

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended March 31, 2007

OR

Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission file number: 001-31666

FIRST ADVANTAGE CORPORATION

(Exact name of registrant as specified in its charter)

Incorporated in Delaware

(State or other jurisdiction of incorporation or organization)

61-1437565

(I.R.S. Employer Identification Number)

100 Carillon Parkway

St. Petersburg, Florida 33716

(Address of principal executive offices, including zip code)

(727) 214-3411

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports) Yes No and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act (check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b 2). Yes No

There were 11,239,222 shares of outstanding Class A Common Stock of the registrant as of April 30, 2007.

There were 47,726,521 shares of outstanding Class B Common Stock of the registrant as of April 30, 2007.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

[Table of Contents](#)**First Advantage Corporation****Consolidated Balance Sheets (Unaudited)**

(in thousands)

	March 31, 2007	December 31, 2006
Assets		
Current assets:		
Cash and cash equivalents	\$ 36,305	\$ 31,941
Accounts receivable (less allowance for doubtful accounts of \$7,057 and \$6,487 in 2007 and 2006, respectively)	142,819	138,563
Prepaid expenses and other current assets	9,742	10,182
Income tax receivable	5,555	6,155
Deferred income tax asset	12,737	12,051
Total current assets	207,158	198,892
Property and equipment, net	72,956	68,931
Goodwill	681,753	650,124
Customer lists, net	72,524	74,419
Other intangible assets, net	26,872	28,324
Database development costs, net	10,917	10,640
Investment in equity investee	55,781	55,001
Other assets	4,175	3,592
Total assets	<u>\$ 1,132,136</u>	<u>\$ 1,089,923</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 46,579	\$ 46,281
Accrued compensation	34,571	35,299
Accrued liabilities	18,990	21,286
Deferred income	8,514	8,462
Due to affiliates	3,925	4,776
Current portion of long-term debt and capital leases	18,807	20,794
Total current liabilities	131,386	136,898
Long-term debt and capital leases, net of current portion	192,977	179,531
Deferred income tax liability	52,650	44,802
Other liabilities	5,438	5,338
Total liabilities	<u>382,451</u>	<u>366,569</u>
Minority interest	50,547	48,413
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$.001 par value; 1,000 shares authorized, no shares issued or outstanding	—	—
Class A common stock, \$.001 par value; 125,000 shares authorized; 10,846 and 10,452 shares issued and outstanding as of March 31, 2007 and December 31, 2006, respectively	11	10
Class B common stock, \$.001 par value; 75,000 shares authorized; 47,727 shares issued and outstanding as of March 31, 2007 and December 31, 2006	48	48
Additional paid-in capital	469,144	455,657
Retained earnings	228,881	218,566
Accumulated other comprehensive income	1,054	660
Total stockholders' equity	<u>699,138</u>	<u>674,941</u>
Total liabilities and stockholders' equity	<u>\$ 1,132,136</u>	<u>\$ 1,089,923</u>

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)**First Advantage Corporation****Consolidated Statements of Income and Comprehensive Income (Unaudited)***(in thousands, except per share amounts)*

	For the Three Months Ended March 31,	
	2007	2006
Service revenue	\$ 201,887	\$ 181,219
Reimbursed government fee revenue	14,201	13,129
Total revenue	216,088	194,348
Cost of service revenue	61,188	56,589
Government fees paid	14,201	13,129
Total cost of service	75,389	69,718
Gross margin	140,699	124,630
Salaries and benefits	73,970	58,634
Facilities and telecommunications	8,025	7,051
Other operating expenses	26,249	22,551
Depreciation and amortization	10,445	9,210
Total operating expenses	118,689	97,446
Income from operations	22,010	27,184
Other (expense) income:		
Interest expense	(3,226)	(3,241)
Interest income	341	140
Total other (expense), net	(2,885)	(3,101)
Equity in earnings of investee	780	109
Income before income taxes and minority interest	19,905	24,192
Provision for income taxes	8,102	10,500
Income before minority interest	11,803	13,692
Minority interest	560	947
Net income	11,243	12,745
Other comprehensive income (loss), net of tax:		
Foreign currency translation adjustments	394	(19)
Comprehensive income	\$ 11,637	\$ 12,726
Per share amounts:		
Basic	\$ 0.19	\$ 0.23
Diluted	\$ 0.19	\$ 0.22
Weighted-average common shares outstanding:		
Basic	58,371	55,997
Diluted	58,888	57,833

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)**First Advantage Corporation****Consolidated Statement of Changes in Stockholders' Equity
For the Three Months Ended March 31, 2007 (Unaudited)**

<i>(in thousands)</i>	<u>Common Stock Shares</u>	<u>Common Stock Amount</u>	<u>Additional Paid-in Capital</u>	<u>Accumulated Other Comprehensive Income</u>	<u>Retained Earnings</u>	<u>Total</u>
Balance at December 31, 2006	58,179	\$ 58	\$ 455,657	\$ 660	\$ 218,566	\$ 674,941
Cumulative effect of the adoption of FIN 48					(928)	(928)
Net income					11,243	11,243
Class A Shares issued in connection with prior year acquisitions	66		1,645			1,645
Class A Shares issued in connection with share based compensation	328	1	7,468			7,469
Tax benefit related to stock options			184			184
Share based compensation			4,190			4,190
Other comprehensive income				394		394
Balance at March 31, 2007	<u>58,573</u>	<u>\$ 59</u>	<u>\$ 469,144</u>	<u>\$ 1,054</u>	<u>\$ 228,881</u>	<u>\$ 699,138</u>

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)**First Advantage Corporation****Consolidated Statements of Cash Flows****For the Three Months Ended March 31, 2007 and 2006 (Unaudited)**

<i>(in thousands)</i>	For the Three Months Ended	
	March 31,	
	2007	2006
Cash flows from operating activities:		
Net income	\$ 11,243	\$ 12,745
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	10,445	9,210
Bad debt expense	1,898	776
Share based compensation	6,057	2,850
Minority interests in net income	560	947
Equity in earnings of investee	(780)	(109)
Deferred income tax	6,019	1,191
Change in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(5,089)	(11,100)
Prepaid expenses and other current assets	441	(558)
Other assets	(570)	487
Accounts payable	253	(962)
Accrued liabilities	(7,341)	(3,253)
Deferred income	(376)	(558)
Due from affiliates	(874)	(480)
Net change in income tax accounts	219	6,490
Accrued compensation and other liabilities	2,972	3,719
Net cash provided by operating activities	<u>25,077</u>	<u>21,395</u>
Cash flows from investing activities:		
Database development costs	(1,027)	(1,081)
Purchases of property and equipment	(9,274)	(4,962)
Cash paid for acquisitions	(23,268)	(7,871)
Cash balance of companies acquired	120	381
Net cash used in investing activities	<u>(33,449)</u>	<u>(13,533)</u>
Cash flows from financing activities:		
Proceeds from long-term debt	32,279	5,633
Repayment of long-term debt	(24,193)	(17,743)
Cash contributions from First American to Leadclick LLC	3,785	—
Proceeds from class A shares issued in connection with stock option plan and employee stock purchase plan	1,950	669
Distributions to minority interest shareholders	(1,091)	—
Net cash provided by (used in) financing activities	<u>12,730</u>	<u>(11,441)</u>
Effect of exchange rates on cash	6	(2)
Increase (decrease) in cash and cash equivalents	4,364	(3,581)
Cash and cash equivalents at beginning of period	31,941	28,380
Cash and cash equivalents at end of period	<u>\$ 36,305</u>	<u>\$ 24,799</u>

The accompanying notes are an integral part of these consolidated financial statements.

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First Advantage Corporation

Consolidated Statements of Cash Flows

For the Three Months Ended March 31, 2007 and 2006 (Unaudited)

	For the Three Months Ended March 31,	
	2007	2006
Supplemental disclosures of cash flow information:		
Cash paid for interest	\$ 3,237	\$ 2,635
Cash paid for income taxes	\$ 1,842	\$ 2,859
Non-cash investing and financing activities:		
Class A shares issued in connection with prior year acquisitions	\$ 1,645	\$ 1,233
Notes issued in connection with acquisitions	\$ 3,373	\$ 1,000
Class A shares issued for share based compensation	\$ 4,885	\$ 381

The accompanying notes are an integral part of these consolidated financial statements.

First Advantage Corporation

**Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

1. Organization and Nature of Business

First Advantage Corporation (the "Company" or "First Advantage") is a global risk mitigation and business solutions provider and operates in six primary business segments: Lender Services, Data Services, Dealer Services, Employer Services, Multifamily Services, and Investigative and Litigation Support Services.

The First American Corporation and affiliates ("First American") own approximately 81% of the shares of capital stock of the Company as of March 31, 2007. The Class B common stock owned by First American is entitled to ten votes per share on all matters presented to the stockholders for vote.

On March 1, 2007, John Long submitted his resignation as the Chief Executive Officer and as a director of the Company, effective as of March 30, 2007. In connection with his resignation from the Company, Mr. Long and First Advantage entered into a Transition Agreement dated as of March 2, 2007. The Transition Agreement provides that Mr. Long will receive cash severance of \$4.4 million to be paid in two equal installments between April 2007 and March 2008. In addition, Mr. Long will receive an acceleration of his unvested options and two separate restricted stock

First Advantage Corporation

**Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

awards, effective March 30, 2007. An additional restricted stock award made to Mr. Long will vest during the term of restrictive covenants set forth in the Transition Agreement. Restricted stock units, previously granted to Mr. Long, will continue to vest according to the terms of First Advantage's 2003 Incentive Compensation Plan. Based on the recommendation of the Compensation Committee, the Transition Agreement was approved by First Advantage's board of directors on March 1, 2007. In connection with the Transition Agreement, First Advantage recorded compensation expense of \$8.0 million in the quarter ending March 31, 2007 (included in salaries and benefits in the accompanying Consolidated Statements of Income and Comprehensive Income), reflecting the value of the cash severance payment of \$4.4 million and the value of the previously unvested restricted stock, restricted stock units and stock options. The \$8.0 million of compensation expense reduced net income for the quarter ending March 31, 2007 by \$4.7 million or 8 cents per diluted share.

2. Summary of Significant Accounting Policies

Basis of Presentation

The consolidated financial information included in this report has been prepared in accordance with the instructions to Form 10-Q and does not include all of the information and notes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments are of a normal recurring nature and are considered necessary for a fair statement of the results for the interim period. The year end balance data was derived from audited financial statements, but does not include all disclosures required by generally accepted accounting principles. This report should be read in conjunction with the Company's Annual Report on Form 10-K for the year ended December 31, 2006 filed with the Securities and Exchange Commission.

First Advantage completed one acquisition during the first quarter of 2007. The Company's operating results for the three months ended March 31, 2007 include results for the acquired entity from the date of acquisition.

Operating results for the three months ended March 31, 2007 and 2006 are not necessarily indicative of the results that may be expected for the entire fiscal year.

As of March 31, 2007, the Company's significant accounting policies and estimates, which are detailed in the Company's Annual Report on Form 10-K for the year ended December 31, 2006, have not changed from December 31, 2006.

Recent Accounting Pronouncements

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157 "Fair Value Measurements" (SFAS 157). SFAS 157 defines fair value, establishes a framework for measuring fair value within generally accepted accounting principles (GAAP), and expands disclosure requirements regarding fair value measurements. The provisions for SFAS 157 are effective for fiscal years ending after November 15, 2007, and interim periods within those fiscal years.

First Advantage Corporation**Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)****3. Acquisitions**

During the first quarter of 2007, the Company completed one acquisition for \$4.5 million in cash and notes. In addition, the Company paid consideration of \$28.1 million related to earnout provisions from prior year acquisitions and an additional purchase of a portion of minority interests in LeadClick Media Inc.

The aggregate purchase price of the acquisition and the earnouts completed during 2007 is as follows:

<i>(in thousands)</i>	
Cash	\$23,268
Notes payable	3,373
Deferred payments	5,947
Purchase price	<u>\$32,588</u>

The preliminary allocation of the aggregate purchase price of this acquisition and the earnouts are as follows:

<i>(in thousands)</i>	
Goodwill	\$31,156
Identifiable intangible assets	880
Net assets acquired	<u>552</u>
	<u>\$32,588</u>

The changes in the carrying amount of goodwill, by operating segment, are as follows for the three months ended March 31, 2007:

<i>(in thousands)</i>	Balance at December 31, 2006	Acquisitions and Earnouts	Adjustments to net assets acquired	Balance at March 31, 2007
Lender Services	\$ 46,800	—	—	\$ 46,800
Data Services	218,248	12,814	(1,120)	229,942
Dealer Services	55,995	—	—	55,995
Employer Services	224,012	17,342	1,593	242,947
Multifamily Services	48,100	1,000	—	49,100
Investigative and Litigation Support Services	56,969	—	—	56,969
Consolidated	<u>\$ 650,124</u>	<u>\$ 31,156</u>	<u>\$ 473</u>	<u>\$ 681,753</u>

The adjustments to net assets acquired represent post acquisition adjustments for those companies not acquired in the period.

[Table of Contents](#)**First Advantage Corporation****Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

Unaudited pro forma results of operations assuming all the acquisitions were consummated on January 1, 2006 are as follows:

(in thousands, except per share amounts)

	For the Three Months Ended March 31,	
	2007	2006
Total revenue	\$ 216,371	\$ 204,834
Net income	\$ 11,192	\$ 13,479
Earnings per share:		
Basic	\$ 0.19	\$ 0.23
Diluted	\$ 0.19	\$ 0.23
Weighted-average common shares outstanding:		
Basic	58,377	58,060
Diluted	58,894	58,411

4. Goodwill and Intangible Assets

In accordance with Statement of Financial Accounting Standards (“SFAS”) No.142, “Goodwill and Other Intangible Assets,” the Company will complete the goodwill impairment test for all reporting units. The Company will complete the goodwill impairment test for all reporting units in the fourth quarter of 2007 (using the September 30 valuation date). There have been no impairments of goodwill during the three months ended March 31, 2007.

Goodwill and other intangible assets for the periods as of March 31, 2007 and December 31, 2006 are as follows:

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March 31, 2007 and 2006 (Unaudited)**

<i>(in thousands)</i>	<u>March 31, 2007</u>	<u>December 31, 2006</u>
Goodwill	\$ 681,753	\$ 650,124
Customer lists	\$ 97,794	\$ 96,917
Less accumulated amortization	(25,270)	(22,498)
Customer lists, net	\$ 72,524	\$ 74,419
Other intangible assets:		
Noncompete agreements	\$ 14,529	\$ 15,084
Trade names	21,610	21,607
	36,139	36,691
Less accumulated amortization	(9,267)	(8,367)
Other intangible assets, net	\$ 26,872	\$ 28,324

Amortization of customer lists and other intangible assets totaled approximately \$4.2 million and \$3.9 million for the three months ended March 31, 2007 and 2006, respectively. Estimated amortization expense relating to intangible asset balances as of March 31, 2007, is expected to be as follows over the next five years:

<i>(in thousands)</i>	
2007	\$12,344
2008	\$15,911
2009	15,043
2010	14,119
2011	11,192
Thereafter	30,787
	<u>\$99,396</u>

[Table of Contents](#)**First Advantage Corporation****Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

The changes in the carrying amount of identifiable intangible assets are as follows for the three months ended March 31, 2007:

<i>(in thousands)</i>	<u>Other Intangible Assets</u>	<u>Customer Lists</u>
Balance, at December 31, 2006	\$ 28,324	\$74,419
Acquisitions	—	880
Adjustments	4	—
Amortization	(1,456)	(2,775)
Balance, at March 31, 2007	<u>\$ 26,872</u>	<u>\$72,524</u>

5. Debt

Long-term debt consists of the following at March 31, 2007:

(in thousands, except percentages)

Acquisition notes:

Weighted average interest rate of 6.56% with maturities through 2010 \$ 47,481

Bank notes:

\$225 million Secured Credit Facility, interest at 30-day LIBOR plus 1.25% (6.57% and 5.99% at March 31, 2007 and 2006, respectively), matures September 2010 164,000

Capital leases and other debt:

Various interest rates with maturities through 2009 303

Total long-term debt and capital leases 211,784

Less current portion of long-term debt and capital leases 18,807

Long-term debt and capital leases, net of current portion \$192,977

At March 31, 2007, the Company was in compliance with the financial covenants of its loan agreement.

[Table of Contents](#)**First Advantage Corporation****Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)****6. Earnings Per Share**

A reconciliation of earnings per share and weighted-average shares outstanding is as follows:

(in thousands, except per share amounts)

	Three Months Ended March 31,	
	2007	2006
Net Income - numerator for basic and fully diluted earnings per share	\$ 11,243	\$ 12,745
Denominator:		
Weighted-average shares for basic earnings per share	58,371	55,997
Effect of restricted stock	181	19
Effect of contingent shares related to DealerTrack	—	1,485
Effect of dilutive securities - employee stock options and warrants	336	332
Denominator for diluted earnings per share	<u>58,888</u>	<u>57,833</u>
Earnings per share:		
Basic	\$ 0.19	\$ 0.23
Diluted	\$ 0.19	\$ 0.22

For the three months ended March 31, 2007 and 2006, options and warrants totaling 1,709,617 and 815,251, respectively, were excluded from the weighted average diluted shares outstanding, as they were antidilutive.

7. Share-Based Compensation

At March 31, 2007, there are 5,751,425 stock options to purchase shares of the Company's common stock, 356,660 restricted stock awards, and 45,941 restricted stock units granted under the First Advantage Corporation 2003 Incentive Compensation Plan. Share-based grants generally vest over three years at a rate of 33.4% for the first year and 33.3% for each of the two following years. The option grants expire ten years after the grant date. As of January 1, 2006, the Company accounts for these share-based grants in accordance with SFAS No.123R, which requires that the cost resulting from all share-based payment transactions, be recognized in the financial statements. Share-based compensation for the first quarter of 2007 and 2006 was approximately \$6.1 and \$2.9 million, respectively.

Warrants and Options to Purchase Class A Common Stock

[Table of Contents](#)**First Advantage Corporation****Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

The Company had outstanding warrants to purchase up to 47,994 shares of its common stock at exercise prices ranging from \$0.25 to \$22.50 per share as of March 31, 2007. The weighted average remaining contractual life in years for the warrants outstanding is 3.26 and the weighted average exercise price is \$14.01.

Stock option activity under the Company's stock plan since December 31, 2006 is summarized as follows:

<i>(in thousands)</i>	<u>Number of Shares</u>	<u>Weighted Average Exercise Price</u>
Options outstanding at December 31, 2006	4,201	\$ 21.89
Options granted	721	\$ 26.56
Options exercised	(97)	\$ 15.98
Options canceled	(64)	\$ 22.75
Options outstanding at March 31, 2007	<u>4,761</u>	<u>\$ 22.66</u>
Options exercisable, end of the quarter	<u>2,761</u>	<u>\$ 21.14</u>

The following table summarizes information about stock options outstanding at March 31, 2007:

First Advantage Corporation**Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Shares	Weighted Avg Remaining Contractual Life in Years	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
\$ 7.00 - \$ 12.50	13	4.4	\$10.34	13	\$10.34
\$12.51 - \$ 25.00	3,434	6.1	\$20.82	2,505	\$20.26
\$25.01 - \$ 50.00	1,303	9.1	\$27.06	232	\$27.94
\$50.01 - \$242.25	11	3.3	\$89.20	11	\$89.20
	<u>4,761</u>			<u>2,761</u>	

8. Income Taxes

The Company or one of its subsidiaries files income tax returns in the U.S. federal jurisdiction, various state jurisdictions, and foreign jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal examinations by tax authorities for years before 2003 and state and local, or non-U.S. income tax examinations by tax authorities for years before 2002.

The Company adopted the provisions of Financial Accounting Standards Board ("FASB") Interpretation No. 48, "Accounting for Uncertainty in Income Taxes - an interpretation of FASB statement No. 109" ("FIN 48"), on January 1, 2007. As a result of the implementation of FIN 48, the Company recognized an approximately \$.2 million increase in the liability for unrecognized tax benefits as well as approximately \$.7 million increase in the liability for related penalties and interest. The increase in unrecognized tax benefits and related interest and penalties was accounted for as a reduction to the January 1, 2007 balance of retained earnings.

As of January 1, 2007, the Company has a \$.8 million total liability recorded for unrecognized tax benefits as well as a \$.7 million of total liability for income tax related penalties and interest. The total amount of unrecognized tax benefits that, if recognized, would affect the effective tax rate is \$.8 million. The majority of the unrecognized tax benefits and associated interest and penalties relates to foreign operations. The Company does not currently anticipate that the total amount of unrecognized tax benefits will significantly increase or decrease by the end of 2007.

First Advantage Corporation

**Notes to Consolidated Financial Statements
March 31, 2007 and 2006 (Unaudited)**

9. Segment Information

The Company operates in six primary business segments: Lender Services, Data Services, Dealer Services, Employer Services, Multifamily Services, and Investigative and Litigation Support Services.

The Lender Services segment offers lenders credit reporting solutions for mortgage and home equity needs.

The Data Services segment includes business lines that provide transportation credit reporting, motor vehicle record reporting, fleet management, supply chain theft and damage mitigation consulting, consumer location, criminal records reselling, subprime credit reporting, consumer credit reporting services, and lead generation services. Revenue for the Data Services segment includes \$1.2 million and \$1.1 million of inter-segment sales for the three months ended March 31, 2007 and 2006, respectively.

The Dealer Services business segment serves the automotive dealer marketplace by delivering consolidated consumer credit reports, credit automation software and lead generation services.

The Employer Services segment includes employment background screening, occupational health services, tax incentive services and hiring solutions. Products and services relating to employment background screening include criminal records searches, employment and education verification, social security number verification and credit reporting. Occupational health services include drug-free workplace programs, physical examinations and employee assistance programs. Hiring solutions include applicant tracking software and recruiting services. Tax incentive services include services related to the administration of employment-based and location-based tax credit and incentive programs, sales and use tax programs and fleet asset management programs. The professional employer organization provides companies with comprehensive outsourced management of payroll and human resource management. Revenue for the Employer Services segment includes \$.4 million and \$.3 million of inter-segment sales for the three month periods ended March 31, 2007 and 2006.

The Multifamily Services segment includes resident screening and software services. Resident screening services include criminal background and eviction searches, credit reporting, employment verification and lease performance and payment histories.

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March 31, 2007 and 2006 (Unaudited)**

Revenue for the Multifamily Services segment includes \$.1 million of inter-segment sales for each of the three month periods ended March 31, 2007 and 2006, respectively.

The Investigative and Litigation Support Services segment includes all investigative services. Products and services offered by the Investigative and Litigation Support Services segment includes surveillance services, field interviews, computer forensics, electronic discovery, due diligence reports and other high level investigations.

The elimination of intra-segment revenue and cost of service revenue is included in Corporate. These transactions are recorded at cost.

International operations are included in the Employer Services segment and include revenue of \$8.7 million and \$3.4 million for the three months ended March 31, 2007 and 2006, respectively.

The following table sets forth segment information for the three months ended March 31, 2007 and 2006.

(in thousands)

	<u>Service Revenue</u>	<u>Depreciation and Amortization</u>	<u>Income (Loss) From Operations</u>	<u>Assets</u>
Three Months Ended March 31, 2007				
Lender Services	\$ 45,637	\$ 1,648	\$ 12,656	\$ 79,877
Data Services	40,042	2,850	11,721	330,300
Dealer Services	29,767	726	3,512	117,326
Employer Services	54,698	2,468	5,111	363,110
Multifamily Services	17,605	1,170	4,314	83,792
Investigative and Litigation Support Services	15,298	926	2,186	87,630
Corporate and Eliminations	(1,160)	657	(17,490)	70,101
Consolidated	<u>\$201,887</u>	<u>\$ 10,445</u>	<u>\$ 22,010</u>	<u>\$1,132,136</u>
Three Months Ended March 31, 2006				
Lender Services	\$ 45,302	\$ 1,758	\$ 13,481	\$ 80,214
Data Services	35,881	3,010	9,635	317,678
Dealer Services	29,629	688	3,928	114,652
Employer Services	39,662	1,612	2,338	275,432
Multifamily Services	16,693	1,137	3,204	76,197
Investigative and Litigation Support Services	15,046	751	3,069	83,646
Corporate and Eliminations	(994)	254	(8,471)	51,124
Consolidated	<u>\$181,219</u>	<u>\$ 9,210</u>	<u>\$ 27,184</u>	<u>\$ 998,943</u>

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Note of Caution Regarding Forward Looking Statements

Certain statements in this quarterly report on Form 10-Q relate to future results of the Company and are considered “forward-looking statements”. These statements, which may be expressed in a variety of ways, including the use of future or present tense language, relate to among other things, sufficiency and availability of cash flows and other sources of liquidity, current levels of operations, anticipated growth, future market positions, synergies from integration, ability to execute its growth strategy, levels of capital expenditures and ability to satisfy current debt. These forward-looking statements, and others forward-looking statements contained in other public disclosures of the Company are based on assumptions that involve risks and uncertainties, and that are subject to change based on various important factors (some of which are beyond the Company’s control). Risks and uncertainties exist that may cause results to differ materially from those set forth in these forward-looking statements. Factors that could cause the anticipated results to differ from those described in the forward-looking statements include: general volatility of the capital markets and the market price of the Company’s Class A common stock; the Company’s ability to successfully raise capital; the Company’s ability to identify and complete acquisitions and to successfully integrate businesses it acquires; changes in applicable government regulations; the degree and nature of the Company’s competition; increases in the Company’s expenses; continued consolidation among the Company’s competitors and customers; unanticipated technological changes and requirements; the Company’s ability to identify suppliers of quality and cost-effective data; and other factors described in this quarterly report on Form 10-Q. Actual results may differ materially from those expressed or implied as a result of these risks and uncertainties. The forward-looking statements speak only as of the date they are made. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made.

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS**

Overview

First Advantage Corporation (Nasdaq: FADV) ("First Advantage" or the "Company") is a global risk mitigation, screening services and credit reporting to enterprise and consumer customers. The Company operates in six primary business segments: Lender Services, Data Services, Dealer Services, Employer Services, Multifamily Services, and Investigative & Litigation Support Services. First Advantage is headquartered in St. Petersburg, Florida, and has approximately 4,800 employees in offices throughout the United States and abroad. For the three months ended March 31, 2007, First Advantage has acquired one company, which is included in the Employer Services segment.

Operating results for the three months ended March 31, 2007 included total service revenue of \$201.9 million, representing an increase of 11.4% over the same period in 2006, with 5.3% of that growth being organic growth. Operating income for the three months ended March 31, 2007 was \$22.0 million. Operating income decreased \$5.2 million for the three months ended March 31, 2007 in comparison to the same period in 2006. In connection with the former CEO's Transition Agreement, First Advantage recorded compensation expense of \$8.0 million in the quarter ending March 31, 2007 (included in salaries and benefits in the accompanying Consolidated Statements of Income and Comprehensive Income), reflecting the value of the cash severance payment of \$4.4 million and the value of the previously unvested restricted stock, restricted stock units and stock options. The \$8.0 million of compensation expense reduced net income for the quarter ending March 31, 2007 by \$4.7 million or 8 cents per diluted share.

Critical Accounting Policies and Estimates

Critical accounting policies are those policies used in the preparation of the company's financial statements that require management to make estimates and judgments that affect the reported amounts of certain assets, liabilities, revenues, expenses and related disclosure of contingencies. A summary of these policies can be found in Management's Discussion and Analysis in the Company's Annual Report on Form 10-K for year ended December 31, 2006.

Recent Accounting Pronouncements

In September 2006, the FASB issued Statement of Financial Accounting Standards No. 157 "Fair Value Measurements" (SFAS 157). SFAS 157 defines fair value, establishes a framework for measuring fair value within generally accepted accounting principles (GAAP), and expands disclosure requirements regarding fair value measurements. The provisions for SFAS 157 are effective for fiscal years ending after November 15, 2007, and interim periods within those fiscal years.

The following is a summary of the operating results by the Company's business segments for the three months ended March 31, 2007 and March 31, 2006.

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(in thousands, except percentages)

Three Months Ended March 31, 2007	Lender Services	Data Services	Dealer Services	Employer Services	Multifamily Services	Invest/Litigation Support Services	Corporate	Total
Service revenue	\$45,637	\$40,042	\$29,767	\$54,698	\$ 17,605	\$ 15,298	\$ (1,160)	\$201,887
Reimbursed government fee revenue	—	12,188	—	2,913	—	—	(900)	14,201
Total revenue	45,637	52,230	29,767	57,611	17,605	15,298	(2,060)	216,088
Cost of service revenue	15,603	11,071	15,554	15,813	1,554	2,477	(884)	61,188
Government fees paid	—	12,188	—	2,913	—	—	(900)	14,201
Total cost of service	15,603	23,259	15,554	18,726	1,554	2,477	(1,784)	75,389
Gross margin	30,034	28,971	14,213	38,885	16,051	12,821	(276)	140,699
Salaries and benefits	12,931	6,394	4,209	21,076	6,913	6,887	15,560	73,970
Facilities and telecommunications	1,946	832	434	2,343	935	535	1,000	8,025
Other operating expenses	853	7,174	5,332	7,887	2,719	2,287	(3)	26,249
Depreciation and amortization	1,648	2,850	726	2,468	1,170	926	657	10,445
Income (loss) from operations	<u>\$12,656</u>	<u>\$11,721</u>	<u>\$ 3,512</u>	<u>\$ 5,111</u>	<u>\$ 4,314</u>	<u>\$ 2,186</u>	<u>\$(17,490)</u>	<u>\$ 22,010</u>
Operating margin percentage	27.7%	29.3%	11.8%	9.3%	24.5%	14.3%	N/A	10.9%

Three Months Ended March 31, 2006	Lender Services	Data Services	Dealer Services	Employer Services	Multifamily Services	Invest/Litigation Support Services	Corporate	Total
Service revenue	\$45,302	\$35,881	\$29,629	\$39,662	\$ 16,693	\$ 15,046	\$ (994)	\$181,219
Reimbursed government fee revenue	—	11,156	—	2,680	—	—	(707)	13,129
Total revenue	45,302	47,037	29,629	42,342	16,693	15,046	(1,701)	194,348
Cost of service revenue	15,051	10,674	15,726	11,399	1,567	3,075	(903)	56,589
Government fees paid	—	11,156	—	2,680	—	—	(707)	13,129
Total cost of service	15,051	21,830	15,726	14,079	1,567	3,075	(1,610)	69,718
Gross margin	30,251	25,207	13,903	28,263	15,126	11,971	(91)	124,630
Salaries and benefits	12,696	5,766	4,374	15,991	6,874	5,886	7,047	58,634
Facilities and telecommunications	1,853	713	379	1,838	897	423	948	7,051
Other operating expenses	463	6,083	4,534	6,484	3,014	1,842	131	22,551
Depreciation and amortization	1,758	3,010	688	1,612	1,137	751	254	9,210
Income (loss) from operations	<u>\$13,481</u>	<u>\$ 9,635</u>	<u>\$ 3,928</u>	<u>\$ 2,338</u>	<u>\$ 3,204</u>	<u>\$ 3,069</u>	<u>\$(8,471)</u>	<u>\$ 27,184</u>
Operating margin percentage	29.8%	26.9%	13.3%	5.9%	19.2%	20.4%	N/A	15.0%

Lender Services Segment

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Service revenue was \$45.6 million for the three months ended March 31, 2007, an increase of \$.3 million compared to service revenue of \$45.3 million for the three months ended March 31, 2006. Revenue from new products and services accounted for the increase.

Cost of service revenue was \$15.6 million for the three months ended March 31, 2007, an increase of \$.5 million compared to cost of service revenue of \$15.1 million in the same period of 2006. An increase in credit data costs accounted for the increase in the cost of service revenue.

Salaries and benefits increased by \$.2 million. Salaries and benefits were 28.3% of service revenue in the first quarter of 2007 compared to 28.0% during the same period in 2006. Salaries and benefits expense increased due to an increase in benefit costs.

Facilities and telecommunication expenses were flat compared to the same period in 2006. Facilities and telecommunication expense were 4.3% of service revenue in the first quarter of 2007 compared to 4.1% in the first quarter of 2006.

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Other operating expenses increased by \$.4 million. Other operating expenses were 1.9% of service revenue in the first quarter of 2007 compared to 1.0% for the same period of 2006. The change in 2007 is primarily due to an increase in bad debt expense and costs related to increased offshoring activities, partially offset by an increase in the amounts allocated to other segments for shared services and product development initiatives.

Depreciation and amortization decreased by \$.1 million. Depreciation and amortization was 3.6% of service revenue during the first quarter of 2007 compared to 3.9% in the same period in 2006. The decrease is primarily due to certain fixed assets and intangibles becoming fully depreciated.

Income from operations was \$12.7 million for the three months ended March 2007 compared to \$13.5 million in the same period of 2006. The operating margin percentage decreased from 29.8% to 27.7% primarily due to higher cost of service revenue, benefit costs, overseas operations, and bad debt expense.

Data Services Segment

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Total service revenue was \$40.0 million for the three months ended March 31, 2007, an increase of \$4.1 million compared to service revenue of \$35.9 million in the same period of 2006. This segment has experienced 11.6% of organic growth primarily due to the expansion of the existing customer base and the sale of new products and services.

Cost of service revenue was \$11.1 million for the three months ended March 31, 2007, an increase of \$.4 million compared to cost of service revenue of \$10.7 million in the same period of 2006.

Salaries and benefits increased by \$.6 million. Salaries and benefits were approximately 16.0% of service revenue in the first quarter of 2007 and 2006. The increase is primarily due to increased staffing levels and related salaries and benefit costs needed to support the growth of the businesses.

Facilities and telecommunication expenses for the first quarter of 2007 were comparable to the same period in 2006. Facilities and telecommunication expenses were approximately 2.0% of service revenue in the first quarter of 2007 and 2006.

Other operating expenses increased by \$1.1 million. Other operating expenses were 17.9% of service revenue in the first quarter of 2007 and 17.0% in the first quarter of 2006. The increase is largely attributable to bad debt expense and increased allocations for accounting and IT costs that are correlated to increased revenues.

Depreciation and amortization decreased by \$.2 million. The decrease is due to certain assets becoming fully depreciated and certain intangibles becoming fully amortized.

The operating margin percentage increased from 26.9% to 29.3% in comparing the first quarter of 2006 to the first quarter of 2007. The increase in the operating margin is primarily due to a change in the revenue mix of the businesses in the first quarter of 2007 compared to the same period in 2006.

Income from operations was \$11.7 million for the first quarter of 2007, an increase of \$2.1 million compared to \$9.6 million in the first quarter of 2006. The increase is primarily due to economies of scale based on the increase in revenues and due to the impact of new ancillary products and services introduced during the quarter.

Dealer Services Segment

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Service revenue was \$29.8 million for the three months ended March 31, 2007, an increase of \$.2 million compared to service revenue of \$29.6 million for the three months ended March 31, 2006. An increase in transactions accounted for a 7.9% increase in credit report related revenue, and a decrease in revenue in the vehicle lead generation business offset most of this increase in service revenue.

Cost of service revenue was \$15.6 million for the three months ended March 31, 2007, a decrease of \$.1 million compared to cost of service revenue of \$15.7 million in the same period of 2006. An increase in cost of service revenue based on an increase in credit report related transactions was offset by a larger decrease in cost of service revenue on the lower margin vehicle lead generation business.

Salaries and benefits decreased by \$.2 million. Salaries and benefits were 14.1% of service revenue in the first quarter of 2007 compared to 14.8% during the same period in 2006. Salaries and benefits expense decreased due to operational efficiencies which included relocation and consolidation of certain functions.

Facilities and telecommunication expenses were flat when comparing the first quarter of 2007 to the first quarter of 2006. Facilities and telecommunication expenses were 1.5% of service revenue in the first quarter of 2007 compared to 1.3% in the first quarter of 2006.

Other operating expenses increased by \$.8 million. Other operating expenses were 17.9% of service revenue in the first quarter of 2007 compared to 15.3% for the same period in 2006. The increase in 2007 is due to an increase in the amounts allocated from Lender Services for shared services and an increase in bad debt expense at the vehicle lead generation business.

Depreciation and amortization were flat when comparing the first quarter of 2007 to the first quarter of 2006. Depreciation and amortization were 2.4% of service revenue during the first quarter of 2007 compared to 2.3% in the same period in 2006.

Income from operations was \$3.5 million for the three months ended March 2007 compared to \$3.9 million in the same period in 2006. The operating margin percentage decreased from 13.3% to 11.8% primarily due to the impact of the increased allocations from Lender Services and the decrease in the revenues of the vehicle lead generation subsidiary.

Employer Services Segment

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Total service revenue was \$54.7 million for the three months ended March 31, 2007, an increase of \$15.0 million compared to service revenue of \$39.7 million in the same period of 2006. The increase was primarily driven by the addition of \$10.7 million of revenue from acquisitions and \$4.3 million of revenue from organic growth.

Salaries and benefits increased by \$5.1 million. Salaries and benefits were 38.5% of service revenue in the first quarter of 2007 compared to 40.3% in the same period of 2006. The number of employees has increased due to acquisitions and the growth of this segment in comparison to the same period in 2006.

Facilities and telecommunication expenses increased by \$.5 million. Facilities and telecommunication expenses were 4.3% of service revenue in the first quarter of 2007 and 4.6% in the first quarter of 2006.

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Other operating expenses increased by \$1.4 million. Other operating expenses were 14.4% of service revenue in the first quarter of 2007 and 16.3% for the same period of 2006. The increase in other operating expenses is due to costs incurred in integrating and consolidating operations, product and geographic expansion and cross selling initiatives.

Depreciation and amortization increased by \$.9 million primarily due to the addition of intangible assets related to the acquisitions and the rollout of new software projects.

The operating margin percentage increased from 5.9% to 9.3% primarily due to a greater increase in revenue quarter over quarter versus the increase in expense.

Income from operations was \$5.1 million for the three months ended March 31, 2007, an increase of \$2.8 million compared to income from operations of \$2.3 million in the same period of 2006. Income from operations increased due to a greater increase in service revenue compared to the increase in costs for the same period.

Multifamily Services Segment

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Total service revenue was \$17.6 million for the three months ended March 31, 2007, an increase of \$.9 million compared to service revenue of \$16.7 million in the same period of 2006. The 5.5% organic growth is driven by expanded market share and an increase in products and services.

Salaries and benefits cost were flat compared to the same period in 2006. Salaries and benefits were 39.3% of service revenue for the first quarter of 2007 compared to 41.2% of service revenue in the same period of 2006.

Facilities and telecommunication expenses are comparable to the same period of 2006. Facilities and telecommunication expenses were 5.3% of service revenue in the first quarter of 2007 and 5.4% in the first quarter of 2006.

Other operating expenses were flat compared to the same period in 2006. Other operating expenses were 15.4% of service revenue in the first quarter of 2007 compared to 18.1% in the same period of 2006. The decrease in expense as a percentage of revenue was due to containing costs while experiencing revenue growth.

Depreciation and amortization is comparable to the same period of 2006. Depreciation and amortization was 6.6% of service revenue in the first quarter of 2007 compared to 6.8% in the same period of 2006.

The operating margin percentage increased from 19.2% to 24.5% due to increased revenues from the renter's insurance program and expense reductions due to integrations and consolidations.

Income from operations was \$4.3 million in the first quarter of 2007 compared to income from operations of \$3.2 million in the same period of 2006.

Investigative and Litigation Services Segment

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Total service revenue was \$15.3 million for the three months ended March 31, 2007, an increase of \$.3 million compared to service revenue of \$15.0 million in the same period of 2006. The increase is predominantly driven by the two acquisitions in the fourth quarter of 2006.

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Salaries and benefits increased by \$1.0 million. Salaries and benefits were 45.0% of service revenue in the first quarter of 2007 compared to 39.1% in the same period of 2006. The increases are mainly due to the acquisitions and an increase of employees in the Litigation support division.

Facilities and telecommunication expenses were flat compared to the same period in 2006. Facilities and telecommunication expenses were 3.5% of service revenue in the first quarter of 2007 and 2.8% in the first quarter of 2006.

Other operating expenses increased by \$.4 million. Other operating expenses were 14.9% of service revenue in the first quarter of 2007 and 12.2% for the same period of 2006. The increase is related to the geographic expansion and new business development efforts in this segment.

Depreciation and amortization increased by \$.2 million. The increase is due to the increase in acquisition related intangibles.

The operating margin percentage decreased from 20.4% to 14.3%. The decrease in margin is primarily due to increased number of employees in litigation support businesses, travel and infrastructure costs related to geographic expansion.

Income from operations was \$2.2 million for the first quarter of 2007 compared to \$3.1 million for the same period of 2006.

Corporate

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Corporate costs and expenses represent primarily compensation and benefits for senior management, administrative staff, technology personnel and their related expenses in addition to an administrative fee paid to First American. Additional costs were incurred for the increased level of professional fees for audit related services, Sarbanes Oxley compliance, and increased staffing in the technology, accounting, human resources and legal departments to support corporate growth. The corporate expenses were \$17.5 million in the first quarter of 2007 compared to expenses of \$8.5 million in the same period of 2006. Approximately \$8.0 million of the increased expense is due to costs related to the former CEO's transition agreement.

Consolidated Results

Three Months Ended March 31, 2007 Compared to Three Months Ended March 31, 2006

Consolidated service revenue for the three months ended March 31, 2007 was \$201.9 million, an increase of \$20.7 million compared to service revenue of \$181.2 million in the same period in 2006. Acquisitions accounted for \$11.1 million of the increase.

Salaries and benefits were 36.6% of service revenue for the three months ended March 31, 2007 and 32.4% for the same period in 2006. The increase is related to additional employees added for company growth and the former CEO's transition agreement. In addition, approximately \$6.1 million in expense was recorded for share based compensation in first quarter 2007 compared to \$2.9 million for the first quarter of 2006, of which \$3.4 million is related to the former CEO's transition agreement.

Facilities and telecommunication increased by \$1.0 million compared to the same period in 2006. Facilities and telecommunication expenses were 4.0% of service revenue in the first quarter of 2007 and 3.9% in the first quarter of 2006.

Other operating expenses increased by \$3.7 million compared to the same period in 2006. Other operating expenses were 13.0% of service revenue for the three months ended March 31, 2007 and 12.4%

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compared to the same period for 2006. The increase is primarily related to marketing expense, bad debt expense, temporary labor, and professional fees.

Depreciation and amortization increased by \$1.2 million due to an increase in amortization of intangible assets as a result of acquisitions, fixed asset additions and the roll out of internally developed software.

The consolidated operating margin was 10.9% for the three months ended March 31, 2007, compared to 15.0% for the same period in 2006. The operating margin quarter over quarter was relatively flat after excluding the negative impact related to the former CEO's transition agreement.

Income from operations was \$22.0 million for the three months ended March 31, 2007 compared to \$27.2 million for the same period in 2006. The decrease of \$5.2 million is comprised of an increase in operating income of \$2.1 million in Data Services, \$2.8 million in Employer Services and \$1.1 million in Multifamily Services offset by decreases in operating income of \$0.8 million in Lender Services, \$0.4 million in Dealer Services, \$0.9 million in Investigative and Litigation Support Services and an increase of corporate expenses of \$0.9 million.

Liquidity and Capital Resources

The Company's primary source of liquidity is cash flow from operations and amounts available under credit lines the Company has established with a bank. As of March 31, 2007, cash and cash equivalents were \$36.3 million.

Net cash provided by operating activities was \$25.1 million compared to cash provided by operating activities of \$21.4 million for the three months ended March 31, 2007 and 2006, respectively.

Cash provided by operating activities increased by \$3.7 million from the first quarter of 2006 to the first quarter of 2007 while net income was \$11.2 million in the first quarter of 2007 and \$12.7 million for the same period in 2006. The increase in cash provided by operating activities was primarily due to the increase in shared based compensation, tax liabilities, depreciation, amortization and bad debt expense, offset by payments made for accrued liabilities and an increase in accounts receivable.

Cash used in investing activities was \$33.4 million and \$13.5 million, for the three months ended March 31, 2007 and 2006, respectively. In the first quarter of 2007, cash in the amount of \$23.3 million was used for acquisitions compared to \$7.9 million in 2006. Purchases of property and equipment were \$10.3 million in the first quarter of 2007 compared to \$6.0 million in the same period of 2006.

Cash provided by financing activities was \$12.7 million for the three months ended March 31, 2007, compared to cash used in financing activities of \$11.4 million for the three months ended March 31, 2006. In the first quarter of 2007, proceeds from existing credit facilities were \$32.3 million compared to \$5.6 million in 2006. Repayment of debt was \$24.2 million in the first quarter of 2007 and \$17.7 million in the same period of 2006.

In 2005, the Company executed a revolving credit agreement, with a bank syndication (the "Credit Agreement"). Borrowings available under the Credit Agreement total up to \$225 million. The Credit Agreement includes a \$10 million sub-facility for the issuance of letters of credit and up to a \$5 million swing loan facility. The credit facility maturity date is September 28, 2010. The Credit Agreement is collateralized by the stock of the Company's subsidiaries.

At March 31, 2007, the Company had available lines of credit of \$61 million and the Company was in compliance with the financial covenants of its loan agreements.

First Advantage filed a new Registration Statement with the Securities and Exchange Commission for the issuance of up to 5,000,000 shares of our Class A common stock, par value \$.001 per share, from time to time as full or partial consideration for the acquisition of businesses, assets or securities of other business entities. The Registration Statement was declared effective on January 9, 2006. A total of 926,063 shares were issued for acquisitions as of March 31, 2007.

First Advantage filed a Registration Statement with the Securities and Exchange Commission for the issuance of up to 2,000,000 shares of our Class A common stock, par value \$.001 per share, from time to time for general corporate purposes. The Registration Statement was declared effective on January 3, 2005. No shares have been issued as of March 31, 2007.

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First Advantage seeks to acquire other businesses as part of its growth strategy. The Company will continue to evaluate acquisitions in order to achieve economies of scale, expand market share and enter new markets. The extent of future acquisitions, however, is dependent upon the availability of capital and liquidity to fund such acquisitions.

While uncertainties within the Company's industry exist, management is not aware of any trends or events likely to have a material adverse effect on liquidity or the accompanying financial statements. The Company believes that, based on current levels of operations and anticipated growth, the Company's cash flow from operations, together with available sources of liquidity, will be sufficient to fund operations, anticipated capital expenditures, make required payments of principal and interest on debt, and satisfy other long-term contractual commitments. However, any material adverse change in our operating results from our business plan, or acceleration of existing debt obligations or in the amount of investment in acquisitions, technology or products could require the Company to seek other funding alternatives including raising additional capital.

The following is a schedule of long-term contractual commitments, as of March 31, 2007, over the periods in which they are expected to be paid.

In thousands	2007	2008	2009	2010	2011	Thereafter	Total
Advertising commitments	\$ 456	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 456
Minimum contract purchase commitments	2,629	2,633	511	195	—	—	5,968
Operating leases	15,643	16,272	13,120	9,545	7,236	20,922	82,738
Debt and capital leases	15,603	17,975	7,952	170,254	—	—	211,784
Interest payments related to debt (1)	10,278	12,741	11,824	8,504	—	—	43,347
Total	<u>\$44,609</u>	<u>\$49,621</u>	<u>\$33,407</u>	<u>\$188,498</u>	<u>\$7,236</u>	<u>\$ 20,922</u>	<u>\$344,293</u>

(1) Estimated interest payments are calculated assuming current interest rates over minimum maturity periods specified in debt agreements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in the Company's risk since filing its Form 10-K for the year ended December 31, 2006.

The Company's fixed rate debt consists primarily of uncollateralized term notes. In addition, the Company has \$186.7 million of variable rate debt outstanding. A 100 basis point increase in interest rates, due to increased rates nationwide, would result in \$1.9 million additional annual interest payments.

Item 4. Controls and Procedures

The Company's Chief Executive Officer and Chief Financial Officer, after evaluating the effectiveness of the Company's disclosure controls and procedures, as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended, have concluded that, as of the end of the fiscal quarter covered by this report on Form 10-Q, the Company's disclosure controls and procedures were effective to provide reasonable assurances that information required to be disclosed in the reports filed or submitted under such Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms.

There was no change in the Company's internal control over financial reporting during the quarter ended March 31, 2007 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

First Advantage's subsidiaries are involved in litigation from time to time in the ordinary course of their businesses. The Company does not believe that the outcome of any pending or threatened litigation involving these entities will have a material adverse effect on our financial position, operating results or cash flows.

Two subsidiaries are defendants in separate class action lawsuits that are pending in state court in California. The plaintiffs in both cases allege that our subsidiaries, directly and through their agents, violated the California Consumer Credit Reporting Agencies Act and Investigative Consumer Reporting Agency Act ("ICRA") by failing to use reasonable procedures to ensure the maximum possible accuracy when issuing tenant reports and to comply with ICRA. The actions seek injunctive relief, an accounting, restitution, statutory damages, interest, punitive damages and attorneys' fees and costs. The Company does not believe that the ultimate resolution of these actions will have a material adverse affect on its financial condition, results of operations or cash flows.

Item 1A. Risk Factors

There have been no material changes from the risk factors previously disclosed in the Company's Form 10-K for Fiscal Year Ending December 31, 2006.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 3. Defaults Upon Senior Securities

None

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Other Information

None

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FIRST ADVANTAGE CORPORATION
(Registrant)

Date: May 3, 2007

By: /s/ ANAND NALLATHAMBI
Anand Nallathambi
Chief Executive Officer

Date: May 3, 2007

By: /s/ JOHN LAMSON
John Lamson
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
2.1	Amended By-laws of First Advantage Corporation
10.1	Transition Agreement, dated March 2, 2007 by and between John Long and First Advantage Corporation
31.1	Certification pursuant to Exchange Act Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification pursuant to Exchange Act Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certifications pursuant to Exchange Act Rule 13a-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certifications pursuant to Exchange Act Rule 13a-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

AMENDED BYLAWS (2007)
of
FIRST ADVANTAGE CORPORATION
(a Delaware corporation)

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AMENDED BYLAWS
of
FIRST ADVANTAGE CORPORATION
(a Delaware corporation)

ARTICLE I
MEETINGS OF STOCKHOLDERS

SECTION 1.1. Place of Meetings. Meetings of stockholders shall be held within or without the State of Delaware at such place or places as the Board of Directors may from time to time determine.

SECTION 1.2. Annual Meetings. Annual meetings of stockholders, for the purpose of electing directors and transacting such other business as may properly be brought before the meeting in accordance with Section 5 of this Article I, shall be held on such date and at such time as the Board of Directors shall determine.

SECTION 1.3. Special Meetings. Special meetings of stockholders, for any purpose or purposes prescribed in the notice of the meeting and for the conduct of such business as may properly be brought before the meeting by or at the discretion of the Board of Directors or the chairman of the meeting, may be called by the Chairman of the Board or by a majority of the Board of Directors (either by written instrument signed by such majority or by a resolution duly adopted by the vote of such majority).

SECTION 1.4. Notice of Stockholder Meetings. Written notice of every meeting of stockholders, annual or special, stating the place, date and time thereof and the purpose or purposes in general terms for which the meeting is called shall, not less than 10 nor more than 60 days before the date on which the meeting is to be held, be given to each stockholder entitled to vote thereat. Such notice shall be delivered either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to each stockholder at such stockholder's address as it appears upon the stock records of the Corporation or, if such stockholder shall have filed with the Secretary of the Corporation a written request that notices intended for him or her be mailed to some other address, then to the address designated in such request. Notice shall be deemed to have been given when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

SECTION 1.5. Quorum.

(a) Except as otherwise provided by law or by the Certificate of Incorporation, at any meeting of stockholders the presence in person or by proxy of the holders of a majority of the shares of the outstanding capital stock of the Corporation entitled to vote thereat shall constitute a quorum. If two or more classes of stock are entitled to vote as separate classes upon any question, then, in the case of each such class, a quorum for the consideration of

such question shall, except as otherwise provided by law or by the Certificate of Incorporation, consist of a majority in interest of all stock of that class entitled to vote.

(b) If a quorum should fail to attend any meeting, then either (i) the chairman of the meeting or (ii) the holders of a majority of the shares present in person or represented by proxy and voting shall have the power to adjourn the meeting to another place, date or time in accordance with Section 6 of this Article I. Subject to the requirements of law and the Certificate of Incorporation, on any issue on which two or more classes of stock are entitled to vote separately, no adjournment shall be taken with respect to any class for which a quorum is present unless the chairman of the meeting otherwise directs.

(c) If a quorum is initially present at a meeting, the stockholders may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 1.6. Adjourned Meeting; Notice. When a meeting is adjourned to another place, date or time, unless this Section otherwise requires, notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting.

SECTION 1.7. Proxies and Voting.

(a) At every meeting of stockholders, upon any matter properly brought before the meeting, except as otherwise provided in the Certificate of Incorporation, every stockholder entitled to vote at such meeting shall have one vote for each share of outstanding capital stock of the Corporation entitled to vote which is registered in such stockholder's name on the books of the Corporation. At each such meeting every stockholder shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to the meeting at which it is offered, unless such instrument provides for a longer period during which it is to remain in force.

(b) All voting, including on the election of directors but excepting where otherwise required by law or by the rules of any stock exchange or quotation system on which securities of the Corporation are listed or quoted, may, at the election of the chairman of the meeting, be by voice vote; provided, however, that upon demand by a stockholder entitled to vote or by his or her proxy, or if the chairman of the meeting shall so determine, the vote for directors or upon any other matter before the meeting shall be taken by ballot.

(c) All elections shall be determined by a plurality of the votes cast and, except as otherwise required by law, by the Certificate of Incorporation or by these Bylaws, all other matters shall be decided by a majority of the votes cast affirmatively or negatively by the

holders of shares of outstanding capital stock of the Corporation entitled to vote and present in person or represented by proxy at the meeting.

SECTION 1.8. Stockholder List. A complete list of the stockholders of record entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his or her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or, if not so specified, at the place where the meeting is to be held. The list of the stockholders of record shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder present at the meeting.

SECTION 1.9. Inspectors. The Board of Directors may, and to the extent required by law shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at the meeting of stockholders, the chairman of the meeting may, and to the extent required by law shall, appoint one or more inspectors at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties.

SECTION 1.10. Action Without Meeting. Except as required by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and such written consent is filed with the minutes of proceedings of the stockholders. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

SECTION 1.11. Organization. The Chairman of the Board or, in his or her absence, the Chief Executive Officer or, in his or her absence, the President or, in his or her absence, a Vice President, shall call meetings of the stockholders to order and shall act as chairman thereof. The Secretary of the Corporation, if present, shall act as secretary of all meetings of stockholders and, in his or her absence, the chairman of the meeting may appoint a secretary.

SECTION 1.12. Conduct of Business. The chairman of any meeting of stockholders shall determine the order of business and the procedures at the meeting, including such matters as the regulation of the manner of voting and the conduct of business. The date and

time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting.

ARTICLE II
DIRECTORS

SECTION 2.1. Powers. Except as otherwise required by law or provided by the Certificate of Incorporation or these Bylaws, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

SECTION 2.2. Number of Directors. The Board of Directors shall consist of one or more members. The exact number of directors constituting the Board of Directors shall be fixed, and may be changed from time to time, by the Board of Directors pursuant to a resolution passed by a majority of the Board of Directors then in office, even if less than a quorum, at a duly held meeting of directors. No reduction in the authorized number of directors shall have the effect of removing any director before that director's term of office expires. Directors need not be stockholders.

SECTION 2.3. Term of Office. Except for the initial directors, who shall be elected by the incorporator of the Corporation, and except as otherwise provided in these Bylaws, directors shall be elected at each annual meeting of stockholders. Each director so elected shall hold office until the next annual meeting of stockholders and until his or her successor is duly elected and qualified or until his or her earlier resignation, removal or death.

SECTION 2.4. Vacancies and Newly Created Directorships. If the office of any director becomes vacant for any reason or if the number of directors shall at any time be increased, the Board of Directors may fill such vacancy or newly created directorship pursuant to a resolution duly adopted by a majority of the directors then in office, even if less than a quorum, and any director so chosen shall hold office until the next annual meeting of stockholders and until his or her successor is duly elected and qualified or until his or her earlier resignation, removal or death. The stockholders may at any duly held meeting of stockholders elect a director to fill a vacancy or newly created directorship not filled by the directors.

SECTION 2.5. Removal by Stockholders. Unless otherwise restricted by law or by the Certificate of Incorporation, any director or the entire Board of Directors may be removed, with or without cause, at a duly held meeting of stockholders by the holders of a majority of the shares of outstanding capital stock of the Corporation then entitled to vote on the election of directors.

SECTION 2.6. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such place, within or without the State of Delaware, on such dates and at such times as shall be determined from time to time by the Board of Directors. A regular meeting of the Board may also be held without notice immediately following the annual meeting of stockholders at the place where such meeting is held.

SECTION 2.7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board, any two of the directors then in office, the Chief Executive Officer or, if no person holds such office, the President. Notice of the place, date and time of each such special meeting shall be given to each director by whom it is not waived by (i) mailing written notice not fewer than four days before the meeting or (ii) telegraphing, transmitting a facsimile of or personally delivering written notice or giving telephonic notice not fewer than 48 hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

SECTION 2.8. Participation by Telephone Conference Call. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or of any such committee, by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 2.9. Quorum and Vote Required for Action. Except as may be otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, a majority of the authorized number of directors shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the directors present at a duly held meeting at which there is a quorum present shall be the act of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for the meeting.

SECTION 2.10. Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place, and no further notice thereof need be given other than announcement of the adjournment at the meeting so adjourned. At the adjourned meeting, the Board of Directors may transact any business that might have been transacted at the original meeting.

SECTION 2.11. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a written consent thereto is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee.

SECTION 2.12. Compensation. Directors and members of committees may receive such compensation, if any, for their services and such reimbursement of expenses as may be fixed or determined by resolution of the Board of Directors. This Section shall not be construed to preclude any director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise and receiving compensation for those services.

ARTICLE III
COMMITTEES OF DIRECTORS

SECTION 3.1. Committees of the Board of Directors. The Board of Directors, by vote of a majority of the authorized number of directors, may at any time designate one or more committees, each consisting of two or more directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any such committee who may then replace any absent or disqualified member at any meeting of the committee. In lieu of such action by the Board of Directors, in the absence or disqualification of any member of a committee, the committee members present at any meeting and not disqualified from voting, regardless of whether they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, any such committee, to the extent provided in resolutions duly adopted by the Board of Directors, shall have and may exercise all powers and authority of the Board of Directors in the direction of the management of the business and affairs of the Corporation. Unless otherwise prescribed by the Board of Directors, a majority of the members of the committee shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the members present at a duly held meeting at which there is a quorum present shall be the act of such committee. Each committee shall determine its own rules for calling and holding meetings and its own methods of procedure, subject to any rules prescribed by the Board of Directors, and shall keep a written record of all actions taken by such committee.

SECTION 3.2. Term of Office. Each member of a committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders at which such member is not re-elected to the Board of Directors (or until such other time as the Board of Directors may determine, either in the vote establishing the committee or at the election of such member or otherwise) and until his or her successor is duly elected and qualified or until he or she sooner resigns, is removed, dies, is replaced by change of membership or becomes disqualified by ceasing to be a director, or until the committee is sooner abolished by the Board of Directors.

SECTION 3.3. Audit Committee. Without limiting the generality of the foregoing, the Board of Directors shall designate annually an Audit Committee consisting of not less than three Directors as it may from time to time determine, none of whom shall be an officer or employee of the Corporation. The Audit Committee shall select independent public accountants to audit the books of account and other appropriate corporate records of the Corporation annually and at such other times as the Board of Directors shall determine by resolution, and shall review with such independent accountants the Corporation's financial statements, basic accounting and financial policies and practices, adequacy of controls, standard and special tests used in verifying the Corporation's statements of account and in determining the soundness of the Corporation's financial condition. The Audit Committee shall report to the Board of Directors the results of such reviews, review the policies and practices pertaining to publication of quarterly and annual statements to assure consistency with audited results and the implementation of policies and practices recommended by the independent accountants, ensure

that suitable independent audits are made of the operations and results of subsidiaries and affiliates and monitor compliance with the Corporation's code of business conduct. The Audit Committee shall have such other duties, functions and powers as the Board of Directors may from time to time prescribe and as may be required from time to time by the rules of any stock exchange or quotation system on which securities of the Corporation are listed or quoted.

ARTICLE IV

OFFICERS

SECTION 4.1. Officers. The officers of the Corporation shall consist of a Chief Executive Officer or President, or both, a Chief Financial Officer, a Secretary and, in the discretion of the Board of Directors, a Chairman of the Board, a Chief Operating Officer and one or more Executive Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and such other officers as the Board of Directors deems necessary or appropriate. Except as may be expressly set forth in a written employment contract between the Corporation and an officer or in a resolution duly adopted by the Board of Directors, each officer shall hold office until his or her successor is duly elected and qualified or until his or her earlier resignation, removal or death. The powers and duties of more than one office may be exercised and performed by the same person.

SECTION 4.2. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

SECTION 4.3. Chairman of the Board; Vice Chairman of the Board. The Chairman of the Board of Directors, if there be such an officer, shall be a member of the Board of Directors and shall preside at its meetings. The Chairman of the Board shall advise and counsel with the Chief Executive Officer or, if no person holds such office, the President, and shall perform such duties as from time to time may be assigned to him or her by the Board of Directors or prescribed by these Bylaws. The Board of Directors may also elect a Vice Chairman of the Board who, if there be such an officer, shall be a member of the Board of Directors and may preside at its meetings. Any person occupying the position or having the title of Chairman of the Board or Vice Chairman of the Board shall not, merely in such capacity or because of such title, be either an officer or employee of the Corporation unless the Board duly adopts a resolution with respect to such person subsequent to his or her election to such position specifically designating such position as an officer and/or employee position specifically with respect to such person.

SECTION 4.4. Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, and subject to the control of the Board of Directors, the Chief Executive Officer of the Corporation, if there be such an officer, shall have general supervision, direction and control of the business and officers of the Corporation. Subject to the Board of Directors, the Chief Executive Officer shall be the final arbiter in all differences among the officers of the Corporation and his or her decision as to any matter affecting the Corporation shall be final and binding as among the officers of the Corporation. The Chief Executive Officer shall have the

general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and perform such other duties as may be assigned to him or her from time to time by the Board of Directors or prescribed by these Bylaws.

SECTION 4.5. President. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board and the Chief Executive Officer of the Corporation, if there be such an officer or officers, and subject to the control of the Board of Directors, the President of the Corporation, if there be such an officer, shall have such general powers and duties of management as may be assigned to him or her from time to time by the Board of Directors, the Chairman of the Board or the Chief Executive Officer of the Corporation or prescribed by these Bylaws. If no Chief Executive Officer shall have been elected, the President shall perform all the duties of the Chief Executive Officer and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chief Executive Officer.

SECTION 4.6. Executive Vice Presidents, Vice Presidents and Other Officers. Each Executive Vice President, Vice President, Assistant Vice President and such other officer as may be duly elected under these Bylaws shall have and exercise such powers and shall perform such duties as from time to time may be assigned to such officer by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President or prescribed by these Bylaws.

SECTION 4.7. Secretary. The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors in books provided for that purpose, see that all notices are duly given in accordance with the provisions of law and these Bylaws, be custodian of the records and of the corporate seal or seals of the Corporation and see that the corporate seal is affixed to all documents the execution of which, on behalf of the Corporation under its seal, is duly authorized and, when the seal is so affixed, the Secretary may attest the same. In general, the Secretary shall perform all duties incident to the office of secretary of a corporation and such other duties as from time to time may be assigned to him or her by the Board of Directors or the Chairman of the Board or prescribed by these Bylaws.

SECTION 4.8. Assistant Secretaries. The Assistant Secretaries, if there be any such officers, in order of their seniority shall, in the absence of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall assign to them or as from time to time may be assigned to them by the Chairman of the Board or the Secretary.

SECTION 4.9. Chief Financial Officer. The Chief Financial Officer of the Corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. The books of account shall at all reasonable times be open to inspection by any director. The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall disburse the funds of the Corporation as may be ordered by the Board of

Directors, shall render to the Chief Executive Officer, President and Board of Directors, whenever they request it, an account of all of his or her transactions as Chief Financial Officer and of the financial condition of the Corporation; shall have such other powers and perform such other duties as may be assigned to him or her by the Board of Directors or prescribed by these Bylaws; and shall perform such other duties consistent therewith as may be assigned to him or her by the Chief Executive Officer or, if no person holds such office, the President.

SECTION 4.10. Subordinate Officers. The Board of Directors may appoint such subordinate officers as the Board may deem desirable. Each such officer shall hold office for such period, have such authority and perform such duties as the Board of Directors may prescribe. The Board of Directors may, from time to time, authorize any officer to appoint and remove subordinate officers and to prescribe the powers and duties thereof.

SECTION 4.11. Compensation. The Board of Directors shall fix the compensation of all officers of the Corporation. The Board may authorize any officer upon whom the power of appointing subordinate officers may have been conferred to fix the compensation of such subordinate officers.

SECTION 4.12. Removal. Any officer of the Corporation may be removed, with or without cause, by action of the Board of Directors or the Chief Executive Officer or, if no person holds such office, the President.

SECTION 4.13. Bonds. The Board of Directors may require any officer of the Corporation to give a bond to the Corporation, conditional upon the faithful performance of his or her duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

SECTION 4.14. Loans to Directors or Executive Officers. The Corporation may not, directly or indirectly, including through any subsidiary, extend or maintain credit, arrange for the extension of credit, or renew an extension of credit, in the form of a personal loan, to, or for any director or executive officer (or equivalent thereof) in contravention of applicable law (including, without limitation, Section 402 of the Sarbanes-Oxley Act of 2002 and any regulations promulgated thereunder).

ARTICLE V

STOCK

SECTION 5.1. Certificated and Uncertificated Shares

(a) Shares of the Corporation's stock may be certificated or uncertificated, as provided under Delaware law. All certificates of stock of the Corporation shall be numbered and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the Chairman or a Vice Chairman or the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Any or all of the signatures on the certificate may be a facsimile.

(b) In case the corporate seal which has been affixed to, impressed on or reproduced in any such certificate shall cease to be the seal of the Corporation before such certificate shall have been issued and delivered by the Corporation, such certificate may nevertheless be issued and delivered by the Corporation as though the seal affixed thereto, impressed thereon or reproduced therein had not ceased to be the seal of the Corporation, and certificates issued and delivered to stockholders prior to such cessation shall not be affected thereby.

(c) Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these Bylaws or any agreement to which the Corporation is a party shall note the restriction conspicuously on the certificate and shall also set forth, on the face or back, either the full text of the restriction or a statement of the existence of such restriction and a statement that the Corporation will furnish a copy of the full text thereof to the holder of such certificate upon written request and without charge.

(d) Every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either (i) the full text or a summary of the preferences, voting powers, qualifications and special and relative rights of the shares of the class or series represented by such certificate or (ii) a statement of the existence of such preferences, voting powers, qualifications and rights and that the Corporation will furnish a copy of the full text or a summary thereof to the holder of such certificate upon written request and without charge.

SECTION 5.2. Transfer of Shares. Transfers of shares of stock shall be made on the books of the Corporation only by the record holder of such shares of stock, or by attorney lawfully constituted in writing, and, in the case of shares of stock represented by a certificate, upon surrender of the certificate.

SECTION 5.3. Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than 60 nor less than 10 days before the date of any meeting of stockholders nor more than 60 days prior to the time for any other action (if such other action is permitted by the Certificate of Incorporation). Only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, and to vote at, any such meeting or to receive payment of any such dividend or other distribution, or to receive such allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any record date fixed as aforesaid. If no such record date is so fixed by the Board, the record date shall be determined by applicable law.

(b) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5.4. Lost or Destroyed Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued under the following conditions:

(a) The owner of such certificate shall file with the Secretary or any Assistant Secretary of the Corporation an affidavit giving the facts in relation to the ownership and the loss or destruction of such certificate, stating its number and the number of shares represented thereby. Such affidavit shall be in such form and contain such statements as shall satisfy the Chief Executive Officer or, if no person holds such office, the President, the Secretary or any Assistant Secretary that such certificate has been accidentally destroyed or lost and that a new certificate ought to be issued in lieu thereof. Upon being so satisfied, such officer may require such owner to furnish to the Corporation a bond in such form and for such amount as such officer may deem advisable, and with a surety or sureties approved by such officer, to indemnify and save harmless the Corporation from any claim, loss, damage or liability which may be occasioned by the issuance of a new certificate in lieu thereof. Upon such bond being so filed, a new certificate for the same number of shares shall be issued to the owner of the certificate so lost or destroyed and the transfer agent and registrar, if any, of stock shall countersign and register such new certificate upon receipt of a written order signed by such officer, and thereupon the Corporation will save harmless such transfer agent and registrar in the premises. In case of the surrender of the original certificate, in lieu of which a new certificate has been issued, or the surrender of such new certificate, for cancellation, any bond of indemnity given as a condition of the issue of such new certificate may be surrendered.

(b) The Board of Directors may by resolution authorize and direct any transfer agent or registrar of stock of the Corporation to issue and register, respectively, from time to time without further action or approval by or on behalf of the Corporation new certificates of stock to replace certificates reported lost, stolen or destroyed upon receipt of an affidavit of loss and bond of indemnity in form and amount and with surety satisfactory to such transfer agent or registrar in each instance or upon such terms and conditions as the Board of Directors may determine.

ARTICLE VI

EXECUTION OF DOCUMENTS

SECTION 6.1. Execution of Checks, Notes, etc. All checks and drafts on the Corporation's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, or agent or agents, as shall be thereunto authorized from time to time by the Board of Directors which may in its discretion authorize any such signatures to be facsimile.

SECTION 6.2. Execution of Contracts, Assignments, etc. Unless the Board of Directors, the Chief Executive Officer or, if no person holds such office, the President, shall have otherwise provided generally or in a specific instance, all contracts, agreements, endorsements,

assignments or other instruments shall be signed by the Chief Executive Officer, the President or the Chief Financial Officer. The Board of Directors may, however, in its discretion, require any or all such instruments to be signed by any two or more of such officers or may permit any or all of such instruments to be signed by such other officer or officers, agent or agents, as the Board of Directors shall thereunto authorize from time to time.

SECTION 6.3. Voting of Stock Owned by the Corporation. The Chief Executive Officer, the President, the Secretary or any other officer designated by the Board of Directors may on behalf of the Corporation attend, vote and grant proxies to vote with respect to shares of stock of other companies standing in the name of the Corporation.

ARTICLE VII

INDEMNIFICATION

SECTION 7.1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended (the "DGCL") (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section 2 of this Article VII, with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article VII shall be a contract right and, to the extent not prohibited by applicable law (including, without limitation, Section 402 of the Sarbanes-Oxley Act of 2002 and any regulations promulgated thereunder), shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL so requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final

adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

SECTION 7.2. Right of Indemnitee to Bring Suit. If a claim under Section 1 of this Article VII is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the DGCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

SECTION 7.3. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article VII shall not be exclusive of any other right which any person may have or hereafter acquire under the Certificate of Incorporation of the Corporation or any statute, bylaw, agreement, vote of stockholders or disinterested directors or otherwise. The Board of Directors may adopt bylaws from time to time with respect to indemnification to provide at all times the fullest indemnification authorized by the DGCL.

SECTION 7.4. Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant to any person serving as an employee or agent of the Corporation and to any person serving at the request of the Corporation as an employee or agent of another corporation or of any partnership, joint venture, trust or other organization or enterprise, including service with respect to employee benefit plans, rights to indemnification and to the advancement of expenses to the fullest extent of the provisions of this Article VII with respect to the indemnification of, and the advancement of expenses to, directors and officers of the Corporation.

SECTION 7.5. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.1. Inspection of Books. The Board of Directors shall determine from time to time whether, and if allowed, to what extent and at what time and places and under what conditions and regulations, the accounts and books of the Corporation (except such as may by law be specifically open to inspection), or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by the laws of the State of Delaware, unless and until authorized so to do by a duly adopted resolution of the Board of Directors or of the stockholders of the Corporation.

SECTION 8.2. Fiscal Year. The fiscal year of the Corporation shall be determined from time to time by vote of the Board of Directors. In the absence of such determination, the fiscal year shall be the calendar year.

SECTION 8.3. Corporate Seal. The corporate seal shall be circular in form and shall contain the name of the Corporation, the year of its creation and words to the effect "CORPORATE SEAL DELAWARE." Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 8.4. Waiver of Notice. Notice of any meeting of stockholders or directors need not be given to any person entitled thereto (a) who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or (b) who attends the meeting, except when the person attends the meeting for the express purpose of objecting, at the commencement of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. All such waivers, consents and approvals shall be filed with the corporate records or made part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any such meeting need be specified in any written waiver of notice or in any written consent to the holding of the meeting.

ARTICLE IX
AMENDMENTS

SECTION 9.1. General. Except as expressly provided by these Bylaws, these Bylaws may be altered, amended, changed or repealed and new Bylaws adopted by the affirmative vote of a majority of the outstanding shares of capital stock of the Corporation entitled to vote or by the Board of Directors, in either case at any meeting called for that purpose

at which a quorum shall be present. Any bylaw, whether made, altered, amended, changed or repealed by the stockholders or the Board of Directors may be repealed, amended, changed, further amended, changed, repealed or reinstated, as the case may be, either by the stockholders or by the Board of Directors as herein provided; except that this Article IX may be altered, amended, changed or repealed only by the affirmative vote of a majority of the outstanding shares of capital stock of the Corporation entitled to vote.

* * *

THIS IS TO CERTIFY:

That I am the duly elected, qualified and acting Secretary of First Advantage Corporation and that the foregoing Amended Bylaws were adopted as the bylaws of such corporation as of the ___th day of February, 2007 by the Board of Directors of such corporation.

Dated as of February __, 2007.

Bret T. Jardine
Secretary

TRANSITION AGREEMENT

THIS TRANSITION AGREEMENT ("Agreement") is by and between First Advantage Corporation, a Florida corporation (together with its subsidiaries and affiliates, the "Company") with its principal place of business located at 100 Carillon Parkway, St. Petersburg, Florida and John Long (the "Executive"), a resident of Florida, dated as of the 2nd day of March, 2007 (the "Effective Date").

WITNESSETH:

WHEREAS, Executive is employed by Company as Chief Executive Officer; and

WHEREAS, the Company and Executive (together, the "Parties") have determined that Executive's employment with the Company should be terminated, and all matters arising out of or relating thereto should be settled.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties hereby agree as follows:

1. Termination of Employment Effective as of March 30, 2007, (the "Transition Date"), Executive shall terminate employment with the Company, resign all offices and resign from the board of directors, and no longer serve as a Company representative with respect to any organization to which he currently serves as a representative of the Company.

2. Consulting Arrangement

(a) Commencing the day after the Transition Date, Executive shall become a Consultant to the Company under the terms and conditions set forth herein.

(b) Service as a Consultant shall continue until September 30, 2008 (the "Consulting Period"), unless earlier terminated in accordance with the terms herein.

(c) During the term of Consultant status, Executive agrees to provide consulting services on matters or projects identified to him in writing by the CEO or CFO of the Company.

(d) Subject to Section 8, compensation during the Consulting Period shall be at an annual rate of one hundred and fifty thousand dollars (\$150,000) (\$225,000 for 18 months), payable monthly.

3. Status (a) Executive shall have a "Termination" for purposes of the 2003 Incentive Compensation Plan as of the Transition Date, and such shall be confirmed by the Compensation Committee of the Company's Board of Directors.

(b) Company and Executive agree that Executive shall have a "separation from service" as contemplated by Section 409A of the Internal Revenue Code of 1986, as amended, as of the Transition Date, which separation shall be, for all purposes hereof, a termination without cause.

(c) During the term of his consultancy, Executive shall be an independent contractor to the Company and shall not be an employee.

4. Payments and Benefits In consideration of the release of claims provided for in Sections 6 and 7 and the covenants contained herein and conditioned on Executive's compliance with all conditions and covenants in this Agreement, the Company will provide the following payments and benefits to Executive:

(a) **Accrued Obligations.** Except for amounts set forth in Section 4(b) that are payable after the Transition Date, on or prior to the Transition Date, the Company shall pay Executive, the amount of any and all accrued but unpaid salary, wages, cash, bonuses, accrued but unused vacation, and reimbursable expenses owed to Executive as of the Transition Date in connection with his employment prior to the Transition Date.

(b) **Cash Payment.** Subject to Section 8, the Company shall pay Executive four million, four hundred thousand dollars (\$4,400,000) in two (2) equal installments. The first installment of two million, two hundred thousand dollars (\$2,200,000), shall be paid within thirty (30) days of the Transition Date, but in no event less than eight (8) days after execution of the Waiver and Release provided for in Section 6 and provided such Waiver and Release has not been revoked. The second installment of two million, two hundred thousand dollars (\$2,200,000), shall be paid on March 15, 2008, provided the Supplemental Waiver and Release is signed at least eight (8) days prior to March 15, 2008, and not revoked.

(c) **Non-Qualified Compensation.** Executive shall be paid vested benefits under the non-qualified compensation plan in accordance with its terms. The first installment of such payments, which shall be payable upon Executive's termination of employment, shall be delayed for six months in accordance with Section 409A of the Code and shall, therefore, be paid on October 1, 2007. All subsequent payments shall be paid in accordance with the provisions of the non-qualified compensation plan. For avoidance of doubt, Executive will not be paid benefits under the Executive Supplemental Benefit Plan.

(d) **Equity.** Subject to Section 8, Executive's options, restricted stock, and restricted stock units shall be treated as follows:

(i) **Options.** Options granted to Executive on February 22, 2005, and February 21, 2006, shall, on the Transition Date, become fully vested and immediately exercisable within the meaning of the 2003 Incentive Compensation Plan. Executive's vested options shall remain exercisable by him, or by his surviving spouse or the duly appointed legal representative of his estate in the event of his death, until the earlier of December 31, 2008, or expiration of the term of the option. Options shall remain subject to the terms of the 2003 Incentive Compensation Plan.

(ii) **Restricted Stock.** Executive's shares of Restricted Stock granted on February 17, 2005, shall vest on and after the Transition Date as though Executive had remained an employee, becoming fully vested on and as of the close of business on March 30, 2007. Executive's 36,160 shares of Restricted

Stock granted on February 22, 2007 will fully vest on and as of the close of business on March 30, 2007. Executive's 50,000 shares of Restricted Stock granted on February 22, 2007 will fully vest one-third (1/3) on and as of the close of business on March 30, 2007, one-third (1/3) on and as of the close of business on March 30, 2008, and the last one-third (1/3) on and as of the close of business on March 30, 2009. The Restricted Stock shall remain subject to the terms of the 2003 Incentive Compensation Plan including tax withholding in accordance with Article XVI.

(iii) Restricted Stock Units. Executive's Restricted Stock Units granted February 20, 2006, shall continue to vest on and after the Transition Date as though Executive had remained an employee. The Restricted Stock Units shall remain subject to the terms of the 2003 Incentive Compensation Plan including tax withholding in accordance with Article XVI.

(e) Company Obligations.

(i) COBRA. Subject to the provisions of the Company's medical benefit plans, unless Executive's medical insurance coverage shall have terminated prior to the Transition Date or he and his dependents do not elect continuation health coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") through the earlier of (i) eighteen (18) months from the Transition Date or (ii) Executive's date of employment by a subsequent employer, the Company shall pay the premiums for Executive's and his dependents' continuation health coverage under the Company's medical benefit plans to the extent such premiums exceed the premiums paid by similarly situated active full-time employees of the Company.

(ii) Life Insurance. Executive shall be eligible to convert his life insurance coverage to an individual policy in accordance with the terms of the Company's life insurance plan and applicable law.

(iii) Directors' and Officers' Liability Insurance. The Company shall, at its expense, maintain directors' and officers' liability insurance coverage, for the benefit of Executive for any actions performed by him on behalf of the Company as an employee prior to the Transition Date for a period of six (6) years thereafter. Further, the Company shall indemnify and protect Executive from and against any liability arising from any actions or failures to act during the Consulting Period, except for actions arising out of negligence, gross negligence or willful fraud.

5. Payment of Compensation Described in Section 4 The compensation and benefits specified in Section 4 shall be paid as follows:

(a) Each Accrued Obligation for which there is a specified due date prior to the Transition Date shall be paid by such due date. Each other Accrued Obligation shall be paid or provided within ten (10) days following the Transition Date, or within 10 days' following such later date as it first becomes due and owing, if later.

(b) Notwithstanding anything in this Agreement or elsewhere to the contrary, if payment or provision of any amount or other benefit that is “deferred compensation” subject to Section 409A of the Code at the time otherwise specified in this Agreement or elsewhere would subject such amount or benefit to additional tax pursuant to Section 409A(a)(1)(B) of the Code, and if payment or provision thereof at a later date would avoid any such additional tax, then the payment or provision thereof shall be postponed to the earliest date on which such amount or benefit can be paid or provided without incurring any such additional tax.

6. Waiver and Release As a condition precedent to receiving any payment or benefit (other than the Accrued Obligations), Executive shall execute and deliver to the Company not later than eight (8) days prior to the Transition Date, and not timely revoke, a Waiver and Release in the form attached as Exhibit A to this Agreement.

7. Supplemental Release Following End of Consulting Period Executive acknowledges and agrees that no more than eight (8) days prior to the end of the Consulting Period, he shall execute and deliver a Supplemental Release in the form attached hereto as Exhibit B reaffirming the releases contained in the Waiver and Release and further releasing the Company of any claims that may have arisen between the Transition Date and the end of the Consulting Period. In the event Executive fails to execute and deliver such Supplemental Release, Executive agrees that the Company shall have no obligation to provide the consideration set forth in Section 4(b) that is payable on March 15, 2008. All other provisions of this Agreement, however, shall remain in full force and effect.

8. Restrictive Covenants

(a) **Non-Competition.** For a period commencing on the Effective Date and continuing for two (2) years thereafter, Executive will not, without prior written consent of the Company’s CEO and CFO, such consent not to be unreasonably withheld or delayed, directly or indirectly (through aid or assistance to others) engage in a Restricted Activity in a Restricted Territory with a Competitor, as those terms are defined herein.

(i) “Restricted Territory” means any geographic area throughout the United States, except for background screening for which the geographic area is the area(s) of the world in which the Company does business.

(ii) “Restricted Activity” means any activity for which Executive had Confidential Information within the thirty-six (36) months prior to the Transition Date.

(iii) “Competitor” means any entity or individual (other than the Company), engaged in providing specialized credit reports for mortgage lenders; providing motor vehicle records, transportation industry credit reporting, fleet management, supply chain theft and damage mitigation consulting, consumer location, criminal records reselling, subprime credit reporting, consumer credit reporting services and lead generation; providing specialized credit reports, credit automation software, and lead generation services to auto dealers and lenders; providing prospective employee’s criminal record, motor vehicle violations, credit standing, involvement in civil litigation, verification of references, educational

credentials or licenses, social security number, and industry specific records; providing reports containing information about prospective renter's eviction record, lease and payment performance history, credit standing, references, and criminal records; providing surveillance services, field interviews, computer forensics, electronic discovery, due diligence reports and other high level litigation investigations; investigating worker's compensation, disability and liability insurance fraud; and investigation of trade secret theft, software infringement, financial fraud, employee malfeasance, and unfair competition.

(b) Non-Solicitation of Customers. For a period commencing on the Effective Date and continuing for two (2) years thereafter, Executive will not, either individually or as a employee, partner, consultant, independent contractor, owner, agent, or in any other capacity, directly or indirectly (through aid and assistance to others), for a Competitor of the Company as defined in Section 8(a)(iii) above solicit business from any client or account of the Company or any of its affiliates with which Executive had contact or about which Executive had knowledge of Confidential Information by reason of Executive's employment with the Company.

(c) Non-Solicitation of Employees. For a period commencing on the Effective Date and continuing for two (2) years thereafter, Executive will not, either individually or as a employee, partner, consultant, independent contractor, owner, agent, or in any other capacity, directly or indirectly (through aid or assistance to others) solicit, induce or encourage any person to leave employment with the Company, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, for any non-Company affiliated entity, any person other than Ezra Schneier who on, or during the six (6) months immediately preceding, the date of such solicitation or hire to Executive's knowledge is or was an officer or employee of the Company. The restriction of this Section 8(c) shall not prohibit Executive from seeking the approval of the CEO and the CFO of the Company, which approval shall be given in their sole discretion, to hire or solicit such individual following such individual's voluntary or involuntary termination of employment.

(d) Non-Disparagement. For a period commencing on the Effective Date and continuing for two (2) years thereafter, Executive shall not (a) make any written or oral statement that constitutes disparagement, defamation, libel or slander of the Company or its products, services, officers, directors, employees, or other representatives, or tarnishes any of their images or reputations or (b) publish, comment upon or disseminate any statements suggesting or accusing the Company or any of its Affiliates or any agents, employees or officers of the Company or any of its Affiliates of any misconduct or unlawful behavior. This Section shall not be deemed to be breached by truthful testimony of Executive given in any judicial or governmental proceeding or by any other action of Executive which is taken in accordance with the requirements of applicable law or administrative regulation.

(e) Confidentiality.

(i) Executive recognizes that the Company derives substantial economic value from information created and used in its business which is not

generally known by the public, including, but not limited to, plans, designs, concepts, computer programs, formulae, and equations; product fulfillment and supplier information; customer and supplier lists, and confidential business practices of the Company and any of its customers, vendors, business partners or suppliers; profit margins and the prices and discounts the Company obtains or has obtained or at which it sells or has sold or plans to sell its products or services (except for public pricing lists); manufacturing, assembling, labor and sales plans and costs; business and marketing plans, ideas, or strategies; confidential financial performance and projections; employee compensation; employee staffing and recruiting plans and employee personal information; and other confidential concepts and ideas related to the Company's business (collectively, "Confidential Information"). Executive expressly acknowledges and agrees that by virtue of his employment with the Company, Executive had access to and used in the course of Executive's duties certain Confidential Information and that Confidential Information constitutes trade secrets and confidential and proprietary business information of the Company, all of which is the exclusive property of the Company. For purposes of this Agreement, Confidential Information includes the foregoing and other information protected under the Florida Uniform Trade Secrets Act, or to any comparable protection afforded by applicable law. Notwithstanding the foregoing, "Confidential Information" shall not include information (i) that is or becomes generally known to the public by any means other than a breach of Executive's obligations under this Agreement; (ii) was previously known to Executive or rightfully received by him from a third party who has the right to transfer or disclose such information; (iii) is independently developed by Executive; or (iv) is subject to disclosure under court order or other lawful process.

(ii) Executive agrees that Executive will not for himself or for any other person or entity, directly or indirectly, without the prior written consent of the Company: (i) use Confidential Information for the benefit of any person or entity other than the Company; (ii) remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Confidential Information; or (iii) publish, release, disclose or deliver or otherwise make available to any third party any Confidential Information by any communication, including oral, documentary, electronic or magnetic information transmittal device or media. Upon the Transition Date, Executive shall return to the Company copies of all documents containing Confidential Information and all other property of the Company in his possession. This obligation of non-disclosure and non-use of information shall continue for two (2) years from and after the Transition Date. Further, to the extent that any Confidential Information is held by an arbitrator or court of competent jurisdiction not to be a trade secret within the meaning of the Florida Uniform Trade Secrets Act, the prohibition against using or disclosing such information shall expire one (1) year after the Transition Date.

(f) Effect of Breach.

If at any time Executive breaches any of the covenants in this Section 8 then: (i) Executive shall forfeit any unpaid Cash Payment and repay any paid Cash Payment; (ii) Executive shall forfeit any unexercised stock options under the 2003 Incentive Compensation Plan which were not vested as of the Transition Date; (iii) Executive shall forfeit any Restricted Stock Units under the 2003 Incentive Compensation Plan which were not vested as of the Transition Date; (iv) Executive will be required to pay the full costs of COBRA coverage rather than the employee premium; (v) Executive will forfeit life insurance coverage except as to any conversion privileges under which Executive shall be responsible for all premiums; and (vi) Executive shall forfeit any future compensation under the Consulting Arrangement.

(g) Equitable Relief and Other Remedies - Construction.

(i) Executive acknowledges that each of the provisions of Section 8 and of Section 9 are reasonable and necessary to preserve the legitimate business interests of the Company, its present and potential business activities and the economic benefits derived therefrom; that they will not prevent him or her from earning a livelihood in Executive's chosen business and are not an undue restraint on the trade of Executive, or any of the public interests which may be involved.

(ii) Executive agrees that, the Company will be damaged by a violation of Section 8 or of Section 9 and the amount of such damage may be difficult to measure. Executive agrees that if Executive commits or threatens to commit a breach of any of the covenants and agreements contained in Sections 8 or Section 9, then the Company shall have the right, to the extent permitted by applicable law, to seek to obtain all appropriate injunctive relief from a court described in Section 15(b), without posting bond therefor, except as required by law, in addition to any other rights and remedies that may be available at law or under this Agreement, it being acknowledged and agreed that any such breach would cause irreparable injury to the Company and that money damages would not provide an adequate remedy.

(h) Severability. The Parties agree that the covenants contained in Section 8 and in Section 9 are severable. If an arbitrator or court shall hold that the duration, scope, area or activity restrictions stated herein are unreasonable under circumstances then existing, the Parties agree that the maximum duration, scope, area or activity restrictions reasonable and enforceable under such circumstances shall be substituted for the stated duration, scope, area or activity restrictions to the maximum extent permitted by law.

(i) Enforcement. The obligations contained in this Section 8 and in Section 9 below shall be fully enforceable on and after the Effective Date to the extent set forth therein. Nothing in this Agreement or elsewhere shall prevent any person or entity: from testifying truthfully (or from making disclosures) when required by law, subpoena, court order or the like (including, for the avoidance of doubt, the listing requirements of any exchange on which the common stock of the Company is traded); from making truthful statements (or making other disclosures) in confidence to an attorney for the purpose of

seeking legal advice; or from testifying truthfully (or from making other disclosures) in any proceeding governed by Sections 8(g)(ii) or 16 of this Agreement.

(j) Release of Executive. In consideration for Executive's commitments set forth in this Agreement and in the Waiver and Release, the Company irrevocably and unconditionally releases and discharges Executive and Executive's heirs, executors, personal representatives and successors and assigns, from any and all claims, including attorneys' fees, complaints, liabilities, obligations, damages, actions of any nature, known or unknown, suspected or unsuspected, that it ever had or now has relating in any way to Executive's employment relationship or the termination of Executive's employment relationship with the Company, other than claims arising from any act or omission of the Executive which constitutes gross negligence, willful misconduct or fraud. For purposes of this Section 8, "willful" means that the act or failure to act was taken or omitted not in good faith and without reasonable belief that Executive's action or omission was in the best interests of the Company. The Company shall be entitled to all of the benefits in this Section 8 and in Section 9 from and after the Effective Date, including the right to enforce the same as provided in Section 8(g); provided, however, that its sole non-equitable remedy shall be as set forth in Section 8(f).

9. Cooperation. Through the end of the Consulting Period, Executive, upon reasonable request by the Board or its chairman: will respond and provide information with regard to matters in which Executive has knowledge as a result of Executive's employment with the Company, will provide reasonable assistance to the Company and its representatives in defense of any claims that may be made against the Company; and will assist the Company in the prosecution of any claims that may be made by the Company, to the extent that such claims may relate to the period of Executive's employment with the Company (or any predecessor); provided, in each case, that with respect to periods after the Transition Date, the Company shall reimburse Executive for any out-of-pocket expenses (including, without limitation, attorneys fees) reasonably incurred in providing such assistance; and provided further that after the Transition Date such assistance shall not unreasonably interfere with Executive's business or personal obligations. Executive agrees to promptly inform the Company if Executive becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company. Executive also agrees to promptly inform the Company (to the extent Executive is legally permitted to do so) if Executive is asked to assist in any investigation of the Company (or its actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company with respect to such investigation, and shall not do so unless legally required.

10. Notification of Existence of Agreement Executive agrees that in the event that Executive is offered employment with another employer (including service as a partner of any partnership or service as an independent contractor) that commences, or is scheduled to commence, at any time prior to the second anniversary of the Transition Date, Executive shall promptly advise said other employer (or partnership) of the existence of this Agreement and shall promptly provide said employer (or partnership or service recipient) with a copy of this Agreement.

11. Notification of Subsequent Employment Executive shall report promptly to the Company any employment with another employer (including service as a partner of any

partnership or service as an independent contractor or establishment of any business as a sole proprietor) that commences, or is scheduled to commence, prior to the second anniversary of the Transition Date.

12. Nonalienation of Benefits Except as may otherwise be required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, bankruptcy or hypothecation or to exclusion, attachment, levy or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to effect any such action shall be null, void and of no effect. Notwithstanding the foregoing, Executive's rights to compensation and benefits may be transferred as provided in Section 13 below.

13. Beneficiary Any amounts payable after the death of Executive under any Company plan referred to in this Agreement shall be paid to the designated beneficiary, or if none the default beneficiary, determined in accordance with such plan. Any other amounts payable pursuant to this Agreement after the death of Executive shall be paid to one or more beneficiaries designated by Executive in writing filed with the Company during his lifetime, which beneficiary or beneficiaries shall be subject to change from time to time in writing in like manner without the consent of any designated beneficiary. A beneficiary may be a trust, an individual or Executive's estate. If Executive fails to designate a beneficiary, primary or contingent, then and in such event, such benefit shall be paid to the surviving spouse of Executive or, if he shall leave no surviving spouse, then to Executive's estate. If a named beneficiary entitled to receive any death benefit is not living or in existence at the death of Executive or dies prior to asserting a written claim for any such death benefit or waives in writing his, her or its, claim to any such death benefit, then and in any such event, such death benefit shall be paid to the other primary beneficiary or beneficiaries named by Executive who shall then be living or in existence, if any, otherwise to the contingent beneficiary or beneficiaries named by Executive who shall then be living or in existence, if any; but if there are no primary or contingent beneficiaries then living or in existence, such benefit shall be paid to the surviving spouse of Executive or, if he shall leave no surviving spouse, then to Executive's estate. If a named beneficiary is receiving or is entitled to receive payments of any such death benefit and dies before receiving all of the payments due him, her or it, any remaining benefits shall be paid to the other primary beneficiary or beneficiaries named by Executive who shall then be living or in existence, if any, otherwise to the contingent beneficiary or beneficiaries named by Executive who shall then be living or in existence, if any; but if there are no primary or contingent beneficiaries then living or in existence, the balance shall be paid to the estate of the beneficiary who was last receiving the payments.

14. Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, except its laws regarding choice of law, and except to the extent preempted by federal law. The Parties expressly agree that it is appropriate for Florida law to apply to: (i) the interpretation of the Agreement; (ii) any disputes arising out of this Agreement; (iii) any disputes arising out of the employment relationship of the Parties; and (iv) any and all other disputes between the Parties.

15. Choice of Forum

(a) The Company's principal place of business is in Florida, and Executive understands and acknowledges the Company's desire and need to defend any litigation against it in Florida. Accordingly, the Parties agree that any claim of any type brought in a court by Executive against the Company must be maintained only in a court sitting in Pinellas County, Florida, or, if a federal court, the Middle District of Florida, Tampa Division.

(b) Executive further understands and acknowledges that in the event the Company initiates litigation against Executive, the Company may need to prosecute such litigation in Executive's forum state, in the State of Florida, or in such other state where Executive is subject to personal jurisdiction. Accordingly, the Parties agree that (subject to the provisions of Section 16) the Company may pursue any claim against Executive in any court in which Executive is subject to personal jurisdiction. Executive specifically consents to personal jurisdiction in any court sitting in Pinellas County, Florida, or, if a federal court, the Middle District of Florida, Tampa Division.

16. Mandatory Arbitration Executive (on behalf of himself and his beneficiaries) and the Company (on behalf of itself and the Company) agree that controversy or claim arising out of, or relating to this Agreement, or the breach thereof, or Executive's employment with the Company, or any termination of such employment, shall, except to the extent otherwise provided in Section 8(g)(i) with respect to certain claims for injunctive relief, be settled by arbitration in St. Petersburg, Florida, in accordance with the American Arbitration Association's Commercial Arbitration Rules as then in effect, before three (3) arbitrators who are licensed to practice law. The arbitrators shall apply the substantive law of Florida or federal law, or both, as applicable to the dispute. Any award entered shall be final, binding and nonappealable except on such limited grounds for appeal of arbitration awards as may be permitted by applicable law. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

17. Waiver of Jury Trials To the extent that the provisions of Section 16 above are found unenforceable, Executive expressly waives any rights to a jury trial and agrees that any claim of any type made by him against the Company or its agents or executives (including, but not limited to, employment discrimination litigation, wage litigation, defamation, or any other claim) lodged in any court will be tried, if at all, without a jury.

18. Tax Withholding The Company will withhold from any amounts payable under this Agreement all federal, state, city or other taxes as required by any applicable law or governmental regulation or ruling. Executive will be responsible for the payment of all taxes associated with any payments or benefits provided under this Agreement.

19. Notices Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and will be deemed to have been given when delivered in person (to Executive if such notice is for Executive) or five (5) days following sending by overnight courier or mailing by first class, certified or registered mail, postage prepaid, to Executive at his home address, with a copy to Gregory Yadley, Shumaker, Loop & Kendrick, LLP, 101 E. Kennedy Blvd., Suite 2800, Tampa, FL 33602, or to such other persons and addresses as Executive shall

have designated in writing or if to the Company, to the attention of the Company's General Counsel, at the Company's principal place of business, 100 Carillon Parkway, St. Petersburg, Florida 33716, or to such other persons and addresses as the Company shall have designated in writing.

20. Headings The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any of its provisions.

21. Successors and Assigns The rights and obligations of the Company under this Agreement shall inure to its benefit and to the benefit of any successor to substantially all of its business and assets that expressly agrees to assume the Company's obligations hereunder. This Agreement, being personal to Executive, cannot be assigned by Executive except to the extent provided in Section 13 above. In the event of Executive's death or a judicial determination of his incompetence, references in this Agreement to Executive shall be deemed, as appropriate, to refer to his beneficiaries, estate, executor(s), or other legal representative(s).

22. Waiver and Amendments, Etc. Failure of either Party to insist upon strict compliance with any terms or provisions of this Agreement shall not be deemed a waiver of any terms, provisions or rights of such Party. Moreover, no modifications, amendments, extensions or waivers of this Agreement or any provisions hereof shall be binding upon either Party unless in writing that specifically identifies the terms or provisions of this Agreement that are being affected and that is signed by both Parties. In the event of any conflict between this Agreement and any Equity Arrangement, the terms of this Agreement shall control unless otherwise provided in writing separate from such Equity Arrangement that specifically identifies the terms or provisions of this Agreement that are subject to specifically identified terms or provisions of the applicable Equity Arrangement, and that is signed by both Parties.

23. Complete Agreement This Agreement constitutes the entire agreement of the Parties concerning its specific subject matter and supersedes all prior employment agreements or understandings regarding the terms, conditions, and issues contained herein. Except as specifically provided in this Agreement, Executive shall not be entitled to any other consideration or benefit from the Company, and Company shall have no obligation to Employee, except as expressly provided in this Agreement.

24. Counterparts This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures delivered by facsimile shall be effective for all purposes.

IN WITNESS WHEREOF, the Company and Executive have duly executed and delivered this Agreement effective as of the day and year first above written.

JOHN LONG

/signed/ John Long

FIRST ADVANTAGE CORPORATION

By: /signed/ John Lamson

Name: John Lamson

Title: EVP, CFO

EXHIBIT A
WAIVER AND RELEASE

This Waiver and Release ("Release") is granted by John Long (the "Executive") in favor of First Advantage Corporation (the "Company"). Executive acknowledges that he has entered into this Release voluntarily, and that it is intended to be a legally binding commitment by him.

In consideration for and contingent upon Executive's right to receive certain benefits described in the Transition Agreement, between the Parties dated as of March 2, 2007 (the "Transition Agreement") Executive hereby agrees as follows:

(a) General Waiver and Release. Except as provided in Paragraph (e) below, Executive, for himself and his successors and assigns, hereby releases, waives and forever discharges the Company, its past subsidiaries and its past and present affiliates, and their respective successors and assigns, and their respective present or past officers, trustees, directors, shareholders, executives and agents of each of them, from any and all claims, demands, actions, liabilities and other claims for relief and remuneration whatsoever (including without limitation attorneys' fees and expenses), whether known or unknown, absolute, contingent or otherwise, that arose in Executive's favor at any time up to and including the date of his execution of this Release, and that arise out of or relate to Executive's employment with the Company, or the cessation and termination of such employment (each, a "Claim"), including (without limitation) any such Claim that arises under any written or oral agreement between the Company and Executive, or that relates to any change in Executive's employment status or in his benefits or compensation, or that arises from any tortious injury, breach of contract, wrongful discharge (including any Claim for constructive discharge), infliction of emotional distress, slander, libel or defamation of character, or that arises under Title VII of the Civil Rights Act of 1964 (as amended by the Civil Rights Act of 1991), the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Equal Pay Act, the Older Workers Benefits Protection Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, the Florida Human Rights Act, or any other federal, state or local statute, law, ordinance, regulation, rule or executive order, or that constitutes a tort or contract claim. Executive agrees that if any action is brought in his name or on his behalf (or in the name or on behalf of a class to which Executive belongs) before any court or administrative body with respect to a Claim released under this Release, Executive will not accept any payment of monies in connection therewith.

(b) Compensation. Executive acknowledges that the Transition Agreement specifies payment from the Company to himself, the total of which meets or exceeds any and all funds due him from the Company in the absence of his executing this Release, and that he will not seek to obtain any additional funds from the Company with the exception of non-reimbursed business expenses. (For avoidance of doubt, this Release does not preclude Executive from seeking workers' compensation, unemployment compensation, or benefit payments from Company's insurance carriers that could be due him or benefits due him under any qualified plans sponsored by the Company in which he participated while an employee of the Company.)

(c) Non-Competition, Non-Solicitation and Confidential Information and Inventions. Executive warrants that he has to the best of his knowledge complied, and will continue to comply, fully with Sections 8 and 9 of the Transition Agreement.

(d) THE COMPANY AND EXECUTIVE AGREE THAT THE BENEFITS DESCRIBED IN THE TRANSITION AGREEMENT AS SUBJECT TO EXECUTIVE'S (OR HIS ESTATE'S) COMPLIANCE WITH SECTION 6 THEREOF ARE CONTINGENT UPON EXECUTIVE SIGNING THIS RELEASE. EXECUTIVE FURTHER UNDERSTANDS AND AGREES THAT IN SIGNING THIS RELEASE, EXECUTIVE IS RELEASING POTENTIAL LEGAL CLAIMS AGAINST THE COMPANY. EXECUTIVE UNDERSTANDS AND AGREES THAT IF HE DECIDES NOT TO SIGN THIS RELEASE, OR IF HE REVOKES THIS RELEASE, THAT HE WILL IMMEDIATELY REFUND TO THE COMPANY ANY AND ALL PAYMENTS OR BENEFITS HE MAY HAVE ALREADY RECEIVED PURSUANT TO THE TRANSITION AGREEMENT THAT BY THE TERMS OF THE TRANSITION AGREEMENT ARE SUBJECT TO THE EXECUTION, DELIVERY OR NON-REVOCATION, OF THIS RELEASE.

(e) The waiver and release contained in Sections (a) and (b) above does not apply to:

- (i) Any Claim arising under, or preserved by the Transition Agreement,
- (ii) Any Claim under any employee benefit plan in accordance with the terms of the applicable employee benefit plan,
- (iii) Any Claim under or based on a breach of this Release,
- (iv) Rights or Claims that may arise under the Age Discrimination in Employment Act after the date that Executive signs this Release,
- (v) Any right to indemnification by the Company or to coverage under directors and officers liability insurance with Executive is otherwise entitled in accordance with the Company's articles or by-laws or other agreement between Executive and the Company.

(f) EXECUTIVE ACKNOWLEDGES THAT HE HAS READ AND IS VOLUNTARILY SIGNING THIS RELEASE. EXECUTIVE ALSO ACKNOWLEDGES THAT HE IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY, HE HAS BEEN GIVEN AT LEAST 21 DAYS TO CONSIDER THIS RELEASE BEFORE THE DEADLINE FOR SIGNING IT, AND HE UNDERSTANDS THAT HE MAY REVOKE THE RELEASE WITHIN SEVEN (7) DAYS AFTER SIGNING IT. IF NOT REVOKED WITHIN SUCH PERIOD, THIS RELEASE WILL BECOME EFFECTIVE ON THE EIGHTH (8) DAY AFTER IT IS SIGNED BY EXECUTIVE.

BY SIGNING BELOW, EXECUTIVE AGREES THAT HE UNDERSTANDS AND ACCEPTS EACH PART OF THIS RELEASE.

(Executive)

DATE

EXHIBIT B
SUPPLEMENTAL RELEASE

The undersigned hereby verifies his renewed agreement to the terms of the Transition Agreement dated March 2, 2007 (the "Agreement"), as well as the release and waiver of any and all claims relating to his employment with the First Advantage Corporation, including his termination from the position of Chief Executive Officer, his transition to the position of consultant, as well as any claims arising between the Transition Date and the effective date of this Supplemental Release, including but not limited to claims under any local ordinance or state or federal employment law, including laws prohibiting discrimination in employment on the basis of race, sex, age (in particular, any claim under the Age Discrimination in Employment Act or the Fair Employment and Housing Act), disability, national origin, or religion, as well as any claims for wrongful discharge, breach of contract, attorneys' fees, costs, or any claims of amounts due for fees, commissions, stock options, expenses, salary, bonuses, profit sharing or fringe benefits. The undersigned explicitly acknowledges that the terms of Sections 8 and 9 of the Agreement shall also apply to this Supplemental Release and are incorporated herein.

JOHN LONG, an individual

John Long

Date: _____, 2008

FIRST ADVANTAGE CORPORATION

Date: _____, 2008

Chief Executive Officer

I, Chief Executive Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of FIRST ADVANTAGE CORPORATION;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2007

/s/ ANAND NALLATHAMBI

Anand Nallathambi
Chief Executive Officer

Chief Financial Officer

I, John Lamson, Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of FIRST ADVANTAGE CORPORATION;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 3, 2007

/s/ JOHN LAMSON

John Lamson
Chief Financial Officer

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. ss. 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of FIRST ADVANTAGE CORPORATION (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: May 3, 2007

/s/ ANAND NALLATHAMBI

Anand Nallathambi

Chief Executive Officer

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. ss. 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. ss. 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of FIRST ADVANTAGE CORPORATION (the "Company") hereby certifies, to such officer's knowledge, that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2007 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Date: May 3, 2007

/s/ JOHN LAMSON

John Lamson
Chief Financial Officer

The foregoing certification is being furnished solely to accompany the Report pursuant to 18 U.S.C. ss. 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.