

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

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

FIRST ADVANTAGE CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

61-1437565
(I.R.S. Employer
Identification Number)

805 Executive Center Drive West
Suite 300
St. Petersburg, Florida 33702
(Address, Including Zip Code, of Registrant's Principal Executive Offices)

First Advantage Corporation 2003 Incentive Compensation Plan
First Advantage Corporation 2003 Employee Stock Purchase Plan
(Full Title of Plans)

Kenneth D. DeGiorgio, Esq.	With a copy to:
Vice President, General Counsel, Assistant Secretary	Neil W. Rust, Esq.
1 First American Way	White & Case LLP
Santa Ana, California 92707	633 West Fifth Street
(714) 800 3000	Los Angeles, California 90071
(Name, Address and Telephone Number, Including Area Code,	(213) 620 7700
of Agent For Service)	

CALCULATION OF REGISTRATION FEE

Title Of Each Class Of Securities To Be Registered	Amount To Be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee(5)
Class A Common shares, \$.001 par value(3)	3,000,000 shares	\$21.75	\$65,250,000	\$5,278.73
Class A Common shares, \$.001 par value(4)	1,000,000 shares	\$21.75	\$21,750,000	\$1,750.58
Total:				\$7,038.31

(1) Pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers (a) an indeterminate amount of interests to be offered or sold pursuant to the First Advantage Corporation 2003 Employee Stock Purchase Plan described herein and (b) any additional shares of First Advantage Class A Common Stock which become issuable by reason of any dividend, stock split, recapitalization or other similar transaction.

(2) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(c) under the Securities Act.

(3) Issuable under the First Advantage Corporation 2003 Incentive Compensation Plan (the "Incentive Compensation Plan").

(4) Issuable under the First Advantage Corporation 2003 Employee Stock Purchase Plan (the "Employee Stock Purchase Plan").

(5) Calculated in accordance with Section 6 of the Securities Act of 1933 and Rule 457 promulgated thereunder by multiplying .0000809 and the proposed maximum aggregate offering price.

~~PART I~~
~~INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS~~

~~All information required by Part I to be contained in the prospectus is omitted from this Registration Statement on Form S-8 in accordance with Rule 428 under the Securities Act.~~

~~PART II~~
~~INFORMATION REQUIRED IN THE REGISTRATION STATEMENT~~

~~ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.~~

~~The SEC allows First Advantage to "incorporate by reference" information into this Registration Statement which means that First Advantage can disclose important information in documents we file with the SEC to you by referring you to another document filed separately with the SEC. This Registration Statement incorporates by reference the documents set forth below that First Advantage has previously filed with the SEC. These documents contain important business and financial information about First Advantage, including information concerning its financial performance.~~

~~First Advantage incorporates by reference into this Registration Statement the following documents:~~

~~o Pre Effective Amendment No. 5 to our Registration Statement on Form S-4 (Registration No. 333-102565) filed May 14, 2003; and~~

~~o the description of our Class A Common Stock, \$.001 par value, contained in our Registration Statement on Form 8-A, filed May 12, 2003, including any amendment or report filed for the purpose of updating such description.~~

~~All documents subsequently filed by First Advantage pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing of such documents, except as to any portion of any future report or other document that is not deemed filed with the SEC. For purposes of this Registration Statement, any statement in a document incorporated by reference shall be deemed to be modified or superseded to the extent that a statement contained in this Registration Statement modifies or supersedes a statement in such document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.~~

~~ITEM 4. DESCRIPTION OF SECURITIES.~~

~~Not applicable.~~

~~ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.~~

~~Not applicable.~~

~~ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.~~

~~The Delaware General Corporation Law (the "DGCL") provides for the power to indemnify any directors, officers, employees and agents and to purchase and maintain insurance with respect to liability arising out of their capacity or status as directors, officers, employees and agents. The indemnification provisions are not exclusive of any other rights to which directors and officers may be entitled under a corporation's certificate of incorporation or bylaws, any agreement, a vote of stockholders or otherwise.~~

~~First Advantage's certificate of incorporation provides that its directors will not be personally liable to First Advantage or its stockholders for damages for breach of any duty owed to First Advantage or its stockholders except for liability:~~

- ~~o for any breach of the director's duty of loyalty to First Advantage or its stockholders;~~
- ~~o for any acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;~~
- ~~o under section 174 of the DGCL regarding negligent or willful unlawful payment of dividends and stock redemption; or~~
- ~~o for any transaction from which a director derived an improper personal benefit.~~

~~The Bylaws of First Advantage provide that:~~

- ~~o subject to applicable law and certain qualifications, each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of First Advantage or is or was serving at the request of First Advantage as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by First Advantage to the fullest extent permitted by the DGCL (but, in the case of any future amendment to the DGCL, only to the extent that such amendment permits First Advantage to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the indemnitee's heirs, executors and administrators. The right to indemnification described in this paragraph is a contract right and, to the extent not prohibited by applicable law, includes the right to be paid by First Advantage the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the DGCL so requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer shall be made only upon delivery to First Advantage of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to~~

~~appeal that such indemnitee is not entitled to be indemnified for such expenses.~~

~~o First Advantage is permitted to secure insurance on behalf of any director, officer, employee or agent of First Advantage or another business entity for any expense, liability or loss, regardless of whether the DGCL would permit indemnification.~~

~~Pursuant to the Agreement and Plan of Merger, dated December 13, 2002, among First Advantage, US SEARCH.com Inc. ("US SEARCH") and the other parties thereto, First Advantage has agreed to indemnify and hold harmless the then present and former officers, directors, employees and agents of US SEARCH and its subsidiaries (each, an "Indemnified Party") in respect of acts or omissions occurring on or prior to the effective time of the mergers contemplated thereby to the extent provided under US SEARCH's and its subsidiaries' certificates of incorporation (or equivalent organizational documents) and bylaws or any indemnification agreement with US SEARCH's and its subsidiaries' officers and directors to which US SEARCH and/or its subsidiaries is a party, in each case in effect on the date of the merger agreement; provided that such indemnification shall be subject to any limitation imposed from time to time under applicable law. First Advantage also agreed under the merger agreement that for a period of six years after the effective time of the mergers, First Advantage will use its reasonable best efforts to procure officers' and directors' liability insurance in respect of acts or omissions occurring on or prior to the effective time of the mergers covering each Indemnified Party currently covered by US SEARCH's and/or its subsidiaries' officers' and directors' liability insurance policy on terms substantially similar to those of such policy in effect on the date of the merger agreement (the "D&O Insurance"), provided that First Advantage shall not be required to maintain the D&O Insurance with respect to a specific officer or director if the premium for obtaining the D&O Insurance exceeds 200% of the amount per annum US SEARCH paid in fiscal year 2002 (the "Premium Limit"). If First Advantage is unable to obtain the D&O Insurance, it will obtain as much comparable insurance as possible for an annual premium equal to the Premium Limit. In the event First Advantage would be required to spend in excess of the Premium Limit per year to obtain the D&O Insurance, First Advantage will notify each Indemnified Party who would be covered thereby and permit any such Indemnified Party to pay the excess amount over the Premium Limit that may be necessary to maintain such D&O Insurance covering such Indemnified Party.~~

~~Present and future directors and officers of First Advantage are covered by a policy of liability insurance obtained by The First American Corporation, First Advantage's parent company, which insures against the cost of defense, settlement or payment of a judgment under certain circumstances.~~

~~ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED-~~

~~Not applicable.~~

~~ITEM 8. EXHIBITS-~~

~~The following exhibits are filed as part of this Registration Statement:~~

Exhibit Number	Description
4.1	Form of certificate representing shares of First Advantage's Class A common stock.
4.2	Description of First Advantage's capital stock in Article IV of First Advantage's First Amended and Restated Certificate of Incorporation (included in Exhibit 3.1 of First Advantage's Registration Statement on Form S-4 filed January 17, 2003 and incorporated by reference herein).
4.3	First Advantage Corporation 2003 Incentive Compensation Plan (incorporated by reference from Exhibit 4.19 of Pre Effective Amendment No. 1 to First Advantage's Registration Statement on Form S-4, filed April 4, 2003).

~~4.4 First Advantage Corporation 2003 Employee Stock Purchase Plan (incorporated by reference from Exhibit 4.20 of Pre Effective Amendment No. 2 to First Advantage's Registration Statement on Form S-4, filed April 4, 2003).~~

~~5.1 Opinion of White & Case LLP.~~

~~23.1 Consent of PricewaterhouseCoopers LLP, independent accountants to The First American Corporation Screening Technology Division.~~

~~23.2 Consent of Pricewaterhouse Coopers LLP, independent accountants to US SEARCH.com Inc.~~

~~23.3 Consent of White & Case LLP (contained in Exhibit 5.1).~~

~~24.1 Power of Attorney~~

~~ITEM 9. UNDERTAKINGS.~~

~~The undersigned registrant hereby undertakes:~~

~~(1) To file, during the period in which offers or sales are being made, a post effective amendment to this Registration Statement:~~

~~(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;~~

~~(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and~~

~~(iii) to include any additional or changed material information on the plan of distribution;~~

~~provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by First American pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.~~

~~(2) That, for the purpose of determining any liability under the Securities Act, each such post effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.~~

~~(3) To remove from registration by means of a post effective amendment any of the securities being registered which remain unsold at the termination of the offering.~~

~~(4) That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.~~

~~(5) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is~~

~~against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.~~

~~_____~~ SIGNATURES

~~_____ Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of St. Petersburg, state of Florida, on this 5th day of June, 2003.~~

~~_____~~ FIRST ADVANTAGE CORPORATION

~~_____~~ By: ~~_____~~ /s/ John Long

~~_____~~ John Long
~~_____~~ Chief Executive Officer

~~_____ Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:~~

~~_____~~ Date: June 5, 2003 ~~_____~~ By: ~~_____~~ /s/ John Long

~~_____~~ John Long
~~_____~~ Chief Executive Officer
~~_____~~ (Principal Executive Officer)

~~_____~~ Date: June 5, 2003 ~~_____~~ By: ~~_____~~ /s/ John Lamson

~~_____~~ John Lamson
~~_____~~ Vice President and Chief Financial Officer
~~_____~~ (Principal Financial and Accounting Officer)

~~Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:~~

~~Date: June 5, 2003 By: _____*~~

~~John Long, Director~~

~~Date: June 5, 2003 By: _____*~~

~~John Lamson, Director~~

~~Date: June 5, 2003 By: _____*~~

~~Kenneth D. DeGiorgio, Director~~

By: ~~/s/ Kenneth D. DeGiorgio~~

~~Kenneth D. DeGiorgio, Attorney in Fact~~

~~Pursuant to the requirements of the Securities Act of 1933, the trustees (or other person or persons who administer the Employee Stock Purchase Plan) have duly caused this Registration Statement to be signed on its or their behalf by the undersigned, thereunto duly authorized, in the city of St. Petersburg, state of Florida, on this 5th day of June, 2003.~~

~~FIRST ADVANTAGE CORPORATION 2003 EMPLOYEE
STOCK PURCHASE PLAN~~

~~By: _____/s/ John Long~~

~~John Long~~

EXHIBIT INDEX

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23.1	Consent of PricewaterhouseCoopers LLP, independent accountants to The First American Corporation Screening Technology Division.
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23.3	Consent of White & Case LLP (contained in Exhibit 5.1).
24.1	Power of Attorney

~~Form of Certificate
Representing Class A Common Stock~~

~~[LOGO OF FIRST ADVANTAGE CORPORATION]
FIRST ADVANTAGE CORPORATION~~

~~CLASS A COMMON STOCK CLASS A COMMON STOCK
NUMBER SHARES
[] []~~

~~See Reverse Side For
Certain Definitions~~

~~CUSIP 31845F 10 0~~

~~This certifies that _____ is the owner of
[] FULLY PAID AND NON ASSESSABLE SHARES OF THE PAR VALUE OF
\$0.001 PER SHARE OF THE CLASS A COMMON STOCK OF
FIRST ADVANTAGE CORPORATION~~

~~transferable on the books of the Corporation by the holder hereof in person or
by Attorney upon surrender of this certificate properly endorsed. This
certificate is not valid unless countersigned by the Transfer Agent and
Registrar.~~

~~IN WITNESS WHEREOF, the said Corporation has caused this certificate
to be signed by facsimile signature of its duly authorized officers.~~

~~Dated:~~

~~_____
[Assistant Secretary] [Chief Executive Officer]~~

~~Countersigned and Registered:~~

~~WELLS FARGO BANK MINNESOTA, N.A.
Transfer Agent And Registrar~~

~~_____
Authorized Signature~~

~~The following abbreviations, when used in the inscription of the face
of this certificate, shall be construed as though they were written out in full
according to applicable laws or regulations:~~

~~TEN COM as tenants in common UTMA _____ Custodian _____ (Minor)
TEN ENT as tenants by entireties under Uniform Transfer to
JT TEN as joint tenants with Minors Act _____ (State)
right of survivorship
and not as tenants in
common~~

~~Additional abbreviations may also be used though not in the above list.~~

~~For value received, _____ hereby sell,
assign and transfer unto (please insert social security or other identifying
number of Assignee) _____
(please print or typewrite name and address including postal zip code of
Assignee) _____~~

~~_____ Shares of the capital stock represented by the
within Certificate, and do hereby irrevocably constitute and appoint
_____ Attorney to transfer the said
stock on the books of the within named Corporation with full power of
substitution in the premises.~~

~~Dated: _____~~

~~NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.~~

~~SIGNATURE GUARANTEED~~

~~ALL GUARANTEES MUST BE MADE BY A FINANCIAL INSTITUTION (S9CU AS A BANK OR BROKER) WHICH IS A PARTICIPANT IN THE SECURITIES TRANSFER AGENTS MEDALLION PROGRAM ("STAMP"), THE NEW YORK STOCK EXCHANGE INC. MEDALLION SIGNATURE PROGRAM ("MSP"), OR THE STOCK EXCHANGE MEDALLION PROGRAM ("SEMP") AND MUST NOT BE DATED. GUARANTEES BY A NOTARY PUBLIC ARE NOT ACCEPTABLE.~~

[LETTERHEAD OF WHITE & CASE LLP]

June 5, 2003

First Advantage Corporation
805 Executive Center Drive West, Suite 300
St. Petersburg, Florida 33702

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

~~We have acted as special counsel to First Advantage Corporation, a Delaware corporation (the "Company"), and are familiar with the proceedings and documents relating to the proposed registration by the Company, through a Registration Statement on Form S-8 (the "Registration Statement"), to be filed by the Company with the Securities and Exchange Commission, of (a) up to 3,000,000 shares of the Company's Class A Common Stock, \$.001 par value, issuable under the First Advantage Corporation 2003 Incentive Compensation Plan (the "Incentive Compensation Plan") and (b) up to 1,000,000 of the Company's Class A Common Stock, \$.001 par value (collectively with the shares registered under the Incentive Compensation Plan, the "Stock"), issuable under the First Advantage Corporation 2003 Employee Stock Purchase Plan (together with the Incentive Compensation Plan, the "Plans").~~

~~For the purposes of rendering this opinion, we have examined originals or photostatic copies of the Plans and such corporate records, agreements and other documents of the Company as we have deemed relevant and necessary as a basis for the opinion hereinafter set forth. In connection with our examination of such documents, we have assumed the genuineness of all signatures on, and the authenticity of, all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. With respect to instruments executed by natural persons, we have assumed the legal competency and authority of such persons. As to facts material to the opinions expressed herein which were not independently established or verified, we have relied upon oral or written statements and representations of the Company.~~

~~Based on the foregoing, in reliance thereon and subject to compliance with applicable state securities laws and the assumptions and qualifications set forth herein, we are of the opinion that the Stock, when issued and delivered in accordance with the terms and conditions set forth in the Registration Statement, the Plans, any award agreements thereunder and any related documents, will be validly issued, fully paid and nonassessable.~~

~~We hereby consent to the use of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby concede that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the SEC thereunder. This opinion is furnished by us, as special counsel to First Advantage, in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and, except as provided in the immediately preceding sentence, is not to be used, circulated or quoted for any other purpose or otherwise referred to or relied upon by any other person without the express written permission of the undersigned.~~

Very truly yours,

/s/ White & Case LLP

NWR:JD:JSR

~~CONSENT OF INDEPENDENT ACCOUNTANTS~~

~~We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of First Advantage Corporation of our report dated April 3, 2003 relating to the combined financial statements of the FAST Division as of December 31, 2002 and 2001 and for each of the three years in the period ended December 31, 2002, and our reports dated December 6, 2002 relating to the financial statements of Employee Health Programs, Inc. as of December 31, 2001 and 2000 and for each of the years then ended, the financial statements of Substance Abuse Management, Inc. as of December 31, 2000 and for the year then ended and the financial statements of American Driving Records, Inc. as of December 31, 2001 and 2000 and for each of the years then ended, which appear in Registration Statement No. 333-102565 on Form S-4.~~

~~/s/ PricewaterhouseCoopers LLP~~

~~Los Angeles, California
June 4, 2003~~

~~CONSENT OF INDEPENDENT ACCOUNTANTS~~

~~We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of First Advantage Corporation of our report dated March 24, 2003, except for the subsequent events described in Note 16 to the financial statements as to which the date is April 1, 2003, relating to the consolidated financial statements of US SEARCH.com Inc., which appears in Registration Statement No. 333-102565 on Form S-4.~~

~~/s/ PricewaterhouseCoopers LLP~~

~~Century City, California
June 4, 2003~~

~~POWER OF ATTORNEY~~

~~KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors of First Advantage Corporation, a Delaware corporation (the "Corporation"), hereby constitute and appoint Kenneth D. DeGiorgio the true and lawful agent and attorney in fact of the undersigned, with full power and authority in said agent and attorney in fact to sign for the undersigned and in their respective names as directors of the Corporation the Registration Statement on Form S-8 to be filed with the United States Securities and Exchange Commission, Washington, D.C., under the Securities Act of 1933, as amended, and any amendment or amendments to such Registration Statement, relating to the Class A Common Stock, par value \$.001 per share, of the Corporation to be offered thereunder, and the undersigned ratify and confirm all acts taken by such agent and attorney in fact as herein authorized. This Power of Attorney may be executed in one or more counterparts.~~

~~Date: June 4, 2003 By: /s/ John Long~~

~~John Long, Director~~

~~Date: June 4, 2003 By: /s/ John Lamson~~

~~John Lamson, Director~~

~~Date: June 4, 2003 By: /s/ Kenneth D. DeGiorgio~~

~~Kenneth D. DeGiorgio, Director~~