

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

Civil Docket No.: 06 CA 11370 MLW

Christine. Varad,

Plaintiff,

v.

Reed Elsevier Incorporated,
d.b.a. *Lexis Nexis Corporation*,
Lexis Nexis Accurint,

Defendant.

FILED
U.S. DISTRICT COURT
DISTRICT OF MASS.

2007 JAN 17 A 10:39

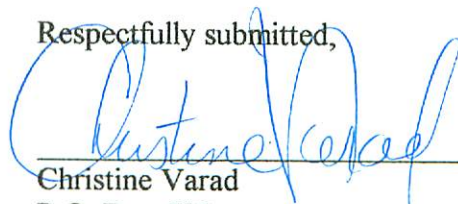
FILED
IN CLERKS OFFICE

REQUEST FOR PERMISSION TO FILE COPIES OF EXHIBITS
WHICH PLAINTIFF WILL NECESSARILY RELY UPON IN ARGUMENT OF
MOTIONS AT HEARING SCHEDULED FOR ON JANUARY 18, 2007

Plaintiff, Christine Varad, hereby requests permission file copies of evidentiary exhibits that are necessary for this Court and the Defendant to form a complete understanding and appreciation of additional data, facts and information previously unavailable to Plaintiff and which she additionally expects to rely upon in arguing motions as scheduled for hearing on January 18, 2007 at 10:00 A.M.

January 16, 2007

Respectfully submitted,



Christine Varad
P.O. Box 583
Milton, Massachusetts 02186
781 534 8770

I certify that on this 18th day of January 2007, I caused a copy of:
*"REQUEST FOR PERMISSION TO FILE COPIES OF EXHIBITS
WHICH PLAINTIFF WILL NECESSARILY RELY UPON IN ARGUMENT OF
MOTIONS AT HEARING SCHEDULED FOR ON JANUARY 18, 2007,"* to be served, in
hand, on the attorney of record for defendant Reed Elsevier, Incorporated:

Kristin Cataldo
Donnelly, Conroy and Gelhaar, LLP
One Beacon Street, 33rd Floor
Boston, Massachusetts 02108
617 720 2880



Christine Varad

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Civil Docket No.: **06 CA 11370 MLW**

Christine. Varad,
Plaintiff,

v.

Reed Elsevier Incorporated,
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Lexis Nexis Accurint,
Defendant.

EXHIBIT A

Renewal

COPY

40A

306015

Page 1 of _____

Agreement No:

40A ~~304970~~

STATE OF MAINE
JUDICIAL BRANCH
Agreement to Purchase Services

THIS AGREEMENT, made this 29 day of February, 2006, is by and between the State of Maine, Administrative Office of the Courts, hereinafter called "Department," and LexisNexis, a division of Reed Elsevier Inc. located at 9443 Springboro Pike, Miamisburg, OH 45342, telephone number 937-865 6800 hereinafter called "Provider", for the period of March 1, 2006 to February 29, 2008 (including an option to extend for one additional two year period).

The Employer Identification Number of the Provider is 52-1471842 B.

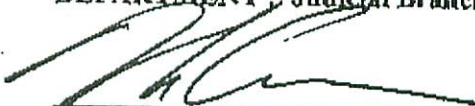
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized executed this agreement in 3 original copies.

DEPARTMENT : Judicial Branch

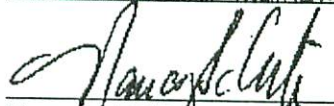
By:


Deborah Carson, Financial Operations Officer

and

LexisNexis, a division of Reed Elsevier Inc.

By:


Name and Title, Provider Representative *
* Subject to Rider C, attached hereto

Total Agreement Amount: \$28,980 per year

Approved:

 **MAR 15 2006**
Chair, State Purchases Review Committee

State Controller
BP54 (Rev 6/04)

ENC \$28,980 FY06

ENCUMBERED
MAR 16 2006
STATE CONTROLLER

LEXISNEXIS LEGAL DEPT
REVIEWED BY: JH
DATE: 2-29-06

No description
of the
services
provided.

AGREEMENT FOR SPECIAL SERVICES

Page ____ of ____

**RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED**

See Exhibit A-

LexisNexis Proposal including the proposal's Exhibit A & B dated December 10, 2002.

This renews contract 40A-304475 for a 2 year period, with a 5% price increase, all terms and conditions remain the same.

AGREEMENT FOR SPECIAL SERVICES

Page ____ of ____

RIDER B

METHOD OF PAYMENT AND OTHER PROVISIONS

1. AGREEMENT AMOUNT \$28,980 per year

2. INVOICES AND PAYMENTS The Department will pay the provider as follows:

A flat rate of \$2,415 per month for all services offered in the Lexis Proposal (Exhibit A of the Contract)

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. BENEFITS AND DEDUCTIONS If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. INDEPENDENT CAPACITY In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. DEPARTMENT'S REPRESENTATIVE The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. AGREEMENT ADMINISTRATOR All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Judy Bennett
Title: State Court Librarian
Address: 97 Hammond ST, Bangor ME 04401

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

AGREEMENT FOR SPECIAL SERVICES

Page ____ of ____

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine

AGREEMENT FOR SPECIAL SERVICES

Page ____ of ____

Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

AGREEMENT FOR SPECIAL SERVICES

Page ____ of ____

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This

AGREEMENT FOR SPECIAL SERVICES

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indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off

AGREEMENT FOR SPECIAL SERVICES

Page ____ of ____

any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider C

LexisNexis, a division of Reed Elsevier Inc ("Provider") and the State of Maine, Administrative Office of the Courts ("Department") agree to amend Rider B as set forth below.

Under the "WITNESSETH" paragraph Provider would like to add "Rider C – Revisions to Rider B".

Section 9 **SUBLETTING, ASSIGNMENT OR TRANSFER** shall be revised by adding the terms "which consent shall not be unreasonable withheld" at the end of the first sentence. The section shall be further revised by adding the following to the end of the section: "Notwithstanding the foregoing, Provider may freely transfer or assign this contract upon prior notice, but without consent to: (i) any affiliate of Provider, including without limitation, any parent, division or subsidiary of Reed Elsevier Inc; or (ii) any person or entity who acquires all or substantially all of the business or assets of Provider, or that portion of the business or assets of Provider that relate to this Agreement."

Section 18 **STATE HELD HARMLESS** shall be revised by replacing this section with the following: "Provider, at its expense shall defend and hold harmless or, at its option, settle any action or proceeding of any kind or description based upon third party claims including, but not limited to, death or personal injury of any person, property damage, libel, slander and claims arising from subcontractors and other individuals or entities providing work, services or materials hereunder due to the negligent acts or omissions or willful misconduct of Provider, asserted against Department (including its officers, employees and agents) by such third parties provided: (i) the death or personal injury to any person, property damage libel, slander or any other claim was not caused by Department; (ii) Provider is given prompt notice of any such claim; and (iii) Provider is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent allowed by Maine law. Department, at the expense of Provider, shall reasonably cooperate with Provider in connection with the foregoing.

Provider, at its expense shall defend and hold harmless or, at its option, settle any action or proceeding of any kind or description based upon a third party's claim of patent, trademark, service mark, copyright or trade secret infringement, related to use of the Provider's Online Services or Materials provided by Provider, asserted against Department by such third party provided: (i) all use of the Online Services was in material compliance with Provider's General Terms and Conditions; (ii) the claim, cause of action or infringement was not caused by Department for reasons unrelated to use of the Online Services or Materials hereunder by Department; (iii) Provider is given prompt notice of any such claim; and (iv) Provider is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent allowed by Maine law.

Department, at the expense of Provider, shall reasonably cooperate with Provider in connection with the foregoing.

Should the Online Services or the operation thereof become, or in the opinion of Provider is likely to become, the subject of a claim of infringement, Department shall permit Provider, at its option and expense, either (i) to procure for Department the right to continue using the Online Services, or (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate the Agreement upon notice to Department and grant Department a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

The foregoing defense and hold harmless obligation does not apply to claims that result solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement."

Section 23 **SERVERABILITY** shall be revised by adding the following sentence to the end of the section: "In addition, the parties will endeavor to replace the invalid or unenforceable provision with a valid or enforceable one that most closely embodies the original intentions of the parties."

2007 MAR - 3 A 11: 41

STATE OF MAINE
DIVISION OF PURCHASE

**UNITED STATES DISTRICT COURT
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Christine. Varad,

Plaintiff,

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Lexis Nexis Accurint,

Defendant.

EXHIBIT B

cmv111

From: "Henriques, Caroline (OSC)" <Caroline.Henriques@state.ma.us>
To: "CMV" <cmv111@verizon.net>
Sent: Monday, November 06, 2006 10:09 AM
Subject: RE: Public Records Request - Lexis Nexis

Ms. Varad, below you will see the first 10 lines you requested of your request. You will not see Lexis Nexis anywhere because they are paid under the legal names below. The reason for there being so many payments to these companies is due to there being payments from over 100 state departments over a 6 year period.

ISSUE DATE	BFY	LGL_NM	DOC CD	DEPT	DOC_ID	OBJ_CD	LN_AM
12-Jan-01	2001	MATTHEW BENDER & CO INC	PV	ABC	1JAN018	E12	146.68
21-Mar-01	2001	MATTHEW BENDER & CO INC	PV	ABC	1MAR013	E12	112.4
10-May-01	2001	MATTHEW BENDER & CO INC	PV	ABC	1MAY024	E12	45.76
13-Jun-01	2001	MATTHEW BENDER & CO INC	PV	ABC	1JUN024	E12	621.28
13-Jun-01	2001	MATTHEW BENDER & CO INC	PV	ABC	1JUN022	E12	115.46
13-Jun-01	2001	MATTHEW BENDER & CO INC	PV	ABC	1JUN023	E12	45.66
10-Jan-01	2001	REED ELSEVIER INC	PV	AGO	1361213	E12	76.43
19-Jan-01	2001	REED ELSEVIER INC	PV	AGO	1017234	E12	50.38
19-Jan-01	2001	REED ELSEVIER INC	PV	AGO	1017235	E12	225.17
19-Jan-01	2001	REED ELSEVIER INC	PV	AGO	1017236	E12	103.23

Please do not hesitate to contact me if you have any questions or concerns.

Caroline Henriques
Public Information Requests
Office of the Comptroller
One Ashburton Place - 9th Floor
Boston, MA 02108
Phone: 617-973-2618
Fax: 617-727-2163
Email: Caroline.henriques@osc.state.ma.us
<mailto:Caroline.henriques@osc.state.ma.us>

Please do not hesitate to contact me if you have any questions or concerns.

Caroline Henriques

**UNITED STATES DISTRICT COURT
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Defendant.

EXHIBIT C



LexisNexis

LexisNexis Completes Acquisition of Seisint, Inc.

Acquisition Enhances Ability to Provide Customers with Powerful, Fast and Easy-to-Use Risk Management Products and Services

DAYTON, OH, September 01, 2004 - LexisNexis U.S., a leading provider of legal, news and business information services, announced today that it has closed on its acquisition of Seisint, Inc., a U.S.-based provider of information management products and services, for \$775 million. LexisNexis is a member of Reed Elsevier Group plc [NYSE: ENL; NYSE: RUK].

Contact Information

LexisNexis:
Steve Edwards
steve.edwards@lexisnexis.com
Local: (937) 865-8838
Toll Free: (800) 227-9597
Ext. 58838

Seisint will become part of the LexisNexis U.S. Risk Management business of the Corporate and Public Markets division. The LexisNexis Risk Management business includes flagship products such as RiskWise[®], PeopleWise[®] and Banko[®]. Risk Management products and services are used by lawyers, financial services, insurance, telecommunications and retail businesses, the Federal Government and law enforcement agencies. Those products and services are used to authenticate identity, predict fraud, control credit and fraud losses, to improve risk assessment and communicate with customers during the customer-management cycle. LexisNexis PeopleWise services help companies create better, more productive workplaces through pre-employment screening and background checking.

The technology and products developed by Seisint will fortify the LexisNexis capabilities in identity authentication, fraud prevention, credit and security risk products. The acquisition will allow LexisNexis to offer its customers expanded data, technology and product offerings.

Seisint provides information products that allow business, financial services, legal and government customers to quickly and easily extract valuable knowledge from a vast array of data. Its products, including Accurint[™] and Securint[™], support customers in critical activities such as debt recovery, due diligence, fraud detection, identity verification, law enforcement, legal investigations, pre-employment screening, resident screening, and data supercomputing. Seisint's services and products are supported by integrating the Seisint Data Supercomputer technology and patent-pending data linking methods.

About LexisNexis

LexisNexis[®] (www.lexisnexis.com) is a leader in comprehensive and authoritative legal, news and business information and tailored applications. A member of Reed Elsevier Group plc [NYSE: ENL; NYSE: RUK] (www.reedelsevier.com), the company does business in 100 countries with 13,000 employees worldwide. In addition to its flagship Web-based Lexis[®] and Nexis[®] research services, the company includes some of the world's most respected legal publishers such as Martindale-Hubbell, Matthew Bender, Butterworths, JurisClasseur, Abeledo-Perrot and Orac.

Through its risk management flagship products, RiskWise[®], PeopleWise[®] and Banko[®], LexisNexis Risk Management helps to locate people and assets, authenticate identity, enable commerce, conduct background screening, and support national security initiatives. Customers include government agencies, top law firms and major corporations. For more information, contact www.lexisnexis.com/riskmanagement.

**UNITED STATES DISTRICT COURT
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Plaintiff,

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Reed Elsevier Incorporated,
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Lexis Nexis Accurint,

Defendant.

EXHIBIT D

DOCUMENT# P98000065147

Entity Name: SEISINT, INC.

800-755-5111

Current Principal Place of Business:

6601 PARK OF COMMERCE BLVD.
BOCA RATON, FL 33487

New Principal Place of Business:

Current Mailing Address:

C/O REED GLAUTR DEC
TWO NEWTON PACE, STE 350
NEWTON, MA 024581637

New Mailing Address:

FEI Number: 65-0852445 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
% C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: PD () Delete
Name: PECK, JAMES M
Address: 1150 18TH STREET NW, SUITE 600
City-St-Zip: WASHINGTON, DC 20036

Title: SD () Delete
Name: JACOBS, MICHAEL A
Address: 8443 SPRINGBORO PACE
City-St-Zip: MIAMISBURG, OH 45342

Title: DT () Delete
Name: FOGARTY, KENNETH E
Address: TWO NEWTON PLACE, SUITE 350
City-St-Zip: NEWTON, MA 024581037

Title: D () Delete
Name: HORBACZEWSKI, HENRY Z
Address: 125 PARK AVE, 23RD FLOOR
City-St-Zip: NEW YORK, NY 10017

Title: VPT () Delete
Name: FONTAINE, CHARLES P
Address: TWO NEWTON PLACE, SUITE 350
City-St-Zip: NEWTON, MA 024581637

Title: D () Delete
Name: PROZES, ANDREW
Address: 125 PARK AVE, 23RD FL
City-St-Zip: NEW YORK, NY 10017

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: PD (X) Change () Addition
Name: CAMERON, PAUL S
Address: 6601 PARK OF COMMERCE BLVD.
City-St-Zip: BOCA RATON, FL 32487

Title: SD (X) Change () Addition
Name: JACOBS, MICHAEL A
Address: 9443 SPRINGBORO PACE
City-St-Zip: MIAMISBURG, OH 45342

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: CHARLES P. FONTAINE

VP

04/20/2006

Electronic Signature of Signing Officer or Director

_____ Date