

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
CASE NO. 07-80031-CIV-MIDDLEBROOKS/JOHNSON

MICHAEL L. YOUNG,

Plaintiff,

v.

REED ELSEVIER INC., et al.,

Defendants.

**ANSWER OF DEFENDANTS REED ELSEVIER INC. AND SEISINT, INC.
TO THE PLAINTIFF'S AMENDED COMPLAINT AND REQUEST FOR JURY TRIAL**

1. Defendant Reed Elsevier Inc. ("Reed") and Defendant Seisint, Inc. ("Seisint") admit that the Amended Complaint and Request for Jury Trial of Michael L. Young ("Amended Complaint") purports to bring an action for damages in excess of \$15,000, exclusive of interest, costs and attorney's fees and for injunctive relief. Reed and Seisint deny the remaining allegations in paragraph 1 of the Amended Complaint.

2. Reed and Seisint deny the allegations in paragraph 2 of the Amended Complaint.

3-4. Reed and Seisint deny the allegations in paragraphs 3 and 4 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

5. Reed and Seisint admit that Reed is a foreign corporation and authorized to do business in Florida. Reed and Seisint deny the remaining allegations in paragraph 5 of the Amended Complaint.

6. Reed and Seisint admit that Seisint is a Florida corporation. Reed and Seisint deny the remaining allegations in paragraph 6 of the Amended Complaint.

7. Reed and Seisint admit that Seisint is a subsidiary of Reed. Reed and Seisint deny the remaining allegations in paragraph 7 of the Amended Complaint.

8. Reed and Seisint admit that as of the filing of the Amended Complaint LexisNexis was registered in Florida as a fictitious name by Reed. Reed and Seisint deny the remaining allegations in paragraph 8 of the Amended Complaint.

9. Reed and Seisint admit that as of the filing of the Amended Complaint Accurint was registered in Florida as a fictitious name by Seisint. Reed and Seisint deny the remaining allegations in paragraph 9 of the Amended Complaint.

10. Reed and Seisint admit that the marketing web page located at <http://www.accurint.com> states: "LexisNexis is an industry leader in the responsible use of data and protection of individual privacy. Accurint, using public records and non-public information, provides invaluable fraud detection and identity solutions for the public and private sectors. Accurint helps safeguard citizens and reduces financial losses." Reed and Seisint deny the remaining allegations in paragraph 10 of the Amended Complaint.

11. Paragraph 11 of the Amended Complaint does not contain an allegation to which Reed or Seisint can admit or deny. To the extent that paragraph 11 purports to include factual allegations, Reed and Seisint deny the allegations in paragraph 11 of the Amended Complaint.

12-18. Reed and Seisint deny the allegations in paragraphs 12 through 18 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

19. Reed and Seisint deny the allegations in paragraph 19 of the Amended Complaint.

COUNT I - ALLEGED LIBEL BY ACCURINT

Reed and Seisint incorporate the admissions and denials to the allegations contained in paragraphs 1 through 11, paragraph 15 and paragraph 19 of the Amended Complaint, as if fully set forth here.

20. Reed and Seisint admit that Accurint uses public records and non-public information to provide fraud detection and identity solutions. Reed and Seisint deny the remaining allegations in paragraph 20 of the Amended Complaint.

21. Reed and Seisint deny the allegations in paragraph 21 of the Amended Complaint.

22. Reed and Seisint deny the allegations in paragraph 22 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

23. Reed and Seisint deny the allegations in paragraph 23 of the Amended Complaint.

24. Reed and Seisint admit that "Accurint purchases and resells data collected by outside companies, which cover public records and commercially available data sources, in full compliance with all applicable federal and state privacy laws. [Accurint does] not examine or verify [its] data, nor is it possible for [Accurint's] computers to correct or change data that is incorrect -- Accurint can only provide the data that was provided to [it]." Reed and Seisint deny the remaining allegations in paragraph 24 of the Amended Complaint.

25. Reed and Seisint deny the allegation that Plaintiff has never filed bankruptcy in paragraph 25 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted. Reed and Seisint deny the remaining allegations of paragraph 25 of the Amended Complaint.

26-27. Reed and Seisint deny the allegations in paragraphs 26 through 27 of the Amended Complaint.

28. Reed and Seisint admit that composite Exhibit A to the Amended Complaint includes copies of correspondence from Michael L. Young to LexisNexis, dated May 15, 2006; and correspondence from Michael L. Young to LexisNexis, dated June 18, 2006. Reed and Seisint further admit that composite Exhibit B to the Amended Complaint includes copies of correspondence from LexisNexis Consumer Inquiry Department to Michael Young, 11 Wyndham Lane, Palm Beach, Florida 33418, dated May 9, 2006, and correspondence from Consumer Inquiry Department to Michael L. Young, dated July 11, 2006; and that Exhibit C to the Amended Complaint includes a copy of correspondence from Consumer Inquiry Department

to Michael L. Young, dated November 30, 2006. Reed and Seisint deny the remaining allegations of paragraph 28 of the Amended Complaint.

29. Paragraph 29 of the Amended Complaint does not contain an allegation to which Reed or Seisint can admit or deny. To the extent that paragraph 29 purports to include factual allegations, Reed and Seisint deny the allegations in paragraph 29 of the Amended Complaint.

30. Reed and Seisint deny the allegations in paragraph 30 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

31. Reed and Seisint deny the allegations in paragraph 31 of the Amended Complaint.

**COUNT II - ALLEGED VIOLATIONS OF UNFAIR AND
DECEPTIVE TRADE PRACTICES ACT**

Reed and Seisint incorporate the admissions and denials to the allegations contained in paragraphs 1 through 11, paragraph 15, paragraph 19, and paragraphs 20 through 31 of the Amended Complaint, as if fully set forth here.

32. Paragraph 32 of the Amended Complaint does not contain an allegation to which Reed or Seisint can admit or deny. To the extent that paragraph 32 purports to include factual allegations, Reed and Seisint deny the allegations in paragraph 32 of the Amended Complaint.

33-34. Reed and Seisint deny the allegations in paragraphs 33 through 34 of the Amended Complaint.

35. Reed and Seisint deny the allegations in paragraph 35 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

36. Reed and Seisint deny the allegations in paragraph 36 of the Amended Complaint.

**COUNT III - ALLEGED VIOLATION OF FAIR CREDIT REPORTING ACT BY
CITIBANK**

Reed and Seisint incorporate the admissions and denials to the allegations contained in paragraphs 1 through 17, and paragraph 19 of the Amended Complaint, as if fully set forth here.

37-48. Reed and Seisint deny the allegations in paragraphs 37 through 48 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

COUNT IV - TEMPORARY AND PERMANENT INJUNCTION AGAINST CITIBANK

Reed and Seisint incorporate the admissions and denials to the allegations contained in paragraphs 1 through 17, paragraph 19, and paragraphs 37 through 48 of the Amended Complaint, as if fully set forth here.

49-54. Reed and Seisint deny the allegations in paragraphs 49 through 54 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

**COUNT V - ALLEGED VIOLATION OF FAIR CREDIT REPORTING ACT AGAINST
TRANSUNION**

Reed and Seisint incorporate the admissions and denials to the allegations contained in paragraphs 1 through 19 of the Amended Complaint, as if fully set forth here.

55-68. Reed and Seisint deny the allegations in paragraphs 55 through 68 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

**COUNT VI - TEMPORARY AND PERMANENT INJUNCTION AGAINST
TRANSUNION**

Reed and Seisint incorporate the admissions and denials to the allegations contained in paragraphs 1 through 19, and 55 through 68 of the Amended Complaint, as if fully set forth here.

69-73 Reed and Seisint deny the allegations in paragraphs 69 through 73 of the Amended Complaint for lack of knowledge or information sufficient to form a belief as to the truth of the matters asserted.

Any allegation not specifically admitted is hereby denied.

ADDITIONAL DEFENSES

FIRST ADDITIONAL DEFENSE

The Amended Complaint fails to state a claim upon which relief can be granted.

SECOND ADDITIONAL DEFENSE

The Amended Complaint fails because the allegations are impermissibly vague under Federal Rule of Civil Procedure 8.

THIRD ADDITIONAL DEFENSE

Plaintiff's claims are barred by the doctrines of ripeness, mootness, or justiciability.

FOURTH ADDITIONAL DEFENSE

The Amended Complaint fails to join all indispensable parties as required by Federal Rule of Civil Procedure 19.

FIFTH ADDITIONAL DEFENSE

Plaintiff has failed to mitigate his damages, if any, in the manner and to the extent required by law.

SIXTH ADDITIONAL DEFENSE

Plaintiff's claim for punitive damages is unconstitutional because it violates constitutional protections under the United States Constitution. An award of punitive damages in this action would violate the due process rights of Reed and Seisint under: (1) the Fifth and Fourteenth Amendments to the United States Constitution; and (2) the cruel and unusual punishment clause of the Eighth Amendment to the United States Constitution. Punitive

damages are penal in nature and Reed and Seisint are being subjected to a claim for criminal penalty without the constitutional safeguards against double jeopardy, vagueness, lack of specific guidelines and standards, self-incrimination, proof beyond a reasonable doubt, equal protection, substantive due process, and procedural due process.

SEVENTH ADDITIONAL DEFENSE

Plaintiff's claims fail because Plaintiff cannot prove Reed or Seisint proximately caused Plaintiff's alleged injuries.

EIGHTH ADDITIONAL DEFENSE

Plaintiff's claims are barred, in whole or in part, by his own contributory negligence.

NINTH ADDITIONAL DEFENSE

If Plaintiff was injured and suffered damages as alleged, which is specifically denied, then the injuries and damages were caused, in whole or in part, by the acts or omissions of others, whether individual, corporate or otherwise, whether named or unnamed in the Amended Complaint, for whose conduct Reed and Seisint are not responsible.

TENTH ADDITIONAL DEFENSE

The Amended Complaint fails to allege facts sufficient to merit a recovery of actual or punitive damages, interest, or attorneys' fees and costs.

ELEVENTH ADDITIONAL DEFENSE

Reed and Seisint did not publish any statements regarding Plaintiff to any third party.

TWELFTH ADDITIONAL DEFENSE

Reed and Seisint prepared all reports, if any, regarding Plaintiff with reasonable care.

THIRTEENTH ADDITIONAL DEFENSE

Reed and Seisint have not engaged in any unfair methods of competition, unconscionable acts or practices, or unfair or deceptive acts or practices in the conduct of any trade or commerce relating to Plaintiff.

FOURTEENTH ADDITIONAL DEFENSE

Reed and Seisint are entitled to a set-off, should any damages be awarded against them, in the amount of any damages or settlement amounts recovered by Plaintiff with respect to the same alleged injuries. Reed and Seisint are also entitled to have any damages that may be awarded to Plaintiff reduced by the value of any benefit or payment to Plaintiff from any collateral source.

FIFTEENTH ADDITIONAL DEFENSE

Reed and Seisint are entitled to indemnification from any person or entity to the extent information provided by Reed and Seisint was used for a purpose prohibited by any agreement allowing access to such information.

SIXTEENTH ADDITIONAL DEFENSE

Plaintiff's claims fail because the Communications Decency Act of 1996, 47 U.S.C. § 230, et seq. immunizes Reed and Seisint from liability for information published by a third-party.

SEVENTEENTH ADDITIONAL DEFENSE

Plaintiff's Florida state law claims are preempted by federal law.

EIGHTEENTH ADDITIONAL DEFENSE

Plaintiff's claims are barred, in whole or in part, by the qualified privilege precluding libel actions concerning a publication to a person or entity that has a business-related right, duty or interest in the Plaintiff.

NINETEENTH ADDITIONAL DEFENSE

Reed and Seisint incorporate the defenses of all other persons or entities who may become parties to this action as if those defenses were set forth here.

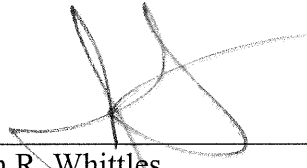
TWENTIETH ADDITIONAL DEFENSE

Reed and Seisint reserve the right to amend its answer to raise additional defenses that may arise during the course of this litigation.

WHEREFORE, having fully answered, Reed and Seisint request that the Court:

- (a) dismiss Plaintiff's Amended Complaint with prejudice;
- (b) award Reed and Seisint its costs; and
- (c) award Reed and Seisint such other relief that this Court finds necessary and appropriate.

Respectfully submitted,



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Attorneys for Defendants
Reed Elsevier Inc. and Seisint, Inc.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of this Answer of Defendants Reed Elsevier Inc. and Seisint, Inc. to the Plaintiff's Amended Complaint and Request for Jury Trial has been served via electronic mail and U.S. Mail this 18th day of January 2007 upon:

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