

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

GLORIA ROSSITER, SUSAN SEDLAR, and ) MARY SCHNEIDER, Individually and on Behalf ) of All Others Similarly Situated, )	Case No.: 18-cv-134
Plaintiffs, )	<b>CLASS ACTION COMPLAINT</b>
v. )	
NORTHLAND GROUP, INC., )	<b>Jury Trial Demanded</b>
Defendant. )	

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**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 Gloria Rossiter is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

5. Plaintiff Mary Schneider is an individual who resides in the Eastern District of Wisconsin (Milwaukee County).

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

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.

## **FACTS**

### ***Facts Relating to Plaintiff Rossiter***

#### **IRS Letter**

10. On or about February 27, 2017, Northland mailed a debt collection letter to Plaintiff Rossiter regarding an alleged debt owed to “Synchrony Bank” (“Synchrony”). A copy of this letter is attached to this complaint as Exhibit A.

11. Exhibit A states that it is attempting to collect a “Sam’s Club” branded credit card account.

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

13. Exhibit A states that the “Current Balance Due” of the debt is \$8710.75.

14. Exhibit A also contains the following language:

Subject to certain exceptions, Synchrony Bank is required under section 6050P of the Internal Revenue Code, and the regulations thereunder to issue a Form 1099-C for any discharge of debt of \$600 or more. For these purposes, any portion of a debt that is canceled or forgiven is considered discharged. Under these rules, a discharge of debt must be reported regardless of whether the debtor is subject to tax on the discharged debt. Whether reported to you on Form 1099-C or not, amounts discharged may need to be included in your income. Please contact your tax adviser concerning the particular U.S. Federal income tax consequences to you.

15. 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.

16. 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.

17. Furthermore, even if the discharge of indebtedness has to be reported, there are substantial exceptions to the tax consequences of the discharge of indebtedness, namely the receipt of income from the discharge of indebtedness.

18. No taxable income results from the discharge of indebtedness if:

a. The debtor is insolvent;

b. The debt is disputed.

19. Many persons who are unable to pay credit card and similar personal debts are insolvent and will not realize income from the discharge of such debts.

20. Moreover, on information and belief, a substantial portion of the debt described in Exhibit A consists of interest, late fees, and other non-principal amounts. Synchrony would have charged a default interest rate of approximately 25 to 30 percent for several months before charging off the account. The *regular purchase rate* (i.e. not the default rate) for Synchrony's Sam's Club credit card is 26.49% and is variable, and the "maximum late fee" is \$37.00 per late or missed payment. See <https://wallethub.com/d/new-york-company-credit-card-1860c/>.

21. It is thus entirely possible to forgive \$600 or more of the debt and yet not be required to file an IRS Form 1099C. In Plaintiff Rossiter's case, it is likely that less than \$600 of the stated balance of Plaintiff Rossiter's account consists of amounts attributable to interest and fees.

22. Upon information and belief, Synchrony files an IRS Form 1099C as a general practice, whenever a consumer discharges more than \$600 pursuant to a settlement.

23. Upon information and belief, neither Northland nor Synchrony take any steps to determine whether the IRS *actually* requires the creditor to file a 1099C in any particular consumer's circumstance.

24. 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").

25. Exhibit A 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 could be reported to the IRS.

b. Unless the consumer pays the entire amount the letter alleges is owed for the debt, the consumer is going to have to pay taxes on the unpaid balance.

26. Frequently, 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 receive a tax deficiency notice or a reduced refund.

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

**Letters misrepresenting the balance**

28. On or about May 27, 2017, Northland mailed a debt collection letter to Plaintiff Rossiter regarding an alleged debt owed to "CITIBANK, N.A." ("Citibank"). A copy of this letter is attached to this complaint as Exhibit B.

29. Exhibit B states that it is attempting to collect a "Citi Mastercard" credit card account. Exhibit B.

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

31. Exhibit B states that the “Account Balance” of the debt is \$9,421.29.

32. On or about June 30, 2017, Northland mailed a debt collection letter to Plaintiff Rossiter regarding the same alleged Citibank debt as referenced in Exhibit B. A copy of this letter is attached to this complaint as Exhibit C.

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

34. Exhibit C states that the “Account Balance” of the debt is \$9,421.29.

35. On or about July 30, 2017, Northland mailed a debt collection letter to Plaintiff Rossiter regarding the same alleged Citibank debt as referenced in Exhibit B and Exhibit C. A copy of this letter is attached to this complaint as Exhibit D.

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

37. Exhibit D states that the “Account Balance” of the debt is \$9,421.29.

38. On or about August 29, 2017, Northland mailed a debt collection letter to Plaintiff Rossiter regarding the same alleged Citibank debt as referenced in Exhibits B-D. A copy of this letter is attached to this complaint as Exhibit E.

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

40. Exhibit E states that the “Account Balance” of the debt is \$9,421.29.

41. Exhibit E also contains the following language:

Despite many opportunities to resolve this matter, the account remains unpaid. We understand the balance may seem to be out of your reach or out of your budget. You can make payments of \$942.13 a month and pay down your amount due while keeping open the option of saving money in the future by settling on the balance. Payments must be no more than 30 days apart. We are not obligated to renew this offer. Please make payments by due dates below. If you need additional time to respond to this offer, please contact us. Coupons are attached for your first three payments and we will send additional coupons if you request them. Upon completion of the payment plan, a letter will be sent confirming the above referenced account has been resolved. Make check payable to Citi.

Exhibit E.

42. Without extending an offer to settle the debt for less than the amount owed, Exhibit E states that the consumer “can make payments of \$942.13 a month and pay down your amount due while keeping open the option of saving money in the future by settling on the balance.” Exhibit E.

43. Exhibit E also states “Please make payments by due dates below” and contains “coupons” to inform the consumer of those dates:

**Northland Reference #: F91323990**  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
payments2northland.com  
**PAYMENT AMOUNT: \$942.13**  
Due Date: 09/19/17

**Northland Reference #: F91323990**  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
payments2northland.com  
**PAYMENT AMOUNT: \$942.13**  
Due Date: 10/19/17

**Northland Reference #: F91323990**  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
payments2northland.com  
**PAYMENT AMOUNT: \$942.13**  
Due Date: 11/18/17

Exhibit E.

44. Exhibit E also states that “We are not obligated to renew this offer.” Exhibit E.

45. The payment plan described in Exhibit E is not actually a settlement offer; it is an offer to “keep[] open the option of saving money in the future.”

46. Considering Exhibit E as a whole, the unsophisticated consumer would understand Exhibit E to mean that Northland and Citibank would not agree to settle her debt for less than the balance owed unless she tendered a payment of \$942.13 by September 19, 2017.

47. Moreover, Exhibit E describes monthly payments of \$942.13 but Plaintiff Rossiter's account balance is \$9,421.29.

48. If the consumer tendered 10 monthly settlement payments of \$942.13, she would send a total of \$9,421.30.

49. Exhibit E states that "we will send additional coupons if you request them."  
Exhibit E.

50. Thus, the unsophisticated consumer would be induced to tender more than the balance owed unless she made an express request for additional settlement coupons.

51. On or about October 28, 2017, Northland mailed a debt collection letter to Plaintiff Rossiter regarding the same alleged Citibank debt as referenced in Exhibits B-E. A copy of this letter is attached to this complaint as Exhibit F.

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

53. Exhibit F states that the "Account Balance" of the debt is \$9,298.80.

54. Plaintiff did not make a payment between Exhibits E and F.

55. Plaintiff was confused about why the account balance appeared to decrease between Exhibits E and F.

56. The unsophisticated consumer would be confused about why the account balance appeared to decrease between Exhibits E and F.

57. Such misrepresentations are material because they mislead the unsophisticated consumer about the amount and character of the debt. *See* 15 U.S.C. § 1692e(2)(a).

58. The Seventh Circuit has held that a debt collector must state the amount of the debt without "obscur[ing] it by adding confusing other information (or misinformation)." *Miller*

*v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 2000 U.S. App. LEXIS 12178 (7th Cir. Ill. 2000); *Marshall-Mosby v. Corporate Receivables, Inc.*, 205 F.3d 323, 326 (7th Cir. 2000); *Bartlett v. Heibl*, 128 F.3d 497, 500 (7th Cir. 1997).

59. Looking at the letters together, the unsophisticated consumer would be baffled as to whether a payment of the balance listed in Exhibit F would actually pay off the alleged debt.

60. Moreover, the varying amounts may reflect an incorrect belief on Northland or Citibank's part that Plaintiff made a payment.

61. Under Wisconsin law, a payment restarts the statute of limitations. *Liberty Credit Servs. v. Quinn*, 276 Wis. 2d 826, 688 N.W.2d 768 (Ct. App. 2004) ("A partial payment on the contractual obligation made before the statute of limitations has run tolls the statute and sets it running from the date of payment.").

62. Moreover, "re-aging" the debt by falsely making it look like the consumer made a payment has a negative impact on the consumer's credit file and "scores." Older delinquencies have less impact on the consumer's credit "scores" than newer ones.

63. Plaintiff Rossiter was confused by Exhibits A-F.

64. The unsophisticated consumer would be confused by Exhibits A-F.

#### ***Facts Relating to Plaintiff Sedlar***

65. On or about February 3, 2017, Northland mailed a debt collection letter to Plaintiff Sedlar regarding an alleged debt owed to "CAPITAL ONE BANK (USA), N.A." ("Capital One"). A copy of this letter is attached to this complaint as Exhibit G.

66. Exhibit G states that it is attempting to collect a "Capital One" credit card account. Exhibit G.



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

68. Exhibit G states that the “Current Balance Due” of the debt is \$11,354.46.

69. Exhibit G also contains the following language:

CAPITAL ONE BANK (USA), N.A., the creditor of your account, has placed the above referenced account with Northland Group, Inc. for collection. We would like to offer you a settlement on your account for \$5,121.60 in 12 payments over 12 months starting on 02/24/2017. Each payment must be received within 30 days of the previous payment. If you skip or are late on a payment, we reserve the right to cancel the settlement arrangement. If you need additional time to respond to this offer, please contact us. Please note, we are not obligated to renew this offer. Once all 12 payments of \$426.80 have been paid to our office on time, a letter will be sent confirming that the above referenced account has been resolved.

Exhibit G.

70. The above statement in Exhibit G is confusing and misleading to the unsophisticated consumer. The unsophisticated consumer would be led to believe that she would not be able to settle her account at a later date unless she made a payment under the above settlement offer but later defaulted on the payment plan by missing a payment or making a late payment.

71. Statements such as a settlement offer is a “limited time offer,” or that the offer expires on a specific date, or that payments must be received by that date, are false and misleading because the same offer is, upon information and belief, available at any time.

72. Such false statements are material false statements, as they impart in the unsophisticated consumer, a false belief that he or she must hurry to take advantage of a limited-time opportunity, when in reality, there is no such time limit.

73. The Seventh Circuit has established “safe harbor” language regarding settlement offers in collection letters:

As in previous cases in which we have created safe-harbor language for use in cases under the Fair Debt Collection Practices Act, we think the present concern can be adequately addressed yet the unsophisticated consumer still be protected against receiving a false impression of his options by the debt collector's including with the offer the following

language: “We are not obligated to renew this offer.” The word “obligated” is strong and even the unsophisticated consumer will realize that there is a renewal possibility but that it is not assured.

*Evory v. RJM Acquisitions Funding L.L.C.*, 505 F.3d 769, 775-76 (7th Cir. 2007).

74. Defendant’s inclusion of the safe harbor language in Exhibit G is overshadowed by Defendant's prior statement that “If you skip or are late on a payment, we reserve the right to cancel the settlement arrangement.” Exhibit G.

75. The implication of the safe harbor language, understood in the context of the letter, is that Defendant may provide opportunities to settle at a later date if an accepted settlement offer is cancelled due to a missed or late payment.

76. In the context of the letter, the safe harbor language does not apply to any settlement offer unless the first payment is timely received by the settlement deadline, February 24, 2017.

77. Upon information and belief, the deadline in Exhibit G to respond to the settlement offer is a sham. There is no actual deadline. The sole purpose of the purported deadline is to impart in the consumer a false sense of urgency.

78. Upon information and belief, Defendant had authority from Capital One to settle Plaintiff Sedlar’s account for \$5,121.60, or less, at any time.

79. Upon information and belief, neither Northland nor Capital One cancels accepted settlement agreements simply because the customer makes a late settlement payment.

80. Upon information and belief, the statement that Defendant “reserve[s] the right to cancel the settlement arrangement” due to a late payment is a false threat.

81. Plaintiff Sedlar was confused by Exhibit G.

82. The unsophisticated consumer would be confused by Exhibit G.

*Facts Relating to Plaintiff Schneider*

83. On or about March 29, 2017, Northland mailed a debt collection letter to Plaintiff Schneider regarding an alleged debt owed to “Department Stores National Bank” (“DSNB”). A copy of this letter is attached to this complaint as Exhibit H.

84. Exhibit H states that it is attempting to collect a “Macy’s” credit card account. Exhibit H.

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

86. Exhibit H states that the “Account Balance” of the debt is \$332.43.

87. Exhibit H also contains the following language:

**Option 2 (Monthly payments on Balance):** If you are not in a position to take advantage of a settlement offer at this time, we are willing to accept monthly payments of \$50 to be applied towards the balance on your account. We are not obligated to renew this offer. If you wish to take advantage of this option, please send your payments to the above address, and be sure to reference your Northland reference number on your payment. Upon receipt of your first payment, we will send you payment coupons for your future monthly payments. Once you are in a position to offer a settlement, please contact us.

Exhibit H.

88. Without extending an offer to settle the debt for less than the amount owed, Option 2 in Exhibit H states that “we are willing to accept monthly payments of \$50 to be applied towards the balance on your account.” Exhibit H.

89. Exhibit H also states that “We are not obligated to renew this offer. . . . Once you are in a position to offer a settlement, please contact us.” Exhibit H.

90. The payment plan described in Option 2 in Exhibit H is deceptive, misleading, and confusing.

91. Upon information belief, the payment plan described in Option 2 in Exhibit H is available at any time, notwithstanding Exhibit H’s statement that Defendant is “not obligated to renew” it.

92. Exhibit H states that Defendant is “not obligated to renew” Option 2, but does not provide an expiration date through which the unsophisticated consumer may feel confident that she may take advantage of Option 2.

93. Stating that Defendant is “not obligated to renew” Option 2 is a material false statement in the context of Exhibit H because, without providing an expiration date for it, because it imparts in the unsophisticated consumer a false sense of urgency.

94. Moreover, the statement that Defendant is “not obligated to renew” Option 2 without providing an expiration date for it is a material false threat to rescind the offer at any time and without notice.

95. Plaintiff Schneider was confused by Exhibit H.

96. The unsophisticated consumer would be confused by Exhibit H.

97. Plaintiff Schneider had to spend time and money investigating Exhibit H.

98. Plaintiff Schneider 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 Plaintiff Schneider on the consequences of Exhibit H.

#### ***The FDCPA***

99. The FDCPA creates substantive rights for consumers; violations cause injury to consumers, and such injuries are concrete and particularized. *Pogorzelski v. Patenaude & Felix APC*, No. 16-C-1330, 2017 U.S. Dist. LEXIS 89678 \*9 (E.D. Wis. June 12, 2017) (“A plaintiff who receives misinformation from a debt collector has suffered the type of injury the FDCPA was intended to protect against.”); *Spuhler v. State Collection Servs.*, No. 16-CV-1149, 2017 U.S. Dist. LEXIS 177631 (E.D. Wis. Oct. 26, 2017) (“As in *Pogorzelski*, the Spuhlers’ allegations that the debt collection letters sent by State Collection contained false representations

of the character, amount, or legal status of a debt in violation of their rights under the FDCPA sufficiently pleads a concrete injury-in-fact for purposes of standing.”); *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).

100. 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”).

101. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

102. 15 U.S.C. § 1692e(2) specifically prohibits the “false representation of the character, amount, or legal status” of an alleged debt, or the “false representation of...compensation which may be lawfully received by any debt collector for the collection” of an alleged debt.

103. 15 U.S.C. § 1692e(5) specifically prohibits the “threat to take any action that cannot legally be taken or that is not intended to be taken.”

104. 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.”

105. 15 U.S.C. § 1692f generally prohibits a debt collector from using “unfair or unconscionable means to collect or attempt to collect any debt.”

106. 15 U.S.C. § 1692f(1) specifically prohibits the “collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

#### **COUNT I -- FDCPA**

107. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

108. Count I is brought on behalf of Plaintiff Rossiter.

109. Exhibit A made false, deceptive, misleading, and confusing references to potential tax consequences of settling a debt

110. Defendant violated 15 U.S.C. §§1692e, 1692e(2), 1692e(10), and 1692f.

111. 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 II -- FDCPA**

112. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

113. Count II is brought on behalf of Plaintiff Rossiter.

114. Exhibit B contained false, deceptive, misleading, and confusing representations in connection with the collection of the debt.

115. The payment option offered in Exhibit B was an unconscionable means of collecting or attempting to collect the debt.

116. The false and confusing representation of the balance, and that the balance changed between Exhibits E and F, mislead the consumer about the character, amount and legal status of the alleged debt.

117. Defendant violated 15 U.S.C. §§1692e, 1692e(2)(a), 1692e(10), 1692f, and 1692f(1).

### **COUNT III -- FDCPA**

118. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

119. Count III is brought on behalf of Plaintiff Sedlar.

120. Exhibit G contained false, deceptive, misleading, and confusing representations in connection with the collection of the debt.

121. Defendant did not clearly indicate to the consumer that there was a renewal possibility if the consumer did not make a payment on the account prior to the expiration date.

122. Defendant violated 15 U.S.C. §§1692e and 1692e(10).

### **COUNT IV -- FDCPA**

123. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in the preceding paragraphs of this Complaint.

124. Count IV is brought on behalf of Plaintiff Schneider.

125. Exhibit D contained false, deceptive, misleading, and confusing representations in connection with the collection of the debt.

126. By stating that Defendant was not obligated to renew the payment plan offer without providing an expiration date, Defendant falsely threatened to rescind the payment plan offer at any time and without notice.

127. Defendant violated 15 U.S.C. §§1692e, 1695e(5), and 1692e(10).

### **CLASS ALLEGATIONS**

128. Plaintiffs brings this action on behalf of five Classes.

129. Class I, consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit A to the Complaint in this action, (c)



between January 16, 2017 and January 16, 2018, inclusive, (d) that was not returned by the postal service. Plaintiff Rossiter is the named representative for Class I.

130. 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 E to the Complaint in this action, (c) between January 16, 2017 and January 16, 2018, inclusive, (d) that was not returned by the postal service. Plaintiff Rossiter is the named representative for Class II.

131. Class III consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibits A, B, C, D, E or F to the Complaint in this action, (c) in which the balance in any of the letters changed without the Plaintiff making a payment or interest being added to the account, (d) between January 16, 2017 and January 16, 2018, inclusive, (e) that was not returned by the postal service. Plaintiff Rossiter is the named representative for Class III.

132. Class IV consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit G to the Complaint in this action, (c) between January 16, 2017 and January 16, 2018, inclusive, (d) that was not returned by the postal service. Plaintiff Sedlar is the named representative for Class IV.

133. Class V consists of (a) all natural persons in the State of Wisconsin (b) who were sent a collection letter in the form represented by Exhibit H to the Complaint in this action, (c) between January 16, 2017 and January 16, 2018, inclusive, (d) that was not returned by the postal service. Plaintiff Schneider is the named representative for Class V.

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

135. 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 Defendant violated the FDCPA.

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

137. 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.

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

**JURY DEMAND**

139. Plaintiffs hereby demand a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs request that the Court enter judgment in favor of Plaintiffs and the Class and against Defendant 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: January 25, 2018

**ADEMI & O'REILLY, LLP**

By: /s/ Mark A. Eldridge  
John D. Blythin (SBN 1046105)  
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# **EXHIBIT A**



*Northland Group Inc.*



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866-494-8828 ext 3744  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)  
**February 27, 2017**

**Northland Reference #:** [REDACTED] 0372  
**Current Balance Due:** \$8,710.75  
**Creditor:** Synchrony Bank  
**Regarding:** Sam's Club MC  
**Original Account #:** \*\*\*\*\*2826

Gloria Rossiter  
5820 S New York Ave  
Cudahy, WI 53110



**YOU HAVE OPTIONS!**

Dear Gloria Rossiter,

We would like to help you resolve your account. We understand that things happen, and we have many payment options available on the above referenced account which may better fit your budget. Some options include breaking the balance up over 3, 6 or 12 months.

If you would like to take advantage of one of the offers listed above, or if you would prefer to discuss different monthly payments over time, please feel free to call us at 866-494-8828 ext 3744.

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.

Subject to certain exceptions, Synchrony Bank is required under section 6050P of the Internal Revenue Code, and the regulations thereunder to issue a Form 1099-C for any discharge of debt of \$600 or more. For these purposes, any portion of a debt that is canceled or forgiven is considered discharged. Under these rules, a discharge of debt must be reported regardless of whether the debtor is subject to tax on the discharged debt. Whether reported to you on Form 1099-C or not, amounts discharged may need to be included in your income. Please contact your tax adviser concerning the particular U.S. Federal income tax consequences to you.

**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)  
**Pay by Phone:** Please call Northland Group, Inc. at 866-494-8828 ext 3744  
**Pay by Mail:** Send payments to PO BOX 390846, Minneapolis, MN 55439

# Exhibit B



Northland Group



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code CBK10

866-751-7033 ext 1217  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)  
May 27, 2017

ACCOUNT INFORMATION

Creditor: CITIBANK, N.A.  
Regarding: CITI MASTERCARD  
Original Account #: \*\*\*\*\*4736  
Account Balance: \$9,421.29

Gloria J Rossiter  
5820 S New York Ave  
Cudahy, WI 53110

NORTHLAND REFERENCE NUMBER

3990



Past due account balance: \$9,421.29

Dear Gloria J Rossiter,

The above referenced account has been placed with Northland Group for collection. We are aware of today's economic climate and the challenges you may be facing. We pride ourselves on being a problem solving leader in this industry and we are confident we can find a resolution to this matter that is mutually agreeable for all parties involved. This may even include a possible settlement for less than the balance owed. Many times, settlement opportunities can carry a multi-payment option as well. Please contact us to resolve the above referenced account and know that we are always interested in hearing any repayment suggestions that you feel are fair and affordable. This offer does not affect your rights set forth below. Make check payable to Citi.

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.

Thank you,

Northland Group



Pay Online: [www.payments2northland.com](http://www.payments2northland.com)



Pay by Phone: Please call Northland Group at 866-751-7033 ext 1217.  
We offer check by phone, Western Union, and debit card.



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

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.  
This communication is sent to you by Northland Group, a debt collector and a member of ACA International.

# Exhibit C





Northland Group



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code CBK10

866-751-7033 ext 1217  
For General Business Hours, please visit us at  
[www.payments2northland.com](http://www.payments2northland.com)  
June 30, 2017

**ACCOUNT INFORMATION**

Creditor: **CITIBANK, N.A.**  
Regarding: **CITI MASTERCARD**  
Original Account #: \*\*\*\*\*4736  
Account Balance: **\$9,421.29**

Gloria J Rossiter  
5820 S New York Ave  
Apt 20-a  
Cudahy, WI 53110

**NORTHLAND REFERENCE NUMBER**

3990



Settle your account in 2 or 4 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 \$4,710.64 in 4 payments starting on 07/21/17. 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 four payments of \$1,177.66, 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 \$4,239.60 in 2 payments starting on 07/21/17. 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 both payments of \$2,119.80, a letter will be sent confirming the above referenced account has been resolved.

Please contact the representative below at 866-751-7033 ext 1217 if you have any questions. These are not your only options.  
Make check payable to Citi.



**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)



**Pay by Phone:** Please call Northland Group at 866-751-7033 ext 1217.  
We offer check by phone, Western Union, and debit card.



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

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose.  
This communication is sent to you by Northland Group LLC, a debt collector and a member of ACA International.

# Exhibit D



Northland Group



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code CBK10

866-751-7033 ext 1217  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

July 30, 2017

Gloria J Rossiter  
5820 S New York Ave  
Apt 20-a  
Cudahy, WI 53110



**ACCOUNT INFORMATION**  
**Creditor:** CITIBANK, N.A.  
**Regarding:** CITI MASTERCARD  
**Original Account #:** \*\*\*\*\*4736  
**PAYMENT ADDRESS:**  
P.O. Box 390905, Minneapolis, MN 55439  
**NORTHLAND REFERENCE NUMBER**  
[REDACTED] 3990  
**Account Balance:** \$9,421.29  
**Settlement Offer:** \$4,239.60



Your Account Balance \$9,421.29  
Your Settlement Offer \$4,239.60

The creditor will allow you to settle your account for \$4,239.60 in 3 payments starting on 08/20/17. 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. Once all three payments have been paid to our office on time, a letter will be sent confirming the above referenced account has been resolved. Please send in the payments along with a payment stub to the address below. Make check payable to Citi.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group LLC, a debt collector and a member of ACA International.



**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)



**Pay by Phone:** Please call Northland Group at 866-751-7033 ext 1217.  
We offer check by phone, Western Union, and debit card.



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

33-0731\_9\_33 4973

1 of 3

**Northland Reference #:** [REDACTED]  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$1,413.20**  
Due Date: 08/20/17

2 of 3

**Northland Reference #:** [REDACTED]  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$1,413.20**  
Due Date: 30 days from 1st payment

3 of 3

**Northland Reference #:** [REDACTED]  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$1,413.20**  
Due Date: 30 days from 2nd payment

Detach coupon and mail with payment

Detach coupon and mail with payment

Detach coupon and mail with payment

# Exhibit E



Northland Group

866-751-7033 ext 1217  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

August 29, 2017

Gloria J Rossiter  
5820 S New York Ave  
Apt 20-a  
Cudahy, WI 53110



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code CBK10

**ACCOUNT INFORMATION**

**Creditor:** CITIBANK, N.A.  
**Regarding:** CITI MASTERCARD  
**Original Account #:** \*\*\*\*\*4736  
**PAYMENT ADDRESS:**  
P.O. Box 390905, Minneapolis, MN 55439  
**NORTHLAND REFERENCE NUMBER**  
[REDACTED] 3990  
**Account Balance:** \$9,421.29



Resolve Your Account with Monthly Payments!

Dear Gloria J Rossiter,

Despite many opportunities to resolve this matter, the account remains unpaid. We understand the balance may seem to be out of your reach or out of your budget. You can make payments of \$942.13 a month and pay down your amount due while keeping open the option of saving money in the future by settling on the balance. Payments must be no more than 30 days apart. We are not obligated to renew this offer. Please make payments by due dates below. If you need additional time to respond to this offer, please contact us. Coupons are attached for your first three payments and we will send additional coupons if you request them. Upon completion of the payment plan, a letter will be sent confirming the above referenced account has been resolved. Make check payable to Citi.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group LLC, a debt collector and a member of ACA International.

**Pay Online:** [www.payments2northland.com](http://www.payments2northland.com)

**Pay by Phone:** Please call Northland Group at 866-751-7033 ext 1217. We offer check by phone, Western Union, and debit card.

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

246-2829\_4\_246 8

**Northland Reference #:** [REDACTED] 3990  
**Client Code:** CBNK  
**Original Account #:** \*\*\*\*\*4736  
**Mail Payment to:**  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
**Or pay online at:**  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT:** \$942.13  
**Due Date:** 09/19/17

**Northland Reference #:** [REDACTED] 3990  
**Client Code:** CBNK  
**Original Account #:** \*\*\*\*\*4736  
**Mail Payment to:**  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
**Or pay online at:**  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT:** \$942.13  
**Due Date:** 09/19/17

**Northland Reference #:** [REDACTED] 3990  
**Client Code:** CBNK  
**Original Account #:** \*\*\*\*\*4736  
**Mail Payment to:**  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
**Or pay online at:**  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT:** \$942.13  
**Due Date:** 09/19/17

# EXHIBIT F



Northland Group

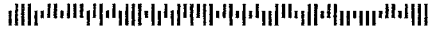


P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code CBK10

866-751-7033 ext 1217  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

October 28, 2017

Gloria J Rossiter  
5820 S New York Ave  
Apt 20-a  
Cudahy, WI 53110



**ACCOUNT INFORMATION**

**Creditor:** CITIBANK, N.A.  
**Regarding:** CITI MASTERCARD  
**Original Account #:** \*\*\*\*\*4736  
**PAYMENT ADDRESS:**  
P.O. Box 390905, Minneapolis, MN 55439  
**NORTHLAND REFERENCE NUMBER**  
[REDACTED] 3990  
**Account Balance:** \$9,298.80



Resolve Your Account for \$100 per Month

Despite many opportunities to resolve this matter, the account remains unpaid. We understand the balance may seem to be out of your reach or out of your budget. You can make payments of \$100 a month and pay down your amount due while keeping open the option of saving money in the future by settling on the balance. Payments must be no more than 30 days apart. We are not obligated to renew this offer. Please make payments by due dates below. If you need additional time to respond to this offer, please contact us. Coupons are attached for your first three payments and we will send additional coupons if you request them. Upon completion of the payment plan, a letter will be sent confirming the above referenced account has been resolved. Make check payable to Citi.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group LLC, a debt collector and a member of ACA International.

	<b>Pay Online:</b> <a href="http://www.payments2northland.com">www.payments2northland.com</a>
	<b>Pay by Phone:</b> Please call Northland Group at 866-751-7033 ext 1217. We offer check by phone, Western Union, and debit card.
	<b>Pay by Mail:</b> Send payments to PO Box 390905, Minneapolis, MN 55439.

16-1030\_4\_16 114

**Northland Reference #:** [REDACTED]  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$100.00**  
Due Date: 11/18/17

**Northland Reference #:** [REDACTED]  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$100.00**  
Due Date: 12/18/17

**Northland Reference #:** [REDACTED]  
Client Code: CBNK  
Original Account #: \*\*\*\*\*4736  
Mail Payment to:  
Northland Group  
P.O. Box 390905  
Minneapolis, MN 55439  
Or pay online at:  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$100.00**  
Due Date: 01/17/18

Detach coupon and mail with payment

Detach coupon and mail with payment

Detach coupon and mail with payment

# **Exhibit G**





Northland Group Inc.



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

866-573-2931 ext 3745  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)  
February 3, 2017

**ACCOUNT INFORMATION**

Client/Creditor: **CAPITAL ONE BANK (USA), N.A.**  
Original Account #: \*\*\*\*\*8165  
Account Balance: **\$11,354.46**

Susan A Sedlar  
8661 S Glen Forest Ct  
Oak Creek, WI 53154

**NORTHLAND REFERENCE NUMBER**

██████████4557



Discount and Save: Pay Discounted Amount Over 12 Months

Dear Susan A Sedlar,

CAPITAL ONE BANK (USA), N.A., the creditor of your account, has placed the above referenced account with Northland Group, Inc. for collection. We would like to offer you a settlement on your account for \$5,121.60 in 12 payments over 12 months starting on 02/24/2017. Each payment must be received within 30 days of the previous payment. If you skip or are late on a payment, we reserve the right to cancel the settlement arrangement. If you need additional time to respond to this offer, please contact us. Please note, we are not obligated to renew this offer. Once all 12 payments of \$426.80 have been paid to our office on time, a letter will be sent confirming that the above referenced account has been resolved.

Should you have any questions regarding this account, please feel free to call us at 866-573-2931 ext 3745. We look forward to hearing from you.

Thank you,

Northland Group, Inc.



Pay Online: To view the account balance, set up payments, and communicate with us via e-mail, please visit [www.payments2northland.com](http://www.payments2northland.com)



Pay by Phone: Please call Northland Group, Inc. at 866-573-2931 ext 3745. We offer check by phone, Western Union, and debit card.



Pay by Mail: Send payments to PO Box 390846, Minneapolis, MN 55439.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group, Inc., a debt collector and a member of ACA International.

# **Exhibit H**



Northland Group Inc.



P.O. Box 390905  
Minneapolis, MN 55439  
Mail Code FDDS1

866-699-2648 ext 3277  
For General Business Hours, please visit us at:  
[www.payments2northland.com](http://www.payments2northland.com)

March 29, 2017

Mary L Schneider  
7971 S 6th St  
Apt 424  
Oak Creek, WI 53154



**ACCOUNT INFORMATION**  
**Creditor:** Department Stores National Bank  
**Regarding:** MACY'S  
**Original Account #:** \*\*\*\*\*4180  
**PAYMENT ADDRESS:**  
P.O. Box 390905, Minneapolis, MN 55439  
**NORTHLAND REFERENCE NUMBER**  
[REDACTED] 9250  
**Account Balance:** \$332.43  
**Settlement:** \$216.06



IT'S A NEW YEAR WITH NEW OPPORTUNITIES!

Despite many opportunities to resolve this matter, this account remains unpaid. In view of tax season and in order to assist you in clearing this debt, we are offering you options; however, the options listed below are not your only options. Make check payable to DSNB.

**Option 1 (3-pay settlement):** This option allows you to settle your account for \$216.06 in 3 payments of \$72.02 in order to clear this debt. Your first payment is due on 04/19/2017. If you need additional time to respond to this offer, please contact us. The payments can be no more than 30 days apart. We are not obligated to renew this offer. For your convenience, payment coupons are attached at the bottom of this letter. Upon receipt and clearance of all three payments, a letter will be sent confirming the above referenced account has been resolved.

**Option 2 (Monthly payments on Balance):** If you are not in a position to take advantage of a settlement offer at this time, we are willing to accept monthly payments of \$50 to be applied towards the balance on your account. We are not obligated to renew this offer. If you wish to take advantage of this option, please send your payments to the above address, and be sure to reference your Northland reference number on your payment. Upon receipt of your first payment, we will send you payment coupons for your future monthly payments. Once you are in a position to offer a settlement, please contact us.

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. This communication is sent to you by Northland Group, Inc., a debt collector and a member of ACA International.

	<b>Pay Online:</b> <a href="http://www.payments2northland.com">www.payments2northland.com</a>
	<b>Pay by Phone:</b> Please call Northland Group, Inc. at 866-699-2648 ext 3277. We offer check by phone, Western Union, and debit card.
	<b>Pay by Mail:</b> Send payments to PO Box 390905, Minneapolis, MN 55439.

235-0329\_7\_235 295

1 of 3

2 of 3

3 of 3

**Northland Reference #:** [REDACTED] 9250  
**Client Code:** DSNB  
**Original Account #:** \*\*\*\*\*4180  
**Mail Payment to:**  
Northland Group, Inc.  
P.O. Box 390905  
Minneapolis, MN 55439  
**Or pay online at:**  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$72.02**  
**Due Date:** 04/19/17

**Northland Reference #:** [REDACTED] 9250  
**Client Code:** DSNB  
**Original Account #:** \*\*\*\*\*4180  
**Mail Payment to:**  
Northland Group, Inc.  
P.O. Box 390905  
Minneapolis, MN 55439  
**Or pay online at:**  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$72.02**  
**Due Date:** 30 days from 1st payment

**Northland Reference #:** [REDACTED] 9250  
**Client Code:** DSNB  
**Original Account #:** \*\*\*\*\*4180  
**Mail Payment to:**  
Northland Group, Inc.  
P.O. Box 390905  
Minneapolis, MN 55439  
**Or pay online at:**  
[payments2northland.com](http://payments2northland.com)  
**PAYMENT AMOUNT: \$72.02**  
**Due Date:** 30 days from 2nd payment

# 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

GLORIA ROSSITER, et al.

(b) County of Residence of First Listed Plaintiff Milwaukee

(EXCEPT IN U.S. PLAINTIFF CASES)

(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

### DEFENDANTS

NORTHLAND GROUP, INC.

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.

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	<b>PERSONAL INJURY</b>	<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"/> 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"/> 625 Drug Related Seizure of Property 21 USC 881	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<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	<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"/> 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"/> 660 Occupational Safety/Health	<b>SOCIAL SECURITY</b>	<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"/> 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	<b>LABOR</b>	<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	<b>PRISONER PETITIONS</b>	<input type="checkbox"/> 720 Labor/Mgmt. Relations & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b>	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 740 Railway Labor Act	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 443 Housing/Accommodations	<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"/> 444 Welfare	<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"/> 445 Amer. w/Disabilities - Employment	<b>IMMIGRATION</b>		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<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"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes

### 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 \$ \_\_\_\_\_

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE  
January 25, 2018

SIGNATURE OF ATTORNEY OF RECORD  
/s/ Mark A. Eldridge

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFF \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

## 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

GLORIA ROSSITER, SUSAN SEDLAR, and
MARY SCHNEIDER

Plaintiff

v.

NORTHLAND GROUP, INC.

Defendant

)
)
)
)
)
)
)

Civil Action No. 18-cv-134

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NORTHLAND GROUP, INC.
c/o C T CORPORATION SYSTEM
301 S. Bedford St. Suite 1
Madison, WI 53703

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received 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 plaintiff's attorney, whose name and address are:

John D. Blythin
Ademi & O'Reilly, LLP
3620 East Layton Avenue
Cudahy, WI 53110
(414) 482-8000-Telephone

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.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. 18-cv-134

**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:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Three Plaintiffs Sue Northland Group Over Collection Notices](#)

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