

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

SCHNEUR Z. KARP
on behalf of himself and
all other similarly situated consumers

Plaintiff,

-against-

FORSTER & GARBUS LLP

Defendant.

CLASS ACTION COMPLAINT

Introduction

1. Plaintiff Schneur Z. Karp seeks redress for the illegal practices of Forster & Garbus LLP concerning the collection of debts, in violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (“FDCPA”).

Parties

2. Plaintiff is a citizen of the State of New York who resides within this District.
3. Plaintiff is a consumer as that term is defined by Section 1692(a)(3) of the FDCPA, in that the alleged debt that Defendant sought to collect from Plaintiff is a consumer debt.
4. Upon information and belief, Defendant's principal place of business is located in Commack, New York.
5. Defendant is regularly engaged, for profit, in the collection of debts allegedly owed by consumers.
6. Defendant is a “debt collector” as that term is defined by the FDCPA, 15 U.S.C. § 1692(a)(6).

Jurisdiction and Venue

7. This Court has federal question jurisdiction under 15 U.S.C. § 1692k(d) and 28 U.S.C. § 1331.
8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as the acts and transactions that give rise to this action occurred, in substantial part, in this district.

Allegations Particular to Schneur Z. Karp

9. Upon information and belief, on a date better known by Defendant, Defendant began to attempt to collect an alleged consumer debt from the Plaintiff.
10. On or about June 27, 2016, Defendant sent the Plaintiff a collection letter seeking to collect a balance allegedly incurred for personal purposes.
11. On or about August 10, 2016, Defendant sent the Plaintiff a further collection letter with an attached Summons and Complaint, which had been filed against Mr. Karp in the Supreme Court of the State of New York, County of Kings.
12. The said Complaint stated in pertinent part: “WHEREFORE, PLAINTIFF [Forster] DEMANDS JUDGMENT AGAINST DEFENDANT(S) FOR THE SUM OF [\$]28,786.15 TOGETHER WITH THE DISBURSEMENTS OF THIS ACTION.”
13. Defendant’s said letters were deceptive and misleading as they simply identified the balance due, but did not indicate that the balance may increase due to interest and/or legal fees.
14. The Plaintiff was left unsure whether the balance due was accruing interest as there was no disclosure that indicated otherwise.
15. Specifically in the June 27, 2016 letter, the Plaintiff was left unsure whether the “BALANCE DUE” would accrue any type of legal fees, costs and/or disbursements as

there was no disclosure that indicated otherwise.

16. A reasonable consumer could read the notice and be misled into believing that he could pay his debt in full by paying the amount listed on the notice.
17. In fact, however, since interest is accruing daily, or since there are undisclosed legal fees that will accrue, a consumer who pays the “BALANCE DUE” stated on the notice will not know whether the debt has been paid in full.
18. The debt collector could still seek the interest and legal fees that accumulated after the notice was sent but before the balance was paid, or sell the consumer’s debt to a third party, which itself could seek the interest and fees from the consumer.
19. The statement of a “BALANCE DUE”, without notice that the amount could or is already increasing due to accruing interest or other charges, would mislead the least sophisticated consumer into believing that payment of the amount stated will clear his account.
20. The FDCPA requires debt collectors, when notifying consumers of their account balance, to disclose that the balance may increase due to interest and legal fees; failure to include such disclosures would harm consumers such as Plaintiff, who may hold the reasonable but mistaken belief, that timely payment will satisfy their debts and it would abrogate the Congressional purpose of full and fair disclosure to consumers that is embodied in Section 1692e.
21. Pursuant to New York state law, interest accrues on the judgment amount from the date of the judgment at the rate of 9% per annum.
22. The amount of the judgment automatically increases each day that the judgment amount remains unpaid due to the automatically statutory accrued interest.

23. Collection notices that state only the balance due, but do not disclose that the balance might increase due to interest and fees, are “misleading” within the meaning of Section 1692e.
24. To the extent that the Creditor or the Defendant intended to waive the automatically accrued and accruing interest, it was required to disclose that in the most conspicuous of terms.
25. Defendant was required to include a disclosure that automatically accrued interest was accruing, or in the alternative, the creditor has made an intentional decision to waive the automatically accruing interest, yet it did not make any of those disclosures in violation of 1692e.
26. Failure to disclose such a waiver of the automatically accrued interest is in of itself deceptive and “misleading” within the meaning of Section 1692e.
27. Defendant knew that the balance would increase due to interest, fees and/or disbursements.
28. “Applying these principles, we hold that Plaintiffs have stated a claim that the collection notices at issue here are misleading within the meaning of Section 1692e... a consumer who pays the "current balance" stated on the notice will not know whether the debt has been paid in full.” Avila v. Riexinger & Assocs., LLC, Nos. 15-1584(L), 15-1597(Con), 2016 U.S. App. LEXIS 5327, at *10-11 (2d Cir. Mar. 22, 2016)
29. The Plaintiff and the least sophisticated consumer would be led to believe that the “BALANCE DUE” would remain as is and that paying the amount due would satisfy the debt irrespective of when payment was remitted.
30. Absent a disclosure by the holder of the debt that the automatic interest is waived, the

Defendant and or the creditor **could** still seek the automatic interest that accumulated after the judgment was obtained, or sell the consumer's debt to a third party, which itself could seek the interest and from the consumer. Avila, at *10-11.

31. A debt-collector must disclose that interest is accruing, or in the alternative, it disclose any such waiver.
32. Waiver of interest even when made explicitly, has not prevented debt-collectors from continuing to illegally charge the waived interest, at the bare minimum a debt collector must make clear even to the least sophisticated consumer that it intends to waive the interest.
33. Interest and/or fees were accruing and the Defendant has increased the plaintiffs balance from one letter to the next in an effort to collect the additionally accrued fees from the plaintiff.
34. A consumer who pays the "BALANCE DUE" stated on the collection letter will be left unsure whether the debt has been paid in full, as the Defendant could still collect on any interest and legal fees that accumulated after the letters were sent but before the balance was paid.
35. Defendant violated 15 U.S.C. § 1692e(2)(A) for misrepresenting the amount of the debt owed by the Plaintiff.
36. A debt collector, when notifying a consumer of his account balance, must disclose that the balance may increase due to interest and fees.
37. 15 U.S.C. § 1692e provides:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(2) The false representation of --

(A) the character, amount, or legal status of any debt; or

(10) the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

38. The said letters are standardized form letters.
39. Upon information and belief, the Defendant's collection letters, such as the said collection letter, number in the hundreds.
40. Defendant's letters is in violation of 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA for the use of any false representation or deceptive means to collect or attempt to collect any debt and for misrepresenting the amount of the debt owed by the Plaintiff.
41. Plaintiff suffered injury in fact by being subjected to unfair and abusive practices of the Defendant.
42. Plaintiff suffered actual harm by being the target of the Defendant's misleading debt collection communications.
43. Defendant violated the Plaintiff's right not to be the target of misleading debt collection communications.
44. Defendant violated the Plaintiff's right to a truthful and fair debt collection process.
45. Defendant used materially false, deceptive, misleading representations and means in its attempted collection of Plaintiff's alleged debt.
46. Defendant's communications were designed to cause the debtor to suffer a harmful disadvantage in charting a course of action in response to the Defendant's collection efforts.

47. The FDCPA ensures that consumers are fully and truthfully apprised of the facts and of their rights, the act enables them to understand, make informed decisions about, and participate fully and meaningfully in the debt collection process. The purpose of the FDCPA is to provide information that helps consumers to choose intelligently. The Defendant's false representations misled the Plaintiff in a manner that deprived him of his right to enjoy these benefits, these materially misleading statements trigger liability under section 1692e of the Act.
48. These deceptive communications additionally violated the FDCPA since they frustrate the consumer's ability to intelligently choose his or her response.
49. As an actual and proximate result of the acts and omissions of Forster & Garbus LLP, Plaintiff has suffered including but not limited to, fear, stress, mental anguish, emotional stress and acute embarrassment for which he should be compensated in an amount to be established by a jury at trial.

AS AND FOR A FIRST CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act brought by Plaintiff on behalf of himself and the members of a class, as against the Defendant.

50. Plaintiff re-states, re-alleges, and incorporates herein by reference, paragraphs one (1) through forty nine (49) as if set forth fully in this cause of action.
51. This cause of action is brought on behalf of Plaintiff and the members of a class.
52. The class consists of all persons whom Defendant's records reflect resided in the State of New York and who were sent a collection letter in substantially the same form letter as the letters sent to the Plaintiff on or about June 27, 2016 and August 10, 2016; and (a) the collection letters were sent to a consumer seeking payment of a personal debt purportedly owed to Citibank, N.A.; and (b) the collection letters were not returned by

the postal service as undelivered; (c) and the Plaintiff asserts that the letters contained violations of 15 U.S.C. §§ 1692e, 1692e(2)(A) and 1692e(10) of the FDCPA for the use of any false representation or deceptive means to collect or attempt to collect any debt and for misrepresenting the amount of the debt owed by the Plaintiff.

53. Pursuant to Federal Rule of Civil Procedure 23, a class action is appropriate and preferable in this case because:

- A. Based on the fact that form collection letters are at the heart of this litigation, the class is so numerous that joinder of all members is impracticable.
- B. There are questions of law and fact common to the class and these questions predominate over any questions affecting only individual class members. The principal question presented by this claim is whether the Defendant violated the FDCPA.
- C. The only individual issue is the identification of the consumers who received such collection letters (*i.e.* the class members), a matter capable of ministerial determination from the records of Defendant.
- D. The claims of the Plaintiff are typical of those of the class members. All are based on the same facts and legal theories.
- E. The Plaintiff will fairly and adequately represent the class members' interests. The Plaintiff has retained counsel experienced in bringing class actions and collection-abuse claims. The Plaintiff's interests are consistent with those of the members of the class.

54. A class action is superior for the fair and efficient adjudication of the class members' claims. Congress specifically envisions class actions as a principal means of enforcing

the FDCPA. 15 U.S.C. § 1692(k). The members of the class are generally unsophisticated individuals, whose rights will not be vindicated in the absence of a class action. Prosecution of separate actions by individual members of the classes would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy.

55. If the facts are discovered to be appropriate, the Plaintiff will seek to certify a class pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure.
56. Collection attempts, such as those made by the Defendant are to be evaluated by the objective standard of the hypothetical “least sophisticated consumer.”

Violations of the Fair Debt Collection Practices Act

57. The Defendant's actions as set forth above in the within complaint violates the Fair Debt Collection Practices Act.
58. Because the Defendant violated the Fair Debt Collection Practices Act, the Plaintiff and the members of the class are entitled to damages in accordance with the Fair Debt Collection Practices Act.

WHEREFORE, Plaintiff, respectfully requests preliminary and permanent injunctive relief, and that this Court enter judgment in his favor and against the Defendant and award damages as follows:

- A. Statutory damages provided under the FDCPA, 15 U.S.C. § 1692(k);
- B. Attorney fees, litigation expenses and costs incurred in bringing this action;
and
- C. Any other relief that this Court deems appropriate and just under the circumstances.

Dated: Woodmere, New York
June 27, 2017

/s/ Adam J. Fishbein
Adam J. Fishbein, P.C. (AF-9508)
Attorney At Law
Attorney for the Plaintiff
735 Central Avenue
Woodmere, New York 11598
Telephone: (516) 668-6945
Email: fishbeinadamj@gmail.com

Plaintiff requests trial by jury on all issues so triable.

/s/ Adam J. Fishbein
Adam J. Fishbein (AF-9508)

FORSTER & GARBUS LLP
A NEW YORK LAW FIRM

60 Motor Parkway
Commack, NY 11725-0030

RONALD FORSTER - Adm. in NY Only
MARK A. GARBUS - Adm. in NY Only
EDWARD J. DAMSKY - Adm. in NY Only
JOEL D. LEIDERMAN - Adm. in NY Only

ANNETTE T. ALTMAN - Adm in NY Only
MICHAEL C. DIGIARO - Adm in NY & NJ
MICHAEL J. FLORIO - Adm in NY Only
AMY GAVLIK - Adm in NY Only
TESS E. GUNTHER - Adm in NY & CT
KEVIN M. KNAB - Adm in NY Only
VALERIE E. WATTS - Adm in NY Only

PERSONAL & CONFIDENTIAL



June 27, 2016

BALANCE DUE as of June 27, 2016 > \$28,786.15
Reference Number > 308000143010
Account Number > XXXXXXXXXXXX1868
Re > Creditor to Whom Debt is Owed: CITIBANK, N.A.
> CITI MASTERCARD



SCHNEUR Z KARP
1287 CARROLL ST
BROOKLYN NY 11213-4207

1-631-393-9400
1-877-709-6888Ext. 211
Representative Name: MS SCIACCA
Monday thru Thursday 8:00AM - 9:00PM EST
Friday 8:00AM - 5:00PM EST

Dear Schneur Z Karp,

Your account has been placed with this office for collection. If this account is not disputed, we shall expect your payment in full.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. At this time, no determination has been made as to whether a lawsuit will be commenced.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Please note that we are required, under federal law, to advise you that we are debt collectors and any information we obtain will be used in attempting to collect this debt.

Please mail all correspondence and payments to the address listed below.

Total Amount of the debt due as of charge-off.	\$28,786.15
Total amount of interest accrued since charge-off.	\$0.00
Total amount of non-interest charges or fees accrued since charge-off.	\$0.00
Total amount of payments made on the debt since the charge-off.	\$0.00

SEE IMPORTANT NOTICE ENCLOSED

Office Location: 60 Motor Parkway • Commack, NY 11725-5710

▲ DETACH HERE ▲

MAKE CHECK PAYABLE TO: Citibank AND RETURN COUPON WITH PAYMENT TO PO BOX 192, Commack, NY 11725-0192 IN ENCLOSED ENVELOPE

SCHNEUR Z KARP
1287 CARROLL ST
BROOKLYN NY 11213-4207

BALANCE DUE as of June 27, 2016 > \$28,786.15
Reference Number > 308000143010

Re > CITIBANK, N.A.

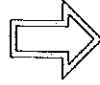
Rep. Code > CB
Date > June 27, 2016

➔ Please Note Current BEST TIME TO CALL

Home Phone # _____

Work Phone # _____

Cell Phone # _____



Forster & Garbus LLP
PO Box 192
Commack, NY 11725-0192

308000143010



The NYS Department of Financial Services requires that we provide the following notices:

(1) that debt collectors in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (ii) the use of obscene or profane language; and
- (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

RONALD FORSTER - Adm. in NY Only
MARK A. GARBUS - Adm. in NY Only
.....
EDWARD J. DAMSKY - Adm. in NY Only
JOEL D. LEIDERMAN - Adm. in NY Only

FORSTER & GARBUS LLP
A NEW YORK LAW FIRM
60 MOTOR PARKWAY
P.O. BOX 9030
COMMACK, NY 11725-9030
(631) 393-9400
Fax (631) 393-9490

ANNETTE T. ALTMAN - Adm. in NY Only
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KEVIN M. KNAB - Adm. in NY Only
VALERIE E. WATTS - Adm. in NY Only

8/10/16

1-631-393-9471
TOLL-FREE 1-800-245-9943
EXT 471

PLEASE ASK FOR: MS CARR
INDEX#: 4954/16
CITIBANK, N.A.

SCHNEUR Z KARP

CITI MASTERCARD

1287 CARROLL ST
BROOKLYN

NY 112134207

A/C#- 308 000143010

SCHNEUR Z KARP

THE LAW REQUIRES THAT WE SERVE A DUPLICATE OF THE
SUMMONS, PREVIOUSLY SERVED UPON YOU WITH THE ASSIGNED
INDEX # ABOVE AS ADDITIONAL NOTICE.

(PLEASE NOTE THAT WE ARE REQUIRED, UNDER FEDERAL LAW, TO
ADVISE YOU THAT WE ARE DEBT COLLECTORS AND ANY INFORMATION
WE OBTAIN WILL BE USED IN ATTEMPTING TO COLLECT THIS
DEBT.)

VERY TRULY YOURS

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

INDEX # 095476
SUMMONS

CITIBANK, N.A.

PLAINTIFF'S ADDRESS
PLAINTIFF, 701 E 60 ST N
SIOUX FALLS SD 57117

- AGAINST -

DEFENDANT'S ADDRESSES
1287 CARROLL ST

X

SCHNEUR Z KARP

DEFENDANT(S). BROOKLYN NY 11213-4207

CONSUMER CREDIT TRANSACTION

THE BASIS OF THE VENUE IS:
A DEFENDANT RESIDES IN THE COUNTY OF KINGS
THE TRANSACTION TOOK PLACE IN THE COUNTY OF KINGS



TO THE ABOVE NAMED DEFENDANT(S): SCHNEUR Z KARP

YOU ARE HEREBY SUMMONED TO ANSWER THE COMPLAINT IN THIS ACTION AND TO
SERVE A COPY OF YOUR ANSWER ON THE PLAINTIFF'S ATTORNEY(S) WITHIN
20 DAYS AFTER THE SERVICE OF THIS SUMMONS, EXCLUSIVE OF THE DAY OF
SERVICE (OR WITHIN 30 DAYS AFTER THE SERVICE IS COMPLETE IF THIS
SUMMONS IS NOT PERSONALLY DELIVERED TO YOU WITHIN THE STATE OF NEW YORK).

UPON YOUR FAILURE TO ANSWER, JUDGMENT WILL BE TAKEN AGAINST YOU FOR THE
RELIEF DEMANDED IN THE COMPLAINT, TOGETHER WITH THE DISBURSEMENTS OF
THIS ACTION.

DATED THE 25 DAY OF JULY , 2016

FORSTER & GARBUS LLP
ATTORNEY(S) FOR PLAINTIFF
60 MOTOR PARKWAY
COMMACK, NY 11725
(631) 393-9400

FILE NO.
308XXXXX3010

ORIG ACCT# END IN: 1868

NOTE: THE LAW PROVIDES THAT:

(A) IF THIS SUMMONS IS SERVED BY ITS DELIVERY TO YOU PERSONALLY WITHIN
THE COUNTY OF KINGS YOU MUST APPEAR AND ANSWER WITHIN 20 DAYS AFTER
SUCH SERVICE: OR

(B) IF THIS SUMMONS IS SERVED BY DELIVERY TO ANY PERSON OTHER THAN YOU
PERSONALLY, OR IS SERVED OUTSIDE THE COUNTY OF KINGS , OR BY PUBLI-
CATION, OR BY ANY MEANS OTHER THAN PERSONAL DELIVERY TO YOU WITHIN THE
COUNTY OF KINGS YOU ARE ALLOWED 30 DAYS AFTER SERVICE IS COMPLETE
WITHIN WHICH TO APPEAR AND ANSWER.

DEFENDANT'S POB:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

FORMAL COMPLAINT

CITIBANK, N.A.

PLAINTIFF,

- AGAINST -

SCHNEUR Z KARP

DEFENDANT(S).

PLAINTIFF, BY ITS ATTORNEY(S), COMPLAINING OF THE DEFENDANT(S), UPON INFORMATION AND BELIEF, ALLEGES:

- 1. THAT THE DEFENDANT(S) RESIDES IN THE COUNTY IN WHICH THIS ACTION IS BROUGHT; OR THAT THE DEFENDANT(S) TRANSACTED BUSINESS WITHIN THE COUNTY IN WHICH THIS ACTION IS BROUGHT IN PERSON OR THROUGH HIS AGENT AND THAT THE INSTANT CAUSE OF ACTION AROSE OUT OF SAID TRANSACTION
- 2. PLAINTIFF IS A NATIONAL BANKING ASSOCIATION.

3. ON INFORMATION AND BELIEF DEFENDANT IN PERSON OR BY AGENT MADE CREDIT CARD PURCHASES AND/OR TOOK MONEY ADVANCES UNDER A CREDIT AGREEMENT AT DEFENDANTS' REQUEST; A COPY OF WHICH AGREEMENT WAS FURNISHED TO DEFENDANT AT THE TIME THE ACCOUNT WAS OPENED.

4. THERE REMAINS AN AGREED BALANCE ON SAID ACCOUNT OF \$ 28,786.15

5. DEFENDANT(S) IS IN DEFAULT AND DEMAND FOR PAYMENT HAS BEEN MADE.

PLAINTIFF IS THE ORIGINAL CREDITOR AND IS NOT REQUIRED TO BE LICENSED BY THE NYC DEPARTMENT OF CONSUMER AFFAIRS.

2ND CAUSE/ACTION: PLAINTIFF STATED AN ACCOUNT TO DEFENDANT WITHOUT OBJECTION THAT THERE IS NOW DUE PLAINTIFF FROM DEFENDANT(S) THE AMOUNT SET FORTH IN THE COMPLAINT, NO PART OF WHICH HAS BEEN PAID, ALTHOUGH DULY DEMANDED.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT AGAINST DEFENDANT(S) FOR THE SUM OF 28,786.15 TOGETHER WITH THE DISBURSEMENTS OF THIS ACTION

WE ARE DEBT COLLECTORS; ANY INFORMATION OBTAINED WILL BE USED IN ATTEMPTING TO COLLECT THIS DEBT.

FORSTER & GARBUS LLP
ATTORNEY(S) FOR PLAINTIFF
60 MOTOR PARKWAY
COMMACK, NY 11725

DATED: THE 25 DAY OF JULY , 2016

VALERIE E. WATTS JOEL D. LEIDERMAN KEVIN M. KNAB

PURSUANT TO PART 130-1.1-a OF THE RULES OF THE CHIEF ADMINISTRATOR THIS SIGNATURE APPLIES TO THE ATTACHED SUMMONS AND COMPLAINT

308XXXXX3010

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

SCHNEUR Z. KARP

(b) County of Residence of First Listed Plaintiff Kings (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Adam J. Fishbein 735 Central Avenue Woodmere NY 11598 516 668 6945 fishbeinadamj@gmail.com

DEFENDANTS

FORSTER & GARBUS LLP

County of Residence of First Listed Defendant Suffolk (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

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

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC 1692 Fair Debt Collection Practices Act. Brief description of cause: Failure to disclose accurate amount of the debt

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 06/27/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Adam J. Fishbein

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CERTIFICATION OF ARBITRATION ELIGIBILITY

Local Arbitration Rule 83.10 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

I, Adam J. Fishbein, counsel for Plaintiff, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- monetary damages sought are in excess of \$150,000, exclusive of interest and costs,
the complaint seeks injunctive relief,
the matter is otherwise ineligible for the following reason Class Action

DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

None

RELATED CASE STATEMENT (Section VIII on the Front of this Form)

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No
2.) If you answered "no" above:
a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? Yes
b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? Yes

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

BAR ADMISSION

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

- Yes No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

- Yes (If yes, please explain) No

I certify the accuracy of all information provided above.

Signature: /s/ Adam J. Fishbein

ClassAction.org

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