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12 Attorneys for Plaintiff

13 UNITED STATES DISTRICT COURT
14 FOR THE DISTRICT OF ARIZONA

15 LYDIA BULTEMEYER, on behalf of
16 herself and all others similarly situated,

17 Plaintiff,

18 vs.

19 CENTURYLINK, INC.,

20 Defendant.

Case No. 2:14-cv-02530-SPL

**NOTICE OF CLASS ACTION AND
CLASS MEMBERS' RIGHTS**

21 Complaint Filed: November 14, 2014

22 Trial Date: Not Yet Set

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1 **This Notice of Class Action and Class Members' Rights ("Notice") is given pursuant to**
2 **Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States**
3 **District Court for the District of Arizona (the "Court").**

4 **This is not an advertisement or a solicitation from a lawyer. You have not been sued.**

5 **PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE**
6 **AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED LAWSUIT**
7 **(the "Lawsuit"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS**
8 **WITH RESPECT TO THIS LAWSUIT, INCLUDING WHAT YOU MUST DO IF**
9 **YOU WISH TO EXCLUDE YOURSELF FROM THE LAWSUIT. IF YOU WISH TO**
10 **BE EXCLUDED, YOU MUST SUBMIT YOUR REQUEST FOR EXCLUSION ON**
11 **OR BEFORE FEBRUARY 21, 2024.**

12 TO: EVERY INDIVIDUAL IN THE UNITED STATES ABOUT WHOM
13 DEFENDANT CENTURYLINK OBTAINED A CONSUMER CREDIT REPORT
14 USING THE PERSONAL INFORMATION THE INDIVIDUAL ENTERED INTO
15 CENTURYLINK'S ECOMMERCE WEBSITE FROM NOVEMBER 14, 2012
16 THROUGH NOVEMBER 14, 2014 AND WHO DID NOT SIGN AN
17 ARBITRATION AGREEMENT OR CLASS ACTION WAIVER WITH
18 CENTURYLINK

19 The purpose of this Notice is to inform you that this Lawsuit has been certified as a class
20 action against Defendant CenturyLink Inc., now known as Lumen Technologies, Inc.
21 ("Defendant" or "Lumen").

22 You are receiving this Notice because Lumen's records show that you may be a "Class
23 Member."

24 **Please do not contact the Court regarding this Notice.** Inquiries concerning this Notice
25 or any other questions by Class Members should be directed to:

26 CenturyLink Class Action
27 c/o A.B. Data, Ltd.
28 P.O. Box 170500
Milwaukee, WI 53217
Telephone: 1-877-495-0951
E-mail: info@CenturyLinkClassAction.com
Website: www.CenturyLinkClassAction.com

Ms. Bultemeyer alleges that Lumen violated the Fair Credit Reporting Act, at 15 U.S.C. § 1681b(f), by obtaining consumers' credit reports without a permissible purpose. More specifically, she alleges that Lumen, as part of its online order process, impermissibly obtained consumers' credit reports automatically after step four of its ordering process and before such consumers submitted an order at step five. The Court has certified the case as a class action and appointed Ms. Bultemeyer as the class representative. Lumen denies the

1 allegations and claims and asserts numerous defenses, including that it had a permissible
2 purpose to obtain such consumers' credit reports.

3 The following table contains a summary of your rights and options regarding the Lawsuit.

4 YOUR LEGAL RIGHTS AND OPTIONS	
5 6 7 8 9 10 DO NOTHING	Stay in this Lawsuit. Await the outcome. Give up certain rights. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial on damages or a settlement. But you give up any rights to sue Lumen individually and seek damages for the same legal claims that are in this Lawsuit. Similarly, if you do nothing and Lumen wins at trial on damages, you will lose your claim covered by this Lawsuit.
11 12 13 14 15 16 EXCLUDE YOURSELF	Remove yourself from this class action. Get no benefits or money. Keep certain rights. If you wish to exclude yourself from the lawsuit, you must submit a written request by February 21, 2024 . If you exclude yourself, you will not be bound by the outcome of the Lawsuit whether by judgment or settlement. If amounts are recovered via either settlement or judgment, you will not be eligible for any payment. See questions 8-10.
17 18 APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. See questions 11-13.

19 These rights and options, and the deadlines to exercise them, are explained in this Notice.
20 The capitalized terms used in this Notice are as explained or defined herein.

21 The Court has appointed the lawyers listed below ("Class Counsel") to represent you and
22 the Class in this Lawsuit:

23 Russell S. Thompson, IV
24 Thompson Consumer Law Group, PC
25 11445 E Via Linda, Ste. 2 #492
26 Scottsdale, AZ 85259
27 602-388-8898
28 866-317-2674 facsimile
rthompson@ThompsonConsumerLaw.com

Andrew J. Brown
The Law Offices of Andrew J. Brown
501 W. Broadway, Ste. 1490
San Diego, CA 92101
619-501-6550
andrewb@thebrownlawfirm.com

Please regularly visit the website, www.CenturyLinkClassAction.com, for updates related to the lawsuit.

1 **BASIC INFORMATION**

2 **1. What Is a Class Action Lawsuit?**

3 A class action is a lawsuit in which one or more representative plaintiffs (in this case, Ms.
4 Bultemeyer) bring a lawsuit on behalf of themselves and other similarly situated persons
5 (*i.e.*, a class) who have similar claims against one or more defendants. The representative
6 plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to
make sure that the interests of all class members are adequately represented.

7 Importantly, class members are NOT individually responsible for payment of attorneys’ fees
8 or litigation expenses. In a class action, attorneys’ fees and litigation expenses are paid from
9 a settlement fund, a court-awarded judgment amount, or directly by the defendants, and such
payment must be approved by the court. If there is no recovery on behalf of the class, the
attorneys do not get paid.

10 Should a representative plaintiff enter into a settlement with a defendant on behalf of a class,
11 the court will require that the members of the class be given notice of the settlement and an
12 opportunity to be heard with respect to the settlement. The court then conducts a hearing
13 (called a Fairness Hearing) to determine, among other things, if the settlement is fair,
reasonable, and adequate.

14 **2. Why Did I Get This Notice?**

15 You received this Notice because you requested it or Lumen’s records indicate that you may
16 be a Class Member. As a potential Class Member, you have a right to know about the
17 Lawsuit and decide whether you wish to remain a Class Member. This Notice explains the
Lawsuit and your legal rights in connection with it.

18 **3. What Is This Lawsuit About?**

19 Ms. Bultemeyer brought this Lawsuit against Lumen, a company which provides internet,
20 telephone, and television services throughout the country. This Lawsuit arises out of
21 Lumen’s ecommerce website (the “Website”) through which consumers can seek such
services from Lumen.

22 The Lawsuit claims that, during the class period, Lumen’s Website’s online order process
23 involved five steps. On April 6, 2014, Ms. Bultemeyer accessed the Website and began an
24 online order for residential internet services. She completed the first four steps, including
25 entering her address and other personal information, selecting the requested services, and
26 clicking a checkbox indicating acceptance of terms and conditions. After step four, Lumen
27 automatically obtained Ms. Bultemeyer’s credit report, as it did for many consumers
28 between steps four and five. When Ms. Bultemeyer reached step five—which asked for
payment information and allowed for submitting an order for processing—she decided not
to place an order and did not complete step five. The Lawsuit seeks compensation for people,

1 like Ms. Bultemeyer, whose credit reports were impermissibly obtained between steps four
2 and five, and who did not sign an arbitration agreement or class action waiver with Lumen.

3 Lumen denies Ms. Bultemeyer’s allegations. Lumen further maintains that it has good and
4 meritorious defenses to the claims. More specifically, Lumen maintains that it had a
5 permissible purpose to obtain the credit reports of Ms. Bultemeyer and the Class Members
6 under 15 U.S.C. § 1681b(a)(3)(F)(i) because it had “a legitimate business need for the
7 information in connection with a business transaction . . . initiated by the consumer,” arguing
8 that each putative class member “initiated” a business transaction by completing the first
9 four steps of the order process.

4. What Is the History of This Lawsuit?

9 On November 14, 2014, Ms. Bultemeyer filed this putative class action alleging that Lumen
10 violated the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681b, by obtaining her credit
11 report, and those of putative class members, without a permissible purpose. (Doc. 1).¹
12 Lumen asserts that it did have a permissible purpose under § 1681b(a)(3)(F)(i) because it
13 had “a legitimate business need for the information in connection with a business transaction
14 . . . initiated by the consumer,” arguing that each putative class member “initiated” a business
15 transaction by completing the first four steps of the order process. (Doc. 30 ¶ 3–4).

16 The Court bifurcated the stages of this case, first allowing discovery and dispositive motions
17 on Ms. Bultemeyer’s individual claim before proceeding to the class certification phase.
18 (Doc. 34). After briefing of cross-motions for summary judgment (Docs. 64, 72), the Court
19 dismissed the case for lack of subject matter jurisdiction, finding that Ms. Bultemeyer
20 suffered no concrete injury and thus lacked standing. (Doc. 85). On appeal, the Ninth Circuit
21 reversed and remanded, holding that every violation of § 1681b violates a privacy interest
22 sufficient to confer standing. (Doc. 99). The Court subsequently denied the parties’ renewed
23 cross-motions for summary judgment (Docs. 109, 111), finding that there were material
24 issues of fact remaining as to whether Lumen had a permissible purpose for pulling Ms.
25 Bultemeyer’s credit report. (Doc. 116).

26 Following class discovery, Ms. Bultemeyer filed her first Motion to Certify Class. (Doc.
27 138). After full briefing and oral argument, on April 7, 2022, the Court denied the Motion
28 without prejudice. (Doc. 159). On April 22, 2022, Ms. Bultemeyer filed a Petition for
Permission to Appeal pursuant to Rule 23(f) with the Ninth Circuit, and the Lawsuit was
stayed pending the Ninth Circuit’s ruling. (Docs. 162, 165). On September 23, 2022, the
Ninth Circuit denied Ms. Bultemeyer’s Petition. (Doc. 169). The Court then lifted the stay
and set a deadline for Ms. Bultemeyer’s renewed class certification motion. (Doc. 170). In
accordance with that deadline, on October 17, 2022, Ms. Bultemeyer filed her renewed
motion, and the parties fully briefed the motion. (Docs. 171, 176, 177). On February 2, 2023,
the Court granted Ms. Bultemeyer’s Renewed Motion to Certify Class. (Doc. 178).

¹ All document citations (“Doc. #”) refers to the Court’s docket in this lawsuit.

1 On February 16, 2023, Lumen filed a Rule 23(f) Petition for Permission to Appeal) with the
2 Ninth Circuit, which the Ninth Circuit denied on March 31, 2023. (Docs. 179, 180).

3 **CLASS MEMBERSHIP**

4 **5. How Do I Know if I Am a Class Member?**

5 In the Order Granting Class Certification, the Court certified the following Class:

6 Every individual in the United States about whom Defendant CenturyLink
7 obtained a consumer credit report using the personal information the
8 individual entered into CenturyLink’s ecommerce website from November 14,
9 2012 through November 14, 2014 and who did not sign an arbitration
agreement or class action waiver with CenturyLink.

10 **6. I Am Still Not Sure if I Am Included in the Class.**

11 If you are still not sure whether you are included, you can ask for free help. You can call
12 toll-free 1-877-495-0951 or visit www.CenturyLinkClassAction.com for more information.

13 **7. What Do I Have to Do to Remain a Class Member?**

14 You do not have to do anything now if you want to keep the possibility of getting money or
15 benefits from this Lawsuit. By doing nothing, you stay in the Class. If you do nothing now,
16 regardless of whether Ms. Bultemeyer wins or loses at trial, you will not be able to sue, or
continue to sue, Lumen about the same legal claims that are the subject of this Lawsuit. You
will also be legally bound by all of the orders and judgments the Court issues in this case.

17 **EXCLUDING YOURSELF FROM THE LAWSUIT**

18 **8. Why Would I Ask to Be Excluded?**

19 If you already have a lawsuit against Lumen for similar claims and want to continue with it,
20 you need to ask to be excluded from the Class. If you exclude yourself from the Class –
21 sometimes called “opting-out” of the Class – you will not get any money or benefits from
22 this Lawsuit even if Ms. Bultemeyer wins damages at trial or there is a settlement. However,
23 you may be able to sue or continue to sue Lumen on your own. If you exclude yourself, you
24 will not be legally bound by any judgment in this Lawsuit. If you start your own lawsuit
25 against Lumen after you exclude yourself, you will have to seek damages in court, and you
26 may have to hire and pay for your own lawyer for that lawsuit. If you do exclude yourself
so you can start your own lawsuit against Lumen, you should talk to your own lawyer soon,
because your claim(s) may be subject to a statute of limitations or other time-sensitive
requirements.

27 **9. If I Exclude Myself, Can I Get Money From Any Settlement or Judgment?**

28 No. You will not get any money from any settlement or judgment if you exclude yourself

1 from this Lawsuit.

2 **10. How Do I Request to Be Excluded From the Class?**

3 You can exclude yourself by sending a written request to opt-out. You cannot opt-out
4 yourself by telephone. You must send an “Opt-Out Request” in the form of a letter sent by
5 U.S. Mail, or e-mail stating that you want to Opt-Out. You must include your name, address,
6 telephone number, and email address if you have one, and sign the Opt-Out Request letter.
7 You must submit proof of authorization to submit the Opt-Out Request, if submitted by an
8 authorized representative. You must submit your Opt-Out Request postmarked or time-
stamped by **February 21, 2024** by: mailing it to CenturyLink Class Action, c/o A.B. Data,
Ltd., P.O. Box 170500, Milwaukee, WI 53217, or e-mailing it to
info@CenturyLinkClassAction.com.

9 An Opt-Out Request that does not include all of the foregoing information, that does not
10 contain the proper signature, that is sent to an address other than the ones designated above,
11 or that is not sent within the time specified shall be invalid, and the person(s) filing such an
invalid request shall be a Class Member.

12 All persons who submit valid and timely Opt-Out Requests in the manner set forth above
13 shall have no rights under the Lawsuit and shall not be bound by any judgment or settlement.

14 **THE LAWYERS REPRESENTING YOU**

15 **11. Do I Have an Attorney?**

16 Yes. The Court has appointed Russell S. Thompson, IV and Andrew J. Brown to represent
17 you as “Class Counsel.” Their contact information is as follows:

18	Russell S. Thompson, IV	Andrew J. Brown
19	Thompson Consumer Law Group, PC	The Law Offices of Andrew J. Brown
20	11445 E Via Linda, Ste. 2 #492	501 W. Broadway, Ste. 1490
21	Scottsdale, AZ 85259	San Diego, CA 92101
	602-388-8898	619-501-6550
	rthompson@ThompsonConsumerLaw.com	andrewb@thebrownlawfirm.com

22 **12. Should I Get My Own Attorney?**

23 You do not need to hire your own lawyer because Class Counsel is working on your behalf.
24 But if you want your own lawyer, you may retain one at your expense. You can ask your
25 attorney to appear in Court for you if you want someone other than Class Counsel to speak
for you, at the Court’s discretion.

26 **13. How Will Class Counsel Be Paid?**

27 If Class Counsel obtain money or benefits for the Class through this Lawsuit, they will ask
28 the Court to award them attorney fees and expenses. You will not have to pay these fees and

1 expenses. If the Court grants Class Counsel’s request, the attorney fees and expenses would
2 either be deducted from any money obtained for the Class or paid separately by Lumen.
3 Class Counsel has not been paid any fees, nor reimbursed their expenses, for prosecuting
4 this case since it was filed in 2014.

4 TRIAL

5 **14. When Is the Trial?**

6 The trial has not yet been scheduled. You may obtain more information about the trial date
7 at www.CenturyLinkClassAction.com.

8 **15. Do I Have to Come to the Trial?**

9 You do not need to attend the trial. Class Counsel will present the case for Ms. Bultemeyer
10 and the Class, and Lumen will present its defenses. You or your own lawyer are welcome to
11 attend at your own expense.

12 **16. Will I Get Money After the Trial?**

13 If at some point Ms. Bultemeyer obtains money or benefits for the Class as a result of the
14 trial or a settlement, and you did not exclude yourself from the Class, you will be notified.
15 There could be post-trial proceedings and appeals. We do not know how long this will take,
16 and there is no guarantee.

17 **17. How Do I Get More Information?**

18 Continue to regularly visit the website, www.CenturyLinkClassAction.com, where you will
19 find the Court’s Order and Opinion certifying the Class, Ms. Bultemeyer’s Class Action
20 Complaint, Lumen’s Answer to the Complaint, as well as other Court filings. You may also
21 contact Class Counsel directly.

22 *******Please do not contact the Court or the Clerk’s Office regarding this Notice or
23 for additional information.*******

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