105” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “106” of the plaintiffs’ Complaint.

ONE HUNDRED SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “107” of the plaintiffs’ Complaint.

ONE HUNDRED EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “108” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “109” of the plaintiffs’ Complaint.

ONE HUNDRED TENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “110” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED ELEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “111” of the plaintiffs’ Complaint.

ONE HUNDRED TWELFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “112” of the plaintiffs’ Complaint, except admits that the default judgment application was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its true, accurate, and complete contents and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED THIRTEENTH: F&G denies each and every allegation contained in

paragraph numbered "113" of the plaintiffs' Complaint.

ONE HUNDRED FOURTEENTH: F&G denies each and every allegation contained in paragraph numbered "114" of the plaintiffs' Complaint.

ONE HUNDRED FIFTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "115" of the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SIXTEENTH: F&G denies each and every allegation contained in paragraph numbered "116" of the plaintiffs' Complaint.

ONE HUNDRED SEVENTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "117" of the plaintiffs' Complaint.

ONE HUNDRED EIGHTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "118" of the plaintiffs' Complaint.

Plaintiff Sandra Tabar

ONE HUNDRED NINETEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "119" of the plaintiffs' Complaint, except admits that a lawsuit was commenced against Plaintiff Tabar and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED TWENTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "120" of the plaintiffs' Complaint except admits the lawsuit was initiated as per the authorization of Transworld and/or NCO.

ONE HUNDRED TWENTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “121” of the plaintiffs’ Complaint except admits that a template was utilized.

ONE HUNDRED TWENTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “122” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED TWENTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “123” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED TWENTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “124” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED TWENTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “125” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED TWENTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “126” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED TWENTY-SEVENTH: F&G denies having knowledge or information

sufficient to form a belief as to each and every allegation contained in paragraph numbered “127” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED TWENTY-EIGHTH: Paragraph “128” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “128” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

ONE HUNDRED TWENTY-NINTH: Paragraph “129” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “129” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

ONE HUNDRED THIRTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “130” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED THIRTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “131” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED THIRTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “132” of the plaintiffs’ Complaint, except admits that the complaint was signed by a Forster attorney

pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its true, accurate, and complete contents all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED THIRTY-THIRD: F&G denies each and every allegation contained in paragraph numbered “133” of the plaintiffs’ Complaint.

ONE HUNDRED THIRTY-FOURTH: F&G denies each and every allegation contained in paragraph numbered “134” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents including the amount sought in the complaint.

ONE HUNDRED THIRTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “135” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED THIRTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “136” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED THIRTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “137” of the plaintiffs’ Complaint.

ONE HUNDRED THIRTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “138” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED THIRTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “139” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FORTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “140” of the plaintiffs’ Complaint.

ONE HUNDRED FORTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “141” of the plaintiffs’ Complaint.

ONE HUNDRED FORTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “142” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FORTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “143” of the plaintiffs’ Complaint.

ONE HUNDRED FORTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “144” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FORTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “145” of the plaintiffs’ Complaint.

ONE HUNDRED FORTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “146” of the plaintiffs’ Complaint, except admits that the default judgment application was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its true, accurate, and complete contents and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED FORTY-SEVENTH: F&G denies each and every allegation contained in paragraph numbered “147” of the plaintiffs’ Complaint.

ONE HUNDRED FORTY-EIGHTH: F&G denies each and every allegation contained in paragraph numbered “148” of the plaintiffs’ Complaint.

ONE HUNDRED FORTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “149” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “150” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “151” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “152” of

the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "153" of the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "154" of the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "155" of the plaintiffs' Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED FIFTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "156" of the plaintiffs' Complaint, except admits that F&G attorney Valerie Watts appeared in the Bronx County Civil Court on August 13, 2018.

ONE HUNDRED FIFTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph "157" of the plaintiffs' Complaint.

ONE HUNDRED FIFTY-EIGHTH: F&G denies each and every allegation contained in paragraph "158" of the plaintiffs' Complaint.

ONE HUNDRED FIFTY-NINTH: F&G denies having knowledge or information sufficient

to form a belief as to each and every allegation contained in paragraph numbered “159” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SIXTIETH: F&G denies each and every allegation contained in paragraph “160” of the plaintiffs’ Complaint.

Plaintiff Christina Bifulco

ONE HUNDRED SIXTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “161” of the plaintiffs’ Complaint except admits that a lawsuit was commenced against plaintiff Bifulco and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SIXTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “162” of the plaintiffs’ Complaint except admits the lawsuit was initiated as per the authorization of Transworld and/or NCO.

ONE HUNDRED SIXTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “163” of the plaintiffs’ Complaint except admits that a template was utilized.

ONE HUNDRED SIXTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “164” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SIXTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “165” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate,

and complete contents.

ONE HUNDRED SIXTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “166” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents and refers and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED SIXTY-SEVENTH: Paragraph “167” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “167” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

ONE HUNDRED SIXTY-EIGHTH: Paragraph “168” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “168” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

ONE HUNDRED SIXTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “169” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED SEVENTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “170” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED SEVENTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “171” of the plaintiffs’ Complaint except admits that the complaint was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its full, accurate, and complete terms and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED SEVENTY-SECOND: F&G denies each and every allegation contained in paragraph numbered “172” of the plaintiffs’ Complaint.

ONE HUNDRED SEVENTY-THIRD: F&G denies each and every allegation contained in paragraph numbered “173” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents including the amount sought in the complaint.

ONE HUNDRED SEVENTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “174” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SEVENTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “175” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SEVENTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “176” of the plaintiffs’ Complaint.

ONE HUNDRED SEVENTY-SEVENTH: F&G denies having knowledge or information

sufficient to form a belief as to each and every allegation contained in paragraph numbered “177” of the plaintiffs’ Complaint.

ONE HUNDRED SEVENTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “178” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED SEVENTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “179” of the plaintiffs’ Complaint.

ONE HUNDRED EIGHTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “180” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED EIGHTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “180” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED EIGHTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “182” of the plaintiffs’ Complaint except admits that the default judgment application was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its full, accurate, and complete terms and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action

ONE HUNDRED EIGHTY-THIRD: F&G denies each and every allegation contained in

paragraph numbered “183” of the plaintiffs’ Complaint.

ONE HUNDRED EIGHTY-FOURTH: F&G denies each and every allegation contained in paragraph numbered “184” of the plaintiffs’ Complaint.

ONE HUNDRED EIGHTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “185” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its full, accurate, and complete terms and contents.

ONE HUNDRED EIGHTY-SIXTH: F&G denies each and every allegation contained in paragraph numbered “186” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED EIGHTY-SEVENTH: F&G denies each and every allegation contained in paragraph numbered “187” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

ONE HUNDRED EIGHTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “188” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED EIGHTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “189” of the plaintiffs’ Complaint.

ONE HUNDRED NINETIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “190” of the plaintiffs’ Complaint except admits that an income execution was issued.

ONE HUNDRED NINETY-FIRST: F&G denies having knowledge or information

sufficient to form a belief as to each and every allegation contained in paragraph numbered “191” of the plaintiffs’ Complaint.

ONE HUNDRED NINETY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “192” of the plaintiffs’ Complaint except denies that F&G falsely reported to credit bureaus.

Plaintiff Francis Butry

ONE HUNDRED NINETY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “193” of the plaintiffs’ Complaint except admits that a lawsuit was commenced against plaintiff Butry and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED NINETY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “194” of the plaintiffs’ Complaint except admits the lawsuit was initiated as per the authorization of Transworld and/or NCO.

ONE HUNDRED NINETY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “195” of the plaintiffs’ Complaint except admits that a template was utilized.

ONE HUNDRED NINETY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “196” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED NINETY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “197” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true,

accurate, and complete contents.

ONE HUNDRED NINETY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "198" of the plaintiffs' Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ONE HUNDRED NINETY-NINTH: Paragraph "199" of the plaintiffs' Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "199" of the plaintiffs' Complaint and refers all questions of law to this Honorable Court.

TWO HUNDREDDTH: Paragraph "200" of the plaintiffs' Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "200" of the plaintiffs' Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "201" of the plaintiffs' Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWO HUNDRED SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "202" of the plaintiffs' Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWO HUNDRED THIRD: F&G denies having knowledge or information sufficient to

form a belief as to each and every allegation contained in paragraph numbered “203” of the plaintiffs’ Complaint except admits that the complaint was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its full, accurate, and complete terms and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action

TWO HUNDRED FOURTH: F&G denies each and every allegation contained in paragraph numbered “204” of the plaintiffs’ Complaint.

TWO HUNDRED FIFTH: F&G denies each and every allegation contained in paragraph numbered “205” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents including the amount sought in the complaint.

TWO HUNDRED SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “206” of the plaintiffs’ Complaint except admits that an application for default judgment was filed.

TWO HUNDRED SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “207” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “208” of the plaintiffs’ Complaint.

TWO HUNDRED NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “209” of the plaintiffs’ Complaint.

TWO HUNDRED TENTH: F&G denies having knowledge or information sufficient to

form a belief as to each and every allegation contained in paragraph numbered “210” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED ELEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “211” of the plaintiffs’ Complaint.

TWO HUNDRED TWELFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “212” of the plaintiffs’ Complaint.

TWO HUNDRED THIRTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “213” of the plaintiffs’ Complaint.

TWO HUNDRED FOURTEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “214” of the plaintiffs’ Complaint except admits that the default judgment application was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its full, accurate, and complete terms and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWO HUNDRED FIFTEENTH: F&G denies each and every allegation contained in paragraph numbered “215” of the plaintiffs’ Complaint.

TWO HUNDRED SIXTEENTH: F&G denies each and every allegation contained in paragraph numbered “216” of the plaintiffs’ Complaint.

TWO HUNDRED SEVENTEENTH: F&G denies each and every allegation contained in paragraph numbered “217” of the plaintiffs’ Complaint and refers the Court to the document

referenced therein for its true, accurate, and complete contents.

TWO HUNDRED EIGHTEENTH: F&G denies each and every allegation contained in paragraph numbered “218” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

TWO HUNDRED NINETEENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “219” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED TWENTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “220” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED TWENTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “221” of the plaintiffs’ Complaint except denies that F&G falsely reported to credit bureaus.

Plaintiff Cori Frauenhofer

TWO HUNDRED TWENTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “222” of the plaintiffs’ Complaint except admits that a lawsuit was commenced against plaintiff Frauenhofer and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED TWENTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “223” of the plaintiffs’ Complaint except admits the lawsuit was initiated as per the authorization of Transworld and/or NCO.

TWO HUNDRED TWENTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “224” of the plaintiffs’ Complaint except admits that a template was utilized.

TWO HUNDRED TWENTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “225” of the plaintiff’s Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED TWENTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “226” of the plaintiff’s Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED TWENTY-SEVENTH: F&G denies each and every allegation contained in paragraph numbered “227” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED TWENTY-EIGHTH: Paragraph “228” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “228” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED TWENTY-NINTH: Paragraph “229” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “229” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED THIRTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “230” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWO HUNDRED THIRTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “231” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action.

TWO HUNDRED THIRTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “232” of the plaintiffs’ Complaint except admits that the complaint was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its full, accurate, and complete terms and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action

TWO HUNDRED THIRTY-THIRD: F&G denies each and every allegation contained in paragraph numbered “233” of the plaintiffs’ Complaint.

TWO HUNDRED THIRTY-FOURTH: F&G denies each and every allegation contained in paragraph numbered “234” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents including the damages sought in the Complaint.

TWO HUNDRED THIRTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “235” of the plaintiffs’ Complaint except admits that a default judgment application was filed and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED THIRTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “236” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED THIRTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “237” of the plaintiffs’ Complaint.

TWO HUNDRED THIRTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “238” of the plaintiffs’ Complaint.

TWO HUNDRED THIRTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “239” of the plaintiffs’ Complaint, and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FORTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “240” of the plaintiffs’ Complaint.

TWO HUNDRED FORTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “241” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FORTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “242” of the plaintiffs’ Complaint.

TWO HUNDRED FORTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “243” of the plaintiffs’ Complaint except admits that the default judgment application was signed by a Forster attorney pursuant to Rule 130-1.1a and refers the Court to the document referenced therein for its full, accurate, and complete terms and all questions of law and fact to this Honorable Court and the triers of fact at the trial of this action

TWO HUNDRED FORTY-FOURTH: F&G denies each and every allegation contained in paragraph numbered “244” of the plaintiffs’ Complaint.

TWO HUNDRED FORTY-FIFTH: F&G denies each and every allegation contained in paragraph numbered “245” of the plaintiffs’ Complaint.

TWO HUNDRED FORTY-SIXTH: F&G denies each and every allegation contained in paragraph numbered “246” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

TWO HUNDRED FORTY-SEVENTH: F&G denies each and every allegation contained in paragraph numbered “247” of the plaintiffs’ Complaint and refers all questions of law and fact to this Honorable Court and the triers of fact at the time of trial of this action.

TWO HUNDRED FORTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “248” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FORTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “249” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FIFTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “250” of the plaintiffs’ Complaint except admits that an income execution was issued.

TWO HUNDRED FIFTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “251” of the plaintiffs’ Complaint.

Defendants’ Scheme Unravels

TWO HUNDRED FIFTY-SECOND: F&G denies each and every allegation contained in paragraph numbered “252” of the plaintiffs’ Complaint except denies the allegation that F&G was involved in a “scheme.”

TWO HUNDRED FIFTY-THIRD: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “253” of the plaintiffs’ Complaint.

TWO HUNDRED FIFTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “254” of the plaintiffs’ Complaint.

TWO HUNDRED FIFTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “255” of the plaintiffs’ Complaint.

TWO HUNDRED FIFTY-SIXTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “256” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FIFTY-SEVENTH: F&G denies having knowledge or information

sufficient to form a belief as to each and every allegation contained in paragraph numbered “257” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FIFTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “258” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED FIFTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “259” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED SIXTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “260” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED SIXTY-FIRST: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “261” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED SIXTY-SECOND: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “262” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED SIXTY-THIRD: F&G denies having knowledge or information

sufficient to form a belief as to each and every allegation contained in paragraph numbered “263” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED SIXTY-FOURTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “264” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

TWO HUNDRED SIXTY-FIFTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “265” of the plaintiffs’ Complaint and refers the Court to the document referenced therein for its true, accurate, and complete contents.

ANSWERING THE FIRST CAUSE OF ACTION

**(FAIR DEBT COLLECTION PRACTICES ACT)
(Against Transworld, NCO, EGS, & Forster)**

TWO HUNDRED SIXTY-SIXTH: Answering paragraph numbered “266” of the plaintiffs’ Complaint herein, F&G repeats and reiterates each and every denial heretofore made in answer to the allegations contained therein, with the same force and effect as though more fully set forth at length herein.

TWO HUNDRED SIXTY-SEVENTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs numbered “267” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED SIXTY-EIGHTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs numbered “268”

of the plaintiffs' Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED SIXTY-NINTH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs numbered "269" of the plaintiffs' Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED SEVENTIETH: F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs numbered "270" of the plaintiffs' Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED SEVENTY-FIRST: Paragraph "271" of the plaintiffs' Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "271" of the plaintiffs' Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED SEVENTY-SECOND: Paragraph "272" of the plaintiffs' Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "272" of the plaintiffs' Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED SEVENTY-THIRD: Paragraph "273" of the plaintiffs' Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered "273" of the plaintiffs' Complaint and refers all

questions of law to this Honorable Court.

TWO HUNDRED SEVENTY-FOURTH: F&G denies each and every allegation contained in paragraphs numbered “274” of the plaintiffs’ Complaint and refer all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED SEVENTY-FIFTH: F&G denies each and every allegation contained in paragraphs numbered “275” of the plaintiffs’ Complaint and refer all questions of law and fact to the Court and the triers of fact at the trial of this action.

ANSWERING THE SECOND CAUSE OF ACTION

**(N.Y. GEN. BUS. LAW § 349)
(Against All Defendants)**

TWO HUNDRED SEVENTY-SIXTH: Answering paragraph numbered “276” of the plaintiffs’ Complaint herein, F&G repeats and reiterates each and every denial heretofore made in answer to the allegations contained therein, with the same force and effect as though more fully set forth at length herein.

TWO HUNDRED SEVENTY-SEVENTH: Paragraph “277” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies each and every allegation contained in paragraph numbered “277” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED SEVENTY-EIGHTH: Paragraph “278” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “278” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED SEVENTY-NINTH: Paragraph “279” of the plaintiffs’ Complaint

contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “279” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED EIGHTIETH: F&G denies each and every allegation set forth in paragraph “280” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED EIGHTY-FIRST: F&G denies every allegation set forth in paragraph “281” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

ANSWERING THE THIRD CAUSE OF ACTION

**(VIOLATIONS OF NEW YORK JUDICIARY LAW § 487)
(Against F&G)**

TWO HUNDRED EIGHTY-SECOND: Answering paragraph numbered “282” of the plaintiffs’ Complaint herein, F&G repeats and reiterates each and every denial heretofore made in answer to the allegations contained therein, with the same force and effect as though more fully set forth at length herein.

TWO HUNDRED EIGHTY-THIRD: Paragraph “283” of the plaintiffs’ Complaint contains legal conclusions to which no response by F&G is required; but to the extent a response is required, F&G denies having knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph numbered “283” of the plaintiffs’ Complaint and refers all questions of law to this Honorable Court.

TWO HUNDRED EIGHTY-FOURTH: F&G denies each and every allegation set forth in paragraph “284” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court

and the triers of fact at the trial of this action.

TWO HUNDRED EIGHTY-FIFTH: F&G denies each and every allegation set forth in paragraph “285” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TOLLING OF THE STATUTES OF LIMITATIONS

TWO HUNDRED EIGHTY-SIXTH: F&G denies each and every allegation set forth in paragraph “286” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED EIGHTY-SEVENTH: F&G denies each and every allegation set forth in paragraph “287” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED EIGHTY-EIGHTH: F&G denies each and every allegation set forth in paragraph “288” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED EIGHTY-NINTH: F&G denies each and every allegation set forth in paragraph “289” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED NINETIETH: F&G denies each and every allegation set forth in paragraph “290” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

TWO HUNDRED NINETY-FIRST: F&G denies each and every allegation set forth in paragraph “291” of the plaintiffs’ Complaint and refers all questions of law and fact to the Court and the triers of fact at the trial of this action.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-SECOND: Plaintiffs fail to state a claim upon which relief can be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-THIRD: Plaintiffs may lack standing to bring the claim(s) alleged in the Complaint.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-FOURTH: That the rights of action and/or the causes of action set forth in the plaintiffs' Complaint as against F&G are barred by the applicable statutes of limitations.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-FIFTH: The plaintiffs' Complaint is barred by the doctrines of waiver, ratification, res judicata, collateral estoppel and/or estoppel.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-SIXTH: The plaintiffs' Complaint, and each and every claim for relief set forth therein, is barred and precluded, or limited in whole it in part, by any and all applicable statutory defenses.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-SEVENTH: If F&G performed any wrongful acts, which is specifically denied, such acts were not performed knowingly, purposely, with malicious purpose, in bad faith, intentionally, recklessly, willfully, or wantonly.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-EIGHTH: Plaintiffs have not suffered any compensable damages proximately caused by F&G's actions.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

TWO HUNDRED NINETY-NINTH: Plaintiffs have failed to mitigate their damages, if any.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

THREE HUNDREDTH: If Plaintiffs were injured or damaged, such injury or damage was caused by the sole actions of Plaintiffs and/or third-parties over whom F&G has no control, right to control, responsibility, or reason to anticipate.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

THREE HUNDRED FIRST: Plaintiffs have not and cannot satisfy the requirements of a class action as prescribed by the Federal Rules of Civil Procedure.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

THREE HUNDRED SECOND: F&G respectfully reserves the right to assert any additional affirmative defenses that may be revealed during the course of these proceedings

WHEREFORE, defendant, FORSTER & GARBUS LLP, demands judgment dismissing the plaintiffs' Complaint herein, together with the costs and disbursements of this action.

Dated: Uniondale, New York
December 20, 2019

Yours, etc.,

RIVKIN RADLER LLP
Attorneys for Forster & Garbus, LLP

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