

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

FIRST ADVANTAGE CORPORATION

(Name of Issuer)

Class A Common Stock

(Title of Class of Securities)

31845F 10 0

(CUSIP Number)

Harold Kahn, Chief Operating Officer.  
Pequot Capital Management, Inc.  
500 Nyala Farm Road, Westport, CT 06880  
(203) 429-2200

(Name, Address, and Telephone Number of Person Authorized to Receive Notices and Communications)

June 5, 2003

(Date of Event which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 31845F 10 0

1 NAMES OF REPORTING PERSONS  
Pequot Capital Management, Inc.

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON  
06-1524885

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) n/a  
(b) X\*

3 SEC USE ONLY

4 SOURCE OF FUNDS

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS  
IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)

n/a

6 CITIZENSHIP OR PLACE OF ORGANIZATION

Connecticut

NUMBER OF SHARES	7	SOLE VOTING POWER	2,203,267*
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER	0*
THE REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER	2,203,267*
	10	SHARED DISPOSITIVE POWER	0*

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY THE REPORTING PERSON  
2,203,267\*

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES n/a

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.0%\*

14 TYPE OF REPORTING PERSON IA

\*The Reporting Person may be deemed to be part of a group with The First American Corporation ("FAMC") pursuant to certain terms of the Stockholders Agreement described in Item 4. The Reporting Person does not affirm to be part of a group and expressly disclaims beneficial ownership of the 16,027,286 FADV B Shares (as defined herein) held by FAMC which are convertible on a one for one basis into an equal amount of shares of FADV A Shares (as defined herein) at any time in the absolute discretion of FAMC and on a mandatory basis upon the occurrence of certain events specified in the Issuer's first amended and restated certificate of incorporation. Such FADV A Shares are, accordingly, not included in the amounts specified by the Reporting Person above.

#### Item 1. Security and Issuer

Class of Securities: Class A common stock, par value \$.001 per share (the "FADV A Shares")

Issuer: First Advantage Corporation (the "Issuer")  
805 Executive Center Drive West, Suite 300  
St. Petersburg, Florida 33702

#### Item 2. Identity and Background

Name of Reporting Person: Pequot Capital Management, Inc.  
(the "Reporting Person")

State of Incorporation: Connecticut

Principal Business: The Reporting Person is an investment adviser registered under the Investment Advisers Act of 1940, and acts as investment adviser to certain managed accounts over which the Reporting Person exercises discretionary authority (the "Accounts"). The address of the principal business and office, and of the Executive Officers, Director and Controlling

Person (as defined below) is 500 Nyala Farm Road, Westport, CT 06880.

The Reporting Person is the investment advisor/manager of, and exercises sole investment discretion over, Pequot Private Equity Fund II, L.P., a Delaware limited partnership (the "Fund"), one of the Accounts. Lawrence D. Lenihan, Jr., a managing director of the Reporting Person, is a member of the board of directors of the Issuer.

The executive officers of the Reporting Person are Mr. Arthur J. Samberg, Ms. Sharon Haugh and Mr. Harold Kahn, the director of the Reporting Person is Mr. Arthur J. Samberg, and the controlling shareholder is Mr. Arthur J. Samberg (collectively, the "Executive Officers, Director and Controlling Person"). Each of the Executive Officers, Director and the Controlling Person is a citizen of the United States.

Neither the Reporting Person nor the Executive Officers, Director and Controlling Person have, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

Neither the Reporting Person nor the Executive Officers, Director and Controlling Person have, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which resulted in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

#### Item 3. Source and Amount of Funds or Other Consideration

On June 5, 2003, all of the common stock of US Search.com, Inc. ("USS") beneficially owned by the Reporting Person was converted into 2,101,188 FADV A Shares, pursuant to an Agreement and Plan of Merger, dated as of December 13, 2002 (the "Merger Agreement"), with FAMC, the Issuer and Stockholm Seven Merger Corp., a Delaware corporation ("Merger Sub"), pursuant to which, among other things, Merger Sub merged with and into USS (the "Merger") and USS continued as the surviving corporation (the "Surviving Corporation") and a wholly-owned subsidiary of the Issuer. In addition, all outstanding warrants and options to purchase USS shares were assumed by the Issuer and are exercisable into an aggregate of 97,193 FADV A Shares with respect to the warrants and an aggregate of 5,829 FADV A Shares with respect to the options (of which 4,886 are currently vested or vest within 60 days of the date hereof). On June 5, 2003, at the effective time of the merger (the "Effective Time"), the Reporting Person became a beneficial owner of 2,203,267 FADV A Shares and Mr. Lawrence D. Lenihan, Jr. was granted a seat on the Board of Directors of the Issuer and, as described in Item 6 below, was granted an option to purchase 5,000 shares of FADV A Shares (none of which are currently vested nor will be vested within 60 days from the date hereof).

The description of the Merger Agreement contained in this Item 3 below does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement included as Exhibit 1 hereto and is incorporated herein by reference.

#### Item 4. Purpose of Transaction

The Reporting Person acquired the FADV A Shares beneficially owned by it pursuant to the terms of the Merger Agreement. The Reporting Person considers the FADV A Shares as an investment made in the ordinary course of its business. The Reporting Person intends to review on a continuing basis its investment in the Issuer, including the Issuer's business, financial condition and operating results and general market and industry conditions and, based upon such review, may acquire additional FADV A Shares or dispose of FADV A Shares in the open market, in privately negotiated transactions or in any other lawful manner.

In consideration for the Merger, the Issuer issued to FAMC 16,027,286 shares of its Class B common stock, par value \$.001 per share (the "FADV B Shares"). The FADV B Shares are convertible on a one for one basis into an equal amount of shares of the FADV A Shares, at any time at the sole discretion of FAMC, as well as upon the occurrence of certain events specified in the Issuer's first amended and restated certificate of incorporation. As a holder of the Issuer's FADV B Shares, FAMC is entitled to ten votes for each share held of record on all matters submitted to a vote of holders of the Issuer's common stock.

The description of the Merger Agreement contained in this Item 4 does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement included as Exhibit 1 hereto and is incorporated herein by reference.

Stockholders Agreement

Concurrently with the execution and delivery of the Merger Agreement, the Reporting Person entered into a Stockholders Agreement (the "Stockholders Agreement") among the Reporting Person, FAMC and the Issuer.

Tag-Along Right. In the Stockholders Agreement, FAMC agreed that it will not, directly or indirectly, transfer any shares of the Issuer's capital stock to any party in a transaction or series of related transactions occurring within a three-year period commencing at the close of the Merger if, immediately after such transfer, FAMC and its affiliates would not beneficially own at least 70% of the number of shares of the Issuer's capital stock issued to FAMC and its affiliates at the closing of the Merger unless:

- o FAMC delivers a written notice to the Reporting Person of such sale, identifying the third party, the number of shares proposed to be transferred, the purchase consideration for the shares, the proposed date of the closing of such sale and the other material terms and conditions of the proposed sale; and

- o at the Reporting Person's election, FAMC permits the Reporting Person and its affiliates to participate in such sale by selling a number of shares held by the Reporting Person equal to the product of (a) a fraction, the numerator of which is the number of shares proposed to be sold by FAMC and its affiliates and the denominator of which is the total number of shares then held by FAMC and its affiliates and (b) the total number of shares then held by the Reporting Person and its affiliates.

The purchase consideration paid for exercising the tag-along right will be the purchase consideration offered to FAMC or its affiliates. If FAMC or any of its affiliates has sold any shares of the Issuer to the other party in the 12 months before delivering the notice to the Reporting Person or such sale is part of a series of related transactions, the Reporting Person may request to treat all such sales to which the Reporting Person has not been granted a tag-along right as a single transaction, and the price per share to be paid will be the weighted average price paid for all such transactions.

Designation of Director. FAMC agreed to vote, and cause each of its affiliates to vote, all of its shares of the Issuer, or otherwise take such action, as is necessary to ensure that the size of the board of directors of the Issuer will be no more than 10 directors. In addition, FAMC and each of its affiliates will cause the election to the board of directors of the Issuer of one representative designated in writing by the Reporting Person who initially is Lawrence D. Lenihan, Jr. However, FAMC and its affiliates are not required to vote their shares in favor of any such representative if:

- o such representative is an officer, director or employee of a person, that is, directly or through its subsidiaries, materially engaged in an individual background screening business that competes with the individual background screening business owned by the Issuer and its subsidiaries; or

- o such representative is or has been the subject of any of the matters described in Rule 262(b) promulgated under the Securities Act.

In lieu of designating a member of the board of directors, the Reporting Person may, subject to execution of a mutually agreed confidentiality agreement, designate a representative to:

- o attend all regular and special meetings of the Issuer's board of directors in a non-voting, observer capacity; and

- o receive all notices and materials provided to members of the board of directors, other than privileged information or information that the board reasonably determines to conflict with such representative's rights.

Registration Rights. The securities that may be registered under the Stockholders Agreement are:

- o any FADV A Shares of the Issuer that the Reporting Person or any of its affiliates own at the date of closing of the Merger or received or is receivable upon the exercise of warrants held at such closing;

- o any securities received or receivable as a dividend, stock split or other distribution with respect to other registrable securities;

- o any securities received or receivable upon specific reorganization, reclassification, merger, consolidation or other similar events; and

- o any FADV A Shares of the Issuer acquired by the Reporting Person or its affiliates after the date of Stockholders Agreement, the transfer of which is restricted under Rule 144 of the Securities Act.

Demand Registration Rights. The Reporting Person has the right, by written notice delivered to the Issuer, to require the Issuer to register under the Securities Act the resale registrable securities (as described above) having an aggregate offering price (before deducting of underwriting discounts and commissions) to the public in excess of \$5.0 million. Upon receipt of a notice by the Reporting Person, the Issuer will effect, as expeditiously as reasonably possible, the registration under the Securities Act of all registrable securities that the Reporting Person requests to be registered.

If the Reporting Person exercises its demand registration rights and intends to distribute the registrable securities covered by its request by means of an underwriting, the Issuer will enter into an underwriting agreement in customary form with an underwriter or underwriters selected for such underwriting by the Reporting Person (which underwriter or underwriters will be reasonably acceptable to the Issuer).

The Issuer will not be required to effect any registration based on the Reporting Person's demand registration rights:

- o before December 13, 2003;

- o after the Issuer has effected two registration statements pursuant to the Reporting Person's demand registration rights and such registration statements have become effective;

- o if the Issuer furnishes to the Reporting Person a certificate signed by the President or Chief Executive Officer of the Issuer stating that in the good faith judgment of the Issuer's board of directors, it would be seriously detrimental to the Issuer and its stockholders for such registration statement to be effected at such time. If such event occurs, the Issuer has the right to defer such filing for a period of not more than ninety days after receipt of the Reporting Person's request; provided that such right to delay a request is exercised by the Issuer not more than once in any twelve (12) month period; or

- o if the Reporting Person proposes to dispose of FADV A Shares of registrable securities that may be registered on a Form S-3.

Piggyback Registration. If the Issuer proposes to file any registration statement under the Securities Act for purposes of a public offering of securities of the Issuer, whether or not for sale for its own account, it will afford the Reporting Person and its affiliates an opportunity to include in such registration statement all or part of the registrable securities. If such registration statement is for an underwritten offering, the Reporting Person will enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Issuer but in no event will any indemnity and/or contribution provisions in such underwriting agreement provide that the indemnity and/or contribution of the Reporting Person exceed the net proceeds from the offering received by the Reporting Person.

S-3 Registrations. The Issuer will use its reasonable best efforts to become and remain eligible to register offerings of securities on Form S-3 or its successor form. At all times during which the Issuer is qualified for the use of Form S-3, the Reporting Person may request that the Issuer register its registrable securities on Form S-3. However, the Issuer will not be required to effect more than two such registrations during any twelve-month period if such registrations on Form S-3 have been declared or ordered effective and have remained effective until the earlier of 30 days after the date of effectiveness or the date all of the registrable securities registered thereunder have been sold. The Issuer will not be required to effect any S-3 registration:

- o within 120 days of the effective date of any other registration pursuant to the Stockholders Agreement; or

- o unless the Reporting Person proposes to dispose registrable securities having an anticipated aggregate price to the public (net of underwriting discounts and expenses of sale, if any) of at least \$2.0 million.

Once in any 12 month period, the Issuer may defer filing such S-3 registration statement for a period of not more than 90 days following the requested filing date if the Issuer furnishes to the Reporting Person a certificate signed by the President or Chief Executive Officer of the Issuer stating that in the good faith judgment of the Issuer's board of directors it would be seriously detrimental to the Issuer and its stockholders for a registration statement to be filed at the time requested. Subject to the foregoing, the Issuer will use its reasonable best efforts to promptly effect such registration on Form S-3 to the extent requested by the Reporting Person

under the Stockholders Agreement.

Expenses Related to Registrations. The Issuer will pay all expenses related to any registration under the Stockholders Agreement, other than underwriting fees, discounts, commissions or transfer taxes related to the Reporting Person's shares of FADV A Shares sold under such registration and will pay fees of one special counsel to the Reporting Person or its affiliates of up to \$25,000. The Issuer and the Reporting Person have agreed to indemnify each other for third party claims arising out of securities law violations under customary circumstances.

Termination. No party has any obligations under the Stockholders Agreement before the Effective Time. After the Effective Time, the provisions of the Stockholders Agreement terminate as follows:

- o The tag-along rights terminate on the earlier of:
  - o the first date on which the Reporting Person and its affiliates beneficially own less than 5% of the total number of shares of the Issuer's common stock issued and outstanding immediately following the closing of the Merger; and
  - o the third anniversary of the Effective Time..
- o The registration rights will terminate on the earlier of:
  - o the fourth anniversary of the effective date; and
  - o the first date following the effective date on which:
    - o the Issuer is then providing current public information within the meaning of Rule 144(c)(1) promulgated under the Securities Act;
    - o no representative designated by the Reporting Person pursuant to the Stockholders Agreement is a member of the board of the Issuer; and
    - o The Reporting Person and its affiliates are able to sell all of their registrable securities without restriction under Rules 144 and 145 promulgated under the Securities Act during a three-month period.
- o The director designation right will terminate on the first date on which the Reporting Person owns less than 75% of all of the FADV A Shares issued to the Reporting Person and its affiliates at the closing of the Merger.

The description of the Stockholders Agreement above does not purport to be complete and is qualified in its entirety by reference to the Stockholders Agreement included as Exhibit 2 hereto and is incorporated herein by reference.

#### Item 5. Interest in Securities of the Issuer

(a) The Reporting Person beneficially owns 2,203,267 FADV A Shares (including shares underlying options exercisable within 60 days of the date hereof), representing 11% of FADV A Shares outstanding as of June 12, 2003 (including FADV B Shares, which are convertible on a one-for-one basis into an equal amount of FADV A Shares at any time in the absolute discretion of FAMC and on a mandatory basis upon the occurrence of certain events specified in the Issuer's first amended and restated certificate of incorporation.

In addition, by virtue of the Stockholders Agreement, it could be alleged that a "group," within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or Rule 13d-5(b)(1) thereunder, has been formed that includes FAMC and the Reporting Person. While the Reporting Person does not concede that such a "group" has been formed, this filing is being made to ensure compliance with the Exchange Act. Such group would be deemed to beneficially own, in the aggregate, 18,230,553 FADV A Shares (assuming the conversion of FADV B Shares into FADV A Shares and including shares underlying options exercisable within 60 days of the date hereof), representing 91.1% of the FADV A Shares outstanding as of June 12, 2003. The Reporting Person expressly disclaims beneficial ownership of FADV B Shares beneficially owned by FAMC and does not affirm that such a "group" exists.

(b) The information set forth, or incorporated by reference, in Items 3 and 4 is incorporated herein by reference.

Pursuant to, and to the extent set forth in, the Stockholders Agreement, it could be alleged that the Reporting Person shares voting and dispositive power with respect to the FADV B Shares with FAMC. To the knowledge of the Reporting Person and based on documents publicly filed by FAMC, (i) FAMC is a California corporation with its principal office and principal place of business located at 1 First American Way, Santa Ana, California 92707-5913, (ii) FAMC is a provider of business information and related products and services, (iii) the name, address and principal occupation of each of the officers and directors of FAMC are set forth on Exhibit 7 hereto and is incorporated herein by reference and (iv) each of such executive officers and directors is a citizen of the United States with the exception of Hon. William G. Davis, a Canadian citizen. To the knowledge of the Reporting Person and based on documents publicly filed by FAMC, during the last five years, neither FAMC nor its directors and officers of FAMC have been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to Federal or State securities laws or finding any violation with respect to such laws.

(c) Except for the information set forth, or incorporated by reference, in Item 3, which is incorporated herein by reference, none of the Reporting Persons has effected any transaction relating to the FADV A & B Shares during the past 60 days.

(d) Not applicable.

(e) Not applicable.

#### Item 6. Contracts, Agreements, Understandings or Relationships with Respect to Securities of the Issuer

Reference is made to the Merger Agreement described in Items 3 and 4, included as Exhibit 1 hereto and is incorporated by reference herein. Reference is also made to the Stockholders Agreement described in Item 4, included as Exhibit 2 hereto and is incorporated by reference herein.

##### First Advantage Corporation 2003 Incentive Compensation Plan

The Issuer has adopted the 2003 First Advantage Incentive Compensation Plan (the "Plan"), which allows the granting of stock options, stock appreciation rights, restricted stock awards, performance unit awards, performance share awards and cash-based awards to eligible persons. Subject to adjustment for certain changes in the Issuer's capitalization, a total of 3.0 million shares of the Issuer's FADV A Shares are available for issuance under the Plan. Non-employee directors of the Issuer, including Lawrence D. Lenihan, Jr., who is also an employee of the Reporting Person, receive automatic grants of options to purchase 5,000 FADV A Shares upon initial election, which vest in equal parts on each of the first three anniversaries of the date of grant, and options to purchase 2,500 FADV A Shares upon re-election to the Issuer's board. Upon the occurrence of a change of control transaction (as defined in the Plan), generally all awards under the Plan accelerate, all restrictions are lifted and all performance goals are achieved, subject to certain limitations. The committee may provide that any award, the payment of which was deferred under the Plan, will be paid or distributed as of, or promptly following, a change of control transaction. The committee may also provide that any awards subject to any such acceleration, payment, adjustment or conversion cannot be exercised after, or will terminate as of, a change of control transaction.

On June 5, 2003, at the Effective Time, Lawrence D. Lenihan, Jr. was granted a seat on the Board of Directors of the Issuer and received options to purchase 5,000 FADV A Shares (the "Initial Grant") subject to the terms described above.

The description of the Plan above does not purport to be complete and is qualified in its entirety by reference to the Plan itself, included as Exhibit 3 hereto and is incorporated herein by reference.

##### Converted Options

The following are descriptions of USS options beneficially owned by the Reporting Person that were assumed by the Issuer:

(i) On September 7, 2000, USS granted the Reporting Person an option to purchase USS shares (the "9/00 Option"), which provided for the vesting of 33 1/3% of the options at the one, two, and three year anniversary of the date of the grant, beginning September 7, 2001. The 9/00 Option was assumed by the Issuer in the Merger and is now an option to purchase 2,829

FADV A Shares with an exercise price of \$46.25 per share. As of the date of this filing, 1,886 FADV A Shares will have vested (including shares underlying options exercisable within 60 days of the date hereof).

(ii) On July 25, 2001, USS granted the Reporting Person an option to purchase USS shares (the "7/01 Option"), which provided for the vesting of 33 1/3% of the options at the one, two, and three year anniversary of the date of the grant and which was revised to fully vest, based on a vesting schedule vesting one-twelfth each month over an annual period. The 7/01 Option was assumed by the Issuer in the Merger and is now an option to purchase 2,000 FADV A Shares with an exercise price of \$50.25 per share. As of the date of this filing, the 7/01 Option has fully vested.

(iii) On July 17, 2002, USS granted the Reporting Person an option to purchase USS shares (the "7/02 Option"), which provided for the vesting of one-twelfth of the option at the end of each month subsequent to the grant date beginning July 31, 2002. The 7/02 Option was assumed by the Issuer in the Merger and is now an option to purchase 1,000 FADV A Shares with an exercise price of \$14.50 per share. As of the date of this filing, 1,000 FADV A Shares will have vested (including shares underlying options exercisable within 60 days of the date hereof).

Other than as described above, the 9/00 Option, the 7/01 Option and the 7/02 Option have substantially similar terms, a form of which is included in this filing (the "Form of Option Agreement"). The descriptions of each of the 9/00 Option, the 7/01 Option and the 7/02 Option contained in this Item 6 do not purport to be complete and are qualified in their entirety by reference to the Form of Option Agreement, which is included in this Schedule 13D as Exhibit 4 and is incorporated herein by reference.

#### Converted Warrants

The following are descriptions of USS warrants beneficially owned by the Reporting Person that were assumed by the Issuer:

(i) On June 5, 2001, USS issued a warrant to the Reporting Person to acquire USS shares (the "6/01 Warrant"). The 6/01 Warrant was assumed by the Issuer in the Merger and is now a warrant to purchase 41,462 FADV A Shares, immediately exercisable, with an exercise price of \$12.05925 per share.

(ii) On December 20, 2001, USS issued a warrant to the Reporting Person to acquire USS shares (the "12/01 Warrant"). The 12/01 Warrant was assumed by the Issuer in the Merger and is now a warrant to purchase 44,700 FADV A Shares, immediately exercisable, with an exercise price of \$26.10 per share. The 12/01 Warrant expires on December 20, 2005.

(iii) On July 18, 2002, USS issued a warrant to the Reporting Person to acquire USS shares (the "7/02 Warrant"). The 7/02 Warrant was assumed by the Issuer in the Merger and is now a warrant to purchase 8,940 FADV A Shares, immediately exercisable, with an exercise price of \$26.10 per share. The 7/02 Warrant expires on July 18, 2006.

(iv) On August 5, 2002, USS issued a warrant to the Reporting Person to acquire USS shares (the "8/02 Warrant"). The 8/02 Warrant was assumed by the Issuer in the Merger and is now a warrant to purchase 2,091 FADV A Shares, immediately exercisable, with an exercise price of \$26.10 per share. The 8/02 Warrant expires on December 20, 2005.

The 12/01 Warrant, the 7/02 Warrant and the 8/02 Warrant have substantially similar terms, a form of which is included in this filing (the "Form of Warrant"). The descriptions of each of the 6/01 Warrant, the 12/01 Warrant, the 7/02 Warrant and the 8/02 Warrant contained in this Item 6 do not purport to be complete and are qualified in their entirety by reference to each of the 6/01 Warrant and the Form of Warrant, which are included in this Schedule 13D as Exhibits 5 and 6, respectively, and are incorporated herein by reference.

#### Item 7. Material to be Filed as Exhibits

Exhibit 1 Agreement and Plan of Merger, dated as of December 13, 2002, by and among FAMC, USS, the Issuer and Merger Sub. (incorporated by reference to Exhibit 2.1 of Pre-Effective Amendment No. 5 to the Issuer's Registration Statement on Form S-4, filed May 14, 2003)

Exhibit 2 Stockholders Agreement, dated as of December 13, 2002, by and among FAMC, Pequot Private Equity Fund II, L.P. and the Issuer (incorporated by reference to Exhibit 10.1 of Pre-Effective Amendment No. 5 to the Issuer's Registration Statement on Form S-4, filed May 14, 2003)



- Exhibit 3 First Advantage Corporation 2003 Incentive Compensation Plan (incorporated by reference to Exhibit 4.19 of Pre-Effective Amendment No. 1 to the Issuer's Registration Statement of Form S-4, filed April 4, 2003).
- Exhibit 4 Form of US Search.com Inc. Nonstatutory Stock Option (1999 Non-Employee Directors' Stock Option Plan, issued by USS in favor of Pequot Private Equity Fund II, L.P.
- Exhibit 5 Warrant, dated June 5, 2001, issued by USS in favor of Pequot Private Equity Fund II, L.P. (incorporated by reference to Exhibit 10.3 of Form 8-K filed by USS on June 7, 2001)
- Exhibit 6 Form of Warrant, issued by USS in favor of Pequot Private Equity Fund II, L.P.
- Exhibit 7 Executive officers and directors of FAMC

S I G N A T U R E

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

Date: June 16, 2003

Pequot Capital Management, Inc.

/s/ Harold Kahn

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Harold Kahn, Chief Operating Officer

INDEX TO EXHIBITS

- | Exhibit   | Description  |
|-----------|--|
| Exhibit 1 | Agreement and Plan of Merger, dated as of December 13, 2002, by and among FAMC, USS, the Issuer and Merger Sub. (incorporated by reference to Exhibit 2.1 of Pre-Effective Amendment No. 5 to the Issuer's Registration Statement on Form S-4, filed May 14, 2003)               |
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| Exhibit 3 | First Advantage Corporation 2003 Incentive Compensation Plan (incorporated by reference to Exhibit 4.19 of Pre-Effective Amendment No. 1 to the Issuer's Registration Statement of Form S-4, filed April 4, 2003).   |
| Exhibit 4 | Form of US Search.com Inc. Nonstatutory Stock Option (1999 Non-Employee Directors' Stock Option Plan, issued by USS in favor of Pequot Private Equity Fund II, L.P.  |
| Exhibit 5 | Warrant, dated June 5, 2001, issued by USS in favor of Pequot Private Equity Fund II, L.P. (incorporated by reference to Exhibit 10.3 of Form 8-K filed by USS on June 7, 2001)  |
| Exhibit 6 | Form of Warrant, issued by USS in favor of Pequot Private Equity Fund II, L.P.   |
| Exhibit 7 | Executive officers and directors of FAMC   |

FORM OF

U.S. SEARCH.COM INC.

NONSTATUTORY STOCK OPTION

(1999 NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN)

Pequot Private Equity Fund II, LP, Optionholder:

U.S. SEARCH.com Inc. (the "Company"), pursuant to its 1999 Non-Employee Directors' Stock Option Plan (the "Plan") has on \_\_\_\_\_ (the "Grant Date") granted to you, the Optionholder named above, an option to purchase shares of the common stock of the Company ("Common Stock"). This option is not intended to qualify and will not be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

The grant hereunder is in connection with and in furtherance of the Company's compensatory benefit plan for participation of the Company's Non-Employee Directors (as defined in the Plan).

The details of your option are as follows:

1. The total number of shares of Common Stock subject to this option is \_\_\_\_\_. Subject to the limitations contained herein, this option shall be exercisable in accordance with the Plan.
2. The exercise price of this option is \_\_\_\_\_ (\$\_\_\_\_) per share, being the Fair Market Value (as defined in the Plan) of the Common Stock on the date of grant of this option.
3. This option shall vest over \_\_\_\_\_ year(s) such that \_\_\_\_\_ of the shares shall vest \_\_\_\_\_ after the Grant Date. This option may be exercised with respect to vested shares only by delivering a notice of exercise (in a form designated by the Company) together with the exercise price to the Secretary of the Company, or to such other person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require pursuant to Section 10 of the Plan. This option may not be exercised for any number of shares, which would require the issuance of anything other than whole shares.

By exercising this option you agree that the Company may require you to enter an arrangement providing for the cash payment by you to the Company of any tax withholding obligation of the Company arising by reason of the exercise of this option or the lapse of any substantial risk of forfeiture to which the shares are subject at the time of exercise.

4. Any notices provided for in this option or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of the notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the address specified below or at such other address as you hereafter designate by written notice to the Company.
5. This option is subject to all the provisions of the Plan, a copy of which is attached hereto and its provisions are hereby made a part of this option, including without limitation the provisions of Section 7 of the Plan relating to option provisions, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this option and those of the Plan, the provisions of the Plan shall control.

Dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Very truly yours,

U.S. SEARCH.com Inc.

By:

-----  
Duly authorized on behalf of the Board of Directors

ATTACHMENTS:

1999 Non-Employee Directors' Stock Option Plan  
Notice of Exercise

The undersigned:

- (a) Acknowledges receipt of the foregoing option and the attachments referenced therein and understands that all rights and liabilities with respect to this option are set forth in the option and the Plan.
- (b) Further acknowledges that either:
  - (i) he or she has preexisting personal or business relationships with the Company or any of its officers, directors or controlling persons, consisting of personal or business contacts of a nature and duration such as would enable a reasonably prudent purchaser to be aware of the character, business acumen and general business and financial circumstances of the person with whom such relationship exists, or
  - (ii) by reason of his or her business or financial experience or the business and financial experience of his or her professional advisors who are unaffiliated with and who are not compensated by the Company or any affiliate or selling agent of the Company, either directly or indirectly, he or she could be reasonably assumed to have the capacity to protect his or her own interests within the meaning of California Corporations Code Section 25102(f).
- (c) Further acknowledges that as of the date of grant of this option, it sets forth the entire understanding between the undersigned Optionholder and the Company and its affiliates regarding the acquisition of stock in the Company and supersedes all prior oral and written agreements on that subject with the exception of (i) the options previously granted and delivered to the undersigned under stock options plans of the Company, and (ii) the following agreements only:

NONE \_\_\_\_\_  
(Initial)

OTHER \_\_\_\_\_  
\_\_\_\_\_

Pequot Private Equity Fund II, LP,  
By Pequot Capital Management, Inc.,  
its investment advisor

By: \_\_\_\_\_

Address: 500 Nyala Farm Rd.  
Westport, CT 06880

NOTICE OF EXERCISE

U.S. Search.com Inc.  
5401 Beethoven Street  
Los Angeles, CA 90066

Date of Exercise: \_\_\_\_\_

Ladies and Gentlemen:

This constitutes notice under my stock option that I elect to

purchase the number of shares for the price set forth below.

Type of option (check one):	Nonstatutory
Stock option dated:	_____
Number of shares as to which option is exercised:	_____
Certificates to be issued in name of:	_____
Total exercise price:	_____
Cash payment delivered herewith:	_____
Value of _____ shares of U.S. Search.com Inc. common stock delivered herewith(1):	_____

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the \_\_\_\_\_ and (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option.

I hereby make the following certifications and representations with respect to the number of shares of Common Stock of the Company listed above (the "Shares"), which are being acquired by me for my own account upon exercise of the Option as set forth above:

- - - - -  
(1) Shares must meet the public trading requirements set forth in the option. Shares must be valued in accordance with the terms of the option being exercised, must have been owned for the minimum period required in the option, and must be owned free and clear of any liens, claims, encumbrances or security interests. Certificates must be endorsed or accompanied by an executed assignment separate from certificate.

I acknowledge that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are deemed to constitute "restricted securities" under Rule 701 and "control securities" under Rule 144 promulgated under the Securities Act. I warrant and represent to the Company that I have no present intention of distributing or selling said Shares, except as permitted under the Securities Act and any applicable state securities laws.

I further acknowledge that all certificates representing any of the Shares subject to the provisions of the Option shall have endorsed thereon appropriate legends reflecting the foregoing limitations, as well as any legends reflecting restrictions pursuant to the Company's Articles of Incorporation, Bylaws and/or applicable securities laws.

Very truly yours,

\_\_\_\_\_

800-U.S. SEARCH

1999 NON-EMPLOYEE DIRECTORS' STOCK OPTION PLAN

Adopted by the Board of Directors February 26, 1999  
Approved By Shareholders , 1999

Effective Date: February 26, 1999

1. PURPOSES.

(a) Eligible Option Recipients. The persons eligible to receive Options are the Non-Employee Directors of the Company.

(b) Available Options. The purpose of the Plan is to provide a means

by which Non-Employee Directors may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Nonstatutory Stock Options.

(c) General Purpose. The Company, by means of the Plan, seeks to retain the services of its Non-Employee Directors, to secure and retain the services of new Non-Employee Directors and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Affiliates.

## 2. DEFINITIONS.

(a) "Affiliate" means any parent corporation or subsidiary corporation of the Company, whether now or hereafter existing, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(b) "Annual Grant" means an Option granted annually to all Non-Employee Directors who meet the specified criteria pursuant to subsection 6(b) of the Plan.

(c) "Annual Meeting" means the annual meeting of the shareholders of the Company.

(d) "Board" means the Board of Directors of the Company.

(e) "Code" means the Internal Revenue Code of 1986, as amended.

(f) "Common Stock" means the common stock of the Company.

(g) "Company" means 800-U.S. Search., a California corporation.

(h) "Consultant" means any person, including an advisor, (i) engaged by the Company or an Affiliate, to render consulting or advisory services and who is compensated for such services or (ii) who is a member of the Board of Directors of an Affiliate. However, the term "Consultant" shall not include either Directors of the Company who are not compensated by the Company for their services as Directors or Directors of the Company who are merely paid a director's fee by the Company for their services as Directors.

(i) "Continuous Service" means that the Optionholder's service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. The Optionholder's Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Optionholder renders service to the Company or an Affiliate as an Employee, Consultant or Director or a change in the entity for which the Optionholder renders such service, provided that there is no interruption or termination of the Optionholder's Continuous Service. For example, a change in status from a Non-Employee Director of the Company to a Consultant of an Affiliate or an Employee of the Company will not constitute an interruption of Continuous Service. The Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal leave.

(j) "Director" means a member of the Board of Directors of the Company.

(k) "Employee" means any person employed by the Company or an Affiliate. Mere service as a Director or payment of a director's fee by the Company or an Affiliate shall not be sufficient to constitute "employment" by the Company or an Affiliate.

(l) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(m) "Fair Market Value" means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on the Nasdaq National Market or the Nasdaq SmallCap Market, the Fair Market Value of a share of Common Stock shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the last market trading day prior to the day of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable.

(ii) In the absence of such markets for the Common Stock, the Fair Market Value shall be determined in good faith by the Board.

(n) "Initial Grant" means an Option granted to a Non-Employee Director who meets the specified criteria pursuant to subsection 6(a) of the Plan.

(o) "Non-Employee Director" means a Director who is not employed by the Company or an Affiliate.

(p) "Nonstatutory Stock Option" means an Option not intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(q) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(r) "Option" means a Nonstatutory Stock Option granted pursuant to the Plan.

(s) "Option Agreement" means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an individual Option grant. Each Option Agreement shall be subject to the terms and conditions of the Plan.

(t) "Optionholder" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(u) "Plan" means this 800-U.S. Search 1999 Non-Employee Directors' Stock Option Plan.

(v) "Rule 16b-3" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(w) "Securities Act" means the Securities Act of 1933, as amended.

### 3. ADMINISTRATION.

(a) Administration by Board. The Board shall administer the Plan. The Board may not delegate administration of the Plan to a committee.

(b) Powers of Board. The Board shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine the provisions of each Option to the extent not specified in the Plan.

(ii) To construe and interpret the Plan and Options granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Option Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(iii) To amend the Plan or an Option as provided in Section 12.

(iv) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company which are not in conflict with the provisions of the Plan.

### 4. SHARES SUBJECT TO THE PLAN.

(a) Share Reserve. Subject to the provisions of Section 11 relating to adjustments upon changes in stock, the stock that may be issued pursuant to Options shall not exceed in the aggregate two hundred and fifty (250) shares of Common Stock.

(b) Reversion of Shares to the Share Reserve. If any Option shall for any reason expire or otherwise terminate, in whole or in part, without having been exercised in full, the stock not acquired under such Option shall revert to and again become available for issuance under the Plan.

(c) Source of Shares. The stock subject to the Plan may be unissued shares or reacquired shares, bought on the market or otherwise.

### 5. ELIGIBILITY.

Nondiscretionary Options as set forth in section 6 shall be granted under the Plan to all Non-Employee Directors.

### 6. NON-DISCRETIONARY GRANTS.

(a) Initial Grants. Without any further action of the Board, each Non-Employee Director shall be granted the following Options:

(i) On February 26, 1999, each person who is then a Non-Employee Director automatically shall be granted an Initial Grant to purchase thirty (30) shares of Common Stock on the terms and conditions set forth herein.

(ii) After February 26, 1999, each person who is elected or appointed for the first time to be a Non-Employee Director automatically shall, upon the date of his or her initial election or appointment to be a Non-Employee Director by the Board or shareholders of the Company, be granted an Initial Grant to purchase thirty (30) shares of Common Stock on the terms and conditions set forth herein.

(b) Annual Grants. On day prior to each Annual Meeting commencing with the Annual Meeting in 2000, each person who is then a Non-Employee Director automatically shall be granted an Annual Grant to purchase five (5) shares of Common Stock on the terms and conditions set forth herein; provided, however, that if the person has not been serving as a Non-Employee Director for the entire period since the preceding an Annual Meeting, then the number of shares subject to such Annual Grant shall be reduced pro rata for each full quarter prior to the date of grant during which such person did not serve as a Non-Employee Director.

## 7. OPTION PROVISIONS.

Each Option shall be in such form and shall contain such terms and conditions as required by the Plan. Each Option shall contain such additional terms and conditions, not inconsistent with the Plan, as the Board shall deem appropriate. Each Option shall include (through incorporation of provisions hereof by reference in the Option or otherwise) the substance of each of the following provisions:

(a) Term. No Option shall be exercisable after the expiration of ten (10) years from the date it was granted.

(b) Exercise Price. The exercise price of each Option shall be one hundred percent (100%) of the Fair Market Value of the stock subject to the Option on the date the Option is granted. Notwithstanding the foregoing, an Option may be granted with an exercise price lower than that set forth in the preceding sentence if such Option is granted pursuant to an assumption or substitution for another option in a manner satisfying the provisions of Section 424(a) of the Code.

(c) Consideration. The purchase price of stock acquired pursuant to an Option may be paid, to the extent permitted by applicable statutes and regulations, in any combination of (i) cash or check, (ii) delivery to the Company of other Common Stock, (iii) deferred payment or (iv) any other form of legal consideration that may be acceptable to the Board and provided in the Option Agreement; provided, however, that at any time that the Company is incorporated in Delaware, payment of the Common Stock's "par value," as defined in the Delaware General Corporation Law, shall not be made by deferred payment.

In the case of any deferred payment arrangement, interest shall be compounded at least annually and shall be charged at the minimum rate of interest necessary to avoid the treatment as interest, under any applicable provisions of the Code, of any amounts other than amounts stated to be interest under the deferred payment arrangement.

(d) Transferability. An Option shall not be transferable except by will or by the laws of descent and distribution and shall be exercisable during the lifetime of the Optionholder only by the Optionholder. Notwithstanding the foregoing, the Optionholder may, by delivering written notice to the Company, in a form satisfactory to the Company, designate a third party who, in the event of the death of the Optionholder, shall thereafter be entitled to exercise the Option.

(e) Vesting Generally. Options shall vest and become exercisable as follows:

(i) Initial Grants shall provide for vesting of 1/3rd of the shares on each anniversary of the date of the grant.

(ii) Annual Grants shall provide for vesting of 1/12th of the shares each month after the date of the grant.

(f) Termination of Continuous Service. In the event an Optionholder's Continuous Service terminates (other than upon the Optionholder's death), the Optionholder may exercise his or her Option (to the extent that the Optionholder was entitled to exercise it as of the date of termination) but

only within such period of time ending on the earlier of (i) the date twelve (12) months following the termination of the Optionholder's Continuous Service, or (ii) the expiration of the term of the Option as set forth in the Option Agreement. If, after termination, the Optionholder does not exercise his or her Option within the time specified in the Option Agreement, the Option shall terminate.

(g) Extension of Termination Date. If the exercise of the Option following the termination of the Optionholder's Continuous Service (other than upon the Optionholder's death) would be prohibited at any time solely because the issuance of shares would violate the registration requirements under the Securities Act, then the Option shall terminate on the earlier of (i) the expiration of the term of the Option set forth in subsection 7(a) or (ii) the expiration of a period of three (3) months after the termination of the Optionholder's Continuous Service during which the exercise of the Option would not be in violation of such registration requirements.

(h) Death of Optionholder. In the event (i) an Optionholder's Continuous Service terminates as a result of the Optionholder's death or (ii) the Optionholder dies within the three-month period after the termination of the Optionholder's Continuous Service for a reason other than death, then the Option may be exercised (to the extent the Optionholder was entitled to exercise the Option as of the date of death) by the Optionholder's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Optionholder's death, but only within the period ending on the earlier of (1) the date eighteen (18) months following the date of death or (2) the expiration of the term of such Option as set forth in the Option Agreement. If, after death, the Option is not exercised within the time specified herein, the Option shall terminate.

#### 8. COVENANTS OF TUE COMPANY.

(a) Availability of Shares. During the terms of the Options, the Company shall keep available at all times the number of shares of Common Stock required to satisfy such Options.

(b) Securities Law Compliance. The Company shall seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Options and to issue and sell shares of Common Stock upon exercise of the Options; provided, however, that this undertaking shall not require the Company to register under the Securities Act the Plan, any Option or any stock, issued or issuable pursuant to any such Option. If, after reasonable efforts, the Company is unable to obtain from any such regulatory commission or agency the authority which counsel for the Company deems necessary for the lawful issuance and sale of stock under the Plan, the Company shall be relieved from any liability for failure to issue and sell stock upon exercise of such Options unless and until such authority is obtained.

#### 9. USE OF PROCEEDS FROM STOCK.

Proceeds from the sale of stock pursuant to Options shall constitute general funds of the Company.

#### 10. MISCELLANEOUS.

(a) Shareholder Rights. No Optionholder shall be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares subject to such Option unless and until such Optionholder has satisfied all requirements for exercise of the Option pursuant to its terms.

(b) No Service Rights. Nothing in the Plan or any instrument executed or Option granted pursuant thereto shall confer upon any Optionholder any right to continue to serve the Company as a Non-Employee Director or shall affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause; (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(c) Investment Assurances. The Company may require an Optionholder, as a condition of exercising or acquiring stock under any Option, (i) to give written assurances satisfactory to the Company as to the Optionholder's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that he or she is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Option; and (ii) to



give written assurances satisfactory to the Company stating that the Optionholder is acquiring the stock subject to the Option for the Optionholder's own account and not with any present intention of selling or otherwise distributing the stock. The foregoing requirements, and any assurances given pursuant to such requirements, shall be inoperative if (iii) the issuance of the shares upon the exercise or acquisition of stock under the Option has been registered under a then currently effective registration statement under the Securities Act or (iv) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the stock.

(d) Withholding Obligations. The Optionholder may satisfy any federal, state or local tax withholding obligation relating to the exercise or acquisition of stock under an Option by any of the following means (in addition to the Company's right to withhold from any compensation paid to the Optionholder by the Company) or by a combination of such means: (i) tendering a. cash payment; (ii) authorizing the Company to withhold shares from the shares of the Common Stock otherwise issuable to the Optionholder as a result of the exercise or acquisition of stock under the Option; or (iii) delivering to the Company owned and unencumbered shares of the Common Stock.

#### 11. ADJUSTMENTS UPON CHANGES IN STOCK.

(a) Capitalization Adjustments. If any change is made in the stock subject to the Plan, or subject to any Option, without the receipt of consideration by the Company (through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other transaction not involving the receipt of consideration by the Company), the Plan will be appropriately adjusted in the class(es) and maximum number of securities subject both to the Plan pursuant to subsection 4(a) and to the nondiscretionary Options specified in Section 5, and the outstanding Options will be appropriately adjusted in the class(es) and number of securities and price per share of stock subject to such outstanding Options. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. (The conversion of any convertible securities of the Company shall not be treated as a transaction "without receipt of consideration" by the Company.)

(b) Change in Control--Dissolution or Liquidation. In the event of a dissolution or liquidation of the Company, then all outstanding Options shall terminate immediately prior to such event.

(c) Change in Control--Asset Sale, Merger, Consolidation or Reverse Merger. In the event of (i) a sale of all or substantially all of the assets of the Company, (ii) a merger or consolidation in which the Company is not the surviving corporation or (iii) a reverse merger in which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger are converted by virtue of the merger into other property, whether in the form of securities, cash or otherwise, then any surviving corporation or acquiring corporation shall assume any Options outstanding under the Plan or shall substitute similar Options (including any option to acquire the same consideration paid to the shareholders in the transaction described in this subsection 11(c) for those outstanding under the Plan. In the event any surviving corporation or acquiring corporation refuses to assume such Options or to substitute similar Options for those outstanding under the Plan, then with respect to Options held by Optionholders whose Continuous Service has not terminated, the vesting of such Options shall be accelerated in full, and the Options shall terminate if not exercised at or prior to such event. With respect to any other Options outstanding under the Plan, such. Options shall terminate if not exercised prior to such event.

#### 12. AMENDMENT OF THE PLAN AND OPTIONS.

(a) Amendment of Plan. The Board at any time, and from time to time, may amend the Plan. However, except as provided in Section 11 relating to adjustments upon changes in stock, no amendment shall be effective unless approved by the shareholders of the Company to the extent shareholder approval is necessary to satisfy the requirements of Rule 16b-3 or any Nasdaq or securities exchange listing requirements.

(b) Shareholder Approval. The Board may, in its sole discretion, submit any other amendment to the Plan for shareholder approval.

(c) No Impairment of Rights. Rights under any Option granted before amendment of the Plan shall not be impaired by any amendment of the Plan unless (i) the Company requests the consent of the Optionholder and (ii) the

Optionholder consents in writing.

(d) Amendment of Options. The Board at any time, and from time to time, may amend the terms of any one or more Options; provided, however, that the rights under any Option shall not be impaired by any such amendment unless (i) the Company requests the consent of the Optionholder and (ii) the Optionholder consents in writing.

#### 13. TERMINATION OR SUSPENSION OF THE PLAN.

(a) Plan Term. The Board may suspend or terminate the Plan at any time. No Options may be granted under the Plan while the Plan is suspended or after it is terminated.

(b) No Impairment of Rights. Suspension or termination of the Plan shall not impair rights and obligations under any Option granted while the Plan is in effect except with the written consent of the Optionholder.

#### 14. EFFECTIVE DATE OF PLAN.

The Plan shall become effective the date the Plan is adopted by the Board but no Option shall be exercised unless and until the Plan has been approved by the shareholders of the Company, which approval shall be within twelve (12) months before or after the date the Plan is adopted by the Board.

#### 15. CHOICE OF LAW.

All questions concerning the construction, validity and interpretation of this Plan shall be governed by the law of the State of California, without regard to such state's conflict of laws rules.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "ACT") OR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE (AND ALL TRANSFERS THEREOF) ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT, DATED AS OF \_\_\_\_\_, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER OF SUCH SHARES WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT AND BY AN AGREEMENT OF THE TRANSFEREE TO BE BOUND BY THE RESTRICTIONS SET FORTH THEREIN. ANY ATTEMPTED TRANSFER OF THESE SHARES IN VIOLATION OF SUCH REGISTRATION RIGHTS AGREEMENT SHALL BE NULL AND VOID AND HAVE NO FORCE OR EFFECT.

Warrant No.: \_\_\_\_\_ Number of Shares: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_ (subject to adjustment)

US SEARCH.COM INC.

Form of Warrant

US SEARCH.com Inc., a Delaware corporation (the "Company"), for value received, hereby certifies that Pequot Private Equity Fund II, L.P., or its registered assigns (the "Registered Holder"), is entitled, subject to the terms set forth below, to purchase from the Company, at any time after the Approval Date (as such term is defined in Section 1(a) below) and on or before the Expiration Date (as defined in Section 5 below), up to \_\_\_\_\_ shares of Common Stock, par value \$.001 per share, of the Company ("Common Stock"), at a purchase price equal to \$1.044. The shares purchasable upon exercise of this Warrant and the purchase price per share, as adjusted from time to time pursuant to the provisions of this Warrant, are hereinafter referred to as the "Warrant Stock" and the "Purchase Price," respectively.

1. Exercise.

(a) Manner of Exercise. This Warrant may be exercised by the Registered Holder, in whole or in part, at any time after the earlier of the date the Borrower receives (x) approval from its stockholders of the financing transactions contemplated by the Purchase Agreement dated December 20, 2001 among the Company and the Purchasers named therein (the "Purchase Agreement") or (y) the approval of the Nasdaq National Market to the effect that the Borrower may complete the transactions contemplated by the Purchase Agreement without soliciting the approval of holders of its capital stock pursuant to MarketPlace Rule 4350(i)(1)(D)(ii), (such earlier date is referred to hereto as the "Approval Date"), and on or before the Expiration Date by surrendering this Warrant, with the purchase form appended hereto as Exhibit A-1 (the "Purchase Form") duly executed by such Registered Holder or by such Registered Holder's duly authorized attorney, at the principal office of the Company, or at such other office or agency as the Company may designate, accompanied by payment in full of the aggregate Purchase Price payable in respect of the number of shares of Warrant Stock specified in such Purchase Form. The Purchase Price may be paid by cash or certified or official bank check payable to the Company, wire transfer or by the surrender of promissory notes or other instruments representing indebtedness of the Company to the Registered Holder.

(b) Effective Time of Exercise. Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant, the accompanying Purchase Form and the aggregate Purchase Price shall have been surrendered to the Company as provided in Section 1(a) above. At such time, the person or persons in whose name or names any certificates for Warrant Stock shall be issuable upon such exercise shall be deemed for the purposes hereof to have become the holder or holders of record of the Warrant Stock represented by such certificates issuable upon such exercise, notwithstanding that the stock transfer records of the Company may be closed or that certificates representing the Warrant Stock shall not then be actually delivered to the Registered Holder.

(c) Net Issue Exercise.

(i) In lieu of exercising this Warrant in the manner provided above in Section 1(a), the Registered Holder may elect to receive shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant with the notice of exercise form appended hereto as Exhibit A-2, duly executed by such Registered Holder or by such Registered

Holder's duly authorized attorney, at the principal office of the Company together with notice of such election in which event the Company shall issue to such Registered Holder a number of shares of Warrant Stock computed using the following formula:

$$X = \frac{Y (A - B)}{A}$$

Where

X = The number of shares of Warrant Stock to be issued to the Registered Holder.

Y = The number of shares of Warrant Stock purchasable under this Warrant (at the date of such calculation).

A = The Fair Market Value of one share of Warrant Stock (at the date of such calculation).

B = The Purchase Price (as adjusted to the date of such calculation).

(ii) For purposes of this Section 1(c) and Section 12 hereof, the "Fair Market Value" of one share of Warrant Stock on the date of calculation shall be at the highest price per share which the Company could obtain on the date of calculation from a willing buyer (not a current employee or director) for shares of Warrant Stock sold by the Company, from authorized but unissued shares, as determined in good faith by the Board of Directors, unless the Company is at such time subject to an acquisition as described in Section 6(b) below, in which case the Fair Market Value of one share of Warrant Stock shall be deemed to be the value received by the holder of one share of Common Stock pursuant to such acquisition.

(d) Delivery to Registered Holder. As soon as practicable after the exercise of this Warrant, in whole or in part, pursuant to Section 1(a) or 1(c) hereof, and in any event within ten days thereafter, the Company at its expense will cause to be issued in the name of, and delivered to, the Registered Holder, or as such Registered Holder (upon payment by such Registered Holder of any applicable transfer taxes) may direct:

(i) a certificate or certificates representing the number of shares of Warrant Stock to which such Registered Holder shall be entitled and cash in lieu of fractional shares issuable upon exercise, and

(ii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of shares of Warrant Stock equal (without giving effect to any adjustment therein) to the number of such shares called for on the face of this Warrant minus the number of such shares purchased by the Registered Holder upon such exercise as provided in Section 1(a) or 1(c) above.

## 2. Adjustments.

(a) Stock Splits and Dividends. If outstanding shares of the Company's Common Stock shall be subdivided into a greater number of shares or a dividend or other distribution in Common Stock shall be paid in respect of Common Stock, the Purchase Price in effect immediately prior to such subdivision or at the record date of such dividend shall simultaneously with the effectiveness of such subdivision or immediately after the record date of such dividend or other distribution be proportionately reduced. If outstanding shares of Common Stock shall be combined into a smaller number of shares, the Purchase Price in effect immediately prior to such combination shall, simultaneously with the effectiveness of such combination, be proportionately increased. When any adjustment is required to be made in the Purchase Price, the number of shares of Warrant Stock purchasable upon the exercise of this Warrant shall be changed to the number determined by dividing (i) an amount equal to the number of shares issuable upon the exercise of this Warrant immediately prior to such adjustment, multiplied by the Purchase Price in effect immediately prior to such adjustment, by (ii) the Purchase Price in effect immediately after such adjustment.

(b) Reclassification, Etc. In case there occurs any reclassification or change of the outstanding securities of the Company or of any reorganization of the Company (or any other corporation the stock or securities of which are at the time receivable upon the exercise of this Warrant) or any similar corporate reorganization on or after the date hereof, but before the Expiration Date, then and in each such case the Registered Holder, upon the exercise hereof at any time after the consummation of such reclassification, change, or reorganization shall be entitled to receive, in lieu of the stock or other securities and property otherwise receivable upon

the exercise hereof prior to such consummation, the stock or other securities or property to which such Registered Holder would have been entitled upon such consummation if such Registered Holder had exercised this Warrant immediately prior thereto, all subject to further adjustment pursuant to the provisions of this Section 2.

(c) Adjustment Certificate. When any adjustment is required to be made in the Warrant Stock or the Purchase Price pursuant to this Section 2, the Company shall promptly mail to the Registered Holder a certificate setting forth (i) a brief statement of the facts requiring such adjustment, (ii) the Purchase Price after such adjustment and (iii) the kind and amount of stock or other securities or property into which this Warrant shall be exercisable after such adjustment.

### 3. Transfers; Restrictions on Transferability.

(a) Unregistered Security. Each holder of this Warrant acknowledges that this Warrant and the Warrant Stock have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and agrees not to sell, pledge, distribute, offer for sale, transfer or otherwise dispose of this Warrant or any Warrant Stock issued upon exercise of this Warrant in the absence of (i) an effective registration statement under the Act as to this Warrant or such Warrant Stock and registration or qualification of this Warrant or such Warrant Stock under any applicable U.S. federal or state securities law then in effect or (ii) an opinion of counsel, satisfactory to the Company, that such registration and qualification are not required. Each certificate or other instrument for Warrant Stock or such other securities shall bear a legend substantially to the foregoing effect. Each holder of this Warrant or Warrant Stock and each subsequent transferee (hereinafter collectively referred to as a "Restricted Holder") consents to the Company making a notation on its records and giving instructions to any applicable transfer agent in order to implement the restrictions on transfer set forth in this Section 3.

(b) Transferability. This Warrant and the rights of the Registered Holder may not be sold, transferred or otherwise disposed of, in whole or in part, except to any Permitted Transferee of the Registered Holder, subject to compliance with Section 3(a) hereof; provided, however, that this Warrant may not be transferred in part. Any such transfer shall be effective upon surrender of the Warrant with a properly executed assignment (in the form of Exhibit B-1 hereto) and funds sufficient to pay any transfer tax, at the principal office of the Company. "Permitted Transferee" shall mean (i) the Company, (ii) any subsidiary of the Company and (iii) any Affiliate of the Registered Holder. "Affiliate" shall mean (i) with respect to any individual, (A) a spouse or descendant of such individual, (B) any trust or family partnership whose beneficiaries shall solely be such individual and/or such individual's spouse and/or any person related by blood or adoption to such individual or such individual's spouse and (C) the estate of such individual, (ii) with respect to any Person which is not an individual, any other Person that, directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such Person and/or one or more Affiliates thereof. For the purposes of this Section 3(b), the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, includes, without limitation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. "Person" shall mean and includes an individual, a corporation, a partnership, a limited liability company, a joint venture, a trust, an unincorporated organization and a government or any department or agency thereof, or any entity similar to any of the foregoing.

(c) Restrictive Legend. Each certificate representing the Warrant Stock and any other securities issued in respect of the Warrant Stock upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of this Warrant) be stamped or otherwise imprinted with a legend in the following form (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (THE "ACT") OR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE (AND ALL TRANSFERS THEREOF) ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER SET FORTH IN THE REGISTRATION RIGHTS AGREEMENT, DATED AS OF \_\_\_\_\_, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO

TRANSFER OF SUCH SHARES WILL BE MADE ON THE BOOKS OF THE COMPANY UNLESS ACCOMPANIED BY EVIDENCE OF COMPLIANCE WITH THE TERMS OF SUCH AGREEMENT AND BY AN AGREEMENT OF THE TRANSFEREE TO BE BOUND BY THE RESTRICTIONS SET FORTH THEREIN. ANY ATTEMPTED TRANSFER OF THESE SHARES IN VIOLATION OF SUCH REGISTRATION RIGHTS AGREEMENT SHALL BE NULL AND VOID AND HAVE NO FORCE OR EFFECT.

(d) Removal of Restrictions on Transfer of Securities. Any legend referred to in subsection (c) hereof stamped on a certificate evidencing the Warrant Stock and the stock transfer instructions and record notations with respect to the Warrant Stock shall be removed, and the Company shall issue a certificate without such legend to the Restricted Holder of the Warrant Stock, if the Warrant Stock is registered under the Securities Act or if such Restricted Holder provides the Company with an opinion of counsel (which may be counsel for the Company) reasonably satisfactory to the Company to the effect that a public sale or transfer of such security may be made without registration under the Securities Act.

(e) Warrant Register. The Company will maintain a register containing the names and addresses of the Registered Holders of this Warrant. Until any transfer of this Warrant is made in the warrant register, the Company may treat the Registered Holder of this Warrant as the absolute owner hereof for all purposes; provided, however, that if this Warrant is properly assigned in blank, the Company may (but shall not be required to) treat the bearer hereof as the absolute owner hereof for all purposes, notwithstanding any notice to the contrary. Any Registered Holder may change such Registered Holder's address as shown on the warrant register by written notice to the Company requesting such change.

4. No Impairment. The Company will not, by amendment of its charter or through reorganization, consolidation, merger, dissolution, sale of assets or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the holder of this Warrant against impairment.

5. Termination. This Warrant (and the right to purchase shares of Warrant Stock upon exercise hereof) shall terminate on the earlier to occur of (a) the date the Registered Holder purchases all of the Warrant Stock issuable upon exercise of this Warrant and (b) at 5:00 p.m., Los Angeles time on \_\_\_\_\_ (in each case, the "Expiration Date").

6. Notices of Certain Transactions. In case:

(a) the Company shall take a record of the holders of its Common Stock (or other stock or securities at the time deliverable upon the exercise of this Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right, to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right, or

(b) of any capital reorganization of the Company, any reclassification of the capital stock of the Company, any consolidation or merger of the Company, any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the surviving entity), or any transfer of all or substantially all of the assets of the Company, or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then, and in each such case, the Company will mail or cause to be mailed to the Registered Holder of this Warrant a notice specifying, as the case may be, (i) the date on which a record is to be taken for the purpose of such dividend, distribution or right, and stating the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up, redemption or conversion is to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up, redemption or conversion) are to be determined. Such notice shall be mailed at least ten days prior to the record date or effective date for the event specified in such notice.

7. Reservation of Stock. The Company will at all times reserve and keep available, solely for the issuance and delivery upon the exercise of this Warrant, such shares of Warrant Stock and other stock, securities and property, as from time to time shall be issuable upon the exercise of this

Warrant.

8. Exchange of Warrant. Subject to the terms hereof, upon the surrender by the Registered Holder of this Warrant, properly endorsed, to the Company at the principal office of the Company, the Company will, subject to the provisions of Section 3 hereof, issue and deliver to or upon the order of the Registered Holder, at the Company's expense, a new Warrant of like tenor, in the name of such Registered Holder or as such Registered Holder (upon payment by such Registered Holder of any applicable transfer taxes) may direct, calling for the number of shares of Warrant Stock called for on the face of this Warrant or if partially exercised, such lesser number of shares that shall be issuable upon exercise of this Warrant.

9. Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company to indemnify it against any claim that may be made against it on account of the alleged loss, theft, destruction or the issuance of a new Warrant, or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

10. Mailing of Notices. Any notice required or permitted pursuant to this Warrant shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or sent by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the regular mail, as certified or registered mail (airmail if sent internationally), with postage prepaid, addressed (a) if to the Registered Holder, to the address of the Registered Holder most recently furnished in writing to the Company, and (b) if to the Company, to the address set forth below or subsequently modified by written notice to the Registered Holder.

11. No Rights as Stockholder. Until the exercise of this Warrant, the Registered Holder of this Warrant shall not have or exercise any rights by virtue hereof as a stockholder of the Company, either at law or in equity.

12. No Fractional Shares. No fractional shares of Warrant Stock will be issued in connection with any exercise hereunder. In lieu of any fractional shares which would otherwise be issuable, the Company shall pay cash equal to the product of such fraction multiplied by the Fair Market Value of one share of Warrant Stock on the date of exercise, as determined in good faith by the Company's Board of Directors.

13. Amendment or Waiver. Any term of this Warrant may be amended or waived only by an instrument in writing signed by the party against which enforcement of the amendment or waiver is sought.

14. Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

15. Governing Law. This Warrant shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned has caused this Warrant to be duly executed, all as of the day and year first above written.

US SEARCH.COM INC.

By : \_\_\_\_\_  
Name:  
Title:

Address: 5401 Beethoven Street  
Los Angeles, CA 90066

Fax Number: (310) 882-7898

EXHIBIT A-1

PURCHASE FORM

To: US SEARCH.com Inc.

Dated:

The undersigned, pursuant to the provisions set forth in the attached Warrant No. \_\_, hereby irrevocably elects to purchase \_\_\_\_\_ shares of the Common Stock covered by such Warrant and herewith makes payment of \$\_\_\_\_\_, representing the aggregate purchase price for such shares at the price per share provided for in such Warrant.

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (if applic.):\_\_\_\_\_

Company (if applic.):\_\_\_\_\_

EXHIBIT A-2

NET ISSUE NOTICE OF EXERCISE

TO: \_\_\_\_\_

Attention:

1. The undersigned hereby elects to purchase \_\_\_\_\_ shares of Common Stock of USSEARCH.com Inc., pursuant to the terms of this Warrant, and hereby elects under Section 1(c) to surrender the right to purchase \_\_\_\_\_ shares of Common Stock pursuant to this Warrant for a net issue exercise with respect to \_\_\_\_\_ shares of Common Stock.

2. Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

3. The undersigned hereby represents and warrants that the aforesaid shares of Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares.

\_\_\_\_\_  
(Signature)

Title:\_\_\_\_\_

\_\_\_\_\_  
(Date)



ASSIGNMENT FORM

FOR VALUE RECEIVED, \_\_\_\_\_ hereby  
sells, assigns and transfers all of the rights of the undersigned under the  
attached Warrant with respect to the number of shares of Common Stock, par  
value \$.001 per share, of US SEARCH.com Inc., a Delaware corporation, covered  
thereby set forth below, unto:

Name of Assignee	Address/Fax Number	No. of Shares
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Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Executive Officers and Directors of The First American Corporation

- - - - -  
- - - - -  
- - - - -  
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Name of  
Executive  
Officer  
Business  
Address  
Principal  
Occupation -

~~D.P. Kennedy~~  
~~1 First~~  
~~American Way~~  
~~Chairman,~~  
~~The First~~  
~~American~~  
~~Corporation~~  
~~Santa Ana,~~  
~~California~~  
~~92707~~

~~— Parker~~  
~~S. Kennedy 1~~  
~~First~~  
~~American Way~~  
~~President,~~  
~~The First~~  
~~American~~  
~~Corporation~~  
~~Santa Ana,~~  
~~California~~  
~~92707~~

~~— Thomas~~  
~~A. Klemens 1~~  
~~First~~  
~~American Way~~  
~~Senior~~  
~~Executive~~  
~~Vice~~

President  
and Chief  
Santa Ana,  
California  
92707  
Financial  
Officer, The  
First  
American  
Corporation

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Craig I.  
DeRoy 1  
First  
American Way  
Senior  
Executive  
Vice  
President  
and Santa  
Ana,  
California  
92707  
General  
Counsel, The  
First  
American  
Corporation

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Curt A.  
Caspersen 1  
First  
American Way  
Executive  
Vice  
President,  
The First  
Santa Ana,  
California  
92707  
American  
Corporation

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John M.  
Hollenbeck 1  
First  
American Way  
Executive  
Vice  
President,  
The First

Santa Ana,  
California  
92707  
American  
Corporation

Gary L.  
Kermott 1  
First  
American Way  
President,  
First  
American  
Title  
Insurance  
Santa Ana,  
California  
92707  
Company

Mark  
R Arnesen 1  
First  
American Way  
Vice  
President,  
Secretary,  
Corporate  
Santa Ana,  
California  
92707  
Counsel, The  
First  
American  
Corporation

Name of  
Director  
Business  
Address  
Principal  
Occupation

~~Gary J.  
Beban CB  
Richard  
Ellis, Inc.  
Senior  
Executive  
Managing  
Director, CB  
233 No.  
Michigan  
Ave.,  
Richard  
Ellis, Inc.,  
commercial  
real estate  
2200 estate  
services  
Chicago, IL  
60601-6787~~

~~J.  
David  
Chatham  
Chatham  
Holdings  
Corporation  
President  
and Chief  
Executive  
Officer,  
5780  
Windward  
Parkway,  
Chatham  
Holdings  
Corporation;  
real estate  
Suite 300  
development  
and  
associated  
industries  
Alpharetta,  
GA 30005~~

~~Hon.  
William G.  
Davis-Torys  
Counsel,  
Torys LLP,  
Maritime  
Life Tower  
legal  
services 79  
Wellington  
Street West,  
Suite 300  
Toronto,  
Ontario  
Canada M5K  
1N2~~

James L.  
Doti Office  
of the  
President  
and Donald  
Bren  
Distinguished  
Chapman  
University  
Chair of  
Business and  
Economics,  
Chapman  
University  
Drive  
University;  
education  
Orange, CA  
92866

Lewis W.  
Douglas, Jr.  
Stanley  
Energy, Inc.  
Chairman,  
Stanley  
Energy,  
Inc.; oil  
1776 Lincoln  
Street,  
Suite 410  
exploration  
Denver, CO  
80203 4316

Paul B. Fay,  
Jr. The Fay  
Improvement  
Company  
President,  
The Fay  
Improvement  
Company;  
3766 Clay  
Street  
financial  
consulting  
and business  
ventures San  
Francisco,  
CA 94118

Frank E.  
O'Brien WMC  
Mortgage  
Corporation  
Chairman of  
the Board,  
WMC Mortgage  
P.O. Box  
17689  
Corporation;  
mortgage  
lending  
Irvine, CA  
92623 7689

Roslyn B.  
Payne  
Jackson  
Street  
Partners,  
Ltd.  
President,  
Jackson  
Street  
Partners,  
Ltd.; 3400  
California  
Street, real  
estate  
venture  
capital and  
investments  
Suite 209  
San  
Francisco,  
CA 94118

D.  
Van Skilling  
125 Netas  
Court  
Private  
Investor  
Palm Desert,  
CA 92260

Herbert B.  
Tasker  
Centre  
Capital  
Group, Inc.  
Vice  
Chairman and  
Managing  
Director,  
200 Pringle  
Ave., Suite  
500 Centre  
Capital  
Group, Inc.;  
mortgage  
Walnut  
Creek, CA  
94596  
conduit

Virginia M.  
Ueberroth  
P.O. Box 100  
Chairman,  
Ueberroth  
Family  
Foundation;  
Laguna  
Beach, CA  
92652-0010  
philanthropy