

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FILED 10 P 3 04

CHRISTINE VARAD,)
)
 Plaintiff,)
)
 v.)
)
 REED ELSEVIER INCORPORATED,)
 d/b/a/ Lexis Nexis Corporation,)
 Lexis Nexis Accurint,)
)
 Defendant.)

C.A. No. 06 CA 11370 MLW

ANSWER OF REED ELSEVIER INC.

Pursuant to Fed. R. Civ. P. 8, defendant Reed Elsevier Inc. (“Reed”) answers the allegations set forth in Christine Varad’s (“Plaintiff”) Complaint as follows. Contemporaneously with the filing of this Answer, Reed also files a Motion for Substitution of Seisint, Inc. (“Seisint”) for Defendant Reed and To Dismiss the Complaint against Reed, as the allegations set forth in the Complaint pertain solely to Seisint. Reed expressly reserves any and all defenses.

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PARTIES

1. Reed is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 of the Complaint.
2. Reed admits that it is a corporation conducting business at 275 Washington Street, Newton, Massachusetts, but denies the remaining allegations set forth in paragraph 2 of the Complaint. Further responding, Reed states that it is a Massachusetts corporation and that it is a separate legal entity from, and not doing business as, Lexis Nexis Corporation, Lexis Nexis Accurint.

JURISDICTION

3. Reed states that the allegations in paragraph 3 of the Complaint merely summarize the Plaintiff's claims and therefore no response is required. To the extent that a response is required, Reed denies that it has violated the Plaintiff's rights under the Fair Credit Reporting Act.

4. Reed states that the allegations set forth in paragraph 4 of the Complaint state a conclusion of law to which no response is required.

5. Reed states that the allegations set forth in paragraph 5 of the Complaint state a conclusion of law to which no response is required.

6. Reed states that the allegations set forth in paragraph 6 of the Complaint state a conclusion of law to which no response is required.

7. Reed states that the allegations set forth in paragraph 7 of the Complaint state a conclusion of law to which no response is required. Further responding, Reed denies that a substantial part of the events giving rise to the Plaintiff's claims occurred within the District of Massachusetts.

CAUSE OF ACTION

1. Reed denies that it was served with any correspondence from Plaintiff on or about June 3, 2006, as alleged in paragraph 1, or at any other time. Further responding, Reed states that on or about June 3, 2006, Plaintiff sent a certified letter addressed to James Swift, Operations Manager, Lexis Nexis Accurint, 6601 Park of Commerce Boulevard, Boca Raton, Florida, which letter stated that it was sent "pursuant to the provisions of Massachusetts General Laws, chapter 93A, § 9, and federal standards as set forth in FTC v. Sperry & Hutchinson Co., 405 U.S. 233, 244 n.5 (1972)."

2. Reed denies that it was served with any correspondence from Plaintiff on or about April 17, 2006, as alleged in paragraph 2, or at any other time, or that it disseminated Plaintiff's complete file to any person and/or entity. Further responding, Reed states that on or about April 17, 2006, Plaintiff sent a letter addressed to James Swift, Operations Manager, Lexis Nexis Accurint, 6601 Park of Commerce Boulevard, Boca Raton, Florida, in which she requested a complete copy of her file as held by Lexis Nexis Accurint. Reed admits that certain information regarding Plaintiff was sent to Gall & Gall Company, Inc. ("Gall & Gall") by Seisint. Reed is without information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 2.

3. Reed is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 3 regarding Plaintiff's review of the Gall & Gall background check report and/or that the report contained false information. Reed denies that it had any correspondence with Plaintiff. Reed admits that Plaintiff sent a letter to James Swift, Operations Manager, Lexis Nexis Accurint, 6601 Park of Commerce Boulevard, Boca Raton, Florida seeking files retained by Lexis Nexis Accurint. Reed admits that Seisint did not provide for inspection its file regarding Plaintiff, and instead Seisint directed Plaintiff to national consumer reporting agencies from whom the information at issue was provided.

4. Reed denies that the Plaintiff sent any written correspondence to it as alleged in paragraph 4. Further responding, Reed denies that Lexis Nexis Accurint disseminated false and injurious information regarding the Plaintiff, or that Lexis Nexis was the sole source for any information regarding Plaintiff. Reed admits that Plaintiff sent correspondence to James Swift, Operations Manager, Lexis Nexis Accurint, 6601 Park of Commerce Boulevard, Boca Raton, Florida, in which she stated that Gall & Gall specified Lexis Nexis Accurint databases as the

sources of the information at issue. Reed further states that in response to Plaintiff's inquiry, Plaintiff was provided with the names of credit reporting agencies from whom the information at issue was provided.

5. Reed denies that the Plaintiff made any requests to it regarding her files as alleged in paragraph 5. Reed admits that Plaintiff sent correspondence to James Swift, Operations Manager, Lexis Nexis Accurint, 6601 Park of Commerce Boulevard, Boca Raton, Florida, in which she requested an opportunity to investigate, and a copy of, her "Lexis Nexis Accurint file."

6. Reed denies that Plaintiff made any requests to it regarding her files as alleged in paragraph 6. Reed admits that on or about April 30, 2006, Plaintiff sent correspondence to James Swift, Operations Manager, Lexis Nexis Accurint, 6601 Park of Commerce Boulevard, Boca Raton, Florida, seeking "(1) a record of each and every inquiry relating to my name of any kind responded to by data contained in Lexis Nexis Accurint database files for the last two years and (2) the names and addresses of the recipients of those inquiry requests." Except as expressly admitted, Reed denies the allegations set forth in paragraph 6.

7. Reed denies the allegations set forth in paragraph 7. Further responding, Reed states that Seisint responded to the Plaintiff in writing on April 20, 2006, stating, among other things, that it is not a Consumer Reporting Agency and as such was not governed by the Fair Credit Reporting Act. Seisint further stated that it was governed by other federal and state laws, which it complies with and which do not require Seisint to provide reports of the information contained in its databases. Seisint further requested that the Plaintiff complete a form identifying the information at issue, so that Seisint could determine the sources of the potentially incorrect information and refer the Plaintiff to such sources.

8. Reed denies the allegations set forth in paragraph 8. Further responding, Reed states that Seisint indicated that its data is not permitted to be utilized to make decisions about a person's eligibility for employment, and that Seisint's audit determined that Gall & Gall used Seisint's data to verify the identity of persons applying for employment, not to make decisions about their eligibility for employment.

9. Reed denies the allegations set forth in paragraph 9.

10. Reed denies the allegations set forth in paragraph 10. Further responding, Reed states that Plaintiff was provided with the names and contact information of the consumer reporting agencies from whom the information at issue was provided, and was directed to such agencies to cure any incorrect information, and that Plaintiff was informed that Gall & Gall used Seisint data for identification verification purposes only.

11. Reed denies the allegations set forth in paragraph 11. Further responding, Reed states that the subscriber agreement between Seisint, Inc., the company that owns the "Accurint" product, and Gall & Gall expressly provided that "Accurint data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act...". Reed also states that Seisint provided the Plaintiff with the names and contact information of credit reporting agencies from whom the information at issue was provided, and that Plaintiff was informed that Gall & Gall used Seisint data for identification verification purposes only.

12. Reed denies the allegations set forth in paragraph 12.

13. Reed denies the allegations set forth in paragraph 13.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff has waived her claims.

FIFTH AFFIRMATIVE DEFENSE

If the Plaintiff has suffered any damages, which Reed expressly denies, any such damages were caused by the Plaintiff's own negligence and/or acts or omissions.

SIXTH AFFIRMATIVE DEFENSE

If the Plaintiff has suffered any damages, which Reed expressly denies, the Plaintiff has failed to act in a reasonable and timely matter to mitigate them.

SEVENTH AFFIRMATIVE DEFENSE

If the Plaintiff has suffered any damages, which Reed expressly denies, Reed's conduct was not the proximate cause of the Plaintiff's damages.

EIGHTH AFFIRMATIVE DEFENSE

If the Plaintiff has suffered any damages, which Reed expressly denies, any such damages were caused by someone other than Reed.

NINTH AFFIRMATIVE DEFENSE

With regard to the Plaintiff's c. 93A claim, the conduct alleged did not occur substantially and primarily in Massachusetts and/or was not unfair and/or deceptive.

TENTH AFFIRMATIVE DEFENSE

Plaintiff has not satisfied the requirements of M.G.L. c. 93A §§ 2 and 9, including service of a demand letter on Reed at least thirty days in advance of filing this action.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because she has failed to name the real party in interest.

TWELVTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred because the information at issue is not false.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff has not satisfied the statutory requirements of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

FOURTEENTH AFFIRMATIVE DEFENSE

Reed hereby gives notice that it may rely on other defenses as they may become apparent or available during discovery. Reed accordingly reserves the right to assert any such additional defenses.

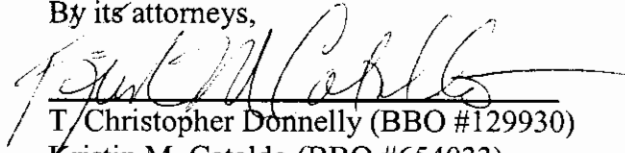
REQUESTS FOR RELIEF

Reed respectfully requests the Court to:

- A. Dismiss with prejudice the Complaint;
- B. Award Reed its costs, expenses and attorney's fees; and
- C. Enter such further relief as is just.

REED ELSEVIER INCORPORATED.

By its attorneys,



T/Christopher Donnelly (BBO #129930)

Kristin M. Cataldo (BBO #654033)

Donnelly, Conroy & Gelhaar, LLP

One Beacon Street, 33rd Floor

Boston, Massachusetts 02108

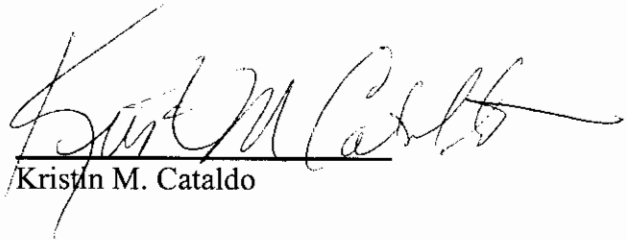
(617) 720-2880

Dated: October 10, 2006

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of October, 2006, I caused a copy of the foregoing to be served on the following by overnight delivery and regular mail:

Christine M. Varad
88 Greenfield Lane
Scituate, MA 02066



Kristin M. Cataldo