

## TEAGLE/LEXISNEXIS RISK MANAGEMENT

### FREQUENTLY ASKED QUESTIONS

The following is a list of frequently asked questions (click on the question to see the answer).

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## **1. What is the lawsuit about?**

The Plaintiff in this lawsuit said that LexisNexis Screening Solutions, Inc. (“LexisNexis”) violated the Fair Credit Reporting Act (“FCRA”), in two ways:

- The Plaintiff alleged that LexisNexis sold consumer background reports to businesses so they could make decisions about whether to hire or promote people. The suit alleges that LexisNexis violated provisions of the FCRA, 15 U.S.C. § 1681, *et seq.*, by selling consumer reports for employment purposes during the time period April 20, 2006 to the date this settlement becomes effective without providing these consumers proper notice under the FCRA when the reports contained negative information about them (the “Notice Class”); and
- The Plaintiff also alleges that LexisNexis violated provisions of the FCRA, 15 U.S.C. § 1681, *et seq.*, by selling consumer reports for employment purposes during the time period April 20, 2009 to the date this settlement becomes effective without excluding information that should have been excluded because it was more than seven years old (the “Obsolete Information Class”).

The case is *Teagle, et al. v. LexisNexis Screening Solutions, Inc.*, Case No. 11-cv-1280-RWS-JSA, pending in the United States District Court for the Northern District of Georgia. To see the Amended Complaint, [click here](#).

## **2. What was LexisNexis’ response to the allegations?**

LexisNexis denies that it did anything wrong. LexisNexis says that when it sells consumer reports for employment purposes that contain negative information about the consumer, its policy is to notify the consumer of the report at the same time it provides the report to the user, in accordance with the FCRA. LexisNexis also says that its policy is to remove from its consumer reports information that the FCRA says must be excluded because it is more than seven years old. To see LexisNexis’ Answer to the Amended Complaint, [click here](#).

## **3. Why is this a class action?**

In a class action, one or more people, called Class Representatives (in this case, Danny R. Teagle), sue on behalf of people who have similar claims. All of the people with similar claims are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## **4. Why is there a settlement?**

The Court has not decided either side is right or wrong in this case. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the attorneys representing the Class think the settlement is best for all Class Members.

## **5. Why did Class Counsel recommend the settlement?**

Class Counsel recommended the settlement because they believe that the settlement provides substantial benefits to the Class Members. Class Counsel also recommended the settlement to avoid the risks of a lengthy trial and appeals process. If the case went to trial, there was a chance that Class Members would not receive anything.

## **6. How do I know if I am part of the settlement?**

You are a member of the Notice Class if:

- You were the subject of a consumer report LexisNexis sold to employers other than Wal-Mart and Target between April 20, 2006 and the date this settlement becomes effective;
- LexisNexis' Business Edition reports contained at least one record of adverse public-record information; and
- Due to technical reasons relating to the updating of criminal history information in LexisNexis' databases, LexisNexis failed to mail you a notice that it was furnishing the report to the user on the same day it provided the report to the user.

You are a member of the Obsolete Information Class if:

- You live in the United States and LexisNexis sold a background screening report for employment purposes about you for a position for which the annual salary was less than \$75,000; and
- Your LexisNexis report contained at least one record of any kind of criminal history information (other than a criminal conviction) that predates the report by more than seven years as a result of dismissals being reported to LexisNexis within the fields reserved for sentencing information rather than the field used for dispositions, between April 20, 2009 and the date this settlement becomes effective.

## **7. What benefits does the settlement provide?**

LexisNexis has agreed to pay each member of the Notice Class \$50 and each member of the Obsolete Information Class \$150. So long as you did not exclude yourself from the Class, this payment was mailed to you.

## **8. Who are the attorneys representing the Class?**

The Court decided that Michael A. Caddell of Caddell & Chapman, Houston, Texas and Mara McRae, McRae Brooks Warner, LLC, Atlanta, Georgia are qualified to represent you and all Class Members. Together they are called your "Class Counsel." They are experienced in handling similar consumer cases against other companies.

**9. Who represents me in the lawsuit?**

Class Counsel represent all Class Members in this lawsuit. If you are a Class Member, you are represented by Class Counsel. You will not be charged for these lawyers.

If you want to be represented by your own lawyer, you may hire one at your own expense.

**10. How much were Class Counsel and the Class Representatives paid?**

Class Counsel received a fee of \$350,000, which includes all legal fees, costs, and expenses for this case. You won't have to pay these fees and expenses, and their payment did not reduce the \$50 sent to Notice Class Members or the \$150 sent to Obsolete Information Class members.

The Court approved a \$5,000 Service Payment to the Class Representative for the time and resources he has put into representing the Classes. As with the Class Counsels' fees, cost, and expenses, Class Members will not owe or pay anything to the Class Representative.

**11. Who is paying Class Counsel and the Settlement Administrator?**

No Class Member will pay or buy anything under the terms of the proposed settlement. LexisNexis has paid the attorneys' fees, costs, and expenses of Class Counsel. LexisNexis is also paying the costs to administer the settlement and to provide notice to the Classes. LexisNexis' payments to Class Counsel and the Settlement Administrator have not reduced the \$50 sent to Notice Class Members or the \$150 sent to Obsolete Information Class members.

**12. May I exclude myself from the settlement?**

The time for requesting to be excluded from the settlement has past.

**13. What happened to any claims I may have had against LexisNexis?**

The court has approved the settlement agreement. Unless you excluded yourself from the settlement, you are bound by the releases set forth in the Settlement Agreement and you are not able to sue LexisNexis regarding the claims in the lawsuit.

**14. Are more details about the lawsuit and settlement available?**

This website provides only a summary of the settlement. More details regarding the settlement are available in a longer document called the Settlement Agreement. To see the Settlement Agreement, [click here](#).

For more information about this case, you may contact: Teagle Settlement Administrator, PO Box 12983, Birmingham, AL 35202-2983. You can also call 800-754-9649.

Please do not write or call the Judge or any court personnel concerning this lawsuit.

**15. Why was I sent a second check?**

Checks in the amount that LexisNexis owed under the Settlement Agreement were previously mailed to each Class Member. However, some Class Members did not cash their check before it expired. If you did not cash your check, LexisNexis mailed you a second check to give you another opportunity to receive the benefits of the settlement. If you do not cash the second check within 60 days of the date of issuance, the check will expire and no further checks will be mailed to you.