

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

CRYSTAL MARTIN and MORGAN OTTMAN,)
Individually and on Behalf of All Others Similarly)
Situating,)

Plaintiff,

v.

NORTHLAND GROUP, INC.,

Defendant.

Case No.: 17-cv-979

CLASS ACTION COMPLAINT

Jury Trial Demanded

INTRODUCTION

1. This class action seeks redress for collection practices that violate the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (the “FDCPA”).

JURISDICTION AND VENUE

2. The court has jurisdiction to grant the relief sought by the Plaintiffs pursuant to 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337. Venue in this District is proper in that Defendant directed its collection efforts into the District.

PARTIES

3. Plaintiff Crystal Martin is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

4. Plaintiff Morgan Ottmann is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

5. Each plaintiff is a “consumer” as defined in the FDCPA, 15 U.S.C. § 1692a(3), in that Defendant sought to collect debts from her allegedly incurred for personal, family or household purposes.

6. Each plaintiff is also a "customer" as defined in the Wisconsin Consumer Act, Wis. Stat. § 421.301(17), in that each plaintiff engaged in a consumer transaction.

7. Defendant Northland Group, Inc. ("Northland") is a foreign corporation with its principal place of business located at 7831 Glenroy Rd Ste 250, Edina, MN 55439.

8. Northland is engaged in the business of a collection agency, using the mails and telephone to collect consumer debts originally owed to others.

9. Northland is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes. Northland is a "debt collector" as defined in 15 U.S.C. § 1692a and § 427.103(3), Wis. Stats.

FACTS

10. On or about December 12, 2016, Northland mailed a debt collection letter to Martin regarding an alleged debt owed to "CAPITAL ONE BANK (USA), N.A." A copy of this letter is attached as Exhibit A.

11. Upon information and belief, the alleged debt in Exhibit A was a personal credit card account, incurred for personal, family or household purposes.

12. Upon information and belief, Exhibit A is a form letter, generated by computer, and with the information specific to Martin inserted by computer.

13. Exhibit A lists a "Current Balance Due" of \$6,366.51.

14. Exhibit A also contains the following text:

We are willing to reduce your balance by offering you a settlement. Please note, we are not obligated to renew this offer. Upon receipt and clearance of \$4138.26, a letter will be sent confirming that the above referenced account has been resolved. This offer does not affect your rights below.

Exhibit A.

15. The statement in Exhibit A: “Upon receipt and clearance of \$4,138.56, a letter will be sent confirming that the above referenced account has been resolved,” is confusing and misleading to the unsophisticated consumer. Such broad, open-ended language is inherently confusing to the consumer and an unfair collection practice.

16. The consumer has no way to know from Exhibit A whether Northland and/or Capital One would treat a payment of the purported “settlement” amount as an actual settlement (i.e. releasing Plaintiff from any remaining liability) of the alleged debt.

17. Northland’s language leaves open the possibility that the consumer will make a payment at the offered 65% settlement amount (i.e. 35% off), only to be informed that the offer has since expired and Northland will continue to collect on the remaining balance.

18. The consequences of misleading a consumer with respect to settling a debt are much greater than misleading about the amount of the debt. *See eg. Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 876 (7th Cir. 2000). Northland could continue to collect the remaining balance – 35% – of the alleged debt.

19. Northland’s misrepresentations are material misrepresentations because they mislead the unsophisticated consumer about the nature of the settlement offer.

20. Exhibit A also contains the following text:

At this time, CAPITAL ONE, N.A. has informed us that your account meets its requirements for possible legal action. No final decision about possible legal action on this account will be made until more than 30 days after your receipt of this notice to allow time for you to exercise your rights set forth below.

Exhibit A.

21. The above language is false, misleading and confusing to the unsophisticated consumer. Northland has no basis to make such claims.

22. Capital One is the eighth largest bank in the United States. https://en.wikipedia.org/wiki/Capital_One. In addition to credit cards, it specializes in home loans, auto loans, banking and savings products.

23. Northland has no basis to assert that Capital One has determined that Martin's account meets Capital One's requirements for possible legal action.

24. Upon information and belief, Northland has no input in, or inside information into Capital One's business practices with respect to lawsuits or otherwise.

25. Upon information and belief, Capital One sends the vast majority of post charge-off, delinquent accounts to collection agencies and/or to debt purchasers, and also continues telephonic and direct mail collection efforts on its own behalf, instead of initiating legal action.

26. Upon information and belief, the decision of how to collect consumers' accounts is generally made months after letters in the form of Exhibit A is sent to customers, and is often made automatically, by computer, with little or no human input.

27. The statements about a possible lawsuit and that "no final decision about possible legal action on this account will be made more than 30 days after your receipt of this notice" together falsely indicate to the unsophisticated consumer that litigation is imminent.

28. Upon information and belief, Capital One has not filed a lawsuit against Martin. A search of CCAP shows no civil actions filed by Capital One against Martin in Wisconsin, almost seven months after Defendant sent Exhibit A to Martin.

Ottmann Letter

29. On or about July 18, 2016, Northland mailed a debt collection letter to Plaintiff Ottmann regarding an alleged debt owed to "Citibank, N.A." ("Citibank"). A copy of this letter is attached to this complaint as Exhibit B.

30. Exhibit B states that it is attempting to collect a “CitiVisa” branded credit card account.

31. Upon information and belief, the alleged debt in Exhibit B was a personal credit card account, incurred for personal, family or household purposes.

32. Upon information and belief, Exhibit B is a form letter, generated by computer, and with the information specific to Plaintiff inserted by computer.

33. Exhibit B states that the “Outstanding Balance” of the debt is \$1,030.41.

34. Exhibit B also includes the following settlement offers:

Option I: CITIBANK, N.A. will allow you to settle your account for \$412.14 in 3 payments starting on 08/08/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all three payments of \$137.38, a letter will be sent confirming the above referenced account has been resolved.

Option II: CITIBANK, N.A. will allow you to settle your account for \$463.68 in 6 payments starting on 08/08/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all 6 payments of \$77.28, a letter will be sent confirming the above referenced account has been resolved.

35. Moreover, Exhibit B also contains the following language:

CITIBANK, N.A. will report any discharge of indebtedness as required by the Internal Revenue Code and corresponding IRS regulations. Please contact your tax advisor if you have any questions.

36. The above statement is false and misleading.

37. The Internal Revenue Code, 26 U.S.C. §6050P, and Treasury Regulations, 26 C.F.R. §1.6050P-1 requires reporting of certain discharges of indebtedness.

38. Reporting is not required:

a. Of the discharge of indebtedness that is interest or other non-principal amounts, 26 C.F.R. §§1.6050P-1(d)(2) and (3);

b. Of the discharge of principal not exceeding \$600.

39. Exhibit B falsely and/or misleadingly states that the Internal Revenue Code and IRS regulations *require* Citibank to report “any discharge of indebtedness” to the IRS. In reality,

a creditor is only required to report a discharge of indebtedness in which the principal amount discharged exceeds \$600.00.

40. Payment in full of Option II would discharge \$566.73 of the listed "outstanding balance." Citibank would not be required to report that discharge of indebtedness to the IRS.

41. Moreover, on information and belief, a substantial portion of the debt described in Exhibit B consists of interest, late fees, and other non-principal amounts. Citibank would have charged a default interest rate of approximately 30 percent for several months before charging off the account.

42. As a result, payment of the amount specified in either "Option I" or "Option II" would result in a discharge of less than \$600.00 of the principal amount allegedly owed.

43. Referring to tax consequences in a collection letter is intimidating and misleading, suggesting to the unsophisticated consumer that failure to pay the debt in full will give rise to problems with the Internal Revenue Service ("IRS").

44. Exhibit B misleads the unsophisticated consumer by implying that:

- a. Unless the consumer pays the entire amount that the defendant alleges is owed on the alleged debt, the consumer would be reported to the IRS.
- b. Unless the consumer pays the entire amount the letter alleges is owed for the debt, the consumer will have to pay taxes on the unpaid balance.

45. Sometimes, issuing a 1099C when not required does, in fact, create problems with the IRS and state taxing authorities. Persons who do not report the discharged amount listed on a 1099C as income are at risk to, and frequently do, receive tax deficiency notices or reduced refunds.

46. Defendant voluntarily chose to give the tax advice found in Exhibit B. No law or regulation obligates defendants to include the statement complained of in collection letters.

The FDCPA

47. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

48. 15 U.S.C. § 1692e(5) specifically prohibits threatening “to take any action that cannot legally be taken or that is not intended to be taken.”

49. 15 U.S.C. § 1692e(10) specifically prohibits the “use of any false representation or deceptive means to collect or attempt to collect any debt.”

50. 15 U.S.C. § 1692f generally prohibits “unfair or unconscionable means to collect or attempt to collect any debt.”

51. Wis. Stat. § 427.104(1)(L) prohibits: “Threaten[ing] action against the customer unless like action is taken in regular course or is intended with respect to the particular debt.”

52. Plaintiffs were confused by Exhibits A and B.

53. Plaintiffs had to spend time and money investigating Exhibits A and B, and the consequences of any potential responses to Exhibits A and B.

54. Plaintiffs had to take time to obtain and meet with counsel, including traveling to counsel’s office by car and its related expenses, including but not limited to the cost of gasoline and mileage, to advise Plaintiffs on the consequences of Exhibits A and B.

55. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Bock v. Pressler & Pressler, LLP*, No. 11-7593, 2017 U.S. Dist. LEXIS 81058 *21 (D.N.J. May 25, 2017) (“through [s]ection 1692e of the FDCPA, Congress established ‘an enforceable right to truthful information concerning’ debt collection practices, a decision that ‘was undoubtedly influenced by congressional awareness that the intentional provision of misinformation’ related to such

practices, ‘contribute[s] to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy,'); *Quinn v. Specialized Loan Servicing, LLC*, No. 16 C 2021, 2016 U.S. Dist. LEXIS 107299 *8-13 (N.D. Ill. Aug. 11, 2016) (rejecting challenge to Plaintiff’s standing based upon alleged FDCPA statutory violation); *Lane v. Bayview Loan Servicing, LLC*, No. 15 C 10446, 2016 U.S. Dist. LEXIS 89258 *9-10 (N.D. Ill. July 11, 2016) (“When a federal statute is violated, and especially when Congress has created a cause of action for its violation, by definition Congress has created a legally protected interest that it deems important enough for a lawsuit.”); *Church v. Accretive Health, Inc.*, No. 15-15708, 2016 U.S. App. LEXIS 12414 *7-11 (11th Cir. July 6, 2016) (same); *see also Mogg v. Jacobs*, No. 15-CV-1142-JPG-DGW, 2016 U.S. Dist. LEXIS 33229, 2016 WL 1029396, at *5 (S.D. Ill. Mar. 15, 2016) (“Congress does have the power to enact statutes creating legal rights, the invasion of which creates standing, even though no injury would exist without the statute,” (quoting *Sterk v. Redbox Automated Retail, LLC*, 770 F.3d 618, 623 (7th Cir. 2014))). For this reason, and to encourage consumers to bring FDCPA actions, Congress authorized an award of statutory damages for violations. 15 U.S.C. § 1692k(a).

56. Moreover, Congress has explicitly described the FDCPA as regulating “abusive practices” in debt collection. 15 U.S.C. §§ 1692(a) – 1692(e). Any person who receives a debt collection letter containing a violation of the FDCPA is a victim of abusive practices. *See* 15 U.S.C. §§ 1692(e) (“It is the purpose of this subchapter to eliminate abusive debt collection practices by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses”).

COUNT I – FDCPA

57. Plaintiff Martin incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

58. Exhibit A includes an offer that is misleading as to when the offer may expire.

59. A consumer who mails a payment in the full amount of the “settlement amount” listed on the letter, may not have actually settled the claim if Northland decides, on its own whim, that the offer expired prior to the payment.

60. Northland violated 15 U.S.C. §§ 1692e, 1692e(10) and 1692f.

COUNT II – FDCPA

61. Plaintiff Martin incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

62. Exhibit A falsely threatens that Capital One may institute possible legal action against Plaintiff Martin.

63. The threat was false and misleading to the unsophisticated consumer.

64. Northland has no knowledge of or influence on Capital One’s internal procedures with respect to bringing lawsuits, and thus had no basis to include the language from Exhibit A, quoted in Paragraph 18 of this Complaint.

65. Northland’s conduct violates 15 U.S.C. §§ 1692e, 1692e(5), 1692e(10), and 1692f.

COUNT III – FDCPA

66. Plaintiff Ottmann incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this complaint.

67. Defendant's references to potential tax consequences of settling a debt violated 15 U.S.C. §§ 1692e, 1692e(2) and 1692e(10)

68. Misrepresentation of a debtor's rights or liabilities under the Internal Revenue Code in connection with the collection of a debt is an FDCPA violation. *Kaff v. Nationwide Credit, Inc.*, 13cv5413, 2015 WL 12660327 (E.D.N.Y., March 31, 2015); *Wagner v. Client Servs., Inc.*, 08cv5546, 2009 WL 839073, at *4 (E.D. Pa. Mar. 26, 2009); *Good v. Nationwide Credit, Inc.*, 14cv4295, 2014 WL 5422103, at *3 (E.D. Pa. Oct. 24, 2014); *Kuehn v. Cadle Co.*, 5:04cv432, 2007 U.S. Dist. LEXIS 25764 (M.D. Fla., April 6, 2007).

COUNT IV – WCA

69. Plaintiff Martin incorporates by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

70. Exhibit A threatens an action against the consumer – legal action – notwithstanding the fact that, upon information and belief, neither Northland nor Capital One had any intention of initiating such action.

71. In fact, Northland had no knowledge of Capital One's litigation procedures and no basis to make the claim in Exhibit A.

72. Northland violated Wis. Stat. § 427.104(1)(L).

CLASS ALLEGATIONS

73. Plaintiffs bring this action on behalf of two Classes.

74. Class I consists of (a) all natural persons in the State of Wisconsin (b) to whom defendant Northland sent a collection letter in the form of Exhibit A to the Complaint in this Action, (c) seeking to collect one or more debts incurred for personal, family or household

services, (d) on or after July 17, 2016, and up to and including July 17, 2017 (e) that was not returned by the postal service.

75. Class II consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit B to the Complaint in this action, (c) on or after July 17, 2016, and up to and including July 17, 2017, inclusive, (d) that was not returned by the postal service

76. Each Class is so numerous that joinder is impracticable. On information and belief, there are more than 50 members of each Class.

77. There are questions of law and fact common to the members of each class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Exhibits A or B violate the FDCPA.

78. Plaintiffs' claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

79. Plaintiffs will fairly and adequately represent the interests of the Class members. Plaintiffs have retained counsel experienced in consumer credit and debt collection abuse cases.

80. A class action is superior to other alternative methods of adjudicating this dispute. Individual cases are not economically feasible.

JURY DEMAND

81. Plaintiffs hereby demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs requests that the Court enter judgment in favor of Plaintiffs and the Class and against Defendants for:

(a) actual damages;

- (b) statutory damages;
- (c) attorneys' fees, litigation expenses and costs of suit; and
- (d) such other or further relief as the Court deems proper.

Dated: July 17, 2017

ADEMI & O'REILLY, LLP

By: /S/ John D. Blythin
Shpetim Ademi (SBN 1026973)
John D. Blythin (SBN 1046105)
Mark A. Eldridge (SBN 1089944)
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(414) 482-8000
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jblythin@ademilaw.com
meldridge@ademilaw.com
dmorris@ademilaw.com

EXHIBIT A



Northland Group Inc.

866-573-2931 ext 3745
For General Business Hours, please visit us at:
www.payments2northland.com
December 12, 2016



PAYMENT ADDRESS: P.O. Box 390846
Minneapolis, MN 55439
Mail Code CPK7

Northland Reference #: [REDACTED] 4221
Current Balance Due: \$6,366.51
Client/Creditor: CAPITAL ONE BANK (USA), N.A.
Original Account #: *****2030



Crystal Martin
5615 S Disch Ave
Cudahy, WI 53110



We Would Like to Help You Resolve Your Account
Your settlement offer: \$4,138.26
Your account balance: \$6,366.51

Dear Crystal Martin,

On 12/09/16, CAPITAL ONE BANK (USA), N.A. authorized Northland Group, Inc. to collect this debt on its behalf.

At this time, CAPITAL ONE BANK (USA), N.A. has informed us that your account meets its requirements for possible legal action. No final decision about possible legal action on this account will be made until more than 30 days after your receipt of this notice to allow time for you to exercise your rights set forth below.

We are willing to reduce your balance by offering you a settlement. Please note, we are not obligated to renew this offer. Upon receipt and clearance of \$4,138.26, a letter will be sent confirming that the above referenced account has been resolved. This offer does not affect your rights set forth below.

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 after 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 of 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.

Our knowledgeable staff is prepared to work with you and find a payment solution that fits your financial needs. Please call us at 866-573-2931 ext 3745. We look forward to hearing from you.

Itemization of Debt:

Charge-Off Date: 10/24/16
Total Amount Due as of Charge-Off: \$6,366.51

Total Amount of Interest Accrued Since Charge-Off: \$0.00
Total Amount of Non-Interest Fees Since Charge-Off: \$0.00
Total of Payments Made Since Charge-Off: \$0.00

Thank you,

Northland Group, Inc.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.

Payment Methods

Online: www.payments2northland.com - Phone: 888-287-5711 - Mail: PO Box 390846, Minneapolis, MN 55439

Exhibit B



Northland Group Inc.



P.O. Box 390905
Minneapolis, MN 55439
Mail Code CBT1

866-390-2348 ext 1257
For General Business Hours, please visit us at:
www.payments2northland.com

July 18, 2016

ACCOUNT INFORMATION

Creditor: **CITIBANK, N.A.**
Regarding: **CITI VISA**
Original Account #: *****1336
Current Balance Due: **\$1,030.41**

Morgan V Ottmann
224 Montana Ave
Apt 4
South Milwaukee, WI 53172

NORTHLAND REFERENCE NUMBER

██████████2618



Settle your account in 3 or 6 payments!

In order to assist you in clearing this debt, we are offering options.

Option I: CITIBANK, N.A. will allow you to settle your account for \$412.14 in 3 payments starting on 08/08/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all three payments of \$137.38, a letter will be sent confirming the above referenced account has been resolved.

Option II: CITIBANK, N.A. will allow you to settle your account for \$463.68 in 6 payments starting on 08/08/16. If you need additional time to respond to this offer, please contact us. We are not obligated to renew this offer. The payments can be no more than 30 days apart. Upon receipt and clearance of all 6 payments of \$77.28, a letter will be sent confirming the above referenced account has been resolved.

Please contact the representative below at 866-390-2348 ext 1257 if you have any questions. These are not your only options. Make check payable to Citi.

CITIBANK, N.A. will report any discharge of indebtedness as required by the Internal Revenue Code and corresponding IRS regulations. Please contact your tax advisor if you have any questions.



Pay Online: www.payments2northland.com



Pay by Phone: Please call Northland Group, Inc. at 866-390-2348 ext 1257. We offer check by phone, Western Union, and debit card.



Pay by Mail: Send payments to PO Box 390905, Minneapolis, MN 55439.

This communication is sent to you by Northland Group, Inc., a debt collector.

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 THE REVERSE OF THE FORM.)

Place an X in the appropriate Box: Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS
CRYSTAL MARTIN and MORGAN OTTMAN

DEFENDANTS
NORTHLAND GROUP, INC.

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

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

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

(c) Attorney's (Firm Name, Address, and Telephone Number)
Ademi & O'Reilly, LLP, 3620 E. Layton Ave., Cudahy, WI 53110
(414) 482-8000-Telephone (414) 482-8001-Facsimile

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

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

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

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

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 (specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. 1692 et seq
Brief description of cause:
Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): **JUDGE** _____ **DOCKET NUMBER** _____

DATE July 17, 2017 **SIGNATURE OF ATTORNEY OF RECORD** s/ John D. Blythin

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT

for the Eastern District of Wisconsin

CRYSTAL MARTIN and MORGAN OTTMAN

Plaintiff(s)

v.

NORHLAND GROUP, INC.

Defendant(s)

Civil Action No. 17-cv-979

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NORHLAND GROUP, INC. 7831 GLENROY RD STE 250 EDINA, MN 55439

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

John D. Blythin Ademi & O'Reilly, LLP 3620 East Layton Avenue Cudahy, WI 53110

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

STEPHEN C. DRIES, CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

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

This summons and the attached complaint for *(name of individual and title, if any)*:

_____ were received by me on *(date)* _____.

I personally served the summons and the attached complaint on the individual at *(place)*:

_____ on *(date)* _____ ; or

I left the summons and the attached complaint 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 and the attached complaint 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.:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Northland Group 'Threatens,' 'Misleads' Consumers in Collection Letters](#)
