

**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. *LexisNexis, LexisNexis Risk &
Information Analytics Group, Inc.*,
Defendant.

EXHIBIT A

THOMAS J. QUINN, ESQ.
CHAIR
JOANNE LEBEL, M.S.Ed., C.A.S.
SECRETARY
PAUL H. MILLS, ESQ.
TREASURER
JENNIFER A. ARCHER, ESQ.
PETER B. BICKERMAN, ESQ.
C. DONALD BRIGGS, III, ESQ.
ALFRED H. FUCHS, Ph.D.
LEIGH McCARTHY, ESQ.
NATHANIEL M. ROSENBLATT, ESQ.



State of Maine
Board of Bar Examiners

MAILING ADDRESS:
P.O. BOX 140
AUGUSTA, MAINE 04332-0140

TELEPHONE
207-623-2464

FAX
207-622-0059

E-MAIL
execdir@mainebar-examiners.org

WEB ADDRESS
www.mainebar-examiners.org

CHERYL J. CUTLIFFE
EXECUTIVE DIRECTOR

June 6, 2007

Ms. Christine M. Varad
P. O. Box 583
Milton, MA 02186

RE: Maine Bar Application for Accommodations

Dear Ms. Varad:

At Mr. Quinn's request, and on behalf of the entire Board of Bar Examiners, I am responding to your letters addressed to Mr. Quinn dated May 5, 2007; May 14, 2007; and May 31, 2007.

As I have stated to you in previous correspondence, there are several factors the Board must consider in granting and providing accommodations for disabled applicants. First, the Board must consider whether the requested accommodation is reasonable in relation to the nature of the applicant's disability. Second, the Board must also consider whether the requested accommodation creates risk for the integrity and security of the exam. Finally, the Board must consider whether the accommodation would result in an advantage not afforded to non-disabled applicants.

In your particular case, you suffer from a hand injury which prevents you from both writing and typing for long periods of time. The Board granted you a court reporter to dictate your responses, and you in fact indicated to the monitor, the court reporter and myself at the exam that the accommodation was working well for you. Your letters to Mr. Quinn indicate that you question both the need for the conversion of your essay answers for grading and the process by which the conversion is undertaken.

First, you assert that "[g]raders are not able to discern the identity of examinees that have been granted testing accommodations and the 're-formatting' [sic] element only serves to unfairly impair the assessment and grading process...." The same members of the Board who review and grant accommodations are actively involved in the grading process. If your answers were simply

Ms. Christine M. Varad
June 6, 2007
Page 2

provided to graders in a court-reporter-transcript format, Board members would be able to identify you because you were the only applicant granted a court reporter. Both the anonymity of applicants and the integrity of the exam would be compromised, resulting in an unfair advantage.

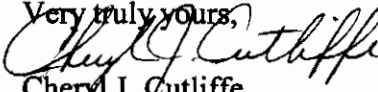
Therefore, to eliminate such a compromise of anonymity, your essay answers must be converted to look like those of other applicants. There are two options for such a conversion – converting them to the format utilized by computerized testing applicants, or handwriting them into blue books from the court reporter’s transcription. Because the handwriting option creates more opportunity for error during the conversion process, your answers were converted to computerized testing format.

Because I was the one who did the conversion, I can assure you that the only alterations to your answers were the elimination of annotative instructions which would reveal that the answers were verbally dictated such as “new paragraph,” and separating out the portions designated for each question. You were given the opportunity at the exam to sit directly next to the court reporter and edit your answers as you went along. You verbally indicated to me that you had plenty of time, and the time records reflect that you finished most sessions early, indicating that you were satisfied with your answers at the conclusion of each session.

You also suggested that you should have been afforded the opportunity to review your answers once the conversion was completed. Again, this would result in an unfair advantage to you that is not afforded to other applicants. The Board’s obligation to maintain the integrity of the exam would not allow for such a review.

Finally, you suggested that the graders should have been made aware of the accommodation in completing the grading process. The Board and exam graders **MUST** maintain each and every applicant’s anonymity through the grading process and must treat each answer equally in order to protect against creating an unfair advantage for any individual applicant and to maintain the integrity of the exam for all applicants.

I hope this response addresses your concerns.

Very truly yours,

Cheryl J. Cutliffe
Executive Director

/cjc

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Information Analytics Group, Inc.*,
Defendant.

EXHIBIT B

ACCURINT VERIFICATION CHECKLIST

Account Number: 1265191
Customer Name: Major Board of Per Examiners
Account Manager: Ed Dimenty

I. Complete Accurint Application and Agreement

Industry Class Selected? Acceptable Use Selected?
Nature of Application (free trial or rollover)? R Customer Signature?

II. Supporting Documentation

Did the customer provide supporting documentation?
Describe: bus. card, letter head & sign
Does documentation match the information on the customer's application?

III. Additional Documentation

Did you locate additional documentation on the customer?
Describe: their website for accurint
Does documentation match the information on the customer's application?
Additional documentation needed: /
Notes: /

IV. Final Verification

Method of Contact: Phone or E-Mail (Circle One) Spoke with Cheryl Custer
Confirmed billing address? Confirmed industry class? Confirmed Email address?
Why the customer is using Accurint? verify applications for our exam
Is described usage consistent with application?

V. Security Settings (Circle One)

GLB Mask None GLB Mask 4 Non GLB / DPPA Non GLB / Non DPPA
Verification Specialist: [Signature] Date: 4/19/04
Print: _____

APPROVED / DECLINED BY:

[Signature] Date: 6/29/04
Verification Manager
Print: _____

APPLICATION REQUIREMENTS

MAIN CONTACT LOGIN INFO:

USER ID: CLUTLIFFE

PASSWORD: MAINE

Account #

1265191

Company Name

Maine Board of Beer Examiners

Account Manager

Ed Dimenna

Verification Specialist

J.L

The following information was not completed on the application:

<input type="checkbox"/>	Company Name/Physical Address
<input type="checkbox"/>	Contact Information
<input type="checkbox"/>	Billing Contact (If no credit card information)
<input type="checkbox"/>	Company Principals
<input type="checkbox"/>	Banking Information
<input type="checkbox"/>	Credit References
<input type="checkbox"/>	Industry Class
<input type="checkbox"/>	GLB Use
<input type="checkbox"/>	DPPA Use
<input type="checkbox"/>	Nature of Application
<input type="checkbox"/>	Signature

DOCUMENTS REQUIRED

<input type="checkbox"/>	Application missing documentation
<input type="checkbox"/>	Rollover letter
<input type="checkbox"/>	Documentation expired
<input type="checkbox"/>	License name does not match company name
<input type="checkbox"/>	License address does not match company address
<input type="checkbox"/>	Documentation not legible
<input type="checkbox"/>	Documentation not acceptable
<input type="checkbox"/>	Acceptable documentation
<input type="checkbox"/>	Other
<input type="checkbox"/>	NOTE TO VERIFICATION:

<input type="checkbox"/>	APPLICATION ON HOLD - 90 DAY RULE APPLIES
<input checked="" type="checkbox"/>	APPLICATION COMPLETE
<input type="checkbox"/>	FREE APPLICATION

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MAINE BOARD BAR

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Accurint

APPLICATION AND AGREEMENT FOR GOVERNMENT AGENCIES

To Submit Your Application:

1. Print, fill out, and sign Application or complete the Application form online and print it.
2. Include copies of documentation verifying agency identity. Examples of acceptable documentation include:
 - Tax exemption certificate
 - Agency letterhead and business card
3. INITIAL ALL pages of the Application, sign where indicated, and fax the Application and supporting documentation to Salsint, Inc. at 561-893-9098.

AGENCY INFORMATION

Name Maine Board of Bar Examiners
 Division N/A
 Physical Address 59 Court Street
 City Augusta State ME Zip 04330
 Telephone (207) 623-2464 Agency Web Address WWW.mainebar.com/salsint.org

CONTACT INFORMATION

Last Name Cutcliffe First Name Cheryl J. Title Executive Director
 Telephone (207) 623-2464 Extension N/A Fax (207) 622-0059
 Email Address execdir@mainebar.com/salsint.org

CREDIT CARD APPLICATION (If you choose to be billed on a credit card, fill out this portion)

We accept MasterCard, Visa, and American Express. For security and authentication purposes, we require the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
 Card Number _____ Expiration (MM/YY) _____
 Credit Card Statement Address N/A
 City _____ State _____ Zip _____
 Card Type: MasterCard Visa American Express

By choosing to have a credit card billed directly by Salsint, I hereby authorize Salsint to bill this credit card for the charges incurred for use of Salsint's Accurint service. Additionally, I hereby agree that if the credit card company refuses to pay Salsint for such charges incurred for use of the Accurint Service, the applicant shall be responsible for the payment of such charges.

DIRECT BILLING INFORMATION (If you choose to be billed directly, fill out this portion)

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the agency named in this Application. I further certify that the information I provide relating to this credit application is true and complete. I hereby grant permission to Salsint to verify the credit data relating to the credit information provided herein.

BILLING CONTACT

Last Name Cutcliffe First Name Cheryl J. Title Executive Director
 Telephone (207) 623-2464 Extension N/A Fax (207) 622-0059
 Email Address execdir@mainebar.com/salsint.org
 Billing Address P.O. Box 140
 City Augusta State ME Zip 04332-0140

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 Revised March 4, 2004

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MAINE BOARD BAR

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GLE ACCEPTABLE USES (CHECK ALL THAT APPLY—AT LEAST ONE MUST BE CHECKED)

The information that the Account Service provides to the Agency may contain consumer identification information governed by the Gramm-Leach-Bliley Act (GLEB). In accordance with GLEB, such information may only be used for the following purposes:

- Completion of a transaction authorized by the consumer including but not limited to the collection of delinquent accounts.
- Application Verification including but not limited to (a) employment application information verification (however, Account data cannot be used to make an employment decision as outlined in the Fair Credit Reporting Act (18 U.S.C. § 1681 et seq.)), Agency represents and warrants that Account data will not be used for purposes governed by the Fair Credit Reporting Act.
- Law firm and attorney functions
- Insurance purposes including (a) account administration, (b) reporting, (c) fraud prevention, (d) premium payment processing, (e) claim processing and investigation, (f) benefit administration, or (g) research projects
- Fraud detection and prevention
- Required institutional risk control/dispute resolution for resolving Agency disputes or inquiries
- I have no GLEB permitted use.

OPPA ACCEPTABLE USES (CHECK ALL THAT APPLY – AT LEAST ONE MUST BE CHECKED)

The Account database also contains driver's license and motor vehicle registration information governed by the Driver's Privacy Protection Act (DPPA). In accordance with DPPA, such information may only be used for the following purposes:

- Use by a court or other government agency or entity, acting directly on behalf of a government agency. 18 U.S.C. § 2721(b)(1).
- Use for any matter regarding motor vehicle or driver safety or theft; to inform an owner of a towed or impounded vehicle. 18 U.S.C. § 2721(b)(2).
- Use in the normal course of business, to verify the accuracy of personal information submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, or recovering on a debt or security interest against, the individual. 18 U.S.C. § 2721(b)(3).
- Use in connection with a civil, criminal, administrative, or arbitral proceeding. 18 U.S.C. § 2721(b)(4).
- Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under the Commercial Motor Vehicle Safety Act of 1985. 18 U.S.C. § 2721(b)(5).
- Use by an insurer or insurance support organization, in connection with claims investigation activities, anti-fraud activities, rating or underwriting. 18 U.S.C. § 2721(b)(6).
- Use by a licensed private investigative agency, or licensed security service, for a purpose permitted in Items 1 through 6 above. 18 U.S.C. § 2721(b)(7).
- I have no DPPA permitted use.

TERMS AND CONDITIONS OF USE

1. **Scope of Services:** Selint provides nationwide public record information, document retrieval and related services (the "Account Services") using Selint's proprietary and licensed databases and information. Selint hereby grants to the Agency a restricted license to use the Account Services in accordance with the acceptable use(s) identified by the Agency in the Account Application and Agreement. The Account Application and Agreement has identified industry-specific appropriate uses for which the Account Services are to be used, and the Agency agrees to state its appropriate use for any requested information prior to accessing it, to limit its use to those stated purposes, and to take appropriate measures so as to protect against the misuse of information provided pursuant to the Account Services. The Agency shall not use the information provided hereunder for any purpose that would violate the privacy obligation policy and any other terms and provisions of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.), or any similar state or local statute, rule, or regulation. The Agency shall not use the Account Services for purposes governed by the federal Fair Credit Reporting Act (18 U.S.C. § 1681 et seq.) including the purpose of serving as a factor in establishing a consumer's eligibility for (a) credit or insurance to be used primarily for personal, family, or household purposes; (b) employment purposes; or (c) any other purpose authorized under the federal Fair Credit Reporting Act. The Agency shall also abide by such legislation and rules and regulations as may be enacted or adopted after the date hereof that regulate its use of the Account Services.

2. **Performance:** Selint will use reasonable efforts to complete the information gathered from selected public records and other sources used in the provision of the Account Services; provided, however, that the Agency accepts all information "AS IS." The Agency hereby acknowledges and agrees that Selint obtains its data from third party sources, which may or may not be completely thorough and accurate, and that the Agency shall not rely on Selint for the accuracy or completeness of the information provided by the Account Services.

3. **Charges:** For each response to a request for information the Agency agrees to pay to Selint for use of the Account Services the applicable charge published for the information requested. The Agency shall pay to Selint fees in accordance with the prices as updated from time to time through online announcements and Agency bulletins, as hereafter reflected in the Account Services published price schedules.

4. **Intellectual Property:** The Agency agrees that the Agency shall not reproduce, retransmit, republish or otherwise transfer for any commercial purpose any information that the Agency receives from the Account Services, other than as permitted by this Agreement. The Agency acknowledges that Selint (and/or Selint's third party data providers) shall retain all right, title and interest in and to the data and information provided by the Account Services, under applicable contractual, copyright and related laws, and the Agency shall use such materials consistent with Selint's interests and notify Selint of any threatened or actual infringement of Selint's rights.

5. **Use Limitations:** The Agency agrees that it will use the Account Services only in the performance of, or in the furtherance of, law enforcement activities, including without limitation, criminal investigations, witness location, and other purposes reasonably related to provision of law enforcement by the Agency.

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 Revised March 4, 2004
[Signature] [Initials]

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MAINE BOARD OF BAR

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6. Payment of Fees: The Agency shall be responsible for payment for all services obtained through the Agency's access identification code, whether or not such code is used by the Agency or a third party, whether with or without the Agency's consent. The Agency shall pay Seisint for all charges incurred for the use of the Account Services on a monthly basis, and the Agency agrees to be electronically invoiced for those charges. At the Agency's request, paper invoices can be mailed via the United States Postal Service at a cost of Ten Dollars (\$10) per month, which will be included in the Agency's monthly invoice as an additional itemized charge. All payments are due within 30 days of the date of an invoice for the Account Services. The Agency understands that it will be notified via electronic mail regarding all unpaid balances due. The Agency shall pay interest at the rate of eighteen percent (18%) per annum from the date due on any charges not paid by the payment due date. All remittances shall be sent to Seisint, Inc., 6901 Peak of Commerce Boulevard, Boca Raton, Florida, 33467. Seisint reserves the right to terminate this Agreement and the right of the Agency to use any information provided hereunder with prior notice to the Agency upon any non-payment of fees by the date due.

7. Terms: This Agreement shall remain in full force and effect during such periods of time during which Seisint is providing services to the Agency. The Agency agrees that if it is found to be in violation of any specifications of this Agreement, Seisint has the right to terminate the Agency's access to the Account Services.

8. Assignment: The license granted to the Agency to use the Account Services may not be assigned by the Agency, in whole or in part, without the prior written consent of Seisint.

9. Disclaimer of Warranties: SEISINT DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE ACCOUNT SERVICES AND INFORMATION PROVIDED THEREBY. SEISINT DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE ACCOUNT SERVICES OR THE COMPONENTS THEREOF OR INFORMATION PROVIDED THEREUNDER.

10. Survival of Agreement: Provisions hereof related to (a) the use of the Account Services information and data by the Agency, (b) the payment for the Account Services, and (c) the disclaimer of warranties by Seisint, shall survive any termination of the license to use the Account Services.

11. Audit: The Agency understands and agrees that in order to ensure compliance with applicable law, Seisint will on a random basis contact the Agency to provide documentation of executed searches. Such audit will be performed only when legally permissible, and in accordance with such laws regarding confidentiality of criminal investigations as govern the Agency's dissemination of such information. The Agency agrees to cooperate fully with any and all investigations when legally permissible. Violations discovered in any review by Seisint will be subject to immediate action including, but not limited to, termination of the license to use Account Services, legal action, and/or referral to federal or state regulatory agencies.

12. Attorney Fees: The prevailing party in any action brought pursuant to the terms and conditions of this Agreement shall be entitled to receive from the other party such reasonable fees and costs expended by such party in the action, including appellate fees and costs (if any).

13. Entire Agreement: This Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written. Any now, other, or different terms supplied by the Agency beyond the Terms contained herein, including those contained in purchase orders issued by the Agency, are specifically and expressly rejected by Seisint unless Seisint agrees to them in a signed writing specifically including those now, other, or different terms. The Terms contained herein shall supersede and govern in the event of a conflict between these Terms and any now, other, or different terms in any contract which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Account Application and Agreement for Government Agencies on behalf of the agency listed above and that the statements I have provided in this Application are true and correct. Further, I hereby certify that the Agency agrees to the terms and conditions set forth in this Application.

NATURE OF APPLICATION AND AGREEMENT (YOU MUST CHECK ONE)

- Free Trial Application Only (If you check this box, additional information or documentation will be required prior to becoming an active Account customer.)
- Free Trial and Billing Application (If you check this box, upon the expiration of your Free Trial, your account will be converted into an active Account account for billing purposes without supplying additional documentation, provided all needed documentation has been approved.)

APPLICANT

Signature *Cheryl J. Cutcliffe*
 Print Name Cheryl J. Cutcliffe
 Title Executive Director
 Dated 4/19/04 (mm/dd/yyyy)

04/19/2004 12:28 FAX 2076220059

MAINE BOARD BAR

0.

CATHERINE F. DONNORS, ESQ.
CHAIR
PAMELA B. GALVIN
SECRETARY
BARBARA L. GOODWIN, ESQ.
TREASURER
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CHERYL J. CUTLIFFE
EXECUTIVE DIRECTOR

April 19, 2004

VIA TELEFAX

Edward DiMenna, Account Manager
Accurant

RE: Free Trial Activation

Dear Ed:

Following up on our demo meeting last Thursday, enclosed herewith please find the completed and signed Application and Agreement for Government Agencies. I am assuming that this letter will serve the letterhead requirement, and I have enclosed a copy of my business card.

As we discussed, please activate our account for a free trial for the remainder of the week with unlimited clicks. In speaking with several of the Board members so far, the interest is high and I anticipate they will want to try it using the Free Trial during their meeting on Thursday of this week.

Should you need any additional information, please let me know. Please contact me as soon as possible to finalize the free trial activation. Thank you.

Very truly yours,

Cheryl J. Cutliffe
Executive Director

/cjc
Enclosures

Renewal
Page 1 of _____

COPY

40A 3066 5
Agreement No:

40A-2006-75

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.

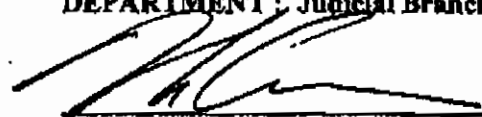
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the service 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, have executed this agreement in 3 original copies.

DEPARTMENT : Judicial Branch

By:

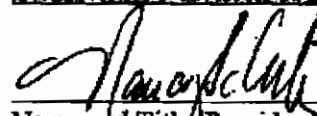


Deborah Carson, Financial Operations Officer

and

LexisNexis, a division of Reed Elsevier Inc.

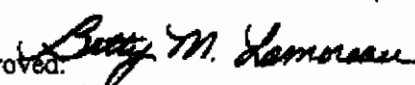
By:



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

Total Agreement Amount: \$28,980 per year

Approved:



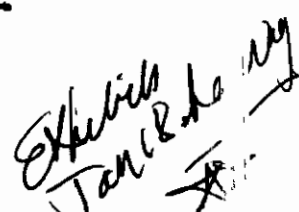
Chair, State Purchases Review Committee

MAR 15 2006

State Controller
BPS4 (Rev 6/04)

ENC \$28,980 FY06

ENCUMBERED
MAR 16 2006
STATE CONTROLLER



LEXISNEXIS LEGAL DEPT
REVIEWED BY: [Signature]
DATE: 2-29-06