

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

ALFRED KNOX, Individually and on Behalf of All Others Similarly Situated,)	Case No.: 20-cv-1403
	}	CLASS ACTION COMPLAINT
Plaintiff,	}	
v.	}	
	}	Jury Trial Demanded
CAPITAL ONE BANK (USA), N.A.,	}	
Defendant.	}	
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INTRODUCTION

1. This class action seeks redress for conduct that violates the Fair Credit Reporting Act, 15 U.S.C. § 1681*et seq.* (the “FCRA”), the Wisconsin statutory Right of Privacy, Wis. Stat. § 995.50, and the common law.

JURISDICTION

2. The court has jurisdiction to grant the relief sought by the Plaintiff pursuant to 15 U.S.C. § 1681n and 1681o, and 28 U.S.C. §§ 1331, 1337, and 1367. Venue in this District is proper in that Defendant directed its solicitation efforts into the District.

PARTIES

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

4. Plaintiff is a “consumer” as defined in the FCRA, 15 U.S.C. § 1681a(c), in that he is an individual natural person.

5. Defendant Capital One Bank (USA), N.A. (“Capital One”) is a federally chartered bank. Capital One is a primary subsidiary of Capital One Financial Corporation, a financial

holding company which has a principal place of business in McLean, Virginia. Capital One transacts business throughout the United States, including within this District.

6. Capital One offers revolving open-end credit card accounts to consumers nationally. In recent years, Capital One has opened thousands of consumer credit card accounts.

7. Capital One is a “person” as defined in the FCRA, 15 U.S.C. § 1681a(b), in that Capital One is a corporation or other entity that obtained credit information under false pretenses.

FACTS

8. On or about January 1, 2009, Plaintiff’s spouse, Gloria Knox, died.

9. Ms. Knox was alternatively known as either “Gloria Myles Knox” and as “Gloria J. Knox.”

10. While Plaintiff was grieving the loss of Ms. Knox, Capital One mailed to Plaintiff’s address numerous credit card solicitations.

11. Many, or all, of these solicitations were mailed on envelopes stating that they were “Pre-Qualified” offers.

12. Many, or all, of these solicitations were in fact “firm” offers of credit in that they would have been honored if Ms. Knox was determined, based on information in a consumer report on Ms. Knox, to meet the specific criteria used to select Ms. Knox for the offer.

13. Upon information and belief, many, or all, of these solicitations were made after Capital One obtained Ms. Knox’s credit information from one or more consumer reporting agencies in connection with these firm offers of credit.

14. Upon information and belief, many, or all, of these solicitations were made after Capital One obtained Plaintiff’s own credit information from one or more consumer reporting agencies in connection with these firm offers of credit made to Ms. Knox.

15. Plaintiff, grieving the loss of Ms. Knox, was distressed and distraught to receive these offers of credit in mail addressed to Ms. Knox.

16. Plaintiff received these solicitations addressed to Ms. Knox for several years.

17. Although Plaintiff usually discarded these solicitations, he kept them on some occasions.

18. These solicitations provided a telephone number for the “National Consumer Opt-Out Hotline.”

19. The purpose of the “National Consumer Opt-Out Hotline” is to allow the consumer to trigger their rights to elect to have the consumer’s name and address excluded from any list provided by a consumer reporting agency in connection with a credit or insurance transaction that is not initiated by the consumer and stop receiving firm offers of credit or insurance that are not initiated by the consumer. *See*, 15 U.S.C. §§ 1681b(e); 1681m(d)(2).

20. Non-party Equifax, Inc. (“Equifax”) is a foreign business corporation with its principal place of business located at 1550 Peachtree Street NE Atlanta, Georgia 30309.

21. Non-party Experian Information Solutions, Inc. (“Experian”) is a foreign business corporation with its principal place of business located at 475 Anton Blvd, Costa Mesa, California 92626.

22. Non-party Trans Union, LLC (“TransUnion”) is a foreign limited liability company with its principal place of business located at 555 West Adams, Chicago, Illinois 60661.

23. Each of Equifax, Experian, and TransUnion is a “consumer reporting agency” under 15 U.S.C. § 1681a(f) in that, each, by means of interstate commerce and for monetary fees, regularly engages in the practices of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties.

24. Together, Equifax, Experian, and TransUnion (together, “The Three CRAs”) are the three major, nationwide credit-reporting companies that track and rate financial history of U.S. consumers. The Three CRAs are supplied with data about loans, loan payments, and credit cards, as well as information on everything from child support payments, credit limits, missed rent and utilities payments, addresses, and employer history. All this information and more is considered in calculating the consumer’s “credit score.”

25. With respect to The Three CRAs, there is only one opt-out hotline, which The Three CRAs jointly established, maintain, and administer. 15 U.S.C. § 1681b(e)(6).

26. In 2017, Plaintiff Knox called the national consumer Opt-Out hotline and requested that solicitations for Gloria Knox be stopped because she was deceased. <http://www.optoutprescreen.com/faq> (“You may only submit an Opt-In or Opt-Out request for yourself and/or for third parties for whom you are the legal parent, guardian, executor, administrator, etc.”).

27. Despite this request, solicitations from Capital One continued to be sent to Gloria Knox and received by Plaintiff Knox.

28. Upon information and belief, notwithstanding that Plaintiff Knox called the national consumer Opt-Out hotline to request that solicitations for Gloria Knox be stopped, each of The Three CRAs failed to process Plaintiff Knox’s request to exclude Gloria Knox’s name and address from lists provided by The Three CRAs in connection with firm offers of credit.

29. Upon information and belief, the credit reports that The Three CRAs provided to Capital One stated that Gloria Knox was deceased.

30. Sometime in or about March 2018, after receiving what he estimated to be hundreds of these solicitations purporting to offer credit to his deceased spouse, Plaintiff contacted Capital

One by telephone to advise Capital One that Ms. Knox had passed away and ask that Capital One cease and desist mailing these offers of credit because they were causing him additional grief. The agent for Capital One apologized and promised that the solicitations would stop.

31. Notwithstanding Plaintiff's plea, Capital One continued to mail solicitations addressed to Ms. Knox at Plaintiff's home.

32. During the summer of 2018, Capital One initiated 2 telephone calls to the Plaintiff. During each call, Plaintiff Knox again advised Capital One that Ms. Knox had passed away, pleading with Capital One to stop sending these solicitations. Each time, the telephone representative stated that Capital One would stop the solicitations.

33. Despite all of these assurances from Capital One, Plaintiff Knox received advertising from Capital One addressed to his deceased spouse, as often as four times per week, and sometimes receiving more than one letter on the same day.

34. At this point, Plaintiff stopped discarding these solicitations after calling Capital One, and instead retained the solicitations addressed to Ms. Knox.

35. Exhibits A and B are examples of the solicitations mailed by Capital One addressed to "Gloria J. Knox" (Exhibit A) or "Knox G. Myles" (Exhibit B) and received by Plaintiff at his home, and retained by him. Knox received numerous, different forms of solicitations addressed to his deceased wife.

36. Plaintiff sometimes recorded the dates that the solicitations were received at his address.

37. On or about September 19, 2018, Plaintiff received a solicitation to "Knox G. Myles" at Plaintiff's home address.

38. On or about September 19, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

39. On or about October 10, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

40. On or about October 11, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

41. On or about October 16, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

42. On or about October 17, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

43. On or about October 24, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

44. On or about October 29, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

45. On or about October 30, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

46. On or about November 1, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

47. On or about November 7, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

48. On or about November 16, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

49. On or about November 16, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

50. On or about November 21, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

51. On or about November 27, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

52. On or about December 3, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

53. On or about December 3, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

54. On or about December 9, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

55. On or about December 9, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

56. On or about December 20, 2018, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

57. On or about December 20, 2018, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

58. On or about January 10, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

59. On or about January 14, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

60. On or about January 29, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

61. On or about February 6, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

62. On or about February 6, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

63. On or about March 12, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

64. On or about March 18, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

65. On or about March 27, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

66. On or about April 9, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

67. On or about April 10, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

68. On or about April 16, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

69. On or about April 16, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

70. On or about April 25, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

71. On or about April 26, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

72. On or about May 1, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

73. On or about May 10, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

74. On or about May 14, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

75. On or about May 15, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

76. On or about May 16, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

77. On or about May 20, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

78. On or about May 20, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

79. On or about May 29, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

80. On or about June 5, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

81. On or about June 5, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

82. On or about June 11, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

83. On or about June 11, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

84. On or about June 18, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

85. On or about June 18, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

86. On or about June 24, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

87. On or about July 9, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

88. On or about July 10, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

89. On or about July 16, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

90. On or about July 17, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

91. On or about July 23, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

92. On or about July 23, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

93. On or about August 13, 2019, Plaintiff received a solicitation to “Gloria J. Knox” at Plaintiff’s home address.

94. On or about August 20, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

95. On or about September 4, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

96. On or about September 11, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

97. On or about September 15, 2019, Plaintiff received a solicitation to “Knox G. Myles” at Plaintiff’s home address.

98. Plaintiff received dozens more solicitations from Capital One, addressed to “Gloria J. Knox” or “Knox G. Myles” over the last two years, which he did not record the dates of receipt, but which he retained.

99. In all, Plaintiff advised Capital One on at least three separate occasions that Ms. Knox was no longer living and the continued solicitations were causing Plaintiff unnecessary and undue grief, anxiety, and distress.

100. Further, Plaintiff had previously contacted the national consumer Opt-Out hotline and requested that solicitations for Gloria Knox be stopped.

101. The constant barrage of advertising materials sent to Plaintiff Knox reminded him of the loss of his wife, and left him sad and depressed. Moreover, his inability to get the marketing to stop left him feeling less than human.

102. Capital One acted with blatant, intentional, and willful disregard of Plaintiff's right of privacy, and continued to mail these solicitations, addressing them to Ms. Knox to Plaintiff's home address.

103. Capital One acted with blatant, intentional, and willful disregard in obtaining Ms. Knox's credit information from consumer reporting agencies under the false pretenses that Capital One was making legitimate firm offers of credit, when Capital One had actual or constructive knowledge that these offers were a sham because Ms. Knox predeceased them.

104. Capital One intentionally inflicted emotional distress on Plaintiff by continuing to mail solicitations addressed to Ms. Knox at Plaintiff's home address even though Capital One had actual or constructive knowledge that these solicitations served no business purpose, exacerbated Plaintiff's grief, and caused Plaintiff to experience distress and anguish.

105. Capital One acted maliciously toward Plaintiff, and with intentional disregard of Plaintiff's rights.

The FCRA

106. The FCRA creates substantive rights for consumers and persons with special relationships to those consumers; consumer reporting violations cause injury to consumers, and such injuries are concrete and particularized when they result in the unauthorized sharing of consumers' private credit information. *See, e.g., Remijas v. Neiman Marcus Group, LLC*, 794 F.3d 688, 692 (7th Cir. 2015).

107. Moreover, Congress has explicitly described the FCRA as responding to "a need to insure that consumer reporting agencies exercise their grave responsibilities with fairness, impartiality, and a respect for the consumer's right to privacy." 15 U.S.C. §1681(a)(4). For this

reason, and to encourage consumers to bring FDCPA actions, Congress authorized statutory damages awards for negligent and intentional violations. 15 U.S.C. §§ 1681n, 1681o.

108. 15 U.S.C. § 1681b(c) governs the furnishing of credit reports in connection with credit or insurance transactions that are not initiated by the consumer, and prohibits the furnishing of these reports unless the consumer authorizes the consumer reporting agency to provide such a report or “the transaction consists of a firm offer of credit or insurance.”

109. 15 U.S.C. § 1681b(e) governs the consumer’s right to have the consumer’s name and address excluded from any list provided by a consumer reporting agency in connection with a credit or insurance transaction that is not initiated by the consumer by notifying the agency. When a consumer asserts this right by using the opt-out hotline, consumer reporting agencies are required to exclude the consumer’s name and address from its lists no more than five (5) business days after the date on which the consumer notifies the agency.

110. 15 U.S.C. § 1681q prohibits “knowingly and willfully obtain[ing] information on a consumer from a consumer reporting agency under false pretenses.”

The Wisconsin Right of Privacy

111. The right of privacy is recognized in Wisconsin and Wisconsin law recognizes a cause of action of individuals whose privacy is unreasonably invaded. Wis. Stat. § 995.50(1).

112. Intrusion upon the privacy of another of a nature highly offensive to a reasonable person, in a place that a reasonable person would consider private or in a manner which is actionable for trespass is an invasion of privacy. Wis. Stat. § 995.50(2)(a).

113. The Wisconsin Court of Appeals has held that unwanted solicitations are highly offensive and may rise to the level of actionable trespass. *Sawyer v. West Bend Mut. Ins. Co.*, 2012 WI App 92, ¶ 22.

114. Even assuming that not every piece of junk mail is actionable under Wis. Stat. § 995.50(2)(a), *see, Baemmert v. Credit One Bank, N.A.*, No. 16-cv-540-jdp, 2017 U.S. Dist. LEXIS 176191, at *5 (W.D. Wis. Oct. 24, 2017) (citing *Sawyer*, 2012 WI App 92, ¶ 35 (J. Fine, dissenting)), repeated and persistent unwanted solicitations, which serve no legitimate business purpose and for which the recipient has expressly requested cessation and peace, are actionable unwanted trespasses.

Infliction of Emotional Distress

115. Wisconsin law recognizes the common law torts of Intentional and Negligent Infliction of Emotional Distress.

116. “One who by extreme and outrageous conduct intentionally causes severe emotional distress to another is subject to liability for such emotional distress and the bodily harm resulting from it.” *Alsteen v. Gehl*, 124 N.W.2d 312, 317 (Wis. 1963).

117. Interpreting Wisconsin law, the Seventh Circuit recently observed that a defendant’s conduct is actionable for intentional infliction of emotional distress when it is “so extreme and outrageous that ‘an average member of the community’ would find her behavior ‘a complete denial of [the plaintiff’s] dignity as a person.’” *Howard v. Koeller*, 2018 U.S. App. LEXIS 34640, at *11 (7th Cir. 2018) (quoting *Nelson v. Monroe Reg’l Med. Ctr.*, 925 F.2d 1555, 1559-60 (7th Cir. 1991)).

118. Wisconsin courts also “recognize a claim for negligent infliction of emotional distress where the claimant is directly involved in the tortious activity.” *Pierce v. Physicians Ins. Co. of Wis., Inc.*, 2005 WI 14, ¶ 17.

119. “A plaintiff claiming negligent infliction of emotional distress, *regardless of the fact situation in which the claim arises*, must prove the following elements: (1) that the defendant’s

conduct fell below the applicable standard of care, (2) that the plaintiff suffered an injury, and (3) that the defendant's conduct was a cause-in-fact of the plaintiff's injury." *Camp v. Anderson*, 2006 WI App 170, ¶ 16.

120. A defendant is liable for negligent infliction of emotional distress if the plaintiff shows "negligent conduct, causation, and severe emotional distress."

COUNT I – FCRA

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

122. Capital One purported to make hundreds of "firm offers of credit" to Ms. Knox notwithstanding Defendant's knowledge that Ms. Knox had predeceased these offers.

123. Upon information and belief, Capital One obtained Ms. Knox's credit information in connection with these purportedly firm offers of credit even though Capital One had knowledge that Ms. Knox had predeceased these offers.

124. Upon information and belief, Capital One obtained Plaintiff's credit information in connection with these purportedly firm offers of credit to Ms. Knox even though Defendant had knowledge that Ms. Knox had predeceased these offers.

125. Defendant obtained Plaintiff's and Ms. Knox's credit information under false pretenses, namely the pretextual purpose of making a firm offer of credit to a predeceased offeree.

126. Defendant violated 15 U.S.C. §§ 1681b(c) and 1681q.

COUNT II – Wisconsin Right of Privacy

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

128. Defendant's repeated, unsolicited advertisements addressed to Ms. Knox at Plaintiff's home address in spite of Defendant's knowledge that Ms. Knox predeceased these offers were highly offensive trespasses to Plaintiff in Plaintiff's home.

129. Plaintiff advised Defendant that these unsolicited advertisements were unwanted and highly offensive, and specifically requested that Defendant cease these unwanted and unsolicited advertisements.

130. Notwithstanding Plaintiff's specific requests that Defendant cease these highly offensive advertisements, Defendant has continued to mail unsolicited and unwanted firm offers of credit addressed to Ms. Knox at Plaintiff's home.

131. Defendant's highly offensive and unwanted solicitations have caused Plaintiff severe emotional distress, and this emotional distress has manifested itself physically.

132. Defendant violated Wis. Stat. § 995.50(2)(a).

COUNT III – Intentional Infliction of Emotional Distress

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

134. Defendant's repeated, unsolicited advertisements addressed to Ms. Knox at Plaintiff's home address in spite of Defendant's knowledge that Ms. Knox predeceased these offers were highly offensive trespasses to Plaintiff in Plaintiff's home.

135. Plaintiff advised Defendant that these unsolicited advertisements were unwanted and highly offensive, and specifically requested that Defendant cease these unwanted and unsolicited advertisements.

136. Notwithstanding Plaintiff's specific requests that Defendant cease these highly offensive advertisements, Defendant has continued to mail unsolicited and unwanted firm offers of credit addressed to Ms. Knox at Plaintiff's home.

137. Defendant's highly offensive and unwanted solicitations have caused Plaintiff severe emotional distress, and this emotional distress has manifested itself physically.

138. Defendant is liable to Plaintiff for intentional infliction of emotional distress.

CLASS ALLEGATIONS

139. Plaintiff brings this action on behalf of a Class seeking prospective equitable relief.

140. The Class consists of (a) all natural persons in the United States of America, (b) who contacted the national "Opt Out" hotline, (c) to request that Capital One cease mailing prescreened offers of credit and insurance to them or to third-party persons on whose behalf they are authorized to act, including but not limited to persons for whom they are the legal parent, guardian, executor, administrator, and (d) to whom Capital One continued to send prescreened offers of credit and insurance to the person's address, (e) which prescreened offers were mailed between September 9, 2018 and September 9, 2020.

141. The Class is so numerous that joinder is impracticable. Upon information and belief, there are more than 50 members of the Class.

142. 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 the person contacts the national Opt Out hotline, and the duties that "opting out" puts on Defendants.

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

144. 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.

145. A class action is necessary because Defendant has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole.

JURY DEMAND

146. 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: September 9, 2020

ADEMI & O'REILLY, LLP

By: /s/ John D. Blythin
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EXHIBIT A



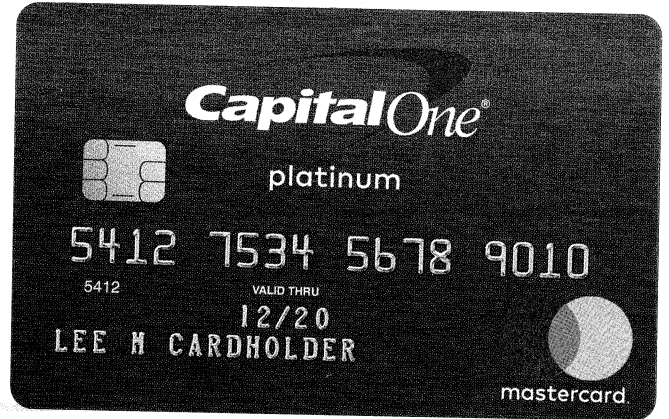
No annual fee

Our lowest intro rate

A pre-qualified offer for:

0016095 005 005
Gloria J. Knox
535 E. Ryan Rd.
Oak Creek, WI 53154-4537

563



Gloria J. Knox,

The Capital One® Platinum Mastercard® is designed for people who are taking the right steps to move their credit in a positive direction. That's why you're eligible for this card offer. Once approved, enjoy:

- **No annual fee**
- **0% intro APR** on purchases until April 2020, 25.24% variable APR after that
- **Access to a higher credit line** after making your first 5 monthly payments on time
- **\$0 Fraud Liability** if your card is ever lost or stolen
- **Flexible payment date** options, so you can choose a convenient due date that works for you

Plus, know your score and more with **CreditWise® from Capital One**—an easy credit-monitoring tool that's FREE for everyone, whether or not you have a Capital One credit card.

Sincerely,

Michael Robertson, Director of Consumer Services

**P.S. You're pre-qualified for this offer, Gloria.
Apply before it expires on July 31, 2019.**

Apply today:



Visit getmyoffer.capitalone.com for a response in seconds.

YOUR APPLICATION CODES: Reservation #: [REDACTED] 3095 Access Code: [REDACTED] 9410

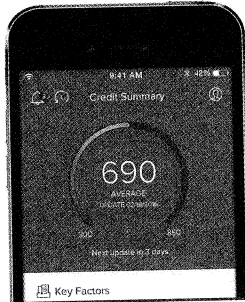
Please see the enclosed Account Terms for eligibility, rate, fee and other cost information.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll free 1-888-5-OPT-OUT. See **PRESCREEN & OPT-OUT NOTICE** in enclosed Account Terms for more information about prescreened offers.

Gloria—respond by **JULY 31, 2019** to enjoy:
No annual fee & our lowest intro rate



Understand what makes up your score with CreditWise® from Capital One®:



- Monitor your credit score and track your progress
- Use the Credit Simulator to see how everyday decisions affect your credit score
- Get the tool—it's FREE for everyone, whether or not you have a Capital One® credit card

Sample credit score shown

Our online application is FAST & EASY!

Apply anytime, from anywhere

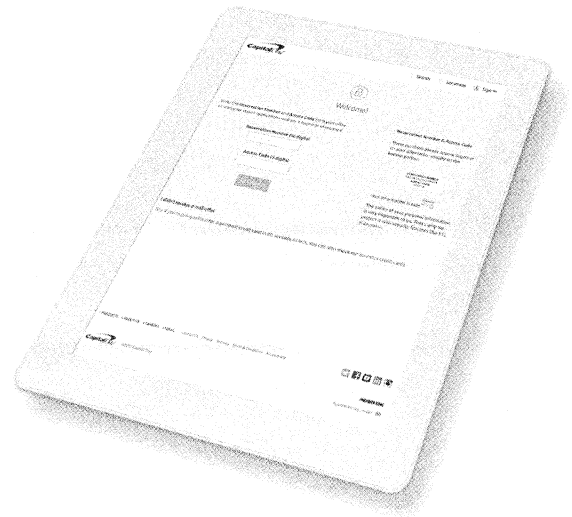
You can use your computer, smartphone or tablet.

Finish in no time

Complete your application in just a few minutes.

Submit with confidence

Use our secure website.



Plus, get an EXPRESS RESPONSE:

Apply online for a response in seconds.



Visit getmyoffer.capitalone.com

YOUR APPLICATION CODES: Reservation #: [REDACTED] 3095 Access Code: [REDACTED] 9410

Frequently Asked Questions

What is a pre-qualified credit card offer?

A pre-qualified credit card offer is only sent to a well-qualified group of people. Being pre-qualified means you meet our initial criteria, and your application is likely to be approved for this Platinum Mastercard® card offer. In fact, 3 out of 4 applicants who meet our initial application and income requirements end up getting approved for this card. You will need to submit an application to determine if all eligibility criteria are met.

This offer says I'm pre-qualified. Can I still be declined if I apply?

Yes, it is possible. The fact that you're pre-qualified simply means you've met the initial criteria for this credit card offer. Here are some reasons you could be declined after applying for this card:

- You've applied for another Capital One® card 2 or more times in the last 30 days
- You didn't list a physical address on your application (P.O. Boxes cannot be used)
- You didn't complete all application questions, including providing your Social Security number
- Some of your information from the credit bureau may be missing or unavailable, or your score has changed
- Your credit obligations (such as those reported on your credit bureau report) are too high compared to your income

For more eligibility details and income requirements, please refer to the Account Terms.

Where does my CreditWise® score come from?

Your CreditWise score is calculated using the TransUnion® VantageScore® 3.0 model, which is one of many scoring models used by lenders. It likely won't be the same model your lender uses, but it is an accurate measure of your credit health. The availability of the CreditWise tool depends on our ability to obtain your credit history from TransUnion. Alerts are based on changes to your TransUnion and Experian® credit reports and information we find on the dark web. The tool is not guaranteed to detect all identity theft.

How do I apply if I don't have internet access?

You can call us at 1-866-927-5831 to apply for this offer.

Get an Express Response

Apply online for a response in seconds.



Visit getmyoffer.capitalone.com



Exhibit B

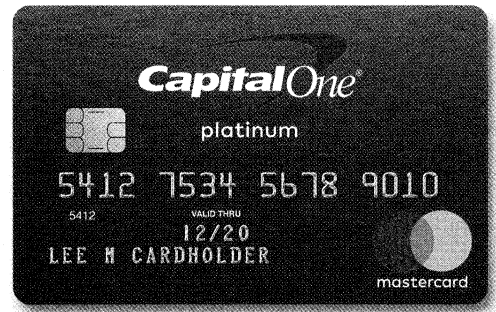


Don't wait—
you're pre-qualified
for this offer

Please apply by: 10/02/19

0030095 002 002
Knox G. Myles
535 E. Ryan Rd.
Oak Creek, WI 53154-4537

5646



Knox:

We recently reviewed your credit information and designed an offer that we believe is the right one for you...right now. Once approved, using this Capital One® Platinum Mastercard® responsibly can help you build your credit. So, take the next step—apply for this offer today.

ENJOY:

- No annual fee
- 0% intro APR on purchases until June 2020, and a 25.24% variable APR after that

GET:

- Access to a higher credit line after making your first 5 monthly payments on time
- The ability to pick a payment due date that works best for you

COVERAGE:

- \$0 Fraud Liability if your card is ever lost or stolen
- Mastercard Benefits, like auto rental collision damage waiver and extended warranty coverage

Plus, you can stay on top of your credit score and more with **CreditWise® from Capital One**—free for everyone, even if you don't have a Capital One credit card. Remember to apply by 10/02/19.

Express response

Apply online for a response in seconds. _____

Visit

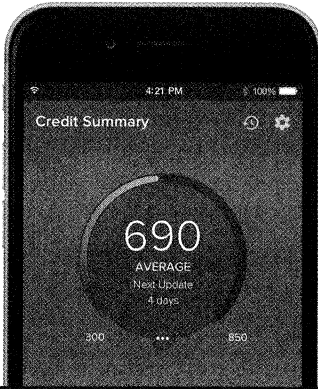
getmyoffer.capitalone.com

Your application codes

Reservation #: [REDACTED] 4155 Access Code: [REDACTED] 3317

Please see the enclosed Account Terms for eligibility, rate, fee and other cost information.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll free 1-888-5-OPT-OUT. See **PRESCREEN & OPT-OUT NOTICE** in enclosed Account Terms for more information about prescreened offers.



KNOW YOUR SCORE AND MORE

GET CREDITWISE® FROM CAPITAL ONE® TO HELP YOU.

- Monitor your credit score and track your progress
- CreditWise is FREE for everyone, even if you don't have a Capital One credit card
- Receive automatic alerts if your TransUnion® or Experian® credit report changes

Sample credit score shown.

Applying Online Is Quick and Easy

1 Visit getmyoffer.capitalone.com

You can apply anytime, from anywhere, using your computer, tablet or smartphone.

2 Enter your Reservation & Access Codes

Completing your online application takes only a few minutes.

3 Click the submit button

Once you've submitted your application, you'll get a response in seconds.

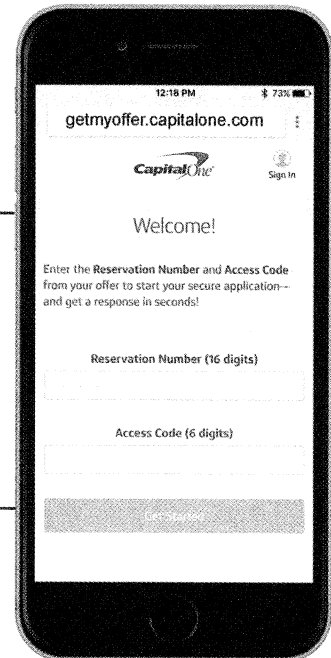
Take advantage of your exclusive offer today.

Apply By: 10/02/2019

Reservation Number: [REDACTED] 4155

Access Code: [REDACTED] 3317

Visit
getmyoffer.capitalone.com



Based on our review of your credit information, to be eligible for this offer your monthly disclosed income must exceed your monthly housing payment by at least \$425 (and you must meet our ability to repay standards).

FREQUENTLY ASKED QUESTIONS

What is a pre-qualified credit card offer?

A pre-qualified credit card offer is only sent to a well-qualified group of people. Being pre-qualified means you've met our initial criteria, and you are likely to be approved for this Platinum Mastercard® card offer. In fact, 3 out of 4 applicants who meet our initial application and income requirements end up getting approved for this card. You will need to submit an application to determine if all eligibility criteria are met.

This offer says I'm pre-qualified. Can I still be declined if I apply?

Yes, it is possible. The fact that you're pre-qualified simply means you've met the initial criteria for this credit card offer. Here are some reasons you could be declined after applying for this card:

- You've applied for another Capital One® card 2 or more times in the last 30 days
- You didn't list a physical address on your application (P.O. Boxes cannot be used)
- You didn't complete all application questions, including providing your Social Security number
- Some of your information from the credit bureau may be missing or unavailable, or your score has changed
- Your credit obligations (such as those reported on your credit bureau report) are too high compared to your income
- Your monthly income (your disclosed total annual income divided by 12) doesn't exceed your monthly rent/mortgage payment by the amount disclosed on the front of the second page of this offer letter. Or, Capital One otherwise determines that you are unable to make your monthly payments

For more eligibility details and income requirements, please refer to the Account Terms.

Where does my CreditWise® score come from?

Your CreditWise score is calculated using the TransUnion® VantageScore® 3.0 model, which is one of many scoring models used by lenders. It likely won't be the same model your lender uses, but it is an accurate measure of your credit health. The availability of the CreditWise tool depends on our ability to obtain your credit history from TransUnion. Alerts are based on changes to your TransUnion and Experian® credit reports and information we find on the dark web. The tool is not guaranteed to detect all identity theft.

How do I apply if I don't have internet access?

You can call us at 1-866-927-5831 to apply for this offer.

Apply Online Today for an Express Response!



VISIT getmyoffer.capitalone.com



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

Alfred Knox

(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

Capital One Bank (USA), N.A.

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	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 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	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 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	SOCIAL SECURITY	<input checked="" type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 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	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability		<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	IMMIGRATION		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<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			

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 Credit Reporting Act and state law

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

September 8, 2020

SIGNATURE OF ATTORNEY OF RECORD

s/ John D. Blythin

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

Alfred Knox

Plaintiff(s)

v.

Capital One Bank (USA), N.A.

Defendant(s)

Civil Action No. 20-cv-1403

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Capital One Bank (USA), N.A.
1680 Capital One Drive
McLean, VA 22102

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.

GINA M. COLLETTI, 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: [Wisc. Man Sues Capital One Over 'Constant Barrage' of Credit Offers Addressed to Deceased Wife](#)
