

6. Defendant Northland Group, Inc., (“Northland”) is a foreign corporation with its principal place of business located at 7831 Glenroy Rd., Suite 250, Edina, Minnesota 55439.

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

8. Northland is engaged in the business of collecting debts owed to others and incurred for personal, family or household purposes.

9. Northland is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

10. Defendant Absolute Resolutions Corporation (“ARC”) is a foreign corporation with its principal place of business located at 1455 Frazee Road, Suite 550, San Diego, California 92108.

11. Upon information and belief, the entities named “Absolute Resolutions V, LLC” (“ARV”) and “Absolute Resolutions Investments, LLC” (“ARI”) are wholly owned subsidiaries of ARC. Upon information and belief, their principal offices are also located at 1455 Frazee Road, Suite 550, San Diego, California 92108. Hereafter, all three entities will be referred to collectively as “Absolute Resolutions.”

12. The FDCPA defines a “debt” as “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.”

13. The FDCPA defines a “debt collector” as “any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, *or* who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6)

(emphasis added); see *Barbato v. Greystone All., LLC*, Civil Action No. 3:13-2748, 2017 U.S. Dist. LEXIS 172984 (M.D. Pa. Oct. 19, 2017); *Tepper v. Amos Fin., LLC*, No. 15-cv-5834, 2017 U.S. Dist. LEXIS 127697 *20-22 (E.D. Pa. Aug. 9, 2017) (“the statute provides two possible paths for a plaintiff to prove that a particular defendant is a ‘debt collector.’ Subject to certain exceptions not relevant here, the defendant will be a debt collector if either (1) its ‘principal purpose . . . is the collection of any debts,’ or (2) it ‘regularly collects or attempts to collect . . . debts owed or due . . . another.’”).

14. The primary purpose of Absolute Resolutions’ business, and Absolute Resolutions’ principal purpose, is the collection of consumer debts. Absolute Resolutions’ website states:

Receivables Management Solutions

Founded in 2001, Absolute Resolutions Corporation (ARC) is a receivables management firm exclusively focused on acquiring debt portfolios directly from creditors as a part of the debt recovery lifecycle.

<https://absoluteresolutions.com/receivables/>.

15. Wis. Stat. § 427.103(3) defines debt collector as: “any person engaging, directly or indirectly, in debt collection, and includes any person who sells, or offers to sell, forms represented to be a collection system, device or scheme, intended or calculated to be used to collect claims. The term does not include a printing company engaging in the printing and sale of forms.” (emphasis added). On its face, Wis. Stat. § 427.103(3) applies to creditors collecting on their own behalf.

16. Wis. Stat § 427.103(2) states: “Debt collection” means any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due a merchant by a customer.”

17. Absolute Resolutions is a “merchant” as defined in the WCA, as it has, or claims to have, taken assignment of Plaintiff’s former consumer credit card accounts. Wis. Stat. § 421.301(25) (“The term [merchant] includes but is not limited to a seller, lessor, manufacturer, creditor, arranger of credit and any assignee of or successor to such person.”)

18. The Western District of Wisconsin has noted: “Unlike the FDCPA, the Wisconsin Consumer Act does not provide exceptions to its general definition of a debt collector.” *Hartman v. Meridian Fin. Servs.*, 191 F. Supp. 2d 1031, 1048 (W.D. Wis. 2002).

19. The Wisconsin Department of Financial Institutions has likewise designated merchants and creditors as “Debt Collectors” under the WCA:

Anyone attempting to collect a debt arising from a consumer credit transaction in Wisconsin, whether a merchant doing its own debt collecting or a third-party debt collector, must follow Wisconsin’s debt collection law, Ch. 427, Wis. Stats. This is an important point because many merchants collecting debt owed directly to them mistakenly believe that they are exempt from Wisconsin’s debt collection law because they are not included within the definition of “debt collector” under the federal Fair Debt Collection Practices Act.

https://www.wdfr.org/wca/business_guidance/creditors/debt_collection/.

20. Absolute Resolutions uses both ordinary collection methods such as mail and telephone communications, and also civil lawsuits, in its collection business.

21. A company meeting the definition of a “debt collector” (here, Absolute Resolutions) is vicariously liable for the actions of a second company collecting debts on its behalf. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 325-26 (7th Cir. 2016) (assignees who are “debt collectors” are responsible for the actions of those collecting on their behalf); *citing Pollice*, 225 F.3d at 404-05.

22. Absolute Resolutions is a debt collector as defined in 15 U.S.C. § 1692a and Wis. Stat. § 427.103(3).

FACTS

January 11, 2017 Letter

23. On or about January 11, 2017, Northland mailed a debt collection letter to Plaintiff regarding an alleged debt. A copy of this letter is attached to this complaint as Exhibit A.

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

25. Upon information and belief, Exhibit A is a form debt collection letter, used by Defendants Northland and Absolute Resolutions to attempt to collect alleged debts.

26. Upon information belief, Exhibit A was the first written communication that Northland mailed to Plaintiff regarding this alleged debt.

27. Exhibit A contains the statutory validation notice that the FDCPA, 15 U.S.C. § 1692g, requires that debt collectors send within five days of the initial communication:

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.

Exhibit A.

28. Exhibit A contains the following:

ACCOUNT INFORMATION
Original Creditor: HSBC CARD SERVICES INC
Current Creditor: ABSOLUTE RESOLUTIONS CORP.
Regarding: HSBC CARD SERVICES INC
Original Account #: *****2898

Exhibit A.

29. Exhibit A identifies three different entities as the creditor. These representations are false and misleading.

30. Exhibit A states that the “Current Creditor” of the debt is “ABSOLUTE RESOLUTIONS CORP.” and that the “Original Creditor” was “HSBC CARD SERVICES INC” (“HSBC”).

31. The body of Exhibit A contains the following:

The above referenced account has been placed with Northland Group, Inc. for collection. HSBC CARD SERVICES INC is willing to reduce your balance by offering you a settlement. We are not obligated to renew this offer. Upon receipt and clearance of \$158.34, a letter will be sent confirming the above referenced account has been resolved. This offer does not affect your rights set forth below.

Exhibit A.

32. Exhibit A states that HSBC “is willing to reduce your balance by offering you a settlement.” Exhibit A.

33. Exhibit A states that HSBC is the creditor.

34. Both of the above statements about HSBC are false. HSBC sold its portfolio of credit cards to Capital One in 2011. <https://www.theguardian.com/business/2011/aug/10/hsbc-sells-us-credit-card-business-to-capitalone>. HSBC has had no interest in Plaintiff's account or any U.S. consumer credit card accounts since 2011. HSBC certainly has no authority to reduce Plaintiff's balance or offer a settlement.

35. Exhibit A also contains the following:

Please be aware that if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c. If you have any questions regarding your personal taxes, it is recommended you consult with a certified public accountant or other tax professional.

Exhibit A.

36. Exhibit A states that, “if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c.”

37. Exhibit A states that tax law may require “Razor Capital” to issue a form 1099c if the debt is settled for less than the total amount owed.

38. Exhibit A states that “Razor Capital” is the creditor.

39. Because the settlement offer in Exhibit A was made pursuant to Northland’s “authority” from HSBC, if the consumer tendered the settlement amount, Absolute Resolutions may not be bound by the settlement, in which case it could continue to attempt to collect the remaining balance of the account.

40. Additionally, the voluntary payment doctrine may bar the consumer from recovering the amounts that were paid to Northland to “settle” the account.

41. Moreover, Exhibit A states that HSBC was the “Original Creditor” of this account. This statement is misleading. Capital One is the original creditor, as it purchased HSBC's consumer credit card portfolio in 2011.

42. In Wisconsin, the statute of limitations on open accounts, including credit cards, is six years. Wis. Stat. § 893.43.

43. Upon information and belief, the alleged debt Northland and Absolute Resolutions were attempting to collect is time-barred.

February 14, 2017 Letter

44. On or about February 14, 2017, Northland mailed a debt collection letter to Plaintiff regarding this same alleged debt. A copy of this letter is attached to this complaint as Exhibit B.

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

46. Upon information and belief, Exhibit B is a form debt collection letter, used by Defendants Northland and Absolute Resolutions to attempt to collect alleged debts.

55. Exhibit B states that, “if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c.”

56. Exhibit B states that tax law may require “Razor Capital” to issue a form 1099c if the debt is settled for less than the total amount owed.

57. Exhibit B also contains a payment remittance slip that includes “payment stubs.”

58. Exhibit B’s payment stubs include the following:

1 of 3
Northland Reference #: [REDACTED] 0144
Client Code: RAZR
Original Account #: *****2898
Mail Payment to:
Northland Group, Inc.
P.O. Box 390846
Minneapolis, MN 55439
Or pay online at:
payments2northland.com
PAYMENT AMOUNT: \$52.78
Due Date: 03/07/17

Detach coupon and mail with payment

2 of 3
Northland Reference #: [REDACTED] 0144
Client Code: RAZR
Original Account #: *****2898
Mail Payment to:
Northland Group, Inc.
P.O. Box 390846
Minneapolis, MN 55439
Or pay online at:
payments2northland.com
PAYMENT AMOUNT: \$52.78
Due Date: 30 days from 1st payment

Detach coupon and mail with payment

3 of 3
Northland Reference #: [REDACTED] 0144
Client Code: RAZR
Original Account #: *****2898
Mail Payment to:
Northland Group, Inc.
P.O. Box 390846
Minneapolis, MN 55439
Or pay online at:
payments2northland.com
PAYMENT AMOUNT: \$52.78
Due Date: 30 days from 2nd payment

Detach coupon and mail with payment

Exhibit B.

59. Exhibit B’s payment stubs identify the “Client Code” as “RAZR.”

60. Exhibit B states that “RAZR” is the Northland’s client.

61. Exhibit B states that Razor Capital is the creditor.

62. Like Exhibit A, Exhibit B identifies HSBC, Absolute Resolutions and Razor Capital” as the creditor. That representation is clearly false. Only one of the above or none are the current creditor.

63. Because the settlement offer in Exhibit B was made pursuant to Northland’s “authority” from HSBC, if the consumer tendered the settlement amount, Absolute Resolutions may not be bound by the settlement, in which case it could continue to attempt to collect the remaining balance of the account.

64. Additionally, the voluntary payment doctrine may bar the consumer from recovering the amounts that were paid to Northland to “settle” the account.

March 16, 2017 Letter

65. On or about March 16, 2017, Northland mailed a debt collection letter to Plaintiff regarding this same alleged debt. A copy of this letter is attached to this complaint as Exhibit C.

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

67. Upon information and belief, Exhibit C is a form debt collection letter, used by Defendants Northland and Absolute Resolutions to attempt to collect alleged debts.

68. Exhibit C contains the following:

ACCOUNT INFORMATION
Original Creditor: **HSBC CARD SERVICES INC**
Current Creditor: **Absolute Resolutions Corporation**
Regarding: **HSBC CARD SERVICES INC**
Original Account #: *******2898**
Current Balance Due: **\$452.44**

Exhibit C.

69. Exhibit C states that the “Current Creditor” of the debt is “Absolute Resolutions Corporation” and that the “Original Creditor” of the debt was HSBC. Exhibit C.

70. Exhibit C also contains the following:

Option I: HSBC CARD SERVICES INC will allow you to settle your account for \$158.34 in 3 payments starting on 04/06/17. 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 three payments of \$52.78, a letter will be sent confirming the above referenced account has been resolved.

Option II: HSBC CARD SERVICES INC will allow you to settle your account for \$180.96 in 6 payments starting on 04/06/17. 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 6 payments of \$30.16, a letter will be sent confirming the above referenced account has been resolved.

Exhibit C.

71. Exhibit C states that HSBC “will allow you to settle your account” Exhibit C.

72. Exhibit C states that HSBC has authority to settle the debt.
73. Exhibit C states that HSBC is the creditor.
74. Exhibit C also contains the following:

Please be aware that if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c. If you have any questions regarding your personal taxes, it is recommended you consult with a certified public accountant or other tax professional.

Exhibit C.

75. Exhibit C states that, “if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c.”

76. Exhibit C states that tax law may require “Razor Capital” to issue a form 1099c if the debt is settled for less than the total amount owed.

77. Exhibit C states that Razor Capital is the creditor.

78. Like Exhibits A and B, Exhibit C identifies HSBC, Absolute Resolutions and Razor Capital” as the creditor. That representation is clearly false. Only one of the above or none are the current creditor.

79. Because the settlement offer in Exhibit C was made pursuant to Northland’s “authority” from HSBC, if the consumer tendered the settlement amount, Absolute Resolutions may not be bound by the settlement, in which case it could continue to attempt to collect the remaining balance of the account.

80. Additionally, the voluntary payment doctrine may bar the consumer from recovering the amounts that were paid to Northland to “settle” the account.

81. Moreover, Exhibits A, B, and C state that HSBC was the “Original Creditor” of this account.

82. HSBC sold its portfolio of credit cards to Capital One in 2011. <https://www.theguardian.com/business/2011/aug/10/hsbc-sells-us-credit-card-business-to-capitalone>.

83. In Wisconsin, the statute of limitations on open accounts, including credit cards, is six years. Wis. Stat. § 893.43.

84. Upon information and belief, the alleged debt Northland and Absolute Resolutions were attempting to collect is time-barred.

The FDCPA

85. 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).

86. 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”).

87. 15 U.S.C. § 1692e generally prohibits “any false, deceptive, or misleading representation or means in connection with the collection of any debt.”

88. 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.

89. 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.”

90. 15 U.S.C. § 1692f generally prohibits any “unfair or unconscionable means to collect or attempt to collect a debt.”

91. 15 U.S.C. § 1692f(1) specifically prohibits “the collection of any amount . . . unless such amount is expressly authorized by the agreement creating the debt or permitted by law.”

92. 15 U.S.C. § 1692g states, in part:

a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

(2) the name of the creditor to whom the debt is owed;

93. The Seventh Circuit has held that a debt collector must state the required disclosures in a non-confusing manner. *See Miller v. McCalla, Raymer, Padrick, Cobb, Nichols, & Clark, L.L.C.*, 214 F.3d 872, 875 (7th Cir. 2000).

94. While *Miller* addressed a debt collector’s obligation to provide the amount of the debt under 15 U.S.C. § 1692g(a)(1), the Seventh Circuit has held that the standards for claims

under § 1692g(a)(2) are the same. *Janetos v. Fulton Friedman & Gullace, LLP*, 825 F.3d 317, 319 (7th Cir. 2016):

Section 1692g(a) requires debt collectors to disclose specific information, including the name of the current creditor, in certain written notices they send to consumers. If a letter fails to disclose the required information clearly, it violates the Act, without further proof of confusion.

The WCA

95. The Wisconsin Consumer Act (“WCA”) was enacted to protect consumers against unfair, deceptive, and unconscionable business practices and to encourage development of fair and economically sound practices in consumer transactions. Wis. Stat. § 421.102(2).

96. The Wisconsin Supreme Court has favorably cited authority finding that the WCA “goes further to protect consumer interests than any other such legislation in the country,” and is “probably the most sweeping consumer credit legislation yet enacted in any state.” *Kett v. Community Credit Plan, Inc.*, 228 Wis. 2d 1, 18 n.15, 596 N.W.2d 786 (1999) (citations omitted).

97. To further these goals, the Act’s protections must be “liberally construed and applied.” Wis. Stat. § 421.102(1); *see also* § 425.301.

98. To carry out this intent, the WCA provides Wisconsin consumers with an array of protections and legal remedies, including punitive damages. The Act contains significant and sweeping restrictions on the activities of those attempting to collect debts. *See* Wis. Stats. § 427.104.

99. The Act limits the amounts and types of additional fees that may be charged to consumers in conjunction with transactions. Wis. Stats. § 422.202(1). The Act also provides injured consumers with causes of action for class-wide statutory and actual damages and injunctive remedies against defendants on behalf of all customers who suffer similar injuries. *See*

Wis. Stats. §§ 426.110(1); § 426.110(4)(e). Finally, “a customer may not waive or agree to forego rights or benefits under [the Act].” Wis. Stat. § 421.106(1).

100. Consumers’ WCA claims under Wis. Stat. § 427.104(1) are analyzed using the same methods as claims under the FDCPA. Indeed, the WCA itself requires that the court analyze the WCA “in accordance with the policies underlying a federal consumer credit protection act,” including the FDCPA. Wis. Stat. § 421.102(1).

101. Further, the Wisconsin Supreme Court has held that WCA claims relating to debt collection are to be analyzed under the “unsophisticated consumer” standard. *Brunton v. Nuvelt Credit Corp.*, 785 N.W.2d 302, 314-15. In *Brunton*, the Wisconsin Supreme Court explicitly adopted and followed the “unsophisticated consumer” standard, citing and discussing *Gammon v. GC Servs. Ltd. P’ship*, 27 F.3d 1254, 1257 (7th Cir. 1994). *Id.*

102. Wis. Stat. § 427.104(1)(g) states that a debt collector may not: “Communicate with the customer . . . in such a manner as can reasonably be expected to threaten or harass the customer.”

103. Wis. Stat. § 427.104(1)(h) states that a debt collector may not: “Engage in other conduct which can reasonably be expected to threaten or harass the customer”

104. Wis. Stat. § 427.104(1)(j) states that a debt collector may not: “Claim, or attempt or threaten to enforce a right with knowledge or reason to know that the right does not exist.”

COUNT I -- FDCPA

105. Count I is brought against all Defendants.

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

107. Exhibits A, B, and C identify three different entities as the "creditor" of the account.

108. Exhibits A, B, and C contain false, deceptive, misleading, and confusing statements about the identity of the creditor of the debt.

109. Defendants violated 15 U.S.C. §§1692e, 1692e, 1692e(10), and 1692g(a)(2).

COUNT II -- FDCPA

110. Count II is brought against all Defendants.

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

112. Exhibits A, B, and C contain false, deceptive, misleading, and confusing settlement offers.

113. Exhibits A, B, and C purport to make settlement offers on behalf of a creditor who no longer owns the debt, in which case, the current creditor may not be bound by the settlement offer.

114. Exhibits A, B, and C purport to make settlement offers on a debt that is, upon information and belief, time-barred.

115. Defendants violated 15 U.S.C. §§1692e, 1692e, 1692e(10), 1692f, and 1692f(1).

COUNT III -- WCA

116. Count III is brought against all Defendants.

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

118. Exhibits A, B, and C contained false, deceptive, misleading, and confusing statements about the identity of the creditor of the debt.

119. Exhibits A, B, and C purport to make settlement offers on behalf of a creditor who no longer owns the debt, in which case, the current creditor may not be bound by the settlement offer.

120. Exhibits A, B, and C purport to make settlement offers on a debt that is, upon information and belief, time-barred.

121. Defendants violated Wis. Stat. §§ 427.104(1)(g), 427.104(1)(h), and 427.104(1)(j).

CLASS ALLEGATIONS

122. Plaintiff brings this action on behalf of a Class, consisting 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, and C to the Complaint in this action, (c) between December 13, 2016 and December 13, 2017, inclusive, (d) that was not returned by the postal service.

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

124. There are questions of law and fact common to the members of the Class, which common questions predominate over any questions that affect only individual class members. The predominant common question is whether Defendants violated the FDCPA and the WCA.

125. Plaintiff's claims are typical of the claims of the Class members. All are based on the same factual and legal theories.

126. Plaintiff will fairly and adequately represent the interests of the Class members. Plaintiff has retained counsel experienced in consumer credit and debt collection abuse cases.

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

JURY DEMAND

128. Plaintiff hereby demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court enter judgment in favor of Plaintiff 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: December 13, 2017

ADEMI & O'REILLY, LLP

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EXHIBIT A



Northland Group Inc.



P.O. Box 390846
Minneapolis, MN 55439
Mail Code REZ3

866-699-2649 ext 3728
For General Business Hours, please visit us at:
www.payments2northland.com
January 11, 2017

ACCOUNT INFORMATION

Original Creditor: HSBC CARD SERVICES INC
Current Creditor: ABSOLUTE RESOLUTIONS CORP.
Regarding: HSBC CARD SERVICES INC
Original Account #: *****2898

Jennifer R Krueger
3009 W Wanda Ave
Apt 5304
Milwaukee, WI 53221

NORTHLAND REFERENCE NUMBER

0144



Your past due account balance: \$452.44
Your settlement offer: \$158.34

Dear Jennifer R Krueger,

The above referenced account has been placed with Northland Group, Inc. for collection. HSBC CARD SERVICES INC is willing to reduce your balance by offering you a settlement. We are not obligated to renew this offer. Upon receipt and clearance of \$158.34, a letter will be sent confirming 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.

Thank you,

Northland Group, Inc.

Please be aware that if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c. If you have any questions regarding your personal taxes, it is recommended you consult with a certified public accountant or other tax professional.



Pay Online: www.payments2northland.com



Pay by Phone: Please call Northland Group, Inc. at 866-699-2649 ext 3728.
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 B



Northland Group Inc.



P.O. Box 390846
Minneapolis, MN 55439
Mail Code REZ3

866-699-2649 ext 3728
For General Business Hours, please visit us at:
www.payments2northland.com

February 14, 2017

Jennifer R Krueger
3009 W Wanda Ave
Apt 5304
Milwaukee, WI 53221



ACCOUNT INFORMATION

Original Creditor: HSBC CARD SERVICES INC
Current Creditor: Absolute Resolutions Corporation
Regarding: HSBC CARD SERVICES INC
Original Account #: *****2898

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

NORTHLAND REFERENCE NUMBER
[REDACTED]0144

CURRENT BALANCE DUE: \$452.44
Settlement Offer: \$158.34



IT'S A NEW YEAR WITH NEW OPPORTUNITIES!

In view of tax season, our client, HSBC CARD SERVICES INC, will allow you to settle your account for \$158.34 in 3 payments starting on 03/07/17. 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.

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.

Pay Online: www.payments2northland.com

Pay by Phone: Please call Northland Group, Inc. at 866-699-2649 ext 3728. We offer check by phone, Western Union, and debit card.

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

Please be aware that if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c. If you have any questions regarding your personal taxes, it is recommended you consult with a certified public accountant or other tax professional.

33-0214_7_33 3239

1 of 3

Northland Reference #: [REDACTED]0144
Client Code: RAZR
Original Account #: *****2898
Mail Payment to:
Northland Group, Inc.
P.O. Box 390846
Minneapolis, MN 55439
Or pay online at:
payments2northland.com
PAYMENT AMOUNT: \$52.78
Due Date: 03/07/17

2 of 3

Northland Reference #: [REDACTED]0144
Client Code: RAZR
Original Account #: *****2898
Mail Payment to:
Northland Group, Inc.
P.O. Box 390846
Minneapolis, MN 55439
Or pay online at:
payments2northland.com
PAYMENT AMOUNT: \$52.78
Due Date: 30 days from 1st payment

3 of 3

Northland Reference #: [REDACTED]0144
Client Code: RAZR
Original Account #: *****2898
Mail Payment to:
Northland Group, Inc.
P.O. Box 390846
Minneapolis, MN 55439
Or pay online at:
payments2northland.com
PAYMENT AMOUNT: \$52.78
Due Date: 30 days from 2nd payment

Exhibit C



Northland Group Inc.



P.O. Box 390846
Minneapolis, MN 55439
Mail Code REZ3

866-699-2649 ext 3728
For General Business Hours, please visit us at:
www.payments2northland.com
March 16, 2017

ACCOUNT INFORMATION

Original Creditor: **HSBC CARD SERVICES INC**
Current Creditor: **Absolute Resolutions Corporation**
Regarding: **HSBC CARD SERVICES INC**
Original Account #: *****2898
Current Balance Due: **\$452.44**

Jennifer R Krueger
3009 W Wanda Ave
Apt 5304
Milwaukee, WI 53221

NORTHLAND REFERENCE NUMBER

██████████0144



IT'S A NEW YEAR WITH NEW OPPORTUNITIES!

In view of tax season and in order to assist you in clearing this debt, we are offering options.

Option I: HSBC CARD SERVICES INC will allow you to settle your account for \$158.34 in 3 payments starting on 04/06/17. 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 three payments of \$52.78, a letter will be sent confirming the above referenced account has been resolved.

Option II: HSBC CARD SERVICES INC will allow you to settle your account for \$180.96 in 6 payments starting on 04/06/17. 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 6 payments of \$30.16, a letter will be sent confirming the above referenced account has been resolved.

Please contact the representative below at 866-699-2649 ext 3728 if you have any questions. These are not your only options.

Please be aware that if the amount of principal debt forgiven as a result of settlement is equal to or greater than \$600.00, Razor Capital may be required by Internal Revenue Code Section 6050P to issue a form 1099c. If you have any questions regarding your personal taxes, it is recommended you consult with a certified public accountant or other tax professional.



Pay Online: www.payments2northland.com



Pay by Phone: Please call Northland Group, Inc. at 866-699-2649 ext 3728.
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.

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

Jennifer Torres

(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., et al.

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

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

SIGNATURE OF ATTORNEY OF RECORD

December 13, 2017

s/ John D. Blythin

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING JEP _____ 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

JENNIFER TORRES,

Plaintiff(s)

v.

NORHLAND GROUP INC., et al.

Defendant(s)

Civil Action No. 17-cv-1737

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)
NORHLAND GROUP INC.
c/o C T Corporation System
301 S. Bedford St. Suite 1
Madison, Wisconsin 53703

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.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JENNIFER TORRES,

Plaintiff(s)

v.

NORTHLAND GROUP INC., et al.

Defendant(s)

Civil Action No. 17-cv-1737

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ABSOLUTE RESOLUTIONS CORPORATION
c/o Corporation Service Company
8040 Excelsior Drive Ste 400
Madison, Wisconsin 53717

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.:

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

JENNIFER TORRES,

Plaintiff(s)

v.

NORTHLAND GROUP INC., et al.

Defendant(s)

Civil Action No. 17-cv-1737

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) ABSOLUTE RESOLUTIONS V LLC
c/o Corporation Service Company
8040 Excelsior Drive Ste 400
Madison, Wisconsin 53717

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: [Debt Collectors Facing Multi-Count FDCPA Lawsuit in Wisconsin](#)
