SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

SCHEDULE 14D-9

Solicitation/Recommendation Statement Under
Section 14(d)(4) of the Securities Exchange Act of 1934

FIRST ADVANTAGE CORPORATION

(Name of Subject Company)

FIRST ADVANTAGE CORPORATION
(Name of Person Filing Statement)

Class A Common Stock, U.S. $0.001 Par Value
(Title of Class of Securities)

31845F100
(CUSIP Number of Class of Securities)

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12395 First American Way
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(727) 214-3411
(Name, address and telephone number of person authorized to receive notices and communications on behalf of the person filing statement)

With a copy to:

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☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Item 1. Subject Company Information.

(a) Name and Address.

The name of the subject company is First Advantage Corporation, a Delaware corporation ("First Advantage"). The address of the principal executive offices of First Advantage is 12395 First American Way, Poway, California 92064, and its telephone number is (727) 214-3411.

(b) Securities.

The title of the class of equity securities to which this Solicitation/Recommendation Statement on Schedule 14D-9 (such statement, together with the exhibits and annexes, each as may be amended, supplemented or otherwise modified from time to time, this "Statement") relates is the Class A common stock, par value $0.001 per share, of First Advantage ("Class A Shares"). As of the close of business on October 7, 2009, there were 12,097,680 Class A Shares issued and outstanding, representing approximately 20% of the equity interest and 2% of the voting power of First Advantage, 3,463,415 Class A Shares issuable upon conversion of outstanding shares of Class B common stock, par value $0.001 per share, of First Advantage ("Class B Shares") not owned by The First American Corporation, a Delaware corporation ("First American") and its affiliates, 3,172,097 Class A Shares issuable upon exercise of outstanding stock options to purchase Class A Shares, 772,079 Class A Shares issuable upon vesting of outstanding restricted stock units and 41,462 Class A Shares issuable upon exercise of outstanding warrants to purchase Class A Shares. According to the Offer to Exchange (as defined below), First American does not own or control any outstanding Class A Shares, except for 3,386 Class A Shares of restricted stock.

Item 2. Identity and Background of Filing Person.

(a) Name and Address.

First Advantage is the subject company and the filing person of this Statement. First Advantage's name, business address and business telephone number are set forth in Item 1(a) above. First Advantage's website can be found at www.FADV.com. The information on First Advantage's website should not be considered a part of this Statement.

(b) Tender Offer.

This Statement relates to the offer by First American to exchange all of the outstanding Class A Shares, as disclosed in a preliminary prospectus and offer to exchange, dated October 9, 2009 (as may be amended, supplemented or otherwise modified from time to time, the "Offer to Exchange") contained in a Registration Statement on Form S-4 (as may be amended, supplemented or otherwise modified from time to time, the "Form S-4") and a Tender Offer Statement filed on Schedule TO (as may be amended, supplemented or otherwise modified from time to time, the "Schedule TO"), each as filed by First American with the U.S. Securities and Exchange Commission (the "SEC") on October 9, 2009. According to the Offer to Exchange, First American is offering to exchange for each Class A Share validly tendered, and not properly withdrawn, in the Offer (as defined below) 0.58 of a common share, par value $1.00 per share, of First American (a "First American Common Share"), subject to the terms and conditions set forth in the Offer to Exchange and the related letter of transmittal (as may be amended, supplemented or otherwise modified from time to time, the "Letter of Transmittal"). The consideration offered per Class A Share, together with all of the terms and conditions of First American's exchange offer, as set forth in the Offer to Exchange and the Letter of Transmittal, is referred to in this Statement as the "Offer." The fraction of a First American Common Share offered for each Class A Share is referred to herein as the "Exchange Ratio." The Offer to Exchange and Letter of Transmittal contained in the Form S-4 are filed as exhibits to this Statement and are incorporated by reference herein. According to the Offer to Exchange, the Offer commenced on Friday, October 9, 2009, and is currently scheduled to expire at 5:00 p.m., New York City time, on Tuesday, November 10, 2009, unless extended (as may be extended from time to time, the "Expiration Time"). First Advantage cannot extend the Offer; only First American can extend the Offer. According to the Offer to Exchange, Class A Shares tendered in the Offer may be withdrawn at any time prior to the Expiration Time, but shares tendered during any subsequent offering period may not be withdrawn.

FADV Holdings LLC, a Delaware limited liability company ("FADV Holdings"), owns 47,726,521 Class B Shares, which constitute all of the outstanding Class B Shares. According to the Offer to Exchange, FADV Holdings is an entity owned by First American, First American Real Estate Solutions LLC, a California limited liability company ("FARES"), which is a joint venture between First American and Experian Information Solutions, Inc. ("Experian"), and First American Real Estate Information Services, Inc., a California corporation and wholly-owned subsidiary of First American ("FAREISI"). The Class B Shares constitute approximately 80% of the equity interest in First Advantage as of the close of business on October 7, 2009. According to the Offer to Exchange, First American's indirect interest represented by the Class B Shares equals approximately 74%, and Experian's indirect interest equals approximately 6% of the equity interest in First Advantage as of the date of the Offer to Exchange. The Class B Shares, which are entitled to ten votes per share, represent approximately 98% of the voting power of First Advantage as of the close of business on October 7, 2009. The Class B Shares may be converted into Class A Shares at any time.

According to the Offer to Exchange, pursuant to a Consent to Transaction by and between First American and Experian, dated October 2, 2009 (the "Consent to Transaction"), Experian has elected, subject to a right of revocation, to cause the distribution of Class B Shares from FADV Holdings to Experian of its proportionate interest in the Class B Shares held by FARES (which Class B Shares, upon such distribution to Experian, would automatically convert to Class A Shares and would no longer be subject to First American's control), and to tender those Class A Shares in the Offer (such distribution, the "Experian Distribution"). According to the Offer to Exchange, Experian's proportionate interest is 3,463,415 Class B Shares, and thus, if Experian elects to cause the Experian Distribution, 3,463,415 additional Class A Shares would be issued and outstanding, with a corresponding decrease in the number of Class B Shares. According to the Offer to Exchange, if Experian revokes its election to cause the Experian Distribution, all of the currently outstanding Class B Shares, including Experian's proportionate interest, will be contributed to First American's wholly-owned subsidiary, Algonquin Corp. ("Merger Sub"), under the Consent to Transaction and 2,008,780 fewer First American Common Shares would be issued in the Offer and a subsequent short-form merger of Merger Sub with and into First Advantage (the "Merger"). According to the Offer to Exchange, if Experian exercises the right of revocation and elects not to cause the Experian Distribution and tender Class A Shares in the Offer, it has agreed to take those actions that are necessary to facilitate the Offer and the Merger, including consenting to the contribution of Class B Shares to Merger Sub by FADV Holdings, the conversion of the Class B Shares to Class A Shares and the consummation of the Merger. According to the Offer to Exchange, the Consent to Transaction is effective so long as the Offer is consummated by April 30, 2010.

According to the Offer to Exchange, the Offer is conditioned upon, among other things, satisfaction of the Minimum Condition. According to the Offer to Exchange, the "Minimum Condition" means that there must be validly tendered, and not properly withdrawn, prior to the Expiration Time, at least a majority of the Class A Shares owned by stockholders other than First American and its affiliates (including its executive officers and directors), Experian and its subsidiaries and First Advantage, its executive officers and directors, and its subsidiaries (collectively, the "Excluded Parties"). As of the close of business on October 7, 2009, there were 12,097,680 Class A Shares outstanding and, according to the Offer to Exchange, 706,751 of these Class A Shares are held by the Excluded Parties. Accordingly, First American calculates that, based on the number of Class A Shares outstanding as of the close of business on October 7, 2009, at least 5,695,466 Class A Shares not owned by the Excluded Parties would have to be validly tendered in the Offer, and not have been properly withdrawn, as of the Expiration Time, in order to satisfy the Minimum Condition.

According to the Offer to Exchange, in addition to the Minimum Condition, among others, the following conditions must also be satisfied or waived (except as noted below):

- there must be sufficient Class A Shares validly tendered in the Offer, and not properly withdrawn, such that, once such tendered Class A Shares are purchased by First American in the Offer, First American will own or control at least 90% of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis) (the "Merger Condition");

- the Form S-4, of which the Offer to Exchange is a part, must have been declared effective under the Securities Act of 1933, as amended (the "Securities Act") and not be the subject of any stop order or proceedings seeking a stop order (the "Registration Statement Effectiveness Condition"); and
- the First American Common Shares issuable in the Offer and the Merger must have been approved for listing on the New York Stock Exchange, subject to official notice of issuance (the "Listing Condition").

According to the Offer to Exchange, the Offer is also conditioned upon satisfaction of the "General Conditions" set forth below. According to the Offer to Exchange, all of the General Conditions will be deemed to be satisfied, unless any of the following conditions occur and are not waived, on or after the date of the Offer to Exchange:

- there shall have been (i) instituted or be pending any action, investigation or proceeding initiated by any governmental, regulatory or administrative agency or instrumentality or other governmental authority (each, a "Governmental Authority"), which seeks or results in the following or in the good faith judgment of First American could reasonably result in the following, (ii) instituted or be pending any action or proceeding initiated by any other person that has resulted in the following, or in the good faith judgment of First American, has a reasonable probability of resulting in the following, or (iii) an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or Governmental Authority, that, in the good faith judgment of First American:
  - prohibits or imposes any material limitations on First American's ownership, control or operation of all or a material portion of the businesses or assets of First Advantage or its subsidiaries, taken as a whole;
  - prohibits or makes illegal the acceptance for payment, payment for or the purchase of the Class A Shares or the consummation of the Offer or the Merger;
  - results in a material delay in or materially restricts First American's ability, or renders First American unable, to accept for payment, pay for or purchase some or all of the Class A Shares that have been tendered into the Offer and are not properly withdrawn or that will be cancelled in the Merger;
  - imposes limitations on First American's ability to effectively exercise full rights of ownership of the Class A Shares, including, without limitation, the right to vote the Class A Shares purchased by First American on all matters properly presented to First Advantage's stockholders;
  - requires the divestiture by First American or its affiliates of their Class B Shares (or any Class A Shares into which they are converted);
  - compels First Advantage or its subsidiaries or First American and its subsidiaries to dispose of portions of the business, assets or properties of First Advantage or its subsidiaries, that are material to First Advantage and its subsidiaries, taken as a whole, or First American or its subsidiaries, that are material to First American and its subsidiaries, taken as a whole;
  - imposes any material new condition to the Offer or the Merger which is unacceptable to First American, in its reasonable discretion; or
  - enjoins or prohibits (or seeks material damages for) the acquisition by First American of the Class A Shares;

  provided, that, prior to asserting any such condition, First American shall have used all commercially reasonable efforts to cause any such stay, decree, judgment, order or injunction to be vacated or lifted;
- there shall have been any change (or any condition, event or development involving a prospective change) that has had, or may reasonably be expected to have, in the good faith judgment of First

American, a material and adverse effect on the business, properties, assets, liabilities, financial condition, operations, or results of operations of First Advantage and its subsidiaries, taken as a whole;

- there shall have occurred and be continuing, any of the following which, in the good faith judgment of First American, make it inadvisable to proceed with the completion of the Offer:
  - any general suspension of, or limitation on prices for, trading in the United States securities or financial markets;
  - a declaration of a banking moratorium or any suspension of payments in respect of banks by federal or state authorities in the United States (whether or not mandatory); or
  - any limitation (whether or not mandatory) by any court or Governmental Authority, or other event that, in the reasonable judgment of First American, affects the extension of credit by banks or other lending institutions;
- First Advantage or any of its subsidiaries has materially changed its capitalization from that existing on October 9, 2009; or
- the First Advantage board of directors (upon the recommendation of the Special Committee of the First Advantage board of directors (the "Special Committee")) and the First American board of directors (upon the recommendation of the Ad-Hoc Committee of the First American board of directors (the "First American Ad-Hoc Committee")) have agreed to terminate the Offer.

According to the Offer to Exchange, notwithstanding any other provision of the Offer, First American will not be required to accept for purchase, or to pay for, Class A Shares tendered in the Offer and may terminate, extend or amend the Offer and may (subject to Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender or exchange offer) postpone the acceptance for exchange of, and payment for, Class A Shares so tendered if, at or prior to the Expiration Time, any of the Minimum Condition, the Merger Condition, the Registration Statement Effectiveness Condition, the Listing Condition or the General Conditions are not satisfied.

According to the Offer to Exchange, the Minimum Condition, the Registration Statement Effectiveness Condition and the Listing Condition may not be waived. According to the Offer to Exchange, if these conditions are not satisfied, First American will not purchase any Class A Shares in the Offer. According to the Offer to Exchange, First American can waive the Merger Condition in its sole discretion, and provided that the non-waivable conditions have been met, First American can consummate the Offer, notwithstanding that it will not own or control 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis) upon consummation of the Offer. According to the Offer to Exchange, if First American waives the Merger Condition, First American will extend the Expiration Time to the extent required by law.

According to the Offer to Exchange, the conditions to the Offer are for the sole benefit of First American and may be asserted by it in its sole discretion, regardless of the circumstances giving rise to such conditions, or, except as set forth above, may be waived by First American, in whole or in part, in its sole discretion, whether or not any other condition of the Offer also is waived. According to the Offer to Exchange, First American has not made a decision as to what circumstances would lead it to waive any such condition, and any such waiver would depend on circumstances prevailing at the time of such waiver. According to the Offer to Exchange, any determination by First American concerning the events described in this section will be final and binding upon all holders of the Class A Shares. According to the Offer to Exchange, the failure by First American at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right which may be asserted at any time and from time to time. In the event that all of the conditions to the Offer have not been satisfied or waived at the then scheduled Expiration Time, according to the Offer to Exchange, First American may, in its discretion, extend the Expiration Time in such increments as it may determine.

To consummate the Merger, Delaware law requires that Merger Sub own at least 90% of the outstanding Class A Shares and at least 90% of the outstanding Class B Shares, if any. As of the close of business on October 7, 2009, there were 12,097,680 Class A Shares and 47,726,521 Class B Shares outstanding, of which, according to the Offer to Exchange, First American's proportionate interest is 44,263,106 Class B Shares and Experian's proportionate interest is 3,463,315 Class B Shares. Pursuant to First Advantage's certificate of incorporation, as amended (the "First Advantage Certificate of Incorporation"), First American may, at any time, convert some or all of its Class B Shares into Class A Shares on a one-for-one basis. According to the Offer to Exchange, if the Merger Condition is satisfied and First American consummates the Offer, First American will convert (or cause to be converted) all of the Class B Shares that it owns or controls into Class A Shares and cause all such Class A Shares, and Class A Shares acquired by First American in the Offer, to be contributed to Merger Sub. Therefore, according to the Offer to Exchange, First American calculates that, based on the number of Class A Shares outstanding as of the close of business on October 7, 2009, at least 6,111,874 Class A Shares (not including any Class A Shares issuable upon conversion of Class B Shares into Class A Shares on a one-for-one basis or any Class A Shares owned by First American as of the close of business on October 7, 2009) would have to be tendered in order to satisfy the Merger Condition, which Class A Shares constitute approximately 51% of the Class A Shares.

According to the Offer to Exchange, if, upon completion of the Offer, First American owns or controls 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis), First American will promptly thereafter effect the Merger unless prohibited by court order or other applicable legal requirement. As provided by the Delaware General Corporation Law ("DGCL"), the Merger may be effected without the approval of the First Advantage board of directors or any remaining public stockholders. According to the Offer to Exchange, if First American consummates the Offer and does not own or control 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis), First American will use commercially reasonable efforts to acquire additional Class A Shares such that after such acquisition, Merger Sub owns at least 90% of each class of the issued and outstanding capital stock of First Advantage (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis). According to the Offer to Exchange, in such event, once First American owns or controls 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis), First American will effect the Merger promptly thereafter unless prohibited by court order or other applicable legal requirement. According to the Offer to Exchange, First American reserves the right to purchase Class A Shares in the open market, in privately negotiated transactions (including with First Advantage), in another tender offer or exchange offer, in a merger negotiated with First Advantage or otherwise. According to the Offer to Exchange, First Advantage gives no assurance as to the price per Class A Share that may be paid in any such future acquisition of Class A Shares by First American or the effect any such actions could have on the trading price of the Class A Shares. In determining whether or not First American is exercising "commercially reasonable efforts," according to the Offer to Exchange, First American intends to take into account all facts and circumstances existing at the time and not solely the price at which Class A Shares might be acquired, provided that "commercially reasonable efforts" shall not require First American to pay consideration in excess of 0.58 of a First American Common Share (or equivalent value) for any Class A Share.

According to the Offer to Exchange, as a result of the Merger, any holders of Class A Shares who had not previously had their Class A Shares purchased in the Offer (or in any subsequent purchases) would have their Class A Shares converted into First American Common Shares at the Exchange Ratio, other than the Class A Shares in respect of which appraisal rights have been properly perfected under Delaware law. Please refer to "Item 8. Additional Information—Short Form Merger" for more information on the Merger and "Item 8. Additional Information—Appraisal Rights" for more information on the appraisal rights of holders of Class A Shares in connection with the Merger.

According to the Offer to Exchange, notwithstanding First American's commercially reasonable efforts to own or control at least 90% of the outstanding Class A Shares, First American may be prohibited or unable to

consummate the Merger due to a court order or other applicable legal requirement, including if any of the following occur:

- there shall have been (i) instituted or be pending any action, investigation or proceeding by any Governmental Authority, or (ii) an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or Governmental Authority, in each case, that has the effect of making the Merger illegal or otherwise restraining or prohibiting the consummation of the Merger or prohibiting or making illegal, the acceptance for payment, payment for or the purchase of the Class A Shares in the Merger; or
- a stop order suspending the effectiveness of the Form S-4, of which the Offer to Exchange is a part, is in effect or proceedings for such purpose are pending before the SEC;

provided, that First American will use commercially reasonable efforts to prevent the entry of any such judgment, injunction, order or decree, and to remove any such suspension of the Form S-4.

According to the Offer to Exchange, if the Merger is not consummated, First American expects to continue to evaluate, from time to time, its options regarding First Advantage, and in addition to potentially maintaining the status quo, may consider other alternatives, including open market purchases, purchases in privately negotiated transactions (including from First Advantage), purchases through another tender offer or exchange offer, or entry into a merger negotiated with First Advantage.

According to the Offer to Exchange, First American expressly reserves the right, in its sole discretion, to extend, on one or more occasions, the period of time during which the Offer remains open in the event that not all of the conditions to the Offer have been waived or satisfied at the then scheduled Expiration Time or if First American is required to extend the Offer pursuant to the SEC's tender offer rules. In addition, according to the Offer to Exchange, subject to the SEC's applicable rules and regulations, First American reserves the right to delay, on one or more occasions, and extend the period during which the Offer remains open, for any other reason whatsoever, if in good faith First American deem it advisable. According to the Offer to Exchange, First American also reserves the right to terminate the Offer and not accept for exchange any Class A Shares, upon the failure of any of the conditions of the Offer to be satisfied or, where permissible, waived, or otherwise to amend the Offer in any respect (except as to the non-waivable conditions), by giving oral or written notice of delay, termination or amendment to the Exchange Agent (as defined below) and by making a public announcement. According to the Offer to Exchange, First American will follow any extension, delay, termination or amendment, as promptly as practicable, with a public announcement.

According to the Offer to Exchange, First American may (but is under no obligation to) elect to provide a subsequent offering period of at least three business days, during which time stockholders whose Class A Shares have not been accepted for payment may tender, but not withdraw, their Class A Shares and receive in the Offer the Exchange Ratio for each Class A Share.

According to the Offer to Exchange, if the conditions to the Offer are satisfied or waived, and First American consummates the Offer, but for any reason is not able to promptly effect the Merger, Class A Shares not tendered into the Offer would remain outstanding until First American is able to effect the Merger, if ever. In these circumstances, the liquidity of and market value for those Class A Shares could be adversely affected. The Class A Shares are currently listed on the NASDAQ Stock Market. Depending upon the number of Class A Shares purchased in the Offer, they may no longer meet the requirements for continued listing and may be delisted from the NASDAQ Stock Market, resulting in illiquidity and reduced value. According to the Offer to Exchange, it is possible that the Class A Shares would continue to trade in the over-the-counter market and that price quotations would be reported by other sources. The extent of the public market for the Class A Shares and the availability of these quotations would depend, however, upon the number of holders of Class A Shares remaining at that time, the interests in maintaining a market in the Class A Shares on the part of securities firms, and other factors. According to the Offer to Exchange, Class A Shares are currently "margin securities" under the

regulations of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect of allowing brokers to extend credit on Class A Shares as collateral. Depending on factors similar to those described above regarding listing and market quotations, it is possible that after the Offer, Class A Shares would no longer constitute "margin securities" for purposes of the Federal Reserve Board's margin regulations.

According to the Offer to Exchange, First American will not issue any fraction of a First American Common Share pursuant to the Offer or the Merger. Instead, according to the Offer to Exchange, each First Advantage stockholder who would otherwise be entitled to a fraction of a First American Common Share, after combining all fractional shares to which the stockholder would otherwise be entitled in the Offer or the Merger, will receive cash in an amount equal to the product obtained by multiplying (i) the fraction of a First American Common Share to which the holder would otherwise be entitled by (ii) the closing price of a First American Common Share as reported on the New York Stock Exchange on the last trading day before the date that the Offer expires.

According to the Offer to Exchange, the receipt of First American Common Shares and cash in lieu of fractional First American Common Shares by holders of Class A Shares in exchange for the Class A Shares pursuant to the Offer and the Merger is expected to be treated as a taxable transaction for U.S. federal income tax purposes. In general, a stockholder who is a U.S. person and exchanges Class A Shares pursuant to the Offer or the Merger is expected to recognize gain or loss for U.S. federal income tax purposes equal to the difference, if any, between (i) the sum of the fair market value of the First American Common Shares and cash in lieu of fractional First American Common Shares received by the stockholder and (ii) the stockholder's adjusted tax basis in the Class A Shares exchanged pursuant to the Offer or the Merger. If the Class A Shares exchanged constitute capital assets in the hands of the stockholder, such gain or loss will be a capital gain or a capital loss. In general, capital gains recognized by an individual will be subject to tax at capital gains rates if the shares were held for more than one year. The tax consequences to each holder of Class A Shares will depend on the facts and circumstances applicable to such stockholder. Holders of Class A Shares should contact their tax advisors to determine the particular tax consequences of tendering their shares.

According to the Offer to Exchange, First American and Wells Fargo Bank, N.A., the depositary and exchange agent for the Offer (the "Exchange Agent"), will deduct and withhold from amounts otherwise payable pursuant to the terms of the Offer and the Merger any amounts that are required to be deducted and withheld with respect to such payments under applicable law.

According to the Offer to Exchange, First American will pay any stock transfer taxes with respect to the sale and transfer of any Class A Shares to it pursuant to the Offer and the Merger. If, however, payment of consideration in the Offer or the Merger is to be made to, or Class A Shares not tendered or not accepted for exchange are to be returned in the name of, any person other than the registered holder(s), or if a transfer tax is imposed for any reason other than the sale or transfer of Class A Shares to First American pursuant to the Offer or the Merger, as applicable, then, according to the Offer to Exchange, the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) will be deducted from the consideration payable in the Offer or the Merger, as applicable, unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted to the Exchange Agent.

The Schedule TO states that the principal executive offices of First American are located at 1 First American Way, Santa Ana, California 92707-5913.

First Advantage does not take any responsibility for the accuracy or completeness of information described in this Statement or the annexes and exhibits to this Statement as contained in the Offer to Exchange, the Form S-4 and Schedule TO, including information concerning First American or its affiliates, officers or directors, or actions or events with respect to any of them, or for any failure by First American to disclose events or circumstances that may have occurred and may affect the significance, completeness or accuracy of any such information.

Item 3. Past Contacts, Transactions, Negotiations and Agreements.

Except as discussed in this Statement or the annexes and exhibits to this Statement or as incorporated by reference herein, to the best of First Advantage's knowledge, as of the date of this Statement, there are no material agreements, arrangements or understandings or any actual or potential conflicts of interest between First Advantage or its affiliates and (i) the executive officers, directors or affiliates of First Advantage or (ii) First American or any of its executive officers, directors or affiliates. All information incorporated by reference herein is considered a part of this Statement, except for any information that is superseded by information directly in this Statement.

(a) Interests of Certain Persons in the Offer and Merger.

In considering the position, if any, of the Special Committee with respect to the Offer, stockholders should be aware that certain executive officers and directors of First American and its affiliates, and certain executive officers and directors of First Advantage and its affiliates, have interests in the Offer and the Merger, which are described in this Statement and the annexes and exhibits to this Statement and which may present them with certain actual or potential conflicts of interest with respect to the Offer and the Merger, including the fact that four of ten members of the First Advantage board of directors are also currently directors and/or executive officers of First American. Information regarding these interests of certain executive officers and directors of First American and its affiliates, and certain executive officers and directors of First Advantage and its affiliates are described in the Annual Proxy Statement of First Advantage filed on Schedule 14A with the SEC on March 18, 2009 (the "2009 Proxy Statement") under the headings "Election of Directors—Nominees for Election of Directors," "Information About Our Board of Directors," "Executive Officers" and "Security Ownership of Certain Beneficial Owners and Management." These disclosures are filed as exhibits to this Statement and are incorporated by reference herein.

As of the close of business on October 7, 2009, the directors and executive officers of First Advantage beneficially owned, in the aggregate, 380,522 Class A Shares (excluding options and restricted stock awards), which represents approximately 3% of the outstanding Class A Shares. If the directors and executive officers of First Advantage were to tender all of these Class A Shares pursuant to the Offer, the directors and executive officers would receive an aggregate of approximately 220,702 First American Common Shares. As of September 30, 2009, the directors and executive officers of First American (excluding persons who are also directors and executive officers of First Advantage) beneficially owned, in the aggregate, 1,616 Class A Shares (excluding options), which represents approximately 0.01% of the outstanding Class A Shares. If such directors and executive officers of First American were to tender all of these Class A Shares pursuant to the Offer, such directors and executive officers would receive an aggregate of approximately 937 First American Common Shares.

According to the Offer to Exchange, if the directors and officers of First Advantage or First American who own Class A Shares tender their Class A Shares pursuant to the Offer or their shares are exchanged in the Merger, they will receive the same consideration on the same terms and conditions as other stockholders of First Advantage.

(b) Certain Arrangements between First Advantage and its Executive Officers, Directors and Affiliates.

Certain contracts, agreements, arrangements and understandings between First Advantage and its executive officers, directors and affiliates are described in the 2009 Proxy Statement under the headings "Information About Our Board of Directors," "Business Relationships and Related Transactions," "Security Ownership of Certain Beneficial Owners and Management," "Compensation Discussion and Analysis" and "Executive Compensation." These disclosures are filed as exhibits to this Statement and are incorporated by reference herein. The Offer to Exchange contains information regarding relationships and arrangements between First Advantage and certain of First American's officers, directors and affiliates under the headings "The Offer—Relationships with First Advantage" and "Interests of Certain Persons in the Offer and the Merger."

Director and Executive Officer Compensation, Employment Matters and Employment Agreements.

Information concerning executive compensation and employment matters, including compensation paid by First Advantage to its directors and certain of its executive officers for the fiscal year ended December 31, 2008, is set forth in the 2009 Proxy Statement under the headings "Compensation Discussion and Analysis" and "Executive Compensation," which sections of the 2009 Proxy Statement are filed as exhibits to this Statement and are incorporated by reference herein.

In August 2009, First Advantage entered into employment agreements with the following executive officers of First Advantage: Anand Nallathambi, Chief Executive Officer; John Lamson, Chief Financial Officer and Principal Accounting Officer; Todd Mavis, Executive Vice President of Operations; Akshaya Mehta, Executive Vice President of Corporate Infrastructure; Evan Barnett, President of Multi-Family Services; and Andrew MacDonald, President of Investigative and Litigation Support Services (each an "Executive").

Under the employment agreements, if an Executive's employment is terminated by the Executive for "good reason" or by First Advantage without cause, the Executive is entitled to receive: (i) base salary through the date of termination; (ii) any annual bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year; (iii) reimbursement of properly incurred business expenses; (iv) employee benefits to which the Executive is entitled under First Advantage's employee benefit plans; (v) subject to the Executive's general release of claims and compliance with non-competition and other restrictive covenants, a severance payment payable in equal installments over a specified period, a pro rata bonus for the year of termination, and continued participation in a group health plan at employee rates generally during the period in which the Executive is receiving severance payments; and (vi) subject to the Executive's agreement not to compete, payments for a specified period in consideration for the Executive's agreement not to compete. The severance payments are subject to reduction by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to the Executive under any other plans, programs or arrangements of First Advantage or its affiliates. The following tables describe the amount of severance and non-competition payments the Executive would be entitled to receive upon termination for good reason or without cause:

Executive	Severance Payment	Non-Competition Payment
Anand Nallathambi	$1,050,000, payable over a period of 24 months	$1,050,000, payable over a period of 24 months
John Lamson	Continued payment of 50% of base salary for a period of 18 months	Continued payment of 50% of base salary for a period of 18 months
Todd Mavis	Continued payment of 50% of base salary for a period of 18 months	Continued payment of 50% of base salary for a period of 18 months
Akshaya Mehta	Continued payment of 50% of base salary for a period of 12 months	Continued payment of 50% of base salary for a period of 12 months
Evan Barnett	Continued payment of 50% of base salary for a period of 12 months	Continued payment of 50% of base salary for a period of 12 months
Andrew MacDonald	Continued payment of 50% of base salary for a period of 12 months	Continued payment of 50% of base salary for a period of 12 months

The employment agreements provide for the following annual base salaries for the Executives: Anand Nallathambi—$700,000; John Lamson—$375,000; Todd Mavis—$375,000; Akshaya Mehta—$345,000; Evan Barnett—$297,400; and Andrew MacDonald—$295,000.

The term "good reason" is defined in the employment agreements to be any of the following events, of which the Executive gives notice to First Advantage within 30 days following the later of its occurrence or the Executive's knowledge thereof, and which is not cured by First Advantage within 30 days of receipt of the Executive's notice:

(i) the failure of First Advantage to pay or cause to be paid the Executive's base salary when due or reduction in the Executive's base salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of First Advantage);

(ii) any substantial diminution in the Executive's position, authority or responsibilities; or

(iii) a relocation of the Executive's principal place of employment by more than 50 miles.

In Mr. Nallathambi's employment agreement, "good reason" also includes a reduction in his total annual compensation opportunity for any fiscal year to less than $1.6 million in the aggregate.

For purposes of clause (i) of the definition of good reason, following a "First American Transaction," "good reason" does not occur for Mr. Nallathambi based on a reduction in his base salary unless it is reduced below the annual base salary of any employee who is an Executive Vice President of First American. The term "First American Transaction" means either a change in control or other corporate transaction or reorganization, in either case, pursuant to which First Advantage becomes a controlled, non-public subsidiary or division of First American. The Offer and Merger will constitute a First American Transaction.

For purposes of clause (ii) of the definition of good reason, following a "qualifying corporate transaction," a substantial diminution in the Executive's position, authority or responsibilities will be deemed to occur if, as a result of such transaction, First Advantage becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as First Advantage and the Executive is not provided a position, authority or responsibilities, substantially similar to his position, authority or responsibilities with First Advantage, with respect to the parent operating entity, resulting from such qualifying corporate transaction. Otherwise, a change in position, authority or responsibilities that results directly from First Advantage becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company will not, itself, constitute "good reason." Following a First American Transaction, a substantial diminution in position, authority or responsibilities, will not constitute "good reason" for Mr. Nallathambi unless his title, position, authority or responsibilities are reduced below that of the title, position, authority or responsibilities of any employee who is a Corporate Executive Vice President of First American.

The term "qualifying corporate transaction" is defined in the employment agreements as either (i) a "change in control," as defined under the First Advantage Corporation 2003 Incentive Compensation Plan (the "2003 Incentive Plan"), or (ii) a corporate transaction or reorganization pursuant to which First Advantage becomes a controlled, non-public subsidiary or division of another entity. The definition of "qualifying corporate transaction" excludes any transaction involving First American. Accordingly, even though the Merger will constitute a change in control under the 2003 Incentive Plan, the Merger will not constitute a qualifying corporate transaction under the employment agreements.

For purposes of clause (iii) of the definition of good reason, the principal place of employment of each Executive is as follows: Evan Barnett—the State of Maryland; John Lamson—the St. Petersburg, Florida metropolitan area; Todd Mavis—the San Diego, California metropolitan area; Andrew MacDonald—the Washington, D.C. metropolitan area; Anand Nallathambi—the San Diego, California metropolitan area; and Akshaya Mehta—approximately 3 business days a week in the Poway, California metropolitan area and approximately two business days a week in the Orange County, California metropolitan area.

Copies of the employment agreements for each Executive are filed as exhibits to this Statement and are incorporated by reference herein.

Effect of the Merger on First Advantage Stock Options.

The Merger, if consummated, will constitute a "Change in Control" under the 2003 Incentive Plan. Upon a Change in Control, the unvested awards of stock options, restricted stock units and restricted stock issued under the 2003 Incentive Plan will immediately vest. Restricted stock units and restricted stock will vest and be converted into First American Common Shares at the Exchange Ratio in the Merger. Stock options issued under the 2003 Incentive Plan will be converted into options to purchase First American Common Shares by multiplying the number of shares issuable upon exercise by the Exchange Ratio, and proportionately adjusting the exercise prices of individual awards.

First Advantage's executive officers and directors hold the following number of vested options that will be converted into First American options if the Offer and the Merger are consummated: Evan Barnett—105,000; David Chatham—12,500; Barry Connelly—12,500; Bret Jardine—13,502; Jill Kanin-Lovers—5,000; Parker Kennedy—12,500; John Lamson—215,000; Andrew MacDonald—85,000; Todd Mavis—33,350; Frank McMahon—7,500; Akshaya Mehta—210,000; Thomas Milligan—65,310; Anand Nallathambi—300,050; Donald Nickelson—12,500; Donald Robert—12,500; D. Van Skilling—7,500; Lisa Steinbach—50,000; and David Walker—12,500.

The following table provides information regarding the unvested options of First Advantage's executive officers and directors that will vest and be converted into First American options if the Merger is consummated:

Unvested Options That Vest Due to the Offer and Merger

Name	Exercise Price	Number of Unvested Shares	Total Option Spread (1)
Jardine, Bret	$ 26.76	2,498	$ 0
Mavis, Todd	$ 18.54	16,650	$ 1,998
Milligan, Thomas	$ 26.76	6,660	$ 0
Nallathambi, Anand	$ 23.97	16,650	$ 0
Nallathambi, Anand	$ 26.76	33,300	$ 0

(1) Based on the October 7, 2009 closing stock price of $18.66, less the exercise price of the unvested stock options.

The following table provides information regarding the restricted stock and restricted stock units of First Advantage's executive officers and directors that will vest and be converted into First American Common Shares if the Merger is consummated:

Unvested Restricted Stock and Restricted Stock Units Accelerated Due to the Offer and Merger

Names	Number of Unvested Shares/Units	Value of Unvested Shares/Units (1)
Barnett, Evan	24,645	$ 459,875.70
Chatham, David	7,954	$ 148,421.64
Connelly, Barry	7,954	$ 148,421.64
Jardine, Bret	16,458	$ 307,106.28
Kanin-Lovers, Jill	7,954	$ 148,421.64
Kennedy, Parker	3,060	$ 57,099.60
Lamson, John	60,004	$ 1,119,674.64
MacDonald, Andrew	35,558	$ 663,512.28
Mavis, Todd	46,657	$ 870,619.62
McMahon, Frank	3,060	$ 57,099.60
Mehta, Akshaya	35,784	$ 667,729.44
Milligan, Thomas	16,114	$ 300,687.24
Nallathambi, Anand	154,715	$ 2,886,981.90
Nickelson, Donald	7,954	$ 148,421.64
Robert, Donald	7,954	$ 148,421.64
Skilling, D. Van	7,954	$ 148,421.64
Steinbach, Lisa	22,779	$ 425,056.14
Walker, David	7,954	$ 148,421.64

(1) Based on the October 7, 2009 closing stock price of $18.66.

A copy of the 2003 Incentive Plan is filed as an exhibit to this Statement and is incorporated by reference herein.

Employee Stock Purchase Plan.

Under First Advantage's 2003 Employee Stock Purchase Plan (the "ESPP"), participants are permitted to purchase Class A Shares at a discount on certain dates through payroll deductions within a pre-determined purchase period. Employee directors and executive officers of First Advantage are eligible to participate in the ESPP. A copy of the ESPP is filed as an exhibit to this Statement and is incorporated by reference herein.

Indemnification of Directors and Officers.

Section 102(b)(7) of the DGCL enables a corporation in its original certificate of incorporation, or an amendment thereto validly approved by stockholders, to eliminate or limit the personal liability of members of its board of directors for violations of a director's fiduciary duty of care. However, the elimination or limitation does not apply where there has been a breach of the duty of loyalty, failure to act in good faith, intentional misconduct or a knowing violation of law, the payment of a dividend or the approval of a stock repurchase which is deemed illegal or an improper personal benefit is obtained.

The bylaws of First Advantage, as amended (the "First Advantage Bylaws"), provide that, to the fullest extent permitted by the DGCL, as it exists or may in the future be amended (but in the case of any such amendment, only to the extent that such amendment permits First Advantage to provide broader indemnification rights than permitted prior thereto), First Advantage will indemnify each person who was or is made a party to, 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, by reason of the fact that such person 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, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is an alleged action in an official capacity as a director or officer or any other capacity while serving as a director or officer, 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. Such indemnification will continue as to an indemnitee who has ceased to be a director or officer and will inure to the benefit of the indemnitee's heirs, executors and administrators. First Advantage may indemnify any person serving as an employee or agent of First Advantage or serving at the request of First Advantage as an employee or agent of another corporation or of any partnership, joint venture, trust or other organization or enterprise, including service with respect to employee benefit plans, if such indemnification is authorized by the First Advantage board of directors. Except for the right of an indemnitee to bring suit (as discussed below), with respect to proceedings to enforce rights to indemnification, First Advantage will indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the First Advantage board of directors. The right to indemnification is a contract right and, to the extent not prohibited by applicable law (including, without limitation, Section 402 of the Sarbanes-Oxley Act of 2002 and any regulations promulgated under Section 402 of the Sarbanes-Oxley Act of 2002), will include the right to be paid by First Advantage for the expenses incurred in defending any such proceeding in advance of its final disposition. However, if the DGCL so requires, such an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer will 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.

In addition, the First Advantage Bylaws also provide that First Advantage may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of First Advantage or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not First Advantage would have the power to indemnify such person against such expense, liability or loss under the DGCL. A copy of the First Advantage Bylaws is filed as an exhibit to this Statement and is incorporated by reference herein.

The First Advantage Certificate of Incorporation provides that a director will not be personally liable to First Advantage or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. However, a director will be liable to the extent provided by applicable law for breach of the duty of loyalty to First Advantage or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, under Section 174 of the DGCL, or for any transaction for which a director derived an improper personal benefit. The First Advantage Bylaws also state that such indemnification is not exclusive of any other rights of the indemnified party, including rights under any indemnification agreements or otherwise. A copy of the First Advantage Certificate of Incorporation is filed as an exhibit to this Statement and is incorporated by reference herein.

On May 9, 2005, First Advantage entered into indemnification agreements (the "Director Indemnification Agreements") with each of the current members of its board of directors. Pursuant to each Director Indemnification Agreement, First Advantage agreed, in exchange for each director's continued service, to indemnify and hold harmless each director to the fullest extent permitted or required under the DGCL against all liabilities and expenses incurred by each director by virtue of such director's service on the First Advantage board of directors or service in such other capacity (including, among other things, as an officer, employee or agent of First Advantage or other enterprise) at the request of First Advantage. In addition, First Advantage agreed to advance certain expenses incurred by its directors in proceedings involving the director by virtue of such service. The Director Indemnification Agreements also set forth the terms and conditions that apply in determining whether or not a director is entitled to indemnification in any given instance and the circumstances under which the director may be required to reimburse First Advantage for advanced expenses. First Advantage also agreed to maintain insurance coverage for directors and officers on terms no less favorable than in effect on

the date the Director Indemnification Agreements were executed, with respect to coverage and amount. A form of Director Indemnification Agreement is filed as an exhibit to this Statement and is incorporated by reference herein.

Benefits Provided by First American to First Advantage Executive Officers and Directors.

Mr. Nallathambi participates in First American's supplemental benefit plan, which calls for accelerated vesting of all benefits in the event of a change in control of First American. First Advantage believes that the accelerated vesting described above will not be triggered in connection with the Offer and the Merger.

Additionally, Mr. Nallathambi entered into an Amended and Restated Change in Control Agreement with First American, dated October 1, 2008, which provides certain benefits to Mr. Nallathambi if he is terminated within the specified protection period pursuant to a change in control of First American. First Advantage believes that the Offer and the Merger will not trigger Mr. Nallathambi's right to receive the benefits described above. A copy of Mr. Nallathambi's Amended and Restated Change in Control Agreement is filed as an exhibit to this Statement and is incorporated by reference herein.

Service of First Advantage Executive Officers and Directors to First American.

Parker Kennedy, Chairman of the First Advantage board of directors, also serves as Chief Executive Officer and Chairman of First American and as an executive officer and board member of certain of First American's affiliates. Frank McMahon, a director of First Advantage, also serves as Chief Executive Officer of First American's Information Solutions Group. Additionally, two directors of First Advantage, David Chatham and D. Van Skilling, also serve on the First American board of directors. In their capacities as non-employee members of the boards of directors of First American and First Advantage, each of the foregoing receives compensation. Messrs. Kennedy and McMahon are also compensated as employees of First American.

Messrs. Kennedy and McMahon each received 6,004 restricted stock units in connection with their service as directors of First Advantage. According to the Offer to Exchange, Messrs. Kennedy and McMahon have agreed to remit, and have remitted, to First American the after-tax benefits of these restricted stock units.

Composition of the First Advantage Board of Directors Post-Merger.

According to the Offer to Exchange, if the Offer and the Merger are consummated, First American intends to replace the current directors of First Advantage with employees of First American or its subsidiaries (which will include First Advantage after consummation of the Offer and the Merger), consistent with the governance of other wholly-owned subsidiaries. However, no arrangements have been made to date for such appointments.

Other Arrangements Following the Offer and Merger.

According to the Offer to Exchange, other than the replacement of the current directors of First Advantage described above, First American has not yet determined what, if any, other specific changes will be made to the personnel and operations of First Advantage upon the consummation of the Offer and the Merger.

(c) Certain Business Relationships.

As a subsidiary of First American, First Advantage and its subsidiaries have engaged in a broad range of relationships with First American and its subsidiaries. Descriptions of First Advantage's relationships with First American and Experian, including certain agreements and arrangements between the parties, are contained in the 2009 Proxy Statement under the heading "Business Relationships and Related Transactions," which section is filed as an exhibit to this Statement and is incorporated by reference herein. The Offer to Exchange also contains information regarding the relationship between First Advantage and First American under the headings "The Offer—Relationships with First Advantage" and "Agreements Regarding First Advantage Securities," which sections are incorporated by reference herein.

(d) First American's Percentage Holdings of First Advantage.

According to the Offer to Exchange, First American does not own or control any outstanding Class A Shares, except for 3,386 Class A Shares of restricted stock. According to the Offer to Exchange, all of the Class B Shares are owned by FADV Holdings. FADV Holdings is an entity owned by First American, FARES, which is a joint venture between First American and Experian, and FAREISI. The Class B Shares constitute approximately 80% of the equity interest in First Advantage as of the close of business on October 7, 2009. According to the Offer to Exchange, First American's indirect interest represented by the Class B Shares equals approximately 74% and Experian's indirect interest equals approximately 6% of the equity interest in First Advantage as of the date of the Offer to Exchange. The Class B Shares, which are entitled to ten votes per share, represent approximately 98% of the voting power of First Advantage as of the close of business on October 7, 2009. The Class B Shares may be converted into Class A Shares at any time.

According to the Offer to Exchange, pursuant to the Consent to Transaction, Experian has elected, subject to a right of revocation, to cause the Experian Distribution and to tender its Class A Shares in the Offer. According to the Offer to Exchange, Experian's proportionate interest is 3,463,415 Class B Shares, and thus, if Experian elects to cause the Experian Distribution, 3,463,415 additional Class A Shares would be issued and outstanding, with a corresponding decrease in the number of Class B Shares. According to the Offer to Exchange, if Experian revokes its election to cause the Experian Distribution, all of the currently outstanding Class B Shares, including Experian's proportionate interest, will be contributed to Merger Sub under the Consent to Transaction and 2,008,780 fewer First American Common Shares would be issued in the Offer and the Merger. According to the Offer to Exchange, if Experian exercises the right of revocation and elects not to cause the Experian Distribution and tender Class A Shares in the Offer, it has agreed to take those actions that are necessary to facilitate the Offer and the Merger, including consenting to the contribution of Class B Shares to Merger Sub by FADV Holdings, the conversion of the Class B Shares to Class A Shares and the consummation of the Merger. According to the Offer to Exchange, the Consent to Transaction is effective so long as the Offer is consummated by April 30, 2010.

According to the Offer to Exchange, a distribution of the Class B Shares pursuant to the Consent to Transaction would result in the equity interest in First Advantage represented by the Class B Shares declining to approximately 74% from approximately 80% and the voting power represented by the Class B Shares declining to approximately 97% from approximately 98%.

Additional information regarding First American's share ownership is described in the 2009 Proxy Statement under the heading "Security Ownership of Certain Beneficial Owners and Management" and is filed as an exhibit to this Statement and incorporated by reference herein.

(e) Additional Agreements Regarding Securities of First Advantage.

Stockholders Agreement.

Pursuant to the Stockholders Agreement, dated as of December 13, 2002, by and among First Advantage, First American and FirstMark Capital, LLC (formerly know as Pequot Private Equity Fund II, L.P.) ("FirstMark"), as amended, First American and each of its affiliates have agreed to vote its shares for one nominee designated by FirstMark. However, FirstMark has not designated a nominee to the First Advantage board of directors. A copy of the Stockholders Agreement is filed as an exhibit to this Statement and is incorporated by reference herein.

Omnibus Agreement.

According to the Offer to Exchange, pursuant to the Amended and Restated Omnibus Agreement, dated as of June 22, 2005, by and among First American, Experian and FARES, to the extent that First American, FARES

or FADV Holdings has the power to elect two or more directors of First Advantage, and for so long as (i) Experian's membership interest in FARES is equal to or greater than 20% of all membership interests, (ii) FARES owns, directly or indirectly, 20% or more of the total issued and outstanding equity of First Advantage, and (iii) Experian has not caused its indirect interest in First Advantage to be distributed to it pursuant to the limited liability company operating agreements of FARES and FADV Holdings, then First American is required to vote, and to cause FARES and FADV Holdings to vote, a sufficient number of shares of common stock of First Advantage so as to elect from time to time to the First Advantage board of directors an individual designated in writing by Experian. Experian has designated Donald Robert, Chief Executive Officer and a director of Experian plc, to serve as a director of First Advantage. Mr. Robert is compensated in his capacity as a non-employee member of the First Advantage board of directors and in his capacity as an executive of Experian plc.

(f) The Confidentiality Agreement Between First Advantage and First American.

In connection with the process leading up to the Offer, First Advantage and First American entered into a Confidentiality Agreement, dated as of July 14, 2009 (the "Confidentiality Agreement"). Pursuant to the Confidentiality Agreement, as a condition to each party being furnished certain confidential information by the other party, each of First Advantage and First American agreed, among other things, to use such confidential information solely for the purpose of evaluating a possible transaction between First Advantage and First American, subject to certain exceptions, for a period of two years from the date of the Confidentiality Agreement.

(g) First American's Plans for First Advantage.

According to the Offer to Exchange, if First American successfully consummates the Offer and the Merger, it intends to cause the delisting of the Class A Shares from the NASDAQ Stock Market following the Merger. The Class A Shares are currently registered under the Exchange Act. If First American successfully consummates the Offer and the Merger, following the effective time of the Merger, according to the Offer to Exchange, First American will request that the NASDAQ Stock Market file a Form 25 with the SEC terminating registration of the Class A Shares under the Exchange Act.

According to the Offer to Exchange, if the Offer and the Merger are consummated, First Advantage will continue to exist as a separate entity; however, First Advantage will be a wholly-owned subsidiary of First American (unless Experian elects not to cause the Experian Distribution, in which case Experian will continue to hold an indirect interest in First Advantage). If the Offer and the Merger are consummated, according to the Offer to Exchange, First American intends to replace the current directors of First Advantage with employees of First American or its subsidiaries (which will include First Advantage after consummation of the Offer and the Merger), consistent with the governance of other wholly-owned subsidiaries. However, according to the Offer to Exchange, no arrangements have been made to date for such appointments. According to the Offer to Exchange, First American has not yet determined finally what, if any, other specific changes will be made to the personnel and operations of First Advantage upon the consummation of the Offer and the Merger.

On January 15, 2008, First American announced its intention to separate its Financial Services group from its Information Solutions group via a spin-off transaction, resulting in two separate publicly traded entities. According to the Offer to Exchange, due to negative trends and continued uncertainty in the real estate and mortgage credit markets and First American's desire to focus on responding to these conditions, among other factors, the First American board of directors determined on July 30, 2008, to delay the consummation of the transaction. According to the Offer to Exchange, First American continues to proceed with preparations for the anticipated separation, and to monitor market conditions, and currently expects the separation to occur during the first half of 2010. According to the Offer to Exchange, the transaction remains subject to customary conditions, including final approval by the First American board of directors, filing and effectiveness of a Form 10 Registration Statement with the SEC, receipt of a favorable tax ruling from the Internal Revenue Service and the approval of applicable regulatory authorities.

(h) Operations of First Advantage if the Offer is Not Completed.

According to the Offer to Exchange, if the Offer is not consummated because the Minimum Condition, the Registration Statement Effectiveness Condition or the Listing Condition is not satisfied or the Merger Condition or another condition is not satisfied or waived, First American expects that First Advantage will continue to be a majority-owned subsidiary of First American and operate its business as presently operated, subject to market and industry conditions and the terms of the agreements and other documents described in the Offer to Exchange under the heading "The Offer—Relationships With First Advantage." According to the Offer to Exchange, First American has no current intention to dispose of or entertain offers to acquire the Class B Shares. According to the Offer to Exchange, if the Offer and the Merger are not consummated for any reason, there can be no assurance that First Advantage's business and operations will not be adversely affected.

According to the Offer to Exchange, if the Offer is not consummated, First American expects to continue to evaluate, from time to time, its options regarding First Advantage and, in addition to potentially maintaining the status quo, may consider other alternatives, including open market purchases, purchases in privately negotiated transactions (including from First Advantage), purchases through another tender offer or exchange offer, or entry into a merger negotiated with First Advantage. In addition, according to the Offer to Exchange, in such case, from time to time, it is expected that each of First American and First Advantage will evaluate and review its respective business operations, properties, dividend policy and capitalization, among other matters, make such changes as are deemed appropriate and continue to seek to identify strategic alternatives to maximize stockholder value.

(i) Special Committee.

Effective as of June 30, 2009, in light of the relationships described under "—Interests of Certain Persons in the Offer and Merger," and "—Certain Arrangements between First Advantage and First American," the First Advantage board of directors re-affirmed the establishment of the Special Committee, which was initially established in 2008, to examine, negotiate, evaluate and make recommendations concerning any potential strategic alternatives for First Advantage or any related matters, including a potential transaction with First American, such as the Offer. The Special Committee appointed by the First Advantage board of directors initially was comprised of Barry Connelly, Jill Kanin-Lovers, Donald Nickelson and David Walker. On October 2, 2009, Ms. Kanin-Lovers resigned from the Special Committee because she was concerned that a possible change in her circumstances could give rise to an appearance of a conflict of interest and she did not want to create any possibility of such an appearance. None of the members of the Special Committee have an affiliation with First American, except as directors of First Advantage. As compensation for services rendered in connection with serving on the Special Committee, Messrs. Nickelson and Walker each were paid a retainer fee of $15,000, and Mr. Connelly and Ms. Kanin-Lovers each were paid a retainer fee of $10,000, in addition to a fee of $1,500 to each member of the Special Committee per meeting for any meetings necessary in the performance of their duties as members of the Special Committee. Each member of the Special Committee will be reimbursed for any out-of-pocket expenses incurred in the performance of his or her duties as a member of the Special Committee.

Item 4. The Solicitation or Recommendation.

(a) Recommendation.

The Special Committee unanimously recommends, on behalf of the First Advantage board of directors, that First Advantage stockholders (other than First American and its affiliates) accept the Offer and tender their Class A Shares into the Offer. The Special Committee is making this recommendation after careful consideration, including a thorough review of the Offer with the Special Committee's legal and financial advisors, and only after determining unanimously that the Offer is fair to and in the best interests of First Advantage and the holders of Class A Shares (other than First American and its affiliates).

Copies of a press release and a letter to First Advantage's stockholders communicating the Special Committee's recommendation are filed as exhibits to this Statement and are incorporated by reference herein.

(b) Background of the Offer.

First Advantage was formed in the June 5, 2003 merger of First American's screening technology division and US SEARCH.com Inc. ("US Search"). In the merger, First American, together with its FARES joint venture with Experian, received Class B Shares which, as of the close of business on October 7, 2009, represents in the aggregate approximately 80% of the equity interest in and 98% of the voting power of First Advantage. The former shareholders of US Search exchanged their outstanding shares of US Search common stock for Class A Shares. On June 6, 2003, the Class A Shares commenced trading on the NASDAQ Stock Market.

On January 15, 2008, First American announced its intention to separate its Financial Services group from its Information Solutions group via a spin-off transaction, resulting in two separate publicly traded entities.

In early 2008, a representative of First American contacted Donald E. Nickelson, a member of the First Advantage board of directors and Chairman of the Nominating and Corporate Governance Committee of the First Advantage board of directors, and indicated a preliminary interest in exploring a potential business combination of its Information Solutions business with First Advantage through an acquisition by First American of the issued and outstanding common stock of First Advantage not already owned by First American.

In February 2008, the First Advantage board of directors established the Special Committee comprised of its four independent directors: Barry Connelly, Jill Kanin-Lovers, Mr. Nickelson and David Walker. The First Advantage board of directors authorized the Special Committee to examine, negotiate, evaluate and make recommendations concerning any potential strategic alternatives for First Advantage or any related matters, including a potential transaction with First American. The First Advantage board of directors further authorized the Special Committee to retain, at the expense of First Advantage, legal and financial advisors, and such other advisors as the Special Committee deems appropriate in the discharge of its duties.

On February 29, 2008, the Special Committee held its first meeting by teleconference and appointed Messrs. Nickelson and Walker to serve as Co-Chairmen of the Special Committee. In addition, the Special Committee discussed retaining an independent legal advisor to counsel the Special Committee.

The Special Committee conducted interviews with several law firms on March 4, 2008. Upon completion of the interviews, the Special Committee discussed the criteria to be used in selecting the legal advisor, including their intention to retain a firm experienced in special committee matters related to transactions similar to a potential transaction with First American. After considering the interviews, the Special Committee decided to retain Dewey & LeBoeuf LLP ("Dewey & LeBoeuf") as the Special Committee's independent legal advisor.

On March 10, 2008, the Special Committee held a telephonic meeting to consider the retention of an investment banking firm to act as its financial advisor in connection with its evaluation of a potential transaction with First American and other strategic alternatives. The Special Committee discussed with representatives of Dewey & LeBoeuf the criteria to be used in selecting the financial advisor, including experience in controlling stockholder transactions and the lack of any material conflict of interest involving First Advantage, First American or related parties.

On March 12, 2008, the First Advantage board of directors formally memorialized its prior establishment of the Special Committee by resolution during a telephonic meeting.

On March 20, 2008, the Special Committee conducted interviews of several investment banking firms. On March 21, 2008, the Special Committee approved the engagement of Morgan Stanley & Co. Incorporated ("Morgan Stanley") as its financial advisor, subject to the negotiation of a definitive agreement with respect to the engagement. Morgan Stanley was not formally engaged at this time.

In mid-2008, communications subsided between representatives of First American and the Special Committee regarding a potential transaction.

On June 26, 2009, Kenneth DeGiorgio, General Counsel of First American, contacted Mr. Nickelson, Co-Chairman of the Special Committee, by telephone and subsequently delivered to him a letter (the "June 26, 2009 Letter") addressed to the First Advantage board of directors, summarizing an unsolicited proposal from First American to acquire all of the issued and outstanding Class A Shares not owned by First American at a fixed exchange ratio of 0.5375 of a First American Common Share for each Class A Share (the "Initial Proposal"), which represented an offer price of $14.04 based on the closing price of First American Common Shares on June 26, 2009. The following is the text of Mr. DeGiorgio's letter to the First Advantage board:

June 26, 2009

Board of Directors
First Advantage Corporation
12395 First American Way
Poway, California 92064

Lady and Gentlemen:

As you know, through its affiliates, The First American Corporation ("First American") currently owns Class B common stock equating to an economic interest of approximately 74% of the equity value of First Advantage Corporation ("First Advantage") and controls Class B common stock representing approximately 98% of the voting power of First Advantage stockholders. After careful consideration, our Board of Directors has authorized us to propose an acquisition by First American of the issued and outstanding shares of the common stock of First Advantage in a stock-for-stock transaction in which First American would issue 0.5375 shares of its common stock for each share of First Advantage common stock outstanding. The proposed exchange ratio represents an offer price of $14.04 per share of common stock and a 10.2% premium to First Advantage's stock price, based on the closing prices of the common stock of First American ($26.13 per share) and First Advantage ($12.75 per share of Class A common stock) on June 26, 2009. Although First American already has a controlling interest in First Advantage, and hence consummation of this proposed transaction would not result in a change of control, the proposed exchange ratio nonetheless represents a significant premium for First Advantage stockholders. Having considered our valuation of First Advantage carefully, we believe our offer is fair to, and in the best interests of, all stockholders of First Advantage and First American, including First Advantage's public stockholders.

Our proposal is subject to confirmatory due diligence, which we and our advisors are prepared to commence as soon as practicable for First Advantage, the negotiation of a mutually acceptable definitive acquisition agreement and, of course, the receipt of all necessary stockholder and regulatory approvals, including effectiveness of a registration statement on Form S-4. In addition, because the consideration would consist of our common stock, we would provide you and your advisors with the opportunity to conduct appropriate due diligence with respect to First American.

In considering our proposal, please be aware that First American and its affiliates have no interest in selling their shares of First Advantage common stock, and will not consider any proposal to sell all, or any portion, of the First Advantage stock that we own.

Our senior management is available to meet with you and answer any questions concerning our proposal. We appreciate your consideration of this proposal and look forward to your response.

Very truly yours,

/s/ Kenneth D. DeGiorgio

Kenneth D. DeGiorgio
Senior Vice President
and General Counsel

The June 26, 2009 Letter was filed publicly as an exhibit to First American's Schedule 13D/A filed with the SEC on June 29, 2009.

On June 29, 2009, First Advantage issued a press release announcing it had received the Initial Proposal and that the Special Committee had retained Dewey & LeBoeuf as its legal advisor in connection with its evaluation of the Initial Proposal.

Also on June 29, 2009, the Special Committee held a telephonic meeting to re-consider the retention of an investment banking firm to act as its financial advisor in connection with its evaluation of a potential transaction with First American and other strategic alternatives, as no formal engagement of a financial advisor was executed in 2008. A representative of Dewey & LeBoeuf reviewed with the Special Committee its fiduciary duties under applicable law associated with its evaluation of the Initial Proposal. The Special Committee also discussed certain aspects of the Initial Proposal.

On June 30, 2009, the First Advantage board of directors formally re-affirmed the establishment of the Special Committee by resolution during a telephonic meeting.

From June 30, 2009 through July 1, 2009, the Special Committee and representatives of Dewey & LeBoeuf conducted discussions with the investment banking firms that the Special Committee previously had interviewed on March 20, 2008, including Morgan Stanley. On July 2, 2009, the Special Committee approved the engagement of Morgan Stanley as its financial advisor, subject to the negotiation of a definitive agreement with respect to the engagement.

On July 2, 2009, Norfolk County Retirement System commenced an action in the Court of Chancery of the State of Delaware against First American, First Advantage and Parker S. Kennedy. Norfolk County Retirement System claimed that, as a result of the Initial Proposal, the defendants breached their fiduciary duties to the minority public stockholders of First Advantage. The plaintiff seeks, among other things, to enjoin the consummation or closing of the transaction contemplated by the Initial Proposal.

On July 14, 2009, First Advantage and First American entered into a Confidentiality Agreement and representatives of First American shortly thereafter began a due diligence review of First Advantage. Similarly, representatives of Morgan Stanley also began their review of First American.

On July 21, 2009, First Advantage announced that the Special Committee had retained Morgan Stanley as its financial advisor in connection with its evaluation of the Initial Proposal.

During July 2009, following the receipt of additional written diligence materials, representatives of Morgan Stanley conducted several telephonic meetings with various officers and employees of First American and First Advantage.

During meetings of the Special Committee on July 17, 2009, July 27, 2009 and August 3, 2009, representatives of Morgan Stanley presented updated preliminary financial analyses regarding the Initial Proposal. After consultation with representatives of Morgan Stanley and Dewey & LeBoeuf, the Special Committee authorized a representative of Morgan Stanley to communicate to First American that the Special Committee could not support the Initial Proposal based on, among other reasons, the inadequacy of the offer price, but that the Special Committee would consider a proposal that offered improved financial terms and cash consideration to First Advantage stockholders.

On August 4, 2009, a representative of Morgan Stanley called Mr. DeGiorgio and communicated the Special Committee's rejection of the Initial Proposal.

On August 14, 2009, during a telephone discussion, Mr. DeGiorgio informed a representative of Morgan Stanley that the Ad-Hoc Committee offered to increase the Initial Proposal to acquire all of the outstanding Class A Shares not owned by First American to a fixed exchange ratio of 0.55 of a First American Common

Share for each Class A Share (the "August 14 Proposal"), which represented an offer price of $17.38 based on the closing price of First American Common Shares on August 13, 2009. Mr. DeGiorgio also stated to the representative of Morgan Stanley that First American was not in a position to offer cash as consideration in connection with the August 14 Proposal.

On August 17, 2009, representatives of Morgan Stanley presented to the Special Committee during a telephonic meeting a preliminary financial analysis regarding the August 14 Proposal. After consultation with representatives of Dewey & LeBoeuf and Morgan Stanley, the Special Committee determined that it should respond to the August 14 Proposal with a counter proposal, the terms of which were to be deliberated at the next meeting of the Special Committee.

On August 20, 2009, the Special Committee held a telephonic meeting to review a preliminary financial analysis prepared by Morgan Stanley in connection with the Special Committee's evaluation of the August 14 Proposal. A representative of Dewey & LeBoeuf again reviewed with the Special Committee its fiduciary duties under applicable law associated with its evaluation of the August 14 Proposal. The Special Committee then discussed other potential strategic alternatives for First Advantage and concluded that a third party would likely not be interested in pursuing a similar transaction because First American indirectly and beneficially owned a controlling interest in First Advantage common stock and had stated that it was not interested in selling any or all of its controlling ownership position in First Advantage.

On August 24, 2009, the Special Committee held a telephonic meeting to discuss the August 14 Proposal. After consultation with representatives of Dewey & LeBoeuf and Morgan Stanley, the Special Committee authorized a representative of Morgan Stanley to communicate to First American that the Special Committee could not support the August 14 Proposal and to submit a counter proposal of a per share purchase price of $23.00 in the form of cash or First American stock with a fixed value mechanism, such as a floating exchange ratio.

During a telephone call on August 26, 2009, a representative of Morgan Stanley communicated the Special Committee's rationale for not supporting the August 14 Proposal and the Special Committee's counter proposal to Mr. DeGiorgio and Anthony S. Piszel, Chief Financial Officer of First American.

Subsequently, on August 31, 2009, Messrs. Piszel and DeGiorgio called the representative of Morgan Stanley to inform him that the First American Ad-Hoc Committee was offering to increase the August 14 Proposal to acquire all of the outstanding Class A Shares not owned by First American to a fixed exchange ratio of 0.57 of a First American Common Share for each Class A Share (the "August 31 Proposal"), which represented an offer price of $17.76 based on the closing price of First American Common Shares on August 28, 2009. Messrs. Piszel and DeGiorgio re-affirmed that First American was not in a position to offer cash (or value certainty through a floating exchange ratio mechanism) as consideration in connection with the August 31 Proposal. Messrs. Piszel and DeGiorgio further stated that the August 31 Proposal was First American's best offer and First Advantage had until September 8, 2009 to accept it.

On September 1, 2009, the Special Committee held a telephonic meeting to receive an update regarding the August 31, 2009 discussion between the representative of Morgan Stanley and Mr. Piszel. The Special Committee determined to deliver a letter addressed directly to the First American Ad-Hoc Committee informing it that the Special Committee reviewed the August 31 Proposal and concluded that the terms of the August 31 Proposal, including the value to be delivered to First Advantage's minority stockholders, were inadequate and not in the best interests of First Advantage and its minority stockholders.

The Special Committee finalized the terms of the letter to the First American Ad-Hoc Committee during a telephonic meeting with representatives of Dewey & LeBoeuf and Morgan Stanley on September 3, 2009. The Special Committee stated the reasons why it could not support the August 31 Proposal and that it would not operate under the arbitrary final deadline of September 8, 2009 that the First American Ad-Hoc Committee had imposed in connection with the August 31 Proposal. The Special Committee's counter proposal as stated in the letter was for a per share purchase price of $20.00 and a mechanism to protect against decreases in First

American's stock price. In the letter, the Special Committee also extended an invitation to meet with the First American Ad-Hoc Committee to discuss the proposed transaction.

At the request of the Special Committee, a representative of Dewey & LeBoeuf delivered the letter to the First American Ad-Hoc Committee on September 4, 2009 (the "September 4, 2009 Letter"). The following is the text of the September 4, 2009 Letter:

September 4, 2009

The Special Committee of the Board of Directors
c/o Glenn C. Christenson
The First American Corporation
1 First American Way
Santa Ana, California 92707

Dear Members of the Special Committee:

We are writing to respond to the proposal made by The First American Corporation ("*First American*") on June 26, 2009 to the Board of Directors (the "*Board*") of First Advantage Corporation ("*First Advantage*"), as revised by First American's subsequent proposals on August 14, 2009 and August 31, 2009 (the "*Proposal*"). Under the latest Proposal, First American proposes to acquire all of the outstanding shares of First Advantage common stock not owned by First American at a fixed exchange ratio of 0.57 of a share of First American common stock for each share of First Advantage common stock, which Proposal implies a purchase price of $18.13 per share, based on the closing price of First American common stock on September 3, 2009, and $17.35 per share, based on the average closing price of First American common stock over the 30 trading day period from July 24, 2009 through September 3, 2009.

We, the Special Committee of the Board (the "*Special Committee*"), have carefully reviewed each of First American's proposals with the assistance of independent financial and legal advisors. We have concluded that First American's most recent proposal is inadequate and not in the best interests of First Advantage and its minority stockholders.

We summarize below a number of factors that we considered in reaching our conclusion. We also review the rigorous process we followed in a good faith effort to work constructively with First American to achieve a price that recognizes the full value of First Advantage and reflects the substantial benefit First American would enjoy if it were to acquire full ownership of First Advantage.

The Proposal substantially undervalues First Advantage for numerous reasons, including:

- ***Timing of the Proposal is Opportunistic:*** The Proposal does not take into account the potential benefits of restructuring initiatives implemented by management of First Advantage over the last year or the upside potential of First Advantage over the next three years as it executes its strategic plan. Also, the timing of the Proposal is opportunistic in that it values First Advantage at a cyclical low.
- ***Proposal Does Not Reflect First Advantage's Intrinsic Value:*** The value of the Proposal is substantially below First Advantage's intrinsic value. As our financial advisor, Morgan Stanley & Co. Incorporated ("*Morgan Stanley*"), has demonstrated in its presentation to First American management (which we invite you to review carefully again), the Proposal falls short of the range of intrinsic values for First Advantage implied by customary valuation methodologies, including an analysis of First Advantage's discounted cash flow. Furthermore, the Proposal implies relatively low multiples compared to comparable transactions (even when adjustments are made to reflect market movements).
- ***Undervalued Benefits of the Transaction to First American:*** We believe First American substantially undervalues the benefits to First American from the proposed transaction and the strategic importance of the transaction to First American. There are substantial benefits to be realized by First American,

including cost synergies, increased productivity and the benefits of the proposed transaction to First American's overall plan to unlock value by separating its Information Solutions and Financial Services businesses. First American itself acknowledged many of these benefits in the press release that announced its initial offer on June 29, 2009. Most recently, on August 31, 2009, First American issued a press release reaffirming its plan to separate its Information Solutions business and its Financial Services business during the first half of 2010. In its release, First American emphasized that the proposed separation will "maximize the unrealized value of the company's information businesses, while strengthening the competitive positions of both companies." We, too, want to maximize the unrealized value of First Advantage's business and can only support a transaction with First American that provides full and fair value to First Advantage's minority stockholders.

- ***Lack of Investor Support:*** There appears to be a lack of investor support for the Proposal at First American's current valuation level among a concentrated stockholder base. Additionally, investors do not seem to be excited about an all-stock, potentially taxable deal. Cash consideration or value certainty is therefore important if First American expects to gain support from a majority of the minority stockholders of First Advantage.

Over the past two months, we attempted to work constructively with First American management, and we were consistent in our stated willingness to negotiate in good faith towards a price that recognizes the full and fair value for First Advantage's minority stockholders. To this end, and to appropriately assess each of First American's proposals, including the current Proposal, we requested that Morgan Stanley perform financial due diligence reviews of both First American and First Advantage and conduct financial analyses of both First Advantage and First American. The Special Committee has held numerous meetings with Morgan Stanley to review Morgan Stanley's financial analyses and to evaluate the Proposal.

In spite of:

- our significant efforts to demonstrate that the intrinsic value of the outstanding minority shares of First Advantage exceeds each of First American's offers, including the current Proposal;
- Morgan Stanley's presentation of its financial analyses to First American management in an effort to assist First American's understanding of the Special Committee's perspective on value;
- our good faith counter proposal to First American; and
- our continuing willingness to negotiate towards a transaction that would be mutually beneficial;

First American has failed to explain or support its valuation of First Advantage inherent in its Proposal or meaningfully refute our views on First Advantage's value that Morgan Stanley has presented to your representatives. Furthermore, First American has refused to both constructively negotiate with the Special Committee and meaningfully increase the price at which it seeks to acquire First Advantage's minority shares. In particular, we have been disappointed with the following:

- ***Insignificant Increase:*** Even after all of our efforts, First American only increased its original June 26, 2009 proposal of a fixed exchange ratio of 0.5375 of a share of First American common stock for each share of First Advantage common stock to a fixed exchange ratio of 0.55 on August 14, 2009, and subsequently to the current Proposal of 0.57 on August 31, 2009. The current Proposal represents a total increase of only about 6% from the initial proposal. First American management has not provided any rationale supporting why it believes any of its proposals reflect fair value for First Advantage's minority stockholders.
- ***Imposition of an Arbitrary Final Deadline:*** First American management informed us that the Proposal made on August 31, 2009 is First American's best and final offer and that we have until September 8, 2009 to accept it, or else First American will withdraw the Proposal and issue a press release announcing such withdrawal. This is simply unacceptable. We do not believe that First American management is negotiating in good faith. First American, as the majority stockholder of First

Advantage, has a duty to provide the Special Committee with adequate time to respond to any proposal made by First American so that the Special Committee can adequately discharge its duties to the minority stockholders of First Advantage. We will not operate under any deadlines imposed by First American. To do so would breach our duties and yours. So long as First Advantage remains as a free standing enterprise, we will be vigilant in our oversight of any plan or proposal which appears to coerce First Advantage or its minority stockholders. Any action by First American suggesting explicitly or implicitly that failure to support your proposed transaction will have negative consequences for First Advantage will be opposed by us.

- ***Lack of Direct Communication with the First American Special Committee:*** Even though First American has created a special committee of its board of directors in connection with the proposed transaction, we have been instructed to deal exclusively with First American management regarding negotiations. This is both disappointing and frustrating. We believe that the First American special committee should be directly involved in the process so that we can have productive discussions on reaching a mutually acceptable valuation for the minority shares of First Advantage.

We remain willing and committed to considering a proposal that recognizes the full value of the minority shares of First Advantage and reflects the significant benefits that First American would enjoy as a result of full ownership. At this time, as we stated above, the Special Committee believes that First American's latest proposal is inadequate. In the spirit of good faith, however, we would favorably consider a revised proposal that reflects two related elements: (i) a deal structure that limits the downside risk of fluctuations in First American's stock price and (ii) a per share purchase price of $20.00.

We stand at a unique moment in the context of First American's 120-year history and the contemplated spin-off of its Information Solutions business. We are willing to act in good faith by recommending a transaction that is in the best interests of First Advantage's minority stockholders and hope that our revised counter proposal will be thoughtfully considered and embraced.

Given our common roles at our respective companies, the Special Committee would like to invite the special committee of First American's Board of Directors to a meeting as soon as possible, so that we can both help each other understand the rationale behind our respective positions on pricing of the proposed transaction and further explore a transaction that would provide full and fair value to the minority stockholders of First Advantage and allow First American to realize the expected benefits from the proposed transaction.

Sincerely,

The Special Committee of the Board of Directors
First Advantage Corporation

/s/ Barry Connelly	/s/ Jill Kanin-Lovers
/s/ Donald E. Nickelson	/s/ David Walker

On September 8, 2009, a representative of Morgan Stanley contacted Mr. DeGiorgio to discuss the First American Ad-Hoc Committee's views on the September 4, 2009 Letter and to review a presentation prepared by Morgan Stanley in response to the August 31 Proposal. The representative of Morgan Stanley communicated the Special Committee's views that:

- the August 31 Proposal still did not reflect the intrinsic value of First Advantage or market conditions;
- most of the increase in the implied stock price represented by the August 31 Proposal's exchange ratio was based on market improvement, which inured to the benefit of all companies in First Advantage's market sector; and
- the August 31 Proposal did not provide value certainty to First Advantage stockholders and the Special Committee desired a fixed value mechanism, such as a floating exchange ratio.

In response to the presentation reviewed with the representative of Morgan Stanley, Mr. DeGiorgio stated that First American believed the August 31 Proposal to be in the best interest of First Advantage and its minority stockholders and offered to extend the deadline for the Special Committee's response to September 15, 2009, in order to facilitate the meeting that the Special Committee proposed. In addition, Mr. DeGiorgio re-affirmed that First American was not in a position to offer cash as consideration in connection with the August 31 Proposal and stated it was also not in a position to provide a fixed value mechanism in the proposed transaction or to ensure a tax-deferred transaction structure. Mr. DeGiorgio further stated that First American was considering structuring the proposed transaction as an exchange offer in order to mitigate the value certainty concerns by enabling First Advantage stockholders to determine whether the consideration is sufficient until the expiration of the Offer. Mr. DeGiorgio also stated that the First American Ad-Hoc Committee would meet the Special Committee. The meeting was subsequently scheduled for September 14, 2009.

Later in the day on September 8, 2009, the First American Ad-Hoc Committee delivered a letter to the Special Committee (the "September 8, 2009 Letter") in response to the September 4, 2009 Letter, memorializing the information conveyed by Mr. DeGiorgio to the representative of Morgan Stanley during their telephone discussion earlier in the day.

The following is the text of the September 8, 2009 Letter:

September 8, 2009

The Special Committee of the Board of Directors
First Advantage Corporation
12395 First American Way
Poway, CA 92064

Dear Special Committee Members:

I write on behalf of the Special Committee of the Board of Directors of The First American Corporation to thank you for your letter of September 4, 2009. I write also to express our regret that you have rejected our August 31, 2009, proposal, which we believe to be in the best interests of First Advantage and its minority shareholders. Our proposal of 0.57 of a share of First American for each share of First Advantage represents, as of September 4, 2009, a purchase price of $18.47 per share, a 45% premium over the price at which First Advantage's shares closed on the day we delivered our proposal, a 17% premium over the highest price at which First Advantage closed in 2009 prior to the date of our proposal and a 43% premium over the year-to-date average trading price of First Advantage shares through the date of our proposal. First Advantage's shares would not have enjoyed this considerable price appreciation in the absence of our proposal. The stock's performance is a direct result not only of the substantial premium represented by our proposal, but also the superior performance of First American's stock vis-a-vis First Advantage's peer group since the date of our proposal.

Given the tenor and substance of your September 4 letter, we suspect that you have not received a complete and precise account of the perspectives of our special committee and the independent members of the First American management team. In this letter I will address each of the points from your letter, which we trust will rectify this deficiency.

Our committee carefully and rigorously constructed each First American proposal and meticulously reviewed each First Advantage response. I note that I personally participated in the August 4, 2009, conference call with your financial advisor, during which call we received your rejection of our initial proposal and the rationale—which mirrors that elucidated in your September 4 letter—for your response. In a subsequent meeting of our special committee, the First American management team and I completely and precisely communicated your position. Indeed, in an August 14, 2009, conference call the First American management team summarized for your financial advisor the presentation made to our special committee regarding your position and received confirmation as to its accuracy. Our special committee also received and carefully reviewed the two sets of thorough discussion materials delivered by your financial advisor on August 26, 2009. Though our special committee found that each communication from your financial advisor had some merit—resulting in a

meaningful increase to an already substantial premium—ultimately we do not share your perspective on value. Rather, to summarize our more detailed response to your September 4 letter below, we look to the market, which accurately reflects an appropriate premium for a minority interest buy-in.

As indicated above, in your September 4 letter you reiterate the four reasons for rejecting our proposal that your financial advisor delivered to me on August 4, 2009. To ensure that you have a complete understanding of our response, which was delivered to your financial advisor on three separate occasions, we summarize it below:

Timing. We are ourselves in the midst of our own restructuring, especially in our title insurance business. Our proposal gives the First Advantage minority shareholders the opportunity to participate in value created from this restructuring, which has already produced a measureable degree of success. More importantly, our market dynamics are the same as First Advantage's—we, largely, are in the same cycle, being buffeted by dislocation in the general economy and in the real estate market. Lastly, based on First Advantage's internal projections and our due diligence, it does not appear that First Advantage expects to realize the benefits of its restructuring in the near future. For example, based on information we received from First Advantage it appears as though the company will miss its internal projections for the third quarter 2009 and will, at a minimum, have stress on its fourth quarter results.

Valuation. As indicated above, the same market and economic conditions impact First American and First Advantage. Because our proposal involves a stock-for-stock exchange, if the value of the shares First Advantage shareholders exchange is at a cyclical low, the same can be said of the shares they would receive in return. Moreover, we are giving the First Advantage shareholders an opportunity for a meaningful participation in our previously announced spin-off, a transaction that the market has recognized will unlock substantial value. Lastly, the transactions utilized by your financial advisor as support are unsuitable comparables. Among other deficiencies, most were dated (over half the transactions were announced prior to 2007) and involved sales of control. An appropriate valuation methodology must recognize that we already control First Advantage. Our analysis of all-stock minority buy-ins suggests that a premium of 15% (over the target's price before the announcement) is typical—an amount, we note, that is substantially below the 45% premium currently represented by our proposal.

Value to First American. The substantial premium represented by our proposal already reflects an appropriate sharing of the synergies and other benefits to be realized by First American as a result of the transaction. As we have stated to your advisors on several occasions, we believe that First Advantage has misread our announcements and, consequently, overestimates the importance of the proposed transaction to our previously announced spin-off. While we stand ready to quickly close a transaction on terms that are favorable to the shareholders of both First Advantage and First American, our spin-off transaction does not present the First Advantage minority shareholders with an opportunity to extract an above-market premium. Indeed, given the ten weeks it has taken to get to this point in our discussions and the time and resources required to consummate the spin-off transaction, we felt compelled to put forward our best and final proposal and establish a deadline for a response lest this transaction become a distraction to the spin-off. In short, we will complete the spin-off whether or not this transaction is consummated.

Certainty. While we appreciate your desire for cash consideration, unfortunately we are not in a position to offer cash. We also are not in a position to offer a floating exchange ratio or to ensure a tax-deferred transaction, though given the expressed desire for a cash transaction tax treatment appears to be of less importance. Given our announced intention to consummate the spin-off transaction in the first half of 2010, we expect any downside volatility to First Advantage shareholders to be limited. Moreover, as discussed above, given that First American and First Advantage largely operate in the same markets and are impacted by the same conditions, any uncertainty is shared by both companies. Nevertheless, we believe that we will be in a position to provide greater certainty by structuring this transaction as a tender offer, which would facilitate an expeditious consummation of the transaction and give the First Advantage minority shareholders the ability to refuse to tender if they believe that the price is unacceptable.

In your September 4 letter, you expressed disappointment with the amount of the increase in our proposal, the imposition of a September 8, 2009, deadline for a response and a perceived lack of direct communication with our special committee. We believe that you and your advisors misconstrue our position on price as a failure to constructively negotiate. To the contrary, given our desire, which we understand that you share, to expeditiously consummate a mutually favorable transaction, each proposal advanced by us—including our initial proposal—reflected a full, good faith valuation of the minority interest of First Advantage. By proposing full value from the beginning of the discussions, we hoped to avoid a protracted negotiation and, consequently, any distraction to our spin-off transaction. Only when it became clear to us that our mutual timing objective was in jeopardy did we feel it necessary to share with the First Advantage special committee our timing constraints for this transaction.

Lastly, at no time has First Advantage's special committee been instructed to deal exclusively with First American management regarding the proposed transaction. Only when legal counsel to First Advantage's special committee contacted me directly did we request that your legal counsel send communications to us through our counsel. I note also that despite my participation in the August 4, 2009, conference call with your financial advisor, until your September 4 letter we never received a request for a direct communication with our special committee. Nevertheless, we welcome the opportunity to discuss with you and your advisors our perspective on value.

Though for the reasons stated above we must reiterate our proposal to exchange 0.57 of a First American share for each share of First Advantage, in order to facilitate the meeting you proposed we will extend our deadline to September 15, 2009. While we sincerely regret that the exigencies of our situation require the imposition of a short deadline, we are hopeful that the complete and precise recitation of our perspective contained in this letter will prove convincing to you.

Sincerely yours,

/s/ Glenn C. Christenson

Glenn C. Christenson
Chairman, Special Committee of the Board of Directors of The First American Corporation

From September 9, 2009 through September 13, 2009, the Special Committee held several telephonic meetings with representatives of Dewey & LeBoeuf and Morgan Stanley to receive updates regarding the September 8, 2009 Letter and the September 8, 2009 discussion between the representative of Morgan Stanley and Mr. DeGiorgio. The Special Committee also discussed the potential process and timing of the proposed transaction. Representatives of Morgan Stanley presented to the Special Committee a preliminary financial analysis that the representatives of Morgan Stanley would review with the First American Ad-Hoc Committee at the September 14, 2009 meeting.

On September 14, 2009, the Special Committee and the First American Ad-Hoc Committee held a telephonic meeting to discuss the August 31 Proposal, First American's intention to structure the proposed transaction as an exchange offer and First American's views on the valuation of First Advantage. Representatives of Morgan Stanley and the Special Committee also reviewed their preliminary perspectives on valuation of First Advantage and the Special Committee's counter proposal, as stated in the September 4, 2009 Letter, with the First American Ad-Hoc Committee and other representatives of First American. The Special Committee stated to the First American Ad-Hoc Committee that, in addition to the purchase price, value certainty was also important to the Special Committee and the minority stockholders of the Company.

On September 16, 2009, the Special Committee held a telephonic meeting to review the discussions between the two committees that occurred at the September 14, 2009 meeting. A representative of Dewey & LeBoeuf again reviewed with the Special Committee its fiduciary duties under applicable law associated with its

evaluation of the August 31 Proposal. A representative of Morgan Stanley informed the Special Committee that First Advantage had lowered its financial projections for the third and fourth fiscal quarters of 2009 and the representative of Morgan Stanley recommended that the Special Committee propose to First American a fixed exchange ratio of 0.585, which represented an offer price of $19.33 based on the closing price of First American Common Shares on September 15, 2009, subject to a review by Morgan Stanley and First Advantage of First Advantage's revised projections.

On September 17, 2009, Mr. Nickelson contacted Glenn C. Christenson, Chairman of the First American Ad-Hoc Committee, and informed him that the Special Committee was prepared to accept the August 31 Proposal if First American increased the fixed exchange ratio to 0.585, which represented an offer price of $19.64 based on the closing price of First American Common Shares on September 16, 2009, subject to the negotiation of mutually acceptable transaction terms. In a subsequent telephone discussion on that same day, Mr. Christenson informed Mr. Nickelson that First American was prepared to increase its proposal to acquire all of the outstanding Class A Shares not owned by First American to a fixed exchange ratio of 0.58 (the "September 17 Proposal"), which represented an offer price of $19.47 based on the closing price of First American Common Shares on September 16, 2009.

Later on September 17, 2009, the Special Committee held a telephonic meeting to review the discussions earlier that same day between Mr. Nickelson and Mr. Christenson. A representative of Morgan Stanley reported on the results of its review of First Advantage's revised projections. The representative of Morgan Stanley informed the Special Committee that, based on Morgan Stanley's preliminary analysis, upon the Special Committee's request, Morgan Stanley would be in a position to render its opinion with respect to the fairness of the fixed exchange ratio of 0.58 communicated in the September 17 Proposal. The representative of Morgan Stanley also noted that the September 17 Proposal was subject to the risk of fluctuations in First American's stock price prior to consummation of the proposed transaction because it did not contain any fixed value mechanism, such as a floating exchange ratio, but that such a risk was somewhat mitigated by First American's proposed exchange offer structure, which typically can be completed in less time than a long-form merger and allows the First Advantage stockholders to withdraw tenders of Class A Shares anytime prior to the expiration of the Offer. The Special Committee also noted that, under the proposed exchange offer structure, the conditions to the offer would include a non-waivable majority-of-the-minority tender condition, which would allow First Advantage's minority stockholders to determine whether that condition would be satisfied. After consultation with representatives of Dewey & LeBoeuf and Morgan Stanley, the Special Committee determined that it would be willing to move forward with the September 17 Proposal, subject to, among other things, the negotiation of mutually acceptable transaction terms.

Later on September 17, 2009, Mr. Nickelson contacted Mr. Christenson and informed him that the Special Committee would be willing to move forward with the September 17 Proposal, subject to, among other things, the negotiation of mutually acceptable transaction terms.

From September 17, 2009 through October 4, 2009, the Special Committee and the First American Ad-Hoc Committee and their respective advisors engaged in discussions to negotiate and finalize the terms of the Offer to acquire all of the outstanding Class A Shares not owned by First American at a fixed exchange ratio of 0.58 of a First American Common Share for each Class A Share, incorporating the terms of the September 17 Proposal.

During a telephonic meeting of the Special Committee on September 29, 2009, a representative of Morgan Stanley reviewed with the Special Committee Morgan Stanley's preliminary financial analysis regarding the Offer. Representatives of Dewey & LeBoeuf again reviewed with the Special Committee its fiduciary duties under applicable law associated with its evaluation of the Offer, and also reviewed drafts of the primary exchange offer documents that would be filed with the SEC in connection with Offer. The representatives of Dewey & LeBoeuf stated that they were still negotiating with First American's legal advisor certain terms of the Offer.

On October 2, 2009, the Special Committee held a telephonic meeting to discuss an upcoming meeting requested by Mr. DeGiorgio to discuss with the Special Committee certain terms of the Offer. At this meeting, a representative of Dewey & LeBoeuf informed the Special Committee that Ms. Kanin-Lovers had informed such representative earlier in the day that she was resigning from the Special Committee effectively immediately, because she was concerned that a possible change in her circumstances could give rise to an appearance of a conflict of interest and she did not want to create any possibility of such an appearance.

Later on October 2, 2009, the Special Committee held a telephonic meeting with Messrs. DeGiorgio and Piszel, and Chris Niles, Corporate Vice President of First American and President of the First American Trust, to discuss certain terms of the Offer. Immediately following the meeting with Mr. DeGiorgio, the Special Committee held a telephonic meeting to review the discussion with representatives of Dewey & LeBoeuf and Morgan Stanley, and to consider the Offer. A representative of Dewey & LeBoeuf again reviewed with the Special Committee its fiduciary duties under applicable law associated with its evaluation of the Offer. Representatives of Morgan Stanley presented to the Special Committee a financial analysis of the Offer and of First Advantage and First American. The representatives of Morgan Stanley delivered Morgan Stanley's oral opinion, subsequently confirmed in writing, that, as of October 2, 2009 and based upon and subject to the assumptions, qualifications and limitations set forth in such opinion, the exchange ratio pursuant to the Offer was fair from a financial point of view to the holders of Class A Shares (other than First American and its affiliates, and Experian). In light of the factors described below under "Reasons for the Recommendation," the Special Committee concluded that the Offer was fair to the holders of Class A Shares (other than First American and its affiliates). The Special Committee also resolved to recommend that First Advantage stockholders (other than First American and its affiliates) tender their Class A Shares pursuant to the Offer.

On October 8, 2009, First American issued a press release announcing the terms of the Offer and the intention of the Special Committee to recommend the Offer. First Advantage subsequently issued a press release announcing that the Special Committee intends, once the Offer is commenced by First American, to recommend that holders of the Class A Shares tender their shares pursuant to the Offer.

On October 9, 2009, First American filed the Schedule TO and the Form S-4, of which the Offer to Exchange is a part, setting forth the complete terms and conditions of the Offer.

(c) Reasons for the Recommendation.

In evaluating the Offer and in the course of reaching its determination to approve the Offer and the transactions contemplated thereby, and to recommend that First Advantage stockholders (other than First American and its affiliates) accept the Offer and tender their Class A Shares in the Offer, the Special Committee considered numerous factors and relied on its knowledge of the business, financial condition and prospects of First Advantage as well advice from its financial and legal advisors. In view of the wide variety of factors considered in connection with the evaluation of the Offer, the Special Committee did not find it practicable, and did not attempt, to quantify, rank or otherwise assign relative weight to the specific factors it considered in reaching its determination. In addition, the Special Committee did not undertake to make any specific determination as to whether any particular factor, or any aspect of any particular factor, was favorable or unfavorable to the ultimate determination of the Special Committee. Rather, the Special Committee made its unanimous recommendation based on the totality of the information presented to it and the investigation conducted by it. In addition, individual members of the Special Committee may have given different weights to different factors discussed below.

This discussion of the information and factors considered and given weight by the Special Committee is intended to be a summary and is not intended to be exhaustive, but is believed to include all material information and factors considered in reaching the conclusion that the Offer is fair to the holders of the Class A Shares (other than First American and its affiliates). The reasons for the Special Committee's recommendation that First Advantage stockholders accept the Offer include the following:

Opinion of Independent Financial Advisor.

The Special Committee considered its discussions with, and the analysis of, its independent financial advisor, Morgan Stanley, and its oral opinion, subsequently confirmed in writing, that, as of October 2, 2009 and based upon and subject to the assumptions, qualifications and limitations set forth in its written opinion, the Exchange Ratio pursuant to the Offer and the Merger was fair, from a financial point of view, to the holders of Class A Shares (other than First American and its affiliates, and Experian). The full text of the written opinion of Morgan Stanley, dated October 2, 2009, which sets forth assumptions made, procedures followed, matters considered and qualifications and limitations on the scope of the review undertaken in rendering the opinion is attached as Annex 1. Further discussion of the written opinion of Morgan Stanley, dated October 2, 2009, is contained under the caption "Opinion of Financial Advisor to the Special Committee." The Special Committee considered all of the factors, analyses and conclusions of its financial advisor described under the caption "Opinion of Financial Advisor to the Special Committee."

In evaluating the presentation and opinion of its financial advisor, the Special Committee was aware that the financial advisor would receive a fee in connection with its engagement. In light of these considerations, the Special Committee believed the fee arrangement, a portion of which the financial advisor would be paid regardless of whether the Offer is successful, ensured the reliability of the advice of Morgan Stanley and helped advance the interests of the holders of Class A Shares (other than First American and its affiliates, and Experian).

Premium Implied by the Exchange Ratio.

The Special Committee considered the fact that negotiations between First American, the Special Committee and its legal and financial advisors had caused First American to increase (i) the exchange ratio of 0.5375 contemplated by the Initial Proposal to an exchange ratio of 0.58, an increase of 7.91%, and (ii) the corresponding implied offer price of $14.04 per Class A Share representing a 10.2% premium to First Advantage's stock price, based on the closing prices of First American Common Shares ($26.13 per share) and Class A Shares ($12.75 per share) on June 26, 2009, to an implied offer price of $18.59 per Class A Share, representing a 46% premium, based on the closing prices of First American Common Shares ($32.05 per share) on October 1, 2009 and Class A Shares on June 26, 2009 ($12.75 per share). The Special Committee considered the possibility that, despite such implied premium, the price of the First American Common Shares could potentially decrease prior to the expiration of the Offer and, as a result, decrease the value of the consideration being offered to holders of Class A Shares.

Financial Information.

The Special Committee considered financial projections for First Advantage and First American, including the recently revised financial projections for First Advantage. The Special Committee's financial advisor received initial projections for fiscal years 2009, 2010, 2011 and 2012, and an updated forecast for fiscal year 2009, from First Advantage and First American. Historical financial information for First Advantage and First American appear in those companies' Annual Reports on Form 10-K for the year ended December 31, 2008, each as amended, and Quarterly Reports on Form 10-Q for the quarters ended March 31, 2009 and June 30, 2009.

Holders of a Majority of Class A Shares Determine, Without Coercion, Whether a Transaction Is Completed.

The Special Committee concluded that the Minimum Condition and Merger Condition would permit the holders of a majority of the outstanding Class A Shares not beneficially owned by the Excluded Parties, as of the close of business on the date immediately prior to the expiration of the Offer, to decide whether the Offer should be completed by choosing whether or not to tender their respective Class A Shares in the Offer. The Special Committee believes that First American's commitment to effect the Merger upon consummation of the Offer provides assurances to the holders of Class A Shares who choose not to tender their Class A Shares in the Offer that they also will receive equal value for the exchange of their Class A Shares as soon as practicable (or, for those who validly exercise their appraisal rights, a judicially determined fair value).

Negotiation Process and Procedural Fairness.

The Offer was the result of arms-length negotiations conducted by the Special Committee and its independent financial and legal advisors. After negotiations in which the Special Committee obtained increases in the original exchange ratio contemplated by the Initial Proposal, the Special Committee concluded that the revised exchange ratio was very likely the best offer that could be obtained. The Special Committee considered that further negotiation could have caused First American to abandon the Offer or proceed with a transaction without the Special Committee's favorable recommendation at, possibly, a lower exchange ratio. In addition, the Offer is conditioned upon, among other things, satisfaction of the Minimum Condition and Merger Condition. Furthermore, if the Offer is completed, First American has committed to effect the Merger as soon as practicable after the completion of the Offer on identical economic terms, unless prohibited by court order or other applicable legal requirement. This will ensure that any non-tendering stockholders of First Advantage will be treated fairly.

Lack of Other Proposals and Absence of Ability to Sell First Advantage to Third Party.

To the Special Committee's knowledge, no third party other than First American has made any proposal to purchase most or all of the Class A Shares as a single block, including during the approximately 14 weeks since First American's public announcement of the Initial Proposal and the date of this Statement. In addition, in making the Initial Proposal, First American stated that it is not interested in selling any of its shares of First Advantage common stock and that it will not consider any proposal to sell all, or any portion, of its shares of First Advantage common stock.

In light of the absence of other proposals for the acquisition of First Advantage from third parties and First Advantage's relationship with First American (which, according to the Offer to Exchange, beneficially owns, in the aggregate, approximately 74% of the equity interest in First Advantage and controls approximately 98% of the voting power of First Advantage, as of the date of the Offer to Exchange), the Special Committee did not consider a sale of First Advantage to a third party as an available alternative. The Special Committee considered recommending the Offer or continuing First Advantage as a publicly traded entity, with First American remaining as controlling stockholder, as the only practical alternatives. Maintaining First Advantage as a publicly traded entity meant stockholders could only realize trading values for their Class A Shares and that these trading values were likely to offer significantly less than the value implied by the exchange ratio.

Participation in Future Growth; Businesses Not Related to First Advantage.

Stockholders who tender their Class A Shares pursuant to the Offer will have the opportunity to participate in any future growth of First Advantage indirectly through their ownership of First American Common Shares. In addition, stockholders who tender their Class A Shares in the Offer also may have the opportunity to participate in First American's separation of its Information Solutions and Financial Services groups, currently planned for the first half of 2010, and any future growth of the businesses of First American not related to First Advantage. Participation in such future growth is subject to events and circumstances following the completion of the Offer and the Merger, including the possibility that the integration of First Advantage with First American may result

in unforeseen expenses, and the integration process may not proceed smoothly, successfully or on a timely basis. In addition, expected cost reductions from integration of information technology resources, administrative and other functions may not materialize.

Financial and Business Prospects of First Advantage and First American.

The Special Committee took into account the current and historical financial condition, results of operations, competitive position, business, prospects and strategic objectives of First Advantage and First American, including potential risks involved in achieving those prospects and objectives and the current and expected conditions in the general economy and in the industries in which First American's and First Advantage's businesses operate.

Tender Offer Structure; Timing of Completion.

The Offer is intended to provide holders of Class A Shares the opportunity to receive 0.58 First American Common Shares for each Class A Share as promptly as possible. The Special Committee considered the anticipated timing of the Offer and the Merger and noted that stockholders who tender their Class A Shares in the Offer likely will receive the consideration in payment for their Class A Shares sooner than they would have had First Advantage pursued a negotiated merger transaction. The Special Committee also noted that if sufficient Class A Shares are tendered in the Offer, the Merger could be consummated without a stockholder vote, and, according to the Offer to Exchange, First American intends to consummate the Merger shortly after the expiration of the Offer, so that all stockholders may receive their shares sooner than they would have had First Advantage pursued a negotiated merger transaction.

Appraisal Rights.

The Special Committee considered the fact that First Advantage stockholders who do not tender pursuant to the Offer at the effective time of the Merger have appraisal rights in connection with the Merger pursuant to Delaware law. First Advantage stockholders at the time of the Merger will have the right to dissent and demand appraisal of their Class A Shares. Dissenting stockholders who comply with certain statutory procedures could be entitled to receive judicial determination of the fair value of their Class A Shares at the effective time of the Merger (excluding any element of value arising from the accomplishment or expectation of the merger), and to receive payment of such fair value in cash, together with a rate of interest, if any, in lieu of the consideration paid in the Merger. No appraisal rights are available in respect of Class A Shares that are tendered in the Offer and not properly withdrawn. Appraisal rights are described in the Offer to Exchange under the heading "The Offer—Appraisal Rights" and in Annex C of the Offer to Exchange. Please also refer to "Item 8. Additional Information—Appraisal Rights" for more information on the appraisal rights of holders of Class A Shares. The foregoing summary is not intended to be complete and is qualified in its entirety by reference to Section 262 of the DGCL, the text of which is set forth in Annex 2 hereto and incorporated by reference herein.

Tax Consequences of the Exchange.

The Special Committee considered the fact that, according to the Offer to Exchange, the receipt of First American Common Shares and cash in lieu of fractional First American Common Shares by holders of Class A Shares in exchange for the Class A Shares pursuant to the Offer and the Merger is expected to be treated as a taxable transaction for U.S. federal income tax purposes. In general, a stockholder who is a U.S. person and exchanges Class A Shares pursuant to the Offer or the Merger is expected to recognize gain or loss for U.S. federal income tax purposes equal to the difference, if any, between (i) the sum of the fair market value of the First American Common Shares and cash in lieu of fractional First American Common Shares received by the stockholder and (ii) the stockholder's adjusted tax basis in the Class A Shares exchanged pursuant to the Offer or the Merger. If the Class A Shares exchanged constitute capital assets in the hands of the stockholder, such gain or loss will be a capital gain or a capital loss. In general, capital gains recognized by an individual will be subject to tax at capital gains rates if the shares were held for more than one year. The tax consequences to each holder of Class A Shares will depend on the facts and circumstances applicable to such stockholder. Holders of Class A

Shares should contact their tax advisors to determine the particular tax consequences of tendering their shares. Neither the Special Committee nor First Advantage has obtained or plans to obtain an opinion of counsel or a ruling from the Internal Revenue Service regarding the U.S. federal income tax consequences associated with the Offer or the Merger.

Risks the Offer and Merger May Not be Completed.

The Special Committee considered the risk that the conditions to the Offer may not be satisfied and, therefore, that Class A Shares may not be exchanged pursuant to the Offer and the Merger may not be consummated.

The Special Committee considered the possibility that, if a transaction with First American is not completed and First American were to withdraw any offer to acquire Class A Shares or the Offer did not close, or if the Offer were to close but the subsequent Merger did not close, the market price of Class A Shares could decline, in addition to the potential disruptive effect on First Advantage's business and customer relationships. The Special Committee considered the uncertainty with respect to the price at which First Advantage might trade in the future and the possibility that, if the Offer is not consummated, there could be no assurance that any future transaction would yield the same per share consideration.

Conflicts of Interest.

The Special Committee was aware of the actual and potential conflicts of interest of those directors and officers of First American who also serve as members of First Advantage management and the First Advantage board of directors. The Special Committee believes that the process of using a special committee composed solely of independent directors is a well established mechanism under Delaware law to deal with this issue and believes that the Special Committee process effectively removed these conflicts as an issue. In addition, the existence of the Minimum Condition and Merger Condition further serves to mitigate any actual or potential conflict of interest.

After considering these factors, the Special Committee concluded that the positive factors relating to the Offer substantially outweighed the potential negative factors.

For the reasons described in this Item 4(c), the Special Committee unanimously recommends that the First Advantage stockholders (other than First American and its affiliates) accept the Offer and tender their Class A Shares into the Offer.

(d) Opinion of Financial Advisor to the Special Committee.

The Special Committee retained Morgan Stanley to act as its financial advisor in connection with the Initial Proposal, the Offer and the Merger because of its expertise and reputation and because its investment banking professionals have substantial experience in comparable transactions. On October 2, 2009, Morgan Stanley rendered its oral opinion, subsequently confirmed in writing, to the Special Committee that as of such date and, based upon and subject to the assumptions, qualifications and limitations set forth in its written opinion, dated October 2, 2009, the Exchange Ratio pursuant to the Offer and the Merger was fair, from a financial point of view, to the holders of Class A Shares (other than First American and its affiliates, and Experian).

The full text of Morgan Stanley's written fairness opinion, dated October 2, 2009, is attached as Annex 1 to this Statement. You should read the opinion in its entirety for a discussion of the assumptions made, procedures followed, factors considered and limitations upon the review undertaken by Morgan Stanley in rendering the opinion. This summary is qualified in its entirety by reference to the full text of such opinion. Morgan Stanley's opinion is directed to the Special Committee and addresses only the fairness from a financial point of view of the Exchange Ratio to holders of Class A Shares (other than First American and its affiliates, and Experian) as of the date of the opinion. It does not address any other aspects of the Offer or the Merger and does not constitute a recommendation to any stockholder of First Advantage or First American as to whether to participate in the Offer or how to vote at any stockholders' meeting related to the Merger.

In arriving at its opinion, Morgan Stanley, among other things:

- reviewed certain publicly available financial statements and other business and financial information of First Advantage and First American, respectively;
- reviewed certain internal financial statements and other financial and operating data concerning First Advantage and First American, respectively;
- reviewed certain financial projections prepared by the managements of First Advantage and First American, respectively;
- reviewed information relating to certain strategic, financial and operational benefits anticipated from the Merger, prepared by the management of First Advantage;
- discussed the past and current operations and financial condition and the prospects of First Advantage, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, with senior executives of First Advantage;
- discussed the past and current operations and financial condition and the prospects of First American, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, with senior executives of First American;
- reviewed the pro forma impact of the Merger on First American's earnings per share;
- reviewed the reported prices and trading activity for the Class A Shares and First American Common Shares;
- compared the financial performance of First Advantage and First American and the prices and trading activity of the Class A Shares and First American Common Shares with that of certain other publicly-traded companies comparable with First Advantage and First American, respectively, and their securities;
- reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;
- participated in certain discussions and negotiations among representatives of First Advantage and First American and their financial and legal advisors;
- reviewed the Form S-4 and certain related documents; and
- performed such other analyses, reviewed such other information and considered such other factors as Morgan Stanley deemed appropriate.

In arriving at its opinion, Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to it by First Advantage and First American, and formed a substantial basis for its opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, Morgan Stanley assumed that they had been reasonably prepared on bases reflecting the best currently available estimates and judgments of the respective managements of First Advantage and First American of the future financial performance of First Advantage and First American. Furthermore, Morgan Stanley assumed that the Offer and the Merger will be consummated in accordance with the terms set forth in the Form S-4 without any waiver, amendment or delay of any terms or conditions, including, among other things, that the Merger will not be treated as a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended. Morgan Stanley assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the Offer and the Merger, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the Offer and the Merger. Morgan Stanley is not a legal, tax, or regulatory advisor. Morgan Stanley is a financial advisor only and did not express any views with respect to legal, tax, or regulatory matters. Morgan Stanley expressed no opinion with respect to the fairness of the amount or nature of the

compensation to any of First Advantage's officers, directors or employees, or any class of such persons, relative to the consideration to be received by holders of Class A Shares pursuant to the Offer or the Merger. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of First Advantage (including, without limitation, First Advantage's investment in the common stock of DealerTrack Holdings, Inc.), nor has Morgan Stanley been furnished with any such appraisals. Morgan Stanley's opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Morgan Stanley as of, the date of the opinion. Events occurring after such date may affect its opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise or reaffirm its opinion.

In arriving at its opinion, Morgan Stanley was not authorized to solicit, and did not solicit, interest from any party with respect to an acquisition, business combination or other extraordinary transaction involving First Advantage, nor did Morgan Stanley negotiate with any parties other than First American. Morgan Stanley's opinion does not address the relative merits of the Offer and/or the Merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available. Morgan Stanley's opinion did not address the prices at which the First American Common Shares would trade following consummation of the Offer or the Merger.

The following is a summary of the material financial analyses used by Morgan Stanley in connection with providing its opinion to the Special Committee. The financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses used by Morgan Stanley, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. The analyses listed in the tables and described below must be considered as a whole; considering any portion of such analyses and of the factors considered, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying Morgan Stanley's fairness opinion.

In connection with its analysis, Morgan Stanley calculated the implied consideration to be paid for each Class A Share by multiplying the Exchange Ratio times the closing price of First American Common Shares of $32.05 as of October 1, 2009, for an implied per share consideration of $18.59.

First Advantage Trading Range.

Morgan Stanley reviewed the historical trading ranges of the Class A Shares for various periods both before and after First American's public announcement of the Initial Proposal (the "initial public announcement").

Morgan Stanley noted that, as of June 26, 2009, the last trading day prior to First American's initial public announcement, the closing price was $12.75. Morgan Stanley's review indicated that the low and high daily intra-day prices in the twelve months prior to October 1, 2009 were $6.99 and $19.44, respectively.

Morgan Stanley noted that, as of October 1, 2009, the closing price of the Class A Shares was $18.33. Between First American's initial public announcement on June 29, 2009 and October 1, 2009, the maximum intra-day price was $19.44.

Morgan Stanley also noted that, as of October 1, 2009, the implied consideration to be paid per Class A Share was $18.59 based on the Exchange Ratio and the closing price of First American Common Shares on October 1, 2009 of $32.05.

First Advantage Equity Research Price Target Analysis.

Morgan Stanley reviewed the price targets for the Class A Shares prepared and published by equity research analysts. These targets reflect each analyst's estimate of the future public market-trading price of the Class A Shares and are not discounted to reflect present value. The range of undiscounted price targets for the Class A Shares on October 1, 2009 was $16.00 to $17.00.

The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for the Class A Shares and these estimates are subject to uncertainties, including the future financial performance of First Advantage and future financial market conditions. Additionally, it should be noted that First Advantage is not well-covered by analysts and Morgan Stanley identified only three data points.

First Advantage Comparable Trading Analysis.

Morgan Stanley reviewed and compared, using publicly available information, certain current and historical financial information for First Advantage corresponding to current and historical financial information, ratios and public market multiples for other companies that share similar business characteristics with First Advantage. The following list sets forth the selected comparable companies that were reviewed in connection with this analysis:

- Acxiom Corp.;
- Automatic Data Processing Inc.;
- DealerTrack Holdings Inc.;
- Equifax Inc.;
- Experian plc.;
- Fair Isaac Corp.;
- Fidelity National Information Services Inc.; and
- Fiserv Inc.

Morgan Stanley analyzed the following statistics for comparative purposes:

- the ratio of the aggregate value, defined as market capitalization plus total debt and minority interest less cash and cash equivalents, to estimated earnings before interest, taxes, depreciation and amortization ("EBITDA") for calendar year 2009; and
- the ratio of stock price to estimated earnings per share ("EPS") for calendar year 2009.

The following table reflects the results of the analysis and the corresponding multiples for First Advantage based on the representative ranges of EBITDA and EPS estimates for these companies:

	Aggregate Value / 2009E EBITDA	Stock Price / 2009E EPS
Range Derived from First Advantage Comparables	7.5x - 9.0x	12.5x - 16.0x
Implied Per Share Value of the Class A Shares	$ 14.15 - 16.95	$ 10.37 - 13.27

No company utilized in the comparable company analysis is identical to First Advantage. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of First Advantage, such as the impact of competition on the businesses of First Advantage and the industry generally, industry growth and the absence of any adverse material change in the financial condition and prospects of First Advantage or the industry or in the financial markets in general. Mathematical analysis (such as determining the average or median) is not in itself a meaningful method of using comparable company data.

Sum-of-the-Parts Analysis.

Morgan Stanley calculated a range of equity values per share for First Advantage implied from aggregating the estimated values of each business segment, a "sum-of-the-parts analysis," adjusted for capitalized corporate-level expenses and eliminations, total debt and minority interest, and cash and cash equivalents, as of October 1,

2009. Morgan Stanley evaluated each of First Advantage's five business segments based on segment-level revenue and EBITDA estimates. The five First Advantage business segments Morgan Stanley reviewed are as follows:

- Credit Services;
- Multifamily Services;
- Data Services;
- Employer Services; and
- Investigative and Litigation Support Services.

With respect to Data Services, Morgan Stanley further reviewed the segment based on the following sub-segments:

- Teletrack;
- Leadclick; and
- Transportation & Other Data Services.

Morgan Stanley noted that, based on a sum-of-the-parts analysis, First Advantage's implied range of equity value per share (including both the Class A Shares and the Class B Shares) was $15.47 to $19.35.

First Advantage Precedent Transaction Analysis

Morgan Stanley reviewed and analyzed statistics for selected processing and information services transactions since 2003. The following list sets forth the selected transactions that were reviewed in connection with this analysis:

- Ceridian Corp. / Fidelity National Financial, Inc.; Thomas H. Lee Partners, L.P.;
- Certegy, Inc. / Fidelity National Information Services, Inc.;
- CheckFree Corp. / Fiserv Inc.;
- Choicepoint, Inc. / Reed Elsevier Group, Inc.;
- Concord EFS, Inc. / First Data Corp.;
- Credit Information Group / First Advantage Corp.;
- Digital Insight Corp. / Intuit, Inc.;
- eFunds Corp. / Fidelity National Information Services, Inc.;
- Fifth Third Bank Processing Solutions / Advent International Corp.;
- First Data Corp. / Kohlberg Kravis Roberts & Co.;
- HireRight, Inc. / USIS Commercial Services, Inc.;
- Kroll, Inc. / Marsh & McLennan Companies, Inc.;
- Metavante Technologies, Inc. / Fidelity National Information Services, Inc.;
- National Processing, Inc / Bank of America Corp.;
- Open Solutions, Inc. / Providence Equity Partners LLC, The Carlyle Group LLC;
- Seisint, Inc. / Reed Elsevier Plc.;

- SunGard Data Systems, Inc. / Bain Capital, LLC, Goldman Sachs Group;
- TALX Corp. / Equifax, Inc.; and
- VNU NV / Alplnvest Partners NV, The Blackstone Group LP, The Carlyle Group LLC.

Morgan Stanley noted the median aggregate value to last-twelve-month EBITDA ("LTM EBITDA") multiple of these precedent transactions equaled 13.5x, with multiples across the transactions ranging from 8.2x to 20.1x, and the median stock price to last-twelve-month EPS ("LTM EPS") multiple of these precedent transactions equaled 26.0x, with multiples across the transactions ranging from 15.2x to 33.2x.

Morgan Stanley also reviewed the aggregate value to LTM EBITDA multiples adjusted for changes in market conditions in two ways:

- multiplying the aggregate value to LTM EBITDA purchase price multiple for each deal as of the date of announcement by the subsequent percentage change in S&P 500 Index between each announcement date and October 1, 2009. On this basis, the adjusted median aggregate value to LTM EBITDA multiple was 10.9x, with multiples across the transactions ranging from 7.7x to 15.1x.; and
- multiplying the aggregate value to LTM EBITDA purchase price multiple for each deal as of the date of announcement by the subsequent percentage change in the First American Common Share closing price between each announcement date and October 1, 2009. On this basis, the adjusted median aggregate value to LTM EBITDA multiple was 12.0x, with multiples across the transactions ranging from 7.1x to 20.3x.

	Aggregate Value / LTM EBITDA	Stock Price / LTM EPS
Range Derived from First Advantage Precedent Transaction Analysis	8.0x - 13.0x	20.0x - 25.0x
Implied Per Share Value of the Class A Shares	$ 16.89 - 27.32	$ 16.35 - 20.44
Implied Per Share Value of the Class A Shares by Reference to Transactions Effected in 2009	$ 17.00 - 22.00	

No company or transaction utilized in the precedent transaction analysis is identical to First Advantage, First American or this specific transaction. In evaluating the precedent transactions, Morgan Stanley made judgments and assumptions with regard to general business, market and financial conditions and other matters, which are beyond the control of First Advantage and First American, such as the impact of competition on the business of First Advantage, First American or the industry generally, industry growth and the absence of any material adverse change in the financial condition of First Advantage, First American or the industry or in the financial markets in general, which could affect the public trading value of the companies and the aggregate value of the transactions to which they are being compared.

First Advantage Premiums Paid Analysis.

Morgan Stanley reviewed the average premiums paid in acquisition transactions on an annual basis for the years 1999 through 2009, which included certain transactions with transaction values of over $100 million ("control transactions").

Morgan Stanley also reviewed the premiums paid in select North American public company control transactions that were announced between September 15, 2008, the day Lehman Brothers Holdings Inc. filed for bankruptcy protection, and June 30, 2009, with transaction values of over $1.0 billion.

Morgan Stanley also reviewed the premiums paid in select acquisition transactions involving the acquisition of a publicly-traded minority interest or involving an acquiror that was in some other way affiliated with the target company ("affiliate transactions"). Morgan Stanley reviewed such transactions announced after January 1, 2002 with transaction values greater than $500 million.

Morgan Stanley reviewed and compared, using publicly available information, certain current and historical financial information for First Advantage comparable companies' trading performance after First American's initial public announcement. For the purpose of this review, Morgan Stanley calculated the average change in the closing prices of the publicly-traded stock of the following companies from June 29, 2009, the first trading day after the initial public announcement, to October 1, 2009, to construct a First Advantage peer index ("peer index"):

- Acxiom Corp.;
- Automatic Data Processing Inc.;
- DealerTrack Holdings Inc.;
- Equifax Inc.;
- Experian plc.;
- Fair Isaac Corp.;
- Fidelity National Information Services Inc.; and
- Fiserv Inc.

Morgan Stanley noted that, from June 29, 2009 to October 1, 2009, the average closing trading price of the peer index increased 13%, and the closing share price of the Class A Shares increased 22% over the same period. Morgan Stanley also noted that from June 29, 2009 to October 1, 2009, the closing price of the S&P 500 Index price increased 11%.

	Premium to Closing Stock Price Prior to Initial Public Announcement	Implied per share value of the Class A Shares	Adjusted Implied per share value of the Class A Shares (1)
Range Derived from Precedent Control Transactions Analysis	22% - 40%	$15.56 - 17.85	$17.64 - 20.23
Range Derived from Precedent Affiliate Transactions Analysis	14% - 38%	$14.54 - 17.60	$16.48 - 19.95

Note: (1) Implied value per share of the Class A Shares adjusted by the percentage change in the First Advantage peer index between the initial public announcement on June 29, 2009 and October 1, 2009.

No company or transaction utilized in the premiums paid analysis is identical to First Advantage, First American or this specific transaction. In evaluating the precedent transactions, Morgan Stanley made judgments and assumptions with regard to general business, market and financial conditions and other matters, which are beyond the control of First Advantage and First American, such as the impact of competition on the business of First Advantage, First American or the industry generally, industry growth and the absence of any material adverse change in the financial condition of First Advantage, First American or the industry or in the financial markets in general, which could affect the public trading value of the companies and the aggregate value of the transactions to which they are being compared.

First Advantage Discounted Cash Flow Analysis.

Morgan Stanley calculated a range of equity values per share for First Advantage based on a discounted cash flow analysis as of June 30, 2009. Morgan Stanley relied on the First Advantage initial projections (including both the management plan prepared by First Advantage in June 2009 and an illustrative sensitivity case) for fiscal years 2009 through 2012. The forecast for 2013 used in the discounted cash flow analysis was based on Morgan Stanley extrapolation from the 2012 estimates in the management plan. Morgan Stanley first

calculated the estimated unlevered free cash flows of First Advantage for the period from June 30, 2009 to December 31, 2013, and then calculated a terminal value for First Advantage based on applying a perpetual growth rate to the unlevered free cash flow after 2013 of 3.0% to 4.0%. These values were discounted to present values assuming a range of discount rates between 11.0% and 13.0%. When adjusted for total debt, minority interest, cash and cash equivalents, this resulted in a range of implied equity values per share (including both the Class A Shares and the Class B Shares) of $19.47 to $27.17.

Morgan Stanley also calculated the present value of the unlevered free cash flows of First Advantage for the period from June 30, 2009 to December 31, 2013, using an illustrative case to estimate the impact if First Advantage did not achieve the same degree of revenue growth rates and EBITDA margin improvement assumed in the management plan. Morgan Stanley assumed a perpetual growth rate of unlevered free cash flows after 2013 of 3.0% to 4.0%. Assuming a range of discount rates between 11.0% and 13.0%, this analysis resulted in a range of implied equity values per share (including both the Class A Shares and the Class B Shares) of $14.99 to $20.87.

First American Trading Range.

Morgan Stanley reviewed the historical trading ranges of First American Common Shares for various periods.

Morgan Stanley noted that, as of October 1, 2009, the closing price of First American Common Shares was $32.05. Morgan Stanley also noted that for the 10-trading day, 30-trading day and 90-trading day periods ending October 1, 2009, the average daily closing prices of First American Common Shares were $32.84, $32.26 and $28.44, respectively. The average daily closing price of First American Common Shares from January 1, 2009 to October 1, 2009, was $26.83. The high and low daily intra-day prices of First American Common Shares in the twelve months prior to October 1, 2009 were $34.00 and $14.27, respectively.

First American Equity Research Price Target Analysis.

Morgan Stanley reviewed and analyzed the price targets for First American Common Shares prepared and published by equity research analysts. These targets reflect each analyst's estimate of the future public market-trading price of First American Common Shares and are not discounted to reflect present value. The range of undiscounted price targets for First American Common Shares on October 1, 2009 was $30.00 to $34.00.

The public market trading price targets published by securities research analysts do not necessarily reflect current market trading prices for First American Common Shares and these estimates are subject to uncertainties, including the future financial performance of First American and future financial market conditions. Additionally, it should be noted that First American is not well-covered by analysts and Morgan Stanley identified only four data points.

First American Comparable Trading Analysis.

Morgan Stanley reviewed and compared, using publicly available information, certain current and historical financial information for First American corresponding to current and historical financial information, ratios and public market multiples. Morgan Stanley identified groups of comparable companies for each of First American's Financial Services segment and Information Solutions segment.

Financial Services.

The following list sets forth the selected comparable companies that were reviewed in connection with evaluating First American's Financial Services business:

- Fidelity National Financial Inc.;
- First American Corp.;

- Old Republic International Corp.; and
- Stewart Information Services Corp.

Morgan Stanley analyzed the following statistics for comparative purposes:

- the ratio of stock price to current shareholders' equity ("book value") per share; and
- the ratio of stock price to estimated EPS for calendar years 2009 and 2010.

Information Solutions.

The following list sets forth the selected comparable companies that were reviewed in connection with evaluating First American's Information Solutions business:

- Acxiom Corp.;
- Automatic Data Processing Inc.;
- DealerTrack Holdings Inc.;
- Equifax Inc.;
- Experian plc.;
- Fair Isaac Corp.;
- Fidelity National Information Services Inc.;
- First Advantage Corp.;
- Fiserv Inc.; and
- Lender Processing Services Inc.

Morgan Stanley analyzed the following statistics for comparative purposes:

- the ratio of the aggregate value to estimated EBITDA for calendar year 2009; and
- the ratio of stock price to estimated EPS for calendar years 2009 and 2010.

	Stock Price / Book Value Per Share	Aggregate Value / 2009E EBITDA	Stock Price / 2009E EPS	Stock Price / 2010E EPS
Range Derived from First American Comparables	0.8x - 1.1x	5.0x - 6.0x	10.0x - 13.0x	10.0x - 13.0x
Implied Per Share Value of First American Common Shares	$ 24.04 - 33.06	$ 30.09 - 37.16	$ 19.20 - 24.96	$ 29.31 - 38.10

No company utilized in the comparable company analysis is identical to First American. In evaluating comparable companies, Morgan Stanley made judgments and assumptions with regard to industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of First American, such as the impact of competition on the businesses of First American and the industry generally, industry growth and the absence of any adverse material change in the financial condition and prospects of First American or the industry or in the financial markets in general. Mathematical analysis (such as determining the average or median) is not in itself a meaningful method of using comparable company data.

Sum-of-the-Parts Analysis.

Morgan Stanley calculated a range of equity values per share for First American based on a sum-of-the-parts analysis as of October 1, 2009. As such, Morgan Stanley evaluated First American's two main business segments, Financial Services and Information Solutions, to arrive at First American's implied equity value per share.

For purpose of its sum-of-the-parts analysis, Morgan Stanley evaluated the Financial Services segment based on a stock price to book value per share basis. Assuming a stock price to book value per share range of 0.6x to 1.1x and based on an estimate of book value attributable to the Financial Services segment as of June 30, 2009, Morgan Stanley noted that the implied contribution of the Financial Services' equity value per share was $7.27 to $13.32.

Morgan Stanley also calculated a range of contribution equity values per share for First American's Information Solutions business based on an EBITDA multiple basis. Assuming an aggregate value to EBITDA range of 6.5x to 8.5x and based on estimates of the total debt, minority interest, cash and cash equivalents attributable to the Information Solutions segment, Morgan Stanley noted that the Information Solutions segment's implied equity value per share was $21.81 to $31.46.

Morgan Stanley then added together the equity values per share contributed by each of the Financial Services and Information Solutions segments and noted that the range of First American's total implied equity value per share was $29.07 to $44.78.

Pro Forma Analysis.

Morgan Stanley analyzed the pro forma impact of the transaction on First American's EPS. Morgan Stanley assumed the consideration to be received by holders of Class A Shares pursuant to the transaction was 0.58 of a First American Common Share per Class A Share, and that the aggregate consideration will be paid entirely in First American Common Shares. Based on this analysis, Morgan Stanley observed that the transaction would result in EPS dilution for First American shareholders in 2009 of an estimated 0.9%. For 2010, Morgan Stanley observed that the transaction would result in EPS dilution for First American shareholders of an estimated 0.2%.

Ratio of First Advantage and First American Trading Prices.

Based on historical trading information, Morgan Stanley observed the following exchange ratios (calculated as the closing price of Class A Shares divided by the closing price of First American Common Shares):

	Exchange Ratio
As of June 26, 2009	0.49x
As of October 1, 2009	0.57x
30-Day Average ending June 26, 2009	0.53x
90-Day Average ending June 26, 2009	0.52x
Average of Last Twelve Months ending June 26, 2009	0.54x
Average of period from January 1, 2009 ending June 26, 2009	0.52x
High from June 26, 2008 to June 26, 2009	0.78x
Low from June 26, 2008 to June 26, 2009	0.37x

Morgan Stanley noted that the Exchange Ratio is 0.58x.

Miscellaneous.

In connection with the review of the Offer and the Merger by the Special Committee, Morgan Stanley performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a financial opinion is a complex process and is not necessarily susceptible to a partial analysis or summary description. In arriving at its opinion, Morgan Stanley considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor it considered. Morgan Stanley believes that selecting any portion of its analyses, without considering all analyses as a whole, would create an incomplete view of the process underlying its analyses and opinion. In addition, Morgan Stanley may have given various analyses and factors more or less weight than other analyses and factors, and may have deemed various assumptions more or less probable than other assumptions. As a result, the ranges of valuations resulting from any particular analysis described above should not be taken to be Morgan Stanley's view of the actual value of First Advantage or First American. In performing its analyses, Morgan Stanley made numerous assumptions with

respect to industry performance, general business and economic conditions and other matters. Many of these assumptions are beyond the control of First Advantage. Any estimates contained in Morgan Stanley's analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates.

Morgan Stanley conducted the analyses described above solely as part of its analysis of the fairness of the Exchange Ratio pursuant to the Offer and the Merger, from a financial point of view, to the holders of Class A Shares (other than First American and its affiliates, and Experian) and in connection with the delivery of its opinion to the Special Committee. These analyses do not purport to be appraisals or to reflect the prices at which Class A Shares or First American Common Shares might actually trade.

The Exchange Ratio was determined through arm's-length negotiations between the Special Committee and the First American. Morgan Stanley provided advice to the Special Committee during these negotiations. Morgan Stanley did not, however, recommend any specific merger consideration to the Special Committee or that any specific exchange ratio constituted the only appropriate exchange ratio for the Offer and/or the Merger.

Morgan Stanley's opinion and its presentation to the Special Committee was one of many factors taken into consideration by the Special Committee in deciding to recommend the Offer. Consequently, the analyses as described above should not be viewed as determinative of the opinion of the Special Committee with respect to the Exchange Ratio or of whether the Special Committee would have been willing to recommend a different exchange ratio. Morgan Stanley's opinion was approved by a committee of Morgan Stanley investment banking and other professionals in accordance with its customary practice.

(e) Intent to Tender.

Except as set forth below, after reasonable inquiry and to the best of the First Advantage's knowledge, each of First Advantage's executive officers, directors and affiliates (other than First American) currently intends to tender or cause to be tendered all Class A Shares held of record or beneficially owned by him or her pursuant to the Offer. The foregoing does not include any Class A Shares over which, or with respect to which, any such executive officer, director or affiliate acts in a fiduciary or representative capacity or is subject to the instructions of a third party with respect to such tender. No subsidiary of First Advantage owns any Class A Shares.

After reasonable inquiry, First Advantage has been made aware that Evan Barnett, President of the Multi-Family Services segment of First Advantage, is currently undecided as to whether he will or will not tender any Class A Shares held of record or beneficially owned by him pursuant to the Offer.

Item 5. Persons/Assets Retained, Employed, Compensated or Used.

Morgan Stanley is acting as the Special Committee's financial advisor in connection with the Offer. Pursuant to the terms of Morgan Stanley's engagement, in the event that First American completes the acquisition of all of the outstanding Class A Shares that First American does not currently own (the "Transaction"), First Advantage has agreed to pay Morgan Stanley a transaction fee consisting of:

- $2 million; plus
- 2.0% of the portion of the transaction value (which is the value of the consideration paid per Class A Share multiplied by the 12.0 million Class A Shares outstanding as of April 24, 2009) achieved in the Transaction that is greater than the transaction value assuming consideration of $15.27 per share, which was the closing price of the Class A Shares on July 2, 2009, the day that the Special Committee approved Morgan Stanley's engagement. Morgan Stanley's aggregate fees are currently estimated to be approximately $3.0 million.

In addition, First Advantage has agreed to reimburse Morgan Stanley for its reasonable expenses, including travel costs, document production expenses and fees of outside legal counsel (not to exceed $50,000 without the Special Committee's prior consent, not to be unreasonably withheld) and other professional advisors engaged with the Special Committee's consent. First Advantage also has agreed to indemnify Morgan Stanley against certain liabilities, including, without limitation, certain liabilities under the federal securities laws, related to or arising out of Morgan Stanley's engagement.

Morgan Stanley is an internationally recognized investment banking firm and, as part of its investment banking activities, is regularly engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive bids, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. In the ordinary course of Morgan Stanley's securities underwriting, trading, brokerage, foreign exchange, commodities and derivatives trading, prime brokerage, investment management, financing and financial advisory activities, Morgan Stanley or its affiliates may at any time hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for its own account or the accounts of customers, in debt or equity securities or loans of First American, First Advantage or any other company or any currency or commodity that may be involved in this transaction or any related derivative instrument.

Certain officers and employees of First Advantage may render services in connection with the Offer, but they will not receive any additional compensation for such services.

Neither First Advantage nor any person acting on its behalf has employed, retained or compensated, or currently intends to employ, retain or compensate, any person to make solicitations or recommendations to First Advantage stockholders on its behalf with respect to the Offer. First Advantage has not authorized anyone to give information or make any representation about the Offer that is different from, or in addition to, that contained in this Statement or in any of the materials that are incorporated by reference in this Statement. Therefore, First Advantage stockholders should not rely on any other information.

Item 6. Interest in Securities of Subject Company.

Except as set forth in Item 3 or disclosed in this Statement or the annexes and exhibits to this Statement, to the best of First Advantage's knowledge, no transactions in Class A Shares have been effected during the past 60 days by First Advantage, or any executive officer, director, affiliate or subsidiary of First Advantage or any pension, profit-sharing or similar plan of First Advantage or its affiliates.

Item 7. Purpose of the Transaction, Plans or Proposals.

Except as described or referred to in this Statement or the annexes and exhibits to this Statement or the Offer to Exchange, to the best of First Advantage's knowledge, no negotiation is being undertaken or engaged in by First Advantage that relates to or would result in (i) a tender offer or other acquisition of Class A Shares by First American, any of its subsidiaries or any other person, (ii) an extraordinary transaction, such as a merger, reorganization or liquidation, involving First Advantage or any of its subsidiaries, (iii) a purchase, sale or transfer of a material amount of assets of First Advantage or any of its subsidiaries or (iv) any material change in the present dividend rate or policy, or indebtedness or capitalization of First Advantage. Except as described or referred to in this Statement or the exhibits to this Statement or the Offer to Exchange, to the best of First Advantage's knowledge, there are no transactions, board resolutions, agreements in principle or signed contracts in response to the Offer which relate to or would result in one or more of the matters referred to in the preceding sentence.

Item 8. Additional Information.

(a) Short Form Merger.

Under Section 253 of the DGCL, if First American acquires, pursuant to the Offer or otherwise, at least 90% of the outstanding Class A Shares (after giving effect to the conversion of the Class B Shares into Class A Shares on a one-for-one basis), First American will be able to effect the Merger after consummation of the Offer, without a vote of the stockholders of First Advantage, in a short form merger. The Offer to Exchange contains information on the short form merger (under the heading "The Offer—Conditions of the Merger"). According to the Offer to Exchange, if First American consummates the Offer, and thereafter owns or controls 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis), First American will promptly thereafter effect the Merger, unless prohibited by court order or other applicable legal requirement. According to the Offer to Exchange, if First American consummates the Offer and does not own or control 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis), First American will use commercially reasonable efforts to acquire additional Class A Shares such that after such acquisition, Merger Sub owns or controls at least 90% of each class of the issued and outstanding capital stock of First Advantage (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis). However, according to the Offer to Exchange, such use of commercially reasonable efforts to acquire additional Class A Shares shall not require First American to pay consideration in excess of 0.58 of a First American Common Share (or equivalent value) for any Class A Share. In such event, once First American owns or controls 90% or more of the outstanding Class A Shares (after giving effect to the conversion of Class B Shares into Class A Shares on a one-for-one basis), First American will effect the Merger promptly thereafter unless prohibited by court order or other applicable legal requirement. As a result of the Merger, any Class A Shares not previously purchased by First American in the Offer (and in subsequent purchases, if any) would be converted into First American Common Shares at the Exchange Ratio, other than the Class A Shares in respect of which appraisal rights have been properly perfected under Delaware law. Please refer to "—Appraisal Rights" below for more information on the appraisal rights of holders of Class A Shares in connection with the Merger.

(b) Appraisal Rights.

The following summarizes provisions of Section 262 of the DGCL regarding appraisal rights that would be applicable in connection with the Merger, which will be effected as a merger of a subsidiary of First American with and into First Advantage. This discussion is qualified in its entirety by reference to Section 262 of the DGCL. A copy of Section 262 is attached to this Statement as Annex 2. If a First Advantage stockholder fails to take any action required by the DGCL, such stockholder's rights to an appraisal in connection with the Merger will be waived or terminated.

No appraisal rights are available to holders of Class A Shares in connection with the Offer. Pursuant to Section 262(b)(3) of the DGCL, in the event all of the stock of a subsidiary Delaware corporation party to a merger effected under Section 253 of the DGCL is not owned by the parent corporation immediately prior to the merger, appraisal rights will be available for the shares of the subsidiary Delaware corporation. First Advantage stockholders who do not tender their Class A Shares into the Offer, hold Class A Shares at the effective date of the subsequent Merger and have not accepted the consideration offered in the Merger prior to the effective time of the Merger will have certain rights under the DGCL to dissent and demand appraisal of their Class A Shares. Dissenting stockholders who comply with certain statutory procedures could be entitled to receive judicial determination of the fair value of their First Advantage shares at the effective time of the Merger (excluding any element of value arising from the accomplishment or expectation of the merger), and to receive payment of such fair value in cash, together with a rate of interest, if any, in lieu of the consideration paid in the Merger. The value so determined could be more than, less than or the same as the value paid in the Merger. In determining the fair value of the Class A Shares subject to appraisal, the court is required to take into account all relevant factors. Accordingly, the determination could be based upon considerations other than, or in addition to, the market value of the Class A Shares, including, among other things, asset values and earning capacity. As a consequence, the fair value determined in any appraisal proceeding could be more or less than the consideration paid in the Offer and the Merger.

This discussion is qualified in its entirety by reference to Section 262 of the DGCL, which contains the Delaware appraisal statute. If a stockholder fails to take any action required by the DGCL, rights to an appraisal may be waived or terminated by the stockholder. Appraisal rights are described in the Offer to Exchange under the heading "The Offer; Appraisal Rights" and in Annex C of the Offer to Exchange.

Appraisal rights cannot be exercised at this time. If appraisal rights become available in connection with the Merger, holders of the Class A Shares will receive additional information concerning their appraisal rights and the procedures to be followed in order to perfect them before any action has to be taken in connection with those rights.

(c) Certain Legal and Regulatory Matters.

Except as set forth in this Statement or the annexes and exhibits to this Statement, First Advantage is not aware of any material filing, approval or other action by or with any governmental authority or administrative or regulatory agency that would be required for First American's acquisition or ownership of Class A Shares.

United States Approvals.

According to the Offer to Exchange, First American has stated that, except as it has described in the Offer to Exchange, First American is not aware of any license or regulatory permit required in the U.S. and material to the business of First Advantage and its subsidiaries, on a consolidated basis, that may be materially adversely affected by First American's acquisition of the Class A Shares, or any filing or approval required in the U.S. that would be required for its acquisition of the Class A Shares. According to the Offer to Exchange, in connection with the Offer and the Merger, First American has stated that it intends to make all required filings under the Securities Act and the Exchange Act, as well as any required filings or applications with the New York Stock Exchange. According to the Offer to Exchange, First American is unaware of any other requirement for the filing of information with, or the obtaining of the approval of, governmental authorities in any jurisdiction that is applicable to the Offer or the Merger.

Foreign Approvals.

According to the Offer to Exchange, First American is unaware of any requirement for the filing of information with, or the obtaining of the approval of, governmental authorities in any non-U.S. jurisdiction that is applicable to the Offer or the Merger.

(d) Anti-Takeover Statutes and Provisions.

A number of states have adopted takeover laws and regulations which purport, to varying degrees, to be applicable to attempts to acquire securities of corporations which have substantial assets, stockholders, principal executive offices or principal places of business in those states. According to the Offer to Exchange, First American does not believe any anti-takeover laws apply to the Offer or the Merger. According to the Offer to Exchange, First American reserved the right to challenge the validity or applicability of any state law allegedly applicable to the Offer or the Merger, and nothing in the Offer to Exchange nor any action taken in connection with the Offer is intended as a waiver of that right. According to the Offer to Exchange, in the event that it is asserted that any takeover statute applies to the Offer or the Merger and is not found to be invalid, First American may be required to file certain documents with, or receive approvals from, the relevant state authorities and First American might be unable to accept for purchase, or pay for, Class A Shares tendered pursuant to the Offer or be delayed in continuing or consummating the Offer or the Merger. In such case, according to the Offer to Exchange, First American may not be obligated to accept for purchase, or pay for, any Class A Shares tendered.

(e) Stockholder Litigation.

On July 2, 2009, a complaint was filed in the Delaware Court of Chancery against First American, First Advantage and Parker S. Kennedy on behalf of a purported class of public stockholders of First Advantage

relating to the Initial Proposal, defined above as the Norfolk Litigation. A copy of the complaint is filed as an exhibit to this Statement and is incorporated by reference herein.

The complaint alleges, among other things, that:

- the defendants have breached their fiduciary duties in connection with the Initial Proposal;
- the consideration to be paid to minority stockholders of First Advantage pursuant to the Initial Proposal is unfair and inadequate;
- the terms of the Initial Proposal are not entirely fair; and
- the defendants have acted to put their personal interests ahead of the interests of First Advantage stockholders in connection with the Initial Proposal.

The plaintiffs seek, among other relief, class action status, preliminary and permanent injunctive relief against completing the transaction contemplated by the Initial Proposal, rescission if the transaction contemplated by the Initial Proposal is consummated or recessionary damages, an accounting for the damages sustained, compensatory damages in an amount to be deemed at trial together with pre-judgment and post-judgment interest, and the costs of the action, including reasonable allowance for attorneys' fees and experts' fees. First Advantage believes the lawsuit is without merit and intends to vigorously defend itself against it.

Pursuant to the Court of Chancery's September 29, 2009 order, the defendants' deadline to respond to the complaint is October 15, 2009.

(f) Projected Financial Information.

As part of its business planning cycle, the management of First Advantage prepares internal financial forecasts and budgets regarding anticipated future operations, some of which were shared with the management of First American. Prior to First American making the Initial Proposal on June 26, 2009, First Advantage provided to First American certain financial projections for First Advantage summarized below for the fiscal years 2009 through 2012:

- 2009 operating revenue of $694 million;
- 2010 operating revenue of $756 million;
- 2011 operating revenue of $842 million;
- 2012 operating revenue of $943 million;
- 2009 pre-tax income of $86 million;
- 2010 pre-tax income of $121 million;
- 2011 pre-tax income of $153 million; and
- 2012 pre-tax income of $184 million.

In evaluating the acquisition, according to the Offer to Exchange, First American developed its own financial analysis based in part on the initial projections provided by First Advantage, as well as First American's own experience and what it viewed to be other appropriate information and assumptions. According to the Offer to Exchange, based on that evaluation, the First American board of directors approved the Exchange Ratio. In addition, First American was provided with an update to First Advantage's initial projections for fiscal year 2009. According to the Offer to Exchange, such updated forecasts did not cause First American to revise the Exchange Ratio offered, in part, because, in setting the Exchange Ratio, First American discounted the value of the forecasts provided because they were subject to revision and were inherently uncertain predictors of future outcomes, particularly in light of the recent dislocation and negative trends in general economic conditions in the

United States and abroad, which have placed stress on the operating environment for First American, First Advantage and other companies in the industries in which they operate. The updated forecasts are summarized below:

- 2009 operating revenue of $662 million, a decrease of $32 million from the original forecast; and
- 2009 pre-tax income of $68 million, a decrease of $18 million from the original forecast.

The initial projections and updated forecasts are being provided in this Statement solely for the purpose of giving First Advantage's stockholders access to the information made available to First American in connection with the Offer and the Merger. The initial projections and updated forecasts are not included in this Statement in order to induce any holder of Class A Shares to tender their Class A Shares in the Offer.

The initial projections and updated forecasts do not take into account any changes in First Advantage's operations or capital structure that may result from the Offer and the Merger. First Advantage developed the initial projections and updated forecasts based on projected revenues, and the fact that costs were derived primarily as a percentage of revenue based on historical experience, also taking into account anticipated changes in operations, including decreases in overhead as a result of restructuring initiatives. It is not possible to predict whether the assumptions made in preparing the projected and forecasted goals will be valid, and actual results may prove to be materially higher or lower than those contained in the projected and forecasted information.

These initial projections and updated forecasts are subjective in many respects and thus are susceptible to multiple interpretations and periodic revision based upon actual experience and business developments. In addition, the initial projections and updated forecasts reflect numerous judgments, estimates and assumptions, with respect to industry performance, general business, economic, regulatory, market and financial conditions and other future events and matters, as well as matters specific to First Advantage's business, many of which are difficult to predict, inherently uncertain or beyond First Advantage's or First American's control. Inclusion of the initial projections and updated forecasts should not be regarded as an indication that First Advantage, First American or anyone else who received this information considered it a reliable predictor of future events, and this information should not be relied upon as such. The initial projections and updated forecasts were not audited or reviewed by any independent accounting firm. In light of the uncertainties inherent in financial projections and forecasts of any kind, the inclusion of this information should not be regarded as a representation that the estimated results will be realized.

The information discussed in this section includes forward-looking statements and are subject to risks and uncertainties that could cause actual results to differ materially from the results forecasted in such projections and forecasts, including the various risks set forth in First Advantage's periodic reports. There can be no assurance that the projected or forecasted results will be realized or that actual results will not be significantly higher or lower than projected. The initial projections and updated forecasts cannot be considered a reliable predictor of future results and should not be relied upon as such. The initial projections and updated forecasts cover multiple years and such information by its nature becomes less reliable with each successive year. These risks and uncertainties are discussed in greater detail elsewhere in this Statement, including under the heading "Forward-Looking Statements" below.

The financial projections and updated forecasts do not take into account any circumstances or events occurring after the date they were prepared, including, for the initial projections, the announcement of the acquisition of First Advantage pursuant to the Initial Proposal, and, for the updated forecasts, the announcement of the Offer and the Merger. The initial projections and updated forecasts do not take into account the effect of any failure to occur of the Offer or the Merger and should not be viewed as accurate or continuing in that context.

First Advantage does not as a matter of course make public any estimates as to its future operating performance or earnings. These initial projections and updated forecasts were prepared solely for internal use by

First Advantage and not with a view toward public disclosure or toward complying with generally accepted accounting principles, the published guidelines of the SEC regarding projections or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. The initial projections and updated forecasts were not intended to represent the most likely financial results for First Advantage. First Advantage's updated forecasts were prepared solely in response to First American's request for an update to First Advantage's initial projections. Neither First Advantage's independent registered public accounting firm, nor any other independent accountants, have compiled, examined or performed any procedures with respect to the initial projections or forecasts included above, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and they assume no responsibility for, and disclaim any association with, the initial projections and updated forecasts.

The inclusion of the initial projections or updated forecasts herein will not be deemed an admission or representation by First Advantage that they are viewed by First Advantage as material information of First Advantage. Except as otherwise required by law, First Advantage does not intend to update or otherwise revise these projections or forecasts to reflect circumstances existing since their preparation, to reflect the occurrence of unanticipated events even in the event that any or all of the underlying assumptions are shown to be in error, or to reflect changes in general economic or industry conditions.

Certain Forward-Looking Statements

This Statement may contain or incorporate by reference certain "forward-looking statements." All statements other than statements of historical fact included or incorporated by reference in this Statement are forward-looking statements. Although First Advantage believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. A number of risks and uncertainties could cause actual events or results to differ materially from these statements, including without limitation, the risk factors described from time to time in First Advantage's documents and reports filed with the SEC. Accordingly, actual future events may differ materially from those expressed or implied in any such forward-looking statements.

The information contained in all of the exhibits referred to in Item 9 below is incorporated by reference herein.

Item 9. Exhibits.

Exhibit No.	Description
(a)(1)	Prospectus registering the offer and sale of common shares of The First American Corporation to be issued in the Offer and the Merger (incorporated by reference to the Registration Statement on Form S-4 filed by The First American Corporation on October 9, 2009).
(a)(2)	Letter of Transmittal (incorporated by reference to Exhibit (a)(1)(i) to the Schedule TO filed by The First American Corporation on October 9, 2009).
(a)(3)	Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (incorporated by reference to Exhibit (a)(1)(ii) to the Schedule TO filed by The First American Corporation on October 9, 2009).
(a)(4)	Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees (incorporated by reference to Exhibit (a)(1)(iii) to the Schedule TO filed by The First American Corporation on October 9, 2009).
(a)(5)	Notice of Guaranteed Delivery (incorporated by reference to Exhibit (a)(1)(iv) to the Schedule TO filed by The First American Corporation on October 9, 2009).

Exhibit No.	Description
(a)(6)	Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (incorporated by reference to Exhibit (a)(1)(v) to the Schedule TO filed by The First American Corporation on October 9, 2009).
(a)(7)	Press Release issued by The First American Corporation, dated October 8, 2009 (incorporated by reference to The First American Corporation's Current Report on Form 8-K filed on October 8, 2009).
(a)(8)	Press Release issued by First Advantage Corporation, dated October 8, 2009.*
(a)(9)	Letter to Stockholders from the Special Committee of the Board of Directors of First Advantage Corporation, dated October 9, 2009.**
(a)(10)	Opinion of Morgan Stanley & Co. Incorporated, dated October 2, 2009 (incorporated by reference to Annex 1 to this Schedule 14D-9).**
(a)(11)	First Amended and Restated Certificate of Incorporation of First Advantage Corporation, as amended (incorporated by reference to Exhibit 3.1 to the Registration Statement on Form S-4 filed by First Advantage Corporation on December 22, 1998).
(a)(12)	Certificate of Amendment to the First Amended and Restated Certificate of Incorporation of First Advantage Corporation (incorporated by reference to Exhibit 3.1 to the Quarterly Report on Form 10-Q filed by First Advantage Corporation on November 11, 2005).
(a)(13)	Amended and Restated Bylaws of First Advantage Corporation (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed by First Advantage Corporation on February 20, 2007).
(a)(14)	Complaint of the Norfolk County Retirement System against First Advantage Corporation, et. al. filed in the Court of Chancery in the State of Delaware on July 2, 2009.*
(e)(1)	Pages 1 - 3 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Proposal Number One—Election of Directors—Nominees for Election of Directors."*
(e)(2)	Pages 3 - 6 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Information About Our Board of Directors."*
(e)(3)	Pages 8 - 9 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Executive Officers."*
(e)(4)	Pages 10 - 14 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Security Ownership of Certain Beneficial Owners and Management."*
(e)(5)	Pages 6 - 8 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Business Relationships and Related Transactions."*
(e)(6)	Pages 15 - 20 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Compensation Discussion and Analysis."*
(e)(7)	Pages 22 - 31 of the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 18, 2009 under the heading "Executive Compensation."*
(e)(8)	Employment Agreement, dated as of August 10, 2009, by and between First Advantage Corporation and Anand Nallathambi.*
(e)(9)	Employment Agreement, dated as of August 10, 2009, by and between First Advantage Corporation and John Lamson.*

Exhibit No.	Description
(e)(10)	Employment Agreement, dated as of August 10, 2009, by and between First Advantage Corporation and Todd Mavis.*
(e)(11)	Employment Agreement, dated as of August 10, 2009, by and between First Advantage Corporation and Akshaya Mehta.*
(e)(12)	Employment Agreement, dated as of August 11, 2009, by and between First Advantage Corporation and Evan Barnett.*
(e)(13)	Employment Agreement, dated as of August 7, 2009, by and between First Advantage Corporation and Andrew MacDonald.*
(e)(14)	First Advantage Corporation 2003 Incentive Compensation Plan, Amended and Restated as of March 22, 2007 (incorporated by reference to Appendix B to the Annual Proxy Statement on Schedule 14A filed by First Advantage Corporation on March 27, 2007).
(e)(15)	First Advantage Corporation 2003 Employee Stock Purchase Plan (incorporated by reference to Exhibit 4.20 to the Amendment to the Registration Statement on Form S-4 filed by First Advantage Corporation on April 24, 2003).
(e)(16)	Form of Indemnification Agreement, dated as of May 9, 2005, by and between First Advantage Corporation and each member of its board of directors (incorporated by reference to Exhibit 10.1 of the Quarterly Report on Form 10-Q filed by First Advantage Corporation on August 15, 2005).
(e)(17)	Stockholders Agreement, dated as of December 13, 2002, by and among First Advantage Corporation, The First American Corporation and Pequot Private Equity Fund II, L.P. (incorporated by reference to Annex D to the prospectus forming a part of the Registration Statement on Form S-4 filed by First Advantage Corporation on January 17, 2003).
(e)(18)	Amendment No 1. to Stockholders Agreement, dated as of March 31, 2006, by and among First Advantage Corporation, The First American Corporation and Pequot Private Equity Fund II, L.P (incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed by First Advantage Corporation on May 9, 2006).
(e)(19)	Amendment No. 2 to Stockholders Agreement, dated as of September 28, 2006, by and among First Advantage Corporation, The First American Corporation and Pequot Private Equity Fund II, L.P. (incorporated by reference to Exhibit 10.11 to the Annual Report on Form 10-K filed by First Advantage Corporation on March 1, 2007).
(e)(20)	Amended and Restated Change in Control Agreement, dated as of October 1, 2008, by and between The First American Corporation and Anand Nallathambi.*
(g)	None.
Annex 1	Opinion of Morgan Stanley & Co. Incorporated, dated October 2, 2009.**
Annex 2	Delaware Appraisal Statute (DGCL Section 262).**

* Filed herewith.

** Included with a copy of the Schedule 14D-9 mailed to stockholders.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Schedule 14D-9 is true, complete and correct.

FIRST ADVANTAGE CORPORATION

By: /s/ John Lamson
Name: **John Lamson**
Title: **Executive Vice President and Chief Financial Officer**

Dated: October 9, 2009

Annex 1

OPINION OF MORGAN STANLEY & CO. INCORPORATED

October 2, 2009

Special Committee of the Board of Directors
First Advantage Corporation
12395 First American Way
Poway, California 92064

Members of the Special Committee of the Board:

We understand that First American Corporation (the "Buyer") proposes to (i) commence an exchange offer (the "Exchange Offer") for all outstanding shares of Class A Common Stock, par value $0.001 per share (the "Company Class A Common Stock"), of First Advantage Corporation (the "Company") for 0.58 shares (the "Exchange Ratio") of common stock, par value $1.00 per share, of the Buyer (the "Buyer Common Stock"); (ii) following consummation of the Exchange Offer, convert, or cause to be converted some or all of the shares of Class B Common Stock of the Company, par value $0.001 per share (the "Company Class B Common Stock"), owned or controlled by the Buyer (directly or indirectly) into shares of Company Class A Common Stock and cause all such shares of Company Class A Common Stock and any Company Class B Common Stock owned or controlled by the Buyer (directly and indirectly) to be contributed to a corporate subsidiary of the Buyer (the "Acquisition Sub"); and (iii) effect a subsequent merger (the "Merger") of Acquisition Sub with and into the Company. The terms and conditions of the Exchange Offer and the Merger are more fully set forth in the draft Registration Statement on Form S-4 of the Buyer, dated September 29, 2009 (the "Offer to Exchange"). We further understand that approximately 80% of the outstanding shares of the Company Class A Common Stock are beneficially owned by Buyer when accounting for the shares of Company Class A Common Stock that would be beneficially owned by Buyer upon full conversion of the shares of Company Class B Common Stock beneficially owned by it into shares of Company Class A Common Stock on a one-for-one basis.

You have asked for our opinion as to whether the Exchange Ratio pursuant to the Exchange Offer and the Merger is fair from a financial point of view to the holders of shares of the Company Class A Common Stock (other than the Buyer and its affiliates, and Experian Information Solutions, Inc. ("Experian")).

For purposes of the opinion set forth herein, we have:

1) Reviewed certain publicly available financial statements and other business and financial information of the Company and the Buyer, respectively;

2) Reviewed certain internal financial statements and other financial and operating data concerning the Company and the Buyer, respectively;

3) Reviewed certain financial projections prepared by the managements of the Company and the Buyer, respectively;

4) Reviewed information relating to certain strategic, financial and operational benefits anticipated from the Merger, prepared by the management of the Company;

5) Discussed the past and current operations and financial condition and the prospects of the Company, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, with senior executives of the Company;

6) Discussed the past and current operations and financial condition and the prospects of the Buyer, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, with senior executives of the Buyer;

7) Reviewed the pro forma impact of the Merger on the Buyer's financial metrics;

8) Reviewed the reported prices and trading activity for the Company Common Class A Stock and the Buyer Common Stock;

9) Compared the financial performance of the Company and the Buyer and the prices and trading activity of the Company Class A Common Stock and the Buyer Common Stock with that of certain other publicly-traded companies comparable with the Company and the Buyer, respectively, and their securities;

10) Reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

11) Participated in certain discussions and negotiations among representatives of the Company and the Buyer and their financial and legal advisors;

12) Reviewed the Offer to Exchange and certain related documents; and

13) Performed such other analyses, reviewed such other information and considered such other factors as we have deemed appropriate.

We have assumed and relied upon, without independent verification, the accuracy and completeness of the information that was publicly available or supplied or otherwise made available to us by the Company and the Buyer, and formed a substantial basis for this opinion. With respect to the financial projections, including information relating to certain strategic, financial and operational benefits anticipated from the Merger, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the respective managements of the Company and the Buyer of the future financial performance of the Company and the Buyer. In addition, we have assumed that the Exchange Offer and Merger will be consummated in accordance with the terms set forth in the Offer to Exchange without any waiver, amendment or delay of any terms or conditions, including, among other things, that the Merger will not be treated as a tax-free reorganization and/or exchange, each pursuant to the Internal Revenue Code of 1986, as amended. Morgan Stanley has assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the proposed Merger, no delays, limitations, conditions or restrictions will be imposed that would have a material adverse effect on the contemplated benefits expected to be derived in the proposed Merger. We are not legal, tax, regulatory or actuarial advisors. We are financial advisors only and do not express any views with respect to legal, tax, or regulatory matters. We express no opinion with respect to the fairness of the amount or nature of the compensation to any of the Company's officers, directors or employees, or any class of such persons, relative to the consideration to be received by the holders of shares of the Company Class A Common Stock in the Exchange Offer and Merger. We have not made any independent valuation or appraisal of the assets or liabilities of the Company (including, without limitation, the Company's investment in the common stock of DealerTrack Holdings, Inc.), nor have we been furnished with any such appraisals. Our opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this opinion.

In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition, business combination or other extraordinary transaction, involving the Company, nor did we negotiate with any of the parties, other than the Buyer. Our opinion does not address the relative merits of the Exchange Offer and/or the Merger as compared to any other alternative business transaction, or other alternatives, or whether or not such alternatives could be achieved or are available.

We have acted as financial advisor to the Special Committee of the Board of Directors of the Company in connection with this transaction and will receive a fee for our services, a substantial portion of which is contingent upon the closing of the Merger. Morgan Stanley may also seek to provide financial advisory and financing services to the Buyer and the Company in the future and expects to receive fees for the rendering of these services.

Please note that Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Our securities business is engaged in securities underwriting, trading and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of the Buyer, the Company, or any other company, or any currency or commodity, that may be involved in the Exchange Offer and/or the Merger, or any related derivative instrument.

This opinion has been approved by a committee of Morgan Stanley investment banking and other professionals in accordance with our customary practice. This opinion is for the information of the Special Committee of the Board of Directors of the Company only and may not be used for any other purpose without our prior written consent, except that a copy of this opinion may be included in its entirety in any filing the Company is required to make with the Securities and Exchange Commission in connection with the Exchange Offer and/or the Merger if such inclusion is required by applicable law. In addition, this opinion does not in any manner address the prices at which the Buyer Common Stock will trade following consummation of the Exchange Offer or the Merger, and Morgan Stanley expresses no opinion or recommendation as to how the shareholders of the Company should act with regard to the Exchange Offer or vote at any shareholders' meetings held in connection with the Merger.

Based on and subject to the foregoing, we are of the opinion on the date hereof that the Exchange Ratio pursuant to the Exchange Offer and the Merger is fair from a financial point of view to the holders of shares of the Company Class A Common Stock (other than the Buyer and its affiliates, and Experian).

Very truly yours,

MORGAN STANLEY & CO. INCORPORATED

By: /s/ James M. Head

James M. Head
Managing Director

TEXT OF SECTION 262 OF THE DELAWARE GENERAL CORPORATION LAW

§ 262. Appraisal rights.

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger or consolidation, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger or consolidation nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder's shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word "stockholder" means a holder of record of stock in a stock corporation and also a member of record of a nonstock corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words and also membership or membership interest of a member of a nonstock corporation; and the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in one or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title), § 252, § 254, § 257, § 258, § 263 or § 264 of this title:

(1) Provided, however, that no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of and to vote at the meeting of stockholders to act upon the agreement of merger or consolidation, were either (i) listed on a national securities exchange or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in subsection (f) of § 251 of this title.

(2) Notwithstanding paragraph (1) of this subsection, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger or consolidation will be either listed on a national securities exchange or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing subparagraphs a. and b. of this paragraph; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing subparagraphs a., b. and c. of this paragraph.

(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 253 of this title is not owned by the parent corporation immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of

incorporation, any merger or consolidation in which the corporation is a constituent corporation or the sale of all or substantially all of the assets of the corporation. If the certificate of incorporation contains such a provision, the procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger or consolidation for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for such meeting with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) hereof that appraisal rights are available for any or all of the shares of the constituent corporations, and shall include in such notice a copy of this section. Each stockholder electing to demand the appraisal of such stockholder's shares shall deliver to the corporation, before the taking of the vote on the merger or consolidation, a written demand for appraisal of such stockholder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder's shares. A proxy or vote against the merger or consolidation shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger or consolidation, the surviving or resulting corporation shall notify each stockholder of each constituent corporation who has complied with this subsection and has not voted in favor of or consented to the merger or consolidation of the date that the merger or consolidation has become effective; or

(2) If the merger or consolidation was approved pursuant to § 228 or § 253 of this title, then either a constituent corporation before the effective date of the merger or consolidation or the surviving or resulting corporation within 10 days thereafter shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of this section. Such notice may, and, if given on or after the effective date of the merger or consolidation, shall, also notify such stockholders of the effective date of the merger or consolidation. Any stockholder entitled to appraisal rights may, within 20 days after the date of mailing of such notice, demand in writing from the surviving or resulting corporation the appraisal of such holder's shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such holder's shares. If such notice did not notify stockholders of the effective date of the merger or consolidation, either (i) each such constituent corporation shall send a second notice before the effective date of the merger or consolidation notifying each of the holders of any class or series of stock of such constituent corporation that are entitled to appraisal rights of the effective date of the merger or consolidation or (ii) the surviving or resulting corporation shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with this subsection. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) of this section hereof and who is

otherwise entitled to appraisal rights, may commence an appraisal proceeding by filing a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party shall have the right to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) of this section hereof, upon written request, shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate number of shares not voted in favor of the merger or consolidation and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such written statement shall be mailed to the stockholder within 10 days after such stockholder's written request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) of this section hereof, whichever is later. Notwithstanding subsection (a) of this section, a person who is the beneficial owner of shares of such stock held either in a voting trust or by a nominee on behalf of such person may, in such person's own name, file a petition or request from the corporation the statement described in this subsection.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder.

(h) After the Court determines the stockholders entitled to an appraisal, the appraisal proceeding shall be conducted in accordance with the rules of the Court of Chancery, including any rules specifically governing appraisal proceedings. Through such proceeding the Court shall determine the fair value of the shares exclusive of any element of value arising from the accomplishment or expectation of the merger or consolidation, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. Unless the Court in its discretion determines otherwise for good cause shown, interest from the effective date of the merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder's certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and the case of holders of shares represented by certificates upon the surrender to the corporation of the certificates representing such stock. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder's demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just; provided, however that this provision shall not affect the right of any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation within 60 days after the effective date of the merger or consolidation, as set forth in subsection (e) of this section.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation.

12395 First American Way, Poway, Calif. 92064

NEWS FOR IMMEDIATE RELEASE

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SPECIAL COMMITTEE OF THE BOARD OF DIRECTORS OF FIRST ADVANTAGE CORPORATION TO RECOMMEND THE FIRST AMERICAN CORPORATION EXCHANGE OFFER

POWAY, Calif., October 8, 2009—First Advantage Corporation (NASDAQ: FADV), a global risk mitigation and business solutions provider (the "Company"), today announced that The First American Corporation ("First American") has issued a press release announcing its intention to commence an exchange offer (the "Offer") to acquire all of the outstanding shares of the Company's Class A common stock ("Class A Shares") not owned or controlled by First American at an exchange ratio of 0.58 of a First American common share per Class A Share. In response to the First American press release, the Company announced today that the Special Committee of the Board of Directors of the Company (the "Special Committee") has determined to recommend, on behalf of the Board of Directors of the Company, that the stockholders of the Company accept the Offer and tender their shares pursuant to the Offer when the Offer is commenced by First American.

Morgan Stanley & Co. Incorporated is acting as financial advisor and Dewey & LeBoeuf LLP is acting as legal advisor to the Special Committee.

Notice to stockholders: The Offer described in this communication has not yet commenced and this communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of an appropriate prospectus.

When the Offer is commenced, First American will file an Offer to Exchange and related materials with the Securities and Exchange Commission ("SEC"), and the Company will file with the SEC a Solicitation/Recommendation Statement on Schedule 14D-9. Stockholders are urged to read the Offer to Exchange and related materials and the Solicitation/Recommendation Statement and any amendments thereto filed from time to time, because they will contain important information. Stockholders will be able to obtain a free copy of the Offer to Exchange

-more-

and related materials and the Solicitation/Recommendation Statement at the SEC's Web site at www.sec.gov when they become available. In addition, the Solicitation/Recommendation Statement, if and when filed, as well as the Company's other public SEC filings, can be obtained at www.FADV.com. You may also read and copy any reports, statements and other information filed by First American or the Company with the SEC at the SEC public reference room at 100 F Street N.E., Washington, D.C. 20549. Please call the SEC at 800.732.0330 or visit the SEC's Web site for further information on its public reference room.

About First Advantage Corporation

First Advantage Corporation (NASDAQ: FADV) combines industry expertise with information to create products and services that organizations worldwide use to make smarter business decisions. First Advantage is a leading provider of consumer credit information in the mortgage, automotive and specialty finance markets; business credit information in the transportation industry; lead generation services; motor vehicle record reports; employment background verifications; occupational health services; applicant tracking systems; recruiting solutions; skills and behavioral assessments; business tax consulting services; computer forensics; electronic discovery; data recovery; due diligence reporting; resident screening; property management software and renters insurance. First Advantage ranks among the top companies in all of its major business lines. First Advantage is headquartered in Poway, Calif., and has offices throughout the United States and abroad. More information about First Advantage can be found at www.FADV.com.

First Advantage is a majority-owned subsidiary of The First American Corporation (NYSE: FAF), a FORTUNE 500(R) company that traces its history to 1889. First American is America's largest provider of business information, supplying businesses and consumers with valuable information products to support the major economic events of people's lives. Additional information about the First American Family of Companies can be found at www.firstam.com.

Certain statements in this press release are forward-looking statements. These forward-looking statements generally can be identified by the use of statements that include phrases such as "anticipate", "will", "may", "likely", "plan", "believe", "expect", "intend", "project", "forecast" or other such similar words and/or phrases. Risks and uncertainties exist that may cause results to differ materially from those set forth in these forward-looking statements. Important factors that could cause actual results to differ materially from those contained in the forward-looking statements include the satisfaction of all conditions to the Offer that cannot be waived and the satisfaction or waiver of conditions to the Offer that may be waived. The forward-looking statements speak only as of the date they are made. Except as required by law, the Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made. Investors are advised to consult the Company's filings with the SEC, including its 2008 Annual Report on Form 10-K, 2009 Second Quarter Report on Form 10-Q and any subsequent amendments, for a further discussion of these and other risks.

# # #

Exhibit (a)(9)

October 9, 2009

Dear Stockholder:

On October 9, 2009, The First American Corporation ("First American") commenced an exchange offer to acquire all of the outstanding shares of Class A common stock (the "Class A Shares") of First Advantage Corporation ("First Advantage") not owned or controlled by First American at an exchange ratio of 0.58 of a First American common share per Class A Share (the "Offer").

A Special Committee of the Board of Directors of First Advantage, which is comprised of independent directors who are not affiliated with First American (the "Special Committee"), unanimously recommends, on behalf of the Board of Directors of First Advantage, that First Advantage stockholders accept the Offer and tender their Class A Shares pursuant to the Offer.

The Special Committee is making this recommendation after careful consideration, including a thorough review of the Offer with the Special Committee's legal and financial advisors, and only after determining unanimously that the Offer is fair to and in the best interests of First Advantage and the holders of Class A Shares (other than First American and its affiliates).

Enclosed is a Schedule 14D-9 prepared by First Advantage and authorized by the Special Committee containing certain information concerning the Offer, including the reasons for the Special Committee's favorable recommendation.

In making its recommendation, the Special Committee considered a number of factors, as described in the enclosed Schedule 14D-9. The Special Committee encourages you to review the enclosed Schedule 14D-9 in its entirety and to consult with your own tax and other advisors to determine the particular consequences to you of the Offer.

Thank you for your careful consideration of this matter.

Sincerely,

The Special Committee of the Board of Directors of First Advantage

Barry Connelly
Donald E. Nickelson
David Walker

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

NORFOLK COUNTY RETIREMENT SYSTEM, on behalf of itself and all others similarly situated,	)	C.A. No
Plaintiff,	)	
vs.	)	
THE FIRST AMERICAN CORPORATION, FIRST ADVANTAGE CORPORATION, and PARKER S. KENNEDY,	)	
Defendants.	)	

VERIFIED CLASS ACTION COMPLAINT

Plaintiff, by and through its undersigned counsel, for its Verified Class Action Complaint against Defendants, alleges upon personal knowledge with respect to it, and upon information and belief based, *inter alia*, upon the investigation of counsel as to all other allegations herein, as follows:

NATURE OF THE ACTION

1. This is a class action on behalf of the public shareholders of First Advantage Corporation ("First Advantage" or the "Company"). On June 29, 2009, First Advantage announced that its parent company, The First American Corporation ("First-American"), made an unsolicited offer to acquire all of the issued and outstanding shares of the Company's common stock not already owned by First American at a fixed exchange ratio of 0.5375 of a share of First American common stock for each share of the Company's common stock (the "Proposed Transaction"). The proposed exchange ratio represents an offer price of $14.04 per share and a 10.2 percent premium to First Advantage's stock price, based on First American's and First Advantage's closing stock prices on June 26, 2009. The terms of the Proposed

Transaction significantly undervalues First Advantage. Indeed, First American has chosen this particular moment in time to buy out First Advantage's minority shareholders in breach of the fiduciaries duties it owes to them.

2. As First Advantage's majority shareholder, First American is required to establish the entire fairness of any acquisition of the public stock of First Advantage it does not already own. As alleged herein, the Proposed Transaction is not entirely fair and is an opportunistic attempt by First American to benefit itself at the expense of First Advantage's shareholders, to whom it owes fiduciary duties.

PARTIES

3. Plaintiff Norfolk County Retirement System ("Norfolk") has over 9,500 active and retired members from 40 governmental units throughout the County of Norfolk, Massachusetts, and has approximately $500 million in assets under management. At all times relevant hereto, Norfolk has been and is a holder of First Advantage common stock and has held such shares since prior to the wrongs complained of herein.

4. Defendant First American is a corporation with headquarters in Santa Ana, California. First American's shares trade on the New York Stock Exchange under the symbol "FAF." According to a Form 10-K filed with the Securities and Exchange Commission ("SEC") on February 26, 2009, First American and its affiliates control over 97 percent of the total voting power of First Advantage and, therefore, First American has the right to control the outcome of any matter submitted for the vote or consent of First Advantage's stockholders, unless a separate class vote is required under Delaware law. As the majority controlling shareholder of First Advantage, First American owes the Company's shareholders fiduciary obligations of good faith, fair dealing, due care and full and fair disclosure.

5. Defendant First Advantage is a corporation duly organized and existing under the laws of the State of Delaware. The Company maintains its principal office in Poway, California. First Advantage shares trade on the NASDAQ exchange under the symbol "FADV." As of March 10, 2009, there were 12,005,420 shares of Class A common stock outstanding and 47,726,521 shares of Class B common stock outstanding.

6. Defendant Parker S. Kennedy ("Kennedy") has been the Chairman and Director of First Advantage since 2003. In addition, Kennedy has been the Chairman and Chief Executive Officer of First American since 2003. Kennedy was President of First American from 1993 until 2004. Prior to that time, he served as Executive Vice President from 1986 to 1993 and was appointed to its Board of Directors in 1987. Kennedy has been employed by First American's primary subsidiary, First American Title Insurance Co., since 1977.

RELEVANT NON-PARTIES

7. J. David Chatham ("Chatham") has been a Director of First Advantage since 2003. Chatham serves on First Advantage's audit committee. Chatham has also been a Director of First American since 1989, and chairs its audit committee and is a member of the Executive Committee.

8. Frank V. McMahon ("McMahon") has been a Director of First Advantage since April 2006. McMahon serves as the chair of First Advantage's acquisition committee and serves on its compensation committee. He also serves as the Vice Chairman of First American and is Chief Executive Officer of First American's Information Solutions Group.

CLASS ACTION ALLEGATIONS

9. Plaintiff brings this action pursuant to Court of Chancery Rule 23, individually and on behalf of the public shareholders of First Advantage Class A common stock (the "Class").

The Class specifically excludes Defendants herein, and any person, firm, trust, corporation or other entity related to, or affiliated with themselves.

10. This action is properly maintainable as a class action.

11. The Class is so numerous that joinder of all members is impracticable. As of March 10, 2009, there were 12,005,420 shares of Class A common stock outstanding. Members of the Class are scattered throughout the United States and are so numerous that it is impracticable to bring them all before this Court.

12. Questions of law and fact exist that are common to the Class and which predominate over questions affecting any individual Class member including, among others:

(a) Whether First American, as a majority shareholder of First Advantage, has breached the fiduciary duties it owes to Plaintiff and the Class in connection with the Proposed Transaction;

(b) Whether Defendants have adequately disclosed all material information concerning the Proposed Transaction to First Advantage shareholders; and

(c) Whether Plaintiff and the other members of the Class will be irreparably damaged if Defendants' conduct complained of herein continues.

13. Plaintiff is committed to prosecuting this action and has retained competent counsel experienced in litigation of this nature. Plaintiff s claims are typical of the claims of the other members of the Class and Plaintiff has the same interests as the other members of the Class. Accordingly, Plaintiff is an adequate representative of the Class and will fairly and adequately protect the interests of the Class.

14. The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications with respect to individual members of the

Class, which would establish incompatible standards of conduct for Defendants, or adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of the other members not party to the adjudications or substantially impair or impede their ability to protect their interests. Plaintiff anticipates that there will be no difficulty in the management of this litigation as a class action.

15. Preliminary and final injunctive relief on behalf of the Class as a whole is entirely appropriate because Defendants have acted, or refused to act, on grounds generally applicable and causing injury to the Class.

SUBSTANTIVE ALLEGATIONS

A. First American Controls First Advantage

16. First Advantage is an international provider of risk mitigation and business solutions. First Advantage was formed by the June 5, 2003 merger with First American's screening technology division and US SEARCH.com Inc. ("US SEARCH"), discussed *infra*. As a result of the June 5, 2003 merger, First American and its affiliates own 100 percent of First Advantage's Class B common stock, which has ten votes per share compared to one vote per share of First Advantage's Class A common stock. Accordingly, since its inception, First American has controlled over 97 percent of the total voting power of First Advantage. First Advantage's minority stockholders have little or no influence over matters submitted to First Advantage stockholders for consideration. To wit, First American has the right to control the outcome of any matter submitted for the vote or consent of First Advantage's stockholders—for example, the voting power to control the election of First Advantage's board of directors and to cause an amendment of First Advantage's certificate of incorporation or bylaws without minority stockholder approval.

17. Since the June 5, 2003 merger, First Advantage has grown—primarily through acquisitions—to become one of the nation's leading single source providers of risk mitigation and business process solutions, with more than 80,000 clients. Indeed, nimble in its independence, First Advantage has acquired at least 45 "best-in-class companies" since its June 2003 spin-off. These "best-in-class companies" have been brought together under the First Advantage brand name and have propelled the Company to success. Today, First Advantage's operations are organized into six business segments: (1) Lender Services, (2) Data Services, (3) Dealer Services, (4) Employer Services, (5) Multifamily Services, and (6) Investigative and Litigation Support Services.

B. Historical Growth: First Advantage's FirstAmerican/FAST Roots

18. Prior to the June 5, 2003 merger, the following now wholly-owned subsidiaries of First Advantage were wholly-owned subsidiaries of First American and made up the FAST division: (1) HireCheck, (2) Employee Health Programs, (3) SafeRent, (4) Substance Abuse Management, (5) American Driving Records, and (6) First American Registry.

19. In the late 1990s, First American initiated a diversification strategy which called for, among other things, the combination of one of its core competencies—data management and analysis—with businesses that were counter-cyclical to its long-standing real estate related products and services. First American also sought a business that was complementary to its rapidly growing credit reporting business, First American CREDCO. First American management initially focused on the background screening industry—an information-intensive business with a heavy demand for credit reports and a relatively tangential tie to the real estate market.

20. In September 1998, First American began its entry into the employee screening industry by acquiring HireCheck. HireCheck, headquartered in St. Petersburg, Florida, and now

referred to as First Advantage Background Services Corp., is today the principal subsidiary through which First Advantage's Employer Services segment provides employment screening services. In the same month, First American also entered the resident screening industry by acquiring First American Registry, now known as First Advantage SafeRent, headquartered in Rockville, Maryland. First Advantage SafeRent, the largest resident screening company in the United States, is today the principal subsidiary through which First Advantage's Multifamily Services segment provides resident screening products.

21. In August 2001, First American entered the occupational health services business by acquiring Milwaukee, Wisconsin-based Substance Abuse Management. Five months later, in January 2002, First American further added to the menu of services offered by the FAST division by acquiring American Driving Records, a Rancho Cordova, California-based provider of motor vehicle reports. One of the largest competitors in its industry, American Driving Records not only brought to the FAST division a formidable player in a key area of the risk management industry, but also enhanced the division's access to motor vehicle records of almost every state in the United States. With American Driving Records, First American purchased ZapApp India Private Ltd., a Bangalore, India-based private limited company that provides technology services to American Driving Records and now to all of First Advantage.

22. In an effort to improve the profitability of the companies then comprising the FAST division, in the second quarter of 2001 First American reorganized the division's management structure by dedicating a single management group to the oversight of all operations. By emphasizing the group as a whole, First American believed this reorganization effort would position the FAST division to pursue cross-selling opportunities, take advantage of mutual supplier relationships and leverage technological developments and resources across the

entire division. It also hoped to focus management on efforts to improve the division's operating margins by increasing the volume of transactions performed using the division's existing systems, whether through internal sales growth or by acquiring businesses with complementary product offerings.

23. In January 2002, First American formally created the FAST division and began reporting the division as a segment in its financial statements.

C. Strategic Acquisitions Following the 2001 FAST Reorganization

24. First American supplemented the division's employee background screening operations by acquiring Factual Business Information, Inc., headquartered in Miami, Florida, in August 2001 and Pretiem Corp., headquartered in Princeton Junction, New Jersey, in December of 2001. These acquisitions provided the division with an expanded customer base for employee screening services in three important employment markets: the Miami metropolitan area, New Jersey and New York State.

25. In the last quarter of 2002, the FAST division completed acquisitions of Employee Health Programs in October and SafeRent in November. The Bethesda, Maryland-based Employee Health Programs brought critical volume to the FAST division's occupational health business. Through the acquisition of Employee Health Programs, the FAST division also expanded the scope of its existing services to include employee assistance programs, which are designed to help troubled employees resolve personal issues that can affect workplace productivity. Employee Health Programs and Substance Abuse Management, now known as First Advantage Occupational Health Services Corp., are today the principal subsidiaries through which the Employer Services segment provides occupational health services. SafeRent, headquartered in Denver, Colorado, brought additional key customers to the FAST division's resident screening business and increased the division's penetration in key markets in the western United States.

D. The June 5, 2003 Merger: First Advantage Goes Public

26. In the June 5, 2003 merger, the companies comprising the FAST division and US SEARCH combined under one umbrella. Pursuant to a Merger Agreement, on June 5, 2003, First American received First Advantage Class B common stock representing approximately 80 percent of the economic interest and 98 percent of the voting interest. The former shareholders of US SEARCH exchanged their outstanding shares of US SEARCH common stock for First Advantage Class A common stock representing, in the aggregate, approximately 20 percent of the economic interest and 2 percent of the voting interest.

27. As of February 27, 2009, First American and its affiliates own 100 percent of First Advantage's Class B common stock, which has ten votes per share compared to one vote per share of Class A common stock. Consequently, since June 2003, First American and its affiliates control more than 97 percent of the total voting power of First Advantage and, therefore, First American has the right to control the outcome of any matter submitted for the vote or consent of First Advantage's stockholders, unless a separate class vote is required under Delaware law.

E. The September 14, 2005 Acquisition

28. On September 14, 2005, the Company acquired First American's CIG Business under the terms of the master transfer agreement. Under the terms of the agreement, First American and its First American Real Estate Solutions ("FARES") joint venture contributed their mortgage, automotive, consumer and specialty finance credit businesses to First Advantage in exchange for 29,073,170 shares of First Advantage Class B common stock. The acquisition of the CIG Business by First Advantage was a transaction between businesses under common control of First American.

F. Other Strategic Acquisitions: 2003-2008

(a) 2003 Acquisitions

29. Since becoming a public company in June 2003, First Advantage actively pursued an acquisition strategy. In August 2003, First Advantage acquired two employment background screening companies, Liberatore Services, Inc. and Total Information Source, Inc., and an occupational health services company, Continental Compliance Systems. In September 2003, First Advantage further expanded its occupational health services with the acquisition of Employee Information Services, Inc. In that same month, First Advantage acquired Omega Insurance Services, Inc., which brought a new investigative services product to First Advantage. In November 2003, First Advantage made three acquisitions: Greystone Health Sciences Corp., a provider of occupational health services; MedTech Diagnostics, Inc., a provider of both occupational health services and employment screening services; and Agency Records, Inc., a provider of motor vehicle records. In December 2003, First Advantage acquired Credential Check & Personnel Services, Inc., an employment screening company.

(b) 2004 Acquisitions

30. During the first quarter of 2004, the Company acquired Quantitative Risk Solutions LLC, Proudfoot Reports Inc., MVR's, Inc., Background Information Systems, Inc., Infocheck Ltd. and Landlord Protect, Inc. During the second quarter of 2004, the Company acquired U.D. Registry, Inc., CoreFacts, LLC, Realeum, Inc., and CIC Enterprises, Inc. During the third quarter of 2004, the Company acquired BackTrack Reports, Inc. and National Background Data, LLC. During the fourth quarter 2004, the Company acquired Business Tax Credit Corp. d/b/a The Alameda Co. and Compunet Credit Services, Inc.

(c) 2005 Acquisitions

31. The Company acquired fifteen companies in 2005. In the second quarter of 2005, the Company acquired Bar None, Inc., a provider of credit-based lead generation, processing and tracking services, which is included in its Dealer Services segment. In the fourth quarter of 2005, the Company acquired majority interest in LeadClick Media Inc., an online lead generation and marketing company. This company is included in First Advantage's Data Services segment. In 2005, First Advantage acquired two businesses from Experian: Experian RES and Credit Data Services, both of which were added to First Advantage's Lender Services segment. Throughout the year, First Advantage added six companies to its Employer Services segment, including ITax Group, Inc., Quest Research Group, Ltd., Recruiternet, Inc., Road Manager Financial Services, Inc., TruStar Solutions, Inc., and majority interests in PrideRock Holding Co., Inc., Recruiternet, Inc., and TruStar Solutions, Inc., together becoming its hiring solutions group. Three companies were added to First Advantage's Investigative and Litigation Support Services segment in 2005. They were Data Recovery Services, Inc., Phoenix Research Corp. and True Data Partners. First Advantage also acquired The Info Center and Jenark Business Systems, Inc., which are both included in First Advantage's Multifamily Services segment.

(d) 2006 Acquisitions

32. First Advantage acquired eleven companies in 2006. Nine of those acquisitions–SkillCheck Inc., National Data Verification Services, Brooke Consulting, HR Logix LLC, Inquest, Inc., Accufacts Pre-Employment Screening, Inc., DecisionHR USA, Inc., Refsure Worldwide Pty Ltd., and Single Source Services, Inc.—are included in First Advantage's Employer Services Segment. Two of these—Evident Data, Inc. and DataSec UK Ltd.—are included in First Advantage's Investigative and Litigation Support Services segment.

(e) 2007 Acquisitions

33. First Advantage acquired two companies in 2007. In February 2007, the Company acquired RE Austin, Ltd., an international employment screening company which is included in the Employer Services segment. In December 2007, First Advantage acquired CredStar, which is included in the Lender Services segment.

(f) The 2008 Acquisition

34. First Advantage acquired one company in 2008. In February 2008, the Company acquired Verify, Ltd., an international employment screening company, which is included in the Employer Services segment.

G. First Advantage's Strong Business Prospects

35. Since the Company went public in 2003, its profits and overall success have grown tremendously. From 2005 to 2007, revenues at First Advantage were $643.8 million, $797.8 million, and $824.3 million, respectively. Despite adverse market conditions in 2008, First Advantage recorded revenues in the impressive amount of $780.0 million. The Company recorded revenues of $203.2 million in the first quarter of 2009, which represented a 4.7 percent quarter-over-quarter increase and 0.4 percent year-over-year growth. In addition, book value per share has risen steadily over the past seven years, from $10.45 in 2005 to $15.01 at 2008 year-end ($11.60 in 2006; $14.95 in 2007). At March 31, 2009, the Company's book value per share was $15.08. As recently as April 22, 2009, the Company's stock reached $15.81 (still off of its 52-week high of $18.75).

H. First American Opportunistically Seeks to Acquire 100% Ownership of First Advantage

36. On June 29, 2009, less than six years after going public and during a period of depressed share prices, the Company and First American announced the Proposed Transaction.

Pursuant to the terms of the offer, First Advantage's shareholders would receive, at a fixed exchange ratio, 0.5375 of a share of First American common stock for each share of First Advantage common stock—an exchange ratio that represents an offer price of $14.04 per share and a 10.2 percent premium to First Advantage's stock price, based on First American's and First Advantage's closing stock prices on June 26, 2009.

37. The press release issued by the Company stated, in pertinent part, as follows:

> The First American Corporation (NYSE: FAF), America's largest provider of business information, today announced that it has made an offer to acquire the issued and outstanding common stock of its publicly traded subsidiary, First Advantage Corporation (NASDAQ: FADV).
>
> Under the terms of the offer, First Advantage's shareholders would receive, at a fixed exchange ratio, 0.5375 of a share of First American common stock for each share of First Advantage common stock. The proposed exchange ratio represents an offer price of $14.04 per share and a 10.2 percent premium to First Advantage's stock price, based on First American's and First Advantage's closing stock prices on Friday, June 26, 2009.
>
> "Acquiring the minority interest in First Advantage will enhance our financial flexibility, reduce organizational complexity and provide greater overall operational efficiency," stated Parker S. Kennedy, chairman and chief executive officer of The First American Corporation. "We believe this transaction will boost the financial strength of First American as we continue to prepare for the separation of our Information Solutions and Financial Services businesses."
>
> First American indirectly owns approximately 74 percent of First Advantage's common stock. First American's offer, which is expected to be accretive to earnings in 2010, is subject to customary conditions, including the execution of a definitive agreement and the receipt of necessary approvals.

38. The Proposed Transaction must meet the requirements of entire fairness, which requires that Defendants bear the burden of proving that both the price offered and the process leading to the Proposed Transaction are fair to First Advantage's minority shareholders. The

Proposed Transaction imposes heightened fiduciary responsibilities and requires enhanced scrutiny by the Court. The terms of the Proposed Transaction, however, were not the result of an auction process or active market check—the terms were arrived at without a full and thorough investigation of strategic alternatives, and they are intrinsically unfair and inadequate from the standpoint of First Advantage's minority shareholders.

39. In setting the terms of the Proposed Transaction, First American—who owns approximately 97 percent of the voting power associated with First Advantage's common stock—has placed its own interests above the interests of the members of the Class and has therefore breached its fiduciary duties.

40. The Proposed Transaction is financially unfair. The consideration to be paid to Class members is unfair and inadequate because, among other things: (a) the intrinsic value of the stock of the Company is materially in excess of $14.04 per share, giving due consideration to the prospects for growth and profitability of the Company in light of its revenues and earning power, present and future; and (b) the offer price is an inadequate premium to the public shareholders of First Advantage. Indeed, as recently as April 22, 2009, First Advantage traded at $15.81.

41. The market immediately reacted to First American's inadequate offer by surging ahead of the Proposed Transaction Price intraday on June 29, 2009. First Advantage stock closed at $15.07 per share on June 29, 2009.

42. First American is intent on paying the lowest price to Plaintiff and the Class, whereas it is duty-bound to maximize shareholder value. Defendants have clear and material conflicts of interest and are acting to better their own interests at the expense of First Advantage's public shareholders. Among other things, First American essentially controls the Company and its proxy machinery.

43. Because First American has a 100 percent interest in the Company's Class B stock, no third party bid for the Company could succeed as a practical matter because the success of such a bid would require the consent and cooperation of First American. Thus, Defendants will be able to proceed with the Proposed Transaction without an auction or other type of market check to maximize value for the Company's public shareholders.

44. The stock value that First American has offered has been dictated by First American to serve its own interests, and it is being imposed by First American and its representatives on First Advantage's board to force First Advantage's shareholders to relinquish their shares at a grossly unfair price. Such action constitutes unfair dealing.

45. Because First American is in possession of proprietary corporate information concerning First Advantage's future financial prospects, the degree of knowledge and economic power between First American and the Class is unequal, making it grossly and inherently unfair for First American to obtain the remaining First Advantage shares at the unfair and inadequate price offered.

46. One Morgan Keegan analyst has already opined,

> First American chose this opportune time, given the inexpensive valuation to bring them back in ...
>
> Forty to 50 percent of [First Advantage's] markets are really hurting right now, yet the company is still generating good cash. First Advantage is still a bargain at 15 bucks.

47. An acquisition by First American of the public shares of First Advantage is subject to the exacting entire fairness standard, under which First American must establish fair dealing and a fair price. Unless the Court enjoins the Proposed Transaction, Defendants will

engage in further breaches of its fiduciary duties to the Company's shareholders by seeking to consummate such a transaction, and these actions will result in irreparable harm to the members of the Class.

FIRST CAUSE OF ACTION

Claim for Breach of Fiduciary Duties

48. Plaintiff repeats and realleges each allegation set forth herein.

49. By offering grossly inadequate value for First Advantage's shares, First American is violating its duties as a majority shareholder.

50. Any buyout of First Advantage's public shareholders by First American on the terms announced will deny Class members their right to share proportionately and equitably in the true value of First Advantage's valuable and profitable business and future growth in profits and earnings at a time when the Company is poised to increase its profitability.

51. Defendants' fiduciary obligations under these circumstances require them to:

(a) adequately insure that no conflicts of interest exist between Defendants' own interests and its fiduciary obligation of entire fairness, and if such conflicts exist, to ensure that all the conflicts are resolved in the best interests of First Advantage's public shareholders; and

(b) provide First Advantage's stockholders with genuinely independent representation in the negotiations with First American.

52. By reason of the foregoing, Defendants have breached and will continue to breach their duties to the minority public shareholders of First Advantage, are engaging in improper, unfair dealing and wrongful and coercive conduct, and have acted to put their personal interests ahead of the interests of First Advantage's shareholders.

53. Unless enjoined by this Court, Defendants will continue to breach their fiduciary duties owed to Plaintiff and the other members of the Class, and are prepared to consummate the Proposed Transaction on unfair and inadequate terms which will exclude the Class from its fair proportionate share of First Advantage's valuable assets and businesses, all to the irreparable harm of the Class, as aforesaid.

54. Plaintiff and the other class members are immediately threatened by the acts and transactions complained of herein, and lack an adequate remedy at law.

55. By the acts, transactions and courses of conduct alleged herein, Defendants are attempting to advance their interests at the expense of Plaintiff and other members of the Class.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and relief as follows:

A. Declaring that this action may be maintained as a class action and certifying Plaintiff as the Class Representative and Plaintiff s counsel as Class Counsel;

B. Preliminarily and permanently enjoining Defendants and all persons acting in concert with them, from proceeding with, consummating, or closing the Proposed Transaction;

C. In the event Defendants consummate the Proposed Transaction, rescinding it and setting it aside or awarding rescissory damages to Plaintiff and the Class;

D. Directing Defendants to account to Plaintiff and the Class for their damages sustained because of the wrongs complained of herein;

E. Awarding compensatory damages against Defendants in an amount to be determined at trial, together with pre-judgment and post-judgment interest at the maximum rate allowable by law;

F. Awarding Plaintiff the costs of this action, including reasonable allowance for Plaintiffs attorneys' and fees including experts' fees; and

G. Granting such other and further relief as this Court may deem just and proper.

Dated: July 7, 2009

Respectfully submitted,

FINGER, SLANINA & LIEBESMAN, LLC

/s/ Sidney S. Liebesman

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Counsel for Norfolk County Retirement System and Proposed Class Counsel

ELECTION OF DIRECTORS

NOMINEES FOR ELECTION OF DIRECTORS

Our charter documents require our entire board of directors to be elected annually. Our board has designated the persons listed below as candidates for election. Each is currently serving as a director. Unless otherwise specified in the proxy card, the proxies solicited by the board will be voted "FOR" the election of these candidates. In case any of these candidates becomes unavailable to stand for election to the board, an event that is not anticipated, the proxy holders will have full discretion and authority to vote or refrain from voting for any substitute nominee in accordance with their judgment.

The terms of directors elected at the annual meeting expire at the 2010 annual meeting or as soon thereafter as their successors are duly elected and qualified. The board has no reason to believe that any of the nominees will be unable or unwilling to serve as a director if elected.

Directors are elected by a plurality vote of shares present at the meeting, meaning that the nominee with the most affirmative votes for a particular seat is elected for that seat. If you do not vote for a particular nominee, or if you withhold authority to vote for a particular nominee on your proxy card, your vote will not count either "for" or "against" the nominee.

Ten directors will be standing for election at the annual meeting. None of the nominees has a family relationship with the other nominees, any existing director or any executive officer of our company. Pursuant to the stockholders agreement dated as of December 13, 2002 among First American, FirstMark Capital, L.L.C. (formerly known as Pequot Private Equity Fund II, L.P.) and us, First American and each of its affiliates have agreed to vote its shares for one nominee designated by FirstMark. However, FirstMark has not designated a nominee to the board of directors.

The board recommends a vote "**FOR**" the election of each nominee listed below.

Parker S. Kennedy. Chairman and Director since 2003, Mr. Kennedy, 61, has been the Chairman and Chief Executive Officer of our parent company, The First American Corporation, since 2003. He was President of The First American Corporation from 1993 until 2004. Prior to that time, he served as executive vice president from 1986 to 1993 and was appointed to its board of directors in 1987. Mr. Kennedy has been employed by The First American Corporation's primary subsidiary, First American Title Insurance Company, since 1977. He was appointed Vice President of that company in 1979, joined its board of directors in 1981, appointed Executive Vice President in 1983, and became President in 1989. Mr. Kennedy graduated from the University of Southern California with a Bachelor's degree in economics, and received his law degree from Hastings College of the Law, San Francisco.

Anand Nallathambi. Director since 2007, Mr. Nallathambi, 47, was appointed to serve as Chief Executive Officer of First Advantage in March 2007 and President of First Advantage in September 2005 following First Advantage's acquisition of the Credit Information Group from The First American Corporation. He serves as a member of the First Advantage acquisition committee. Prior to joining First Advantage, Mr. Nallathambi served as President of The First American Corporation's Credit Information Group and as President of First American Appraisal Services from 1996 to 1998. He also serves as a member of the board of the Consumer Data Industry Association, an international trade association. Mr. Nallathambi holds a Bachelor degree in Economics from Loyola University in Madras, India, and an MBA from California Lutheran University.

J. David Chatham. Director since 2003, Mr. Chatham, 58, also serves on the First Advantage Corporation's audit committee and has been a director of The First American Corporation since 1989, and chairs its audit committee and is a member of the executive committee. Since 1989, Mr. Chatham has also been a member of the board of directors of First American Title Insurance Company, First American's wholly-owned title insurance underwriter. He is President and Chief Executive Officer of Chatham Holdings, LLC, a real estate development company. Mr. Chatham graduated from the University of Georgia with a Bachelor of Business Administration degree, majoring in real estate and urban development, and completed the management of family-held corporation program at the Wharton School of Business at the University of Pennsylvania.

Barry Connelly. Director since 2003, Mr. Connelly, 68, also serves on the First Advantage Corporation's audit, nominating and corporate governance committees. Mr. Connelly is a credit information consultant to foreign governments and financial services organizations around the world. He is a director on the board of Collection House LTD, a company listed on the Australian Exchange; a director on the board of Microbilt Corp., a privately-held credit services company; and also serves on the joint venture board of directors of Huaxia/Dun & Bradstreet China. In 2002, he retired from the Consumer Data Industry Association after 33 years of service, including eight years as President. Mr. Connelly graduated from the University of Missouri with a Bachelor of Journalism degree.

Jill Kanin-Lovers. Director since 2006, Ms. Kanin-Lovers, 57, serves as the chair of the First Advantage Corporation's compensation committee and is part of its nominating and corporate governance committee. She is a member of the board of directors for BearingPoint, a global management and technology consulting firm, where she chairs the compensation committee and serves on the nominating and governing committees; Dot Foods, one of the nation's largest food redistributors, where she chairs the compensation committee and serves on the nominating committee; and Heidrick & Struggles, a leading global search firm, where she chairs the compensation committee and serves on the audit committee. Currently, Ms. Kanin-Lovers teaches "Corporate Governance and Business Ethics" for the Rutgers University Mini-MBA program and "Executive Compensation" for the Rutgers University Global Executive HR Master's program. Previously, she was Senior Vice President of Human Resources and Workplace Management at Avon Products, Inc., held a series of senior corporate human resources executive positions at American Express and IBM, and began her career in management consulting with Towers Perrin as Vice President and Manager responsible for global compensation practice. Ms. Kanin-Lovers holds a Bachelor degree from State University of New York, a Masters degree from the University of Pennsylvania and an MBA from the Wharton School of Business at the University of Pennsylvania.

Frank V. McMahon. Director since April 2006, Mr. McMahon, 49, in addition to serving on the board of directors of First Advantage Corporation, serves as the chair of its acquisition committee and serves on its compensation committee. He also serves as the Vice Chairman of The First American Corporation and is Chief Executive Officer of The First American Corporation's Information Solutions Group. Previously, he was a Managing Director of the Investment Banking Division of Lehman Brothers, Inc. and was responsible for managing their western region financial institutions group, as well as their U.S. asset management sector from 1999 to 2006. Prior, Mr. McMahon was a Managing Director at Merrill Lynch. Mr. McMahon received a Bachelor degree in Economics from Villanova University and his MBA from Duke University.

Donald Nickelson. Director since 2003, Mr. Nickelson, 76, in addition to serving on the board of directors of First Advantage Corporation, chairs its nominating and corporate governance committee and is a member of its compensation committee and acquisition committee. Currently, he serves as Vice Chairman and Director of Harbour Group Industries Inc., a leveraged buy-out firm; as a director of Adolor Corporation, where he is a member of the compensation committee and audit committee; on the advisory board of Celtic Pharmaceutical Holdings, L.P.; as Chairman of the advisory board of Celtic Therapeutics; and as Chairman of Cross Match Industries. Previously, Mr. Nickelson served as President of PaineWebber Group, an investment banking and brokerage firm, and as Lead Trustee of the Mainstay Mutual Funds Group. He has also served on numerous boards, including: as Chairman of the Pacific Stock Exchange; Omniquip International, Inc.; Greenfield Industries; Vie Financial Group; and Flair Corporation.Inc.; as director of the Chicago Board Options Exchange; W.P. Carey & Co., LLC; Royalty Pharma AG; Allied Healthcare Products; DT Industries; Selectide Corporation; and Sugen, Inc.

Donald Robert. Director since 2003, Mr. Robert, age 49, in addition to serving on the board of directors of First Advantage Corporation, is a member of its compensation committee. He serves as Chief Executive Officer and director of Experian Plc., an information technology business listed on the London Stock Exchange. Prior to his current appointment, Mr. Robert was Chief Operating Officer and President of Experian's Information Solutions business unit before becoming Chief Executive Officer of Experian North America. Previously, he was a Group Executive of The First American Corporation with responsibility for its Consumer Information and Services Group; President of Credco, Inc., the nation's largest specialized credit reporting company and now part of First Advantage Corporation. Mr. Robert holds a Bachelor degree in Business Administration from Oregon State University.

D. Van Skilling. Director since 2005, Mr. Skilling, 75, in addition to serving on the board of directors of First Advantage Corporation, serves as a member of its audit committee. Mr. Skilling is the President of Skilling Enterprises. He also currently serves as a member of the board of directors for several companies, including: The First American Corporation, where he is lead director and sits on the audit, nominating, corporate governance, and executive committees; Onvia, where he is a director, chairs the compensation committee, and serves on the nominating and governance committees; and American Business Bank, where he is a member of the compensation committee. He retired from his post as Chairman and Chief Executive Officer of Experian Information Solutions, Inc. (formerly TRW Information Systems & Services), following a 26-year career with them. Mr. Skilling earned an MBA in International Business from Pepperdine University and a Bachelor degree in both Chemistry and Zoology from Colorado College.

David Walker. Director since 2003, Mr. Walker, 55, in addition to serving on the board of directors of First Advantage Corporation, is the chair of its audit committee and serves on the acquisition committee. Mr. Walker, a Certified Public Account and a Certified Fraud Examiner, is currently the Director of the Programs of Accountancy and Social

Responsibility and Corporate Reporting in the College of Business at the University of South Florida, St. Petersburg, and is a consultant on corporate governance matters. Mr. Walker is also a member of the boards of directors of Chicos FAS, Inc., CommVault Systems, Inc. and Technology Research Corporation, Inc., where he chairs its compensation committee. Previously, he served as a partner with Arthur Andersen LLP. Mr. Walker earned a Bachelor degree from DePauw University in Economics and Mathematics, and an MBA from the University Of Chicago Graduate School Of Business.

INFORMATION ABOUT OUR BOARD OF DIRECTORS

Composition of Board and Committees

Our board of directors oversees our business affairs and monitors the performance of management. Management is responsible for the day-to-day operations of our company. As of the date of this proxy statement, our board has ten directors and the following committees: audit, nominating and corporate governance, compensation and acquisition. The membership during the last fiscal year and the function of each of the committees are described below. Each of the committees, except the nominating and corporate governance committee, is required to be comprised of three or more members of the board.

We held five board meetings in 2008. Each director attended at least 75% of all board meetings and applicable committee meetings. We strongly encourage our board of directors to attend our annual meeting of stockholders, and any member who misses three consecutive annual meetings will be removed. The following table lists membership of our board of directors and board committees:

	Committees			
Name of Director	Audit	Nominating and Corporate Governance	Compensation	Acquisition
Parker Kennedy				
Anand Nallathambi				X
J. David Chatham	X			
Barry Connelly	X	X		
Jill Kanin-Lovers		X	X*	
Frank McMahon			X	X*
Donald Nickelson		X*	X	X
Donald Robert			X	
D. Van Skilling	X			
David Walker	X*			X

X = Committee Member; X* = Committee Chair

Independence Matters

Our board has determined that each of our directors is independent within the meaning of applicable NASDAQ Stock Market and Securities and Exchange Commission rules, except for Mr. Kennedy, who is chairman and chief executive officer of our parent company, First American, Mr. Nallathambi, who is our chief executive officer and president, and Mr. McMahon, who is the vice chairman and chief executive officer of First American. In considering director independence, the board studied the shares of First Advantage common stock beneficially owned by each of the directors as set forth under “Security Ownership of Certain Beneficial Owners and Management,” although the board generally believes that stock ownership tends to further align a director’s interests with those of First Advantage’s other stockholders. In addition, as part of this review, the board considered the fact that Mr. Robert is the chief executive officer of Experian Group, a subsidiary which owns approximately 6.3% of our Class A common stock, and determined that this relationship does not interfere with the exercise of Mr. Robert’s independence from First Advantage and its management.

We are a “controlled company” within the meaning of the NASDAQ Marketplace Rules because First American controls more than 50% of our voting power. As such, we rely on NASDAQ Marketplace Rule 4350(c)(5), which allows controlled companies to be exempt from rules requiring (a) the compensation and nominating committees to be composed solely of independent directors; (b) the compensation of the executive officers to be determined by a majority of the independent directors or by a compensation committee composed solely of independent directors; and (c) director nominees to be selected or recommended for the board’s selection either by a majority of the independent directors or by a nominating committee composed solely of independent directors.

Our independent directors meet in executive session immediately following each regularly scheduled meeting of the board of directors. In addition, our independent directors may meet as they determine appropriate from time to time.

Audit Committee. Our board established the audit committee for the primary purposes of overseeing the financial reporting processes of our company and audits of our financial statements. Our board of directors has made an affirmative determination that each member of the audit committee (a) is an "independent director" as that term is defined by NASDAQ Marketplace Rules and the rules and regulations under the Securities Exchange Act of 1934, as amended, which we refer to as the "Exchange Act", and (b) satisfies NASDAQ Marketplace Rules relating to financial literacy and experience. Our board of directors has further determined that Messrs. Chatham and Walker satisfy the criteria for being an "audit committee financial expert" as such term is defined in Item 407(d)(5) of Regulation S-K promulgated by the Securities and Exchange Commission.

The audit committee is solely responsible for selecting our independent registered certified public accounting firm ("independent public accountants"); approving in advance all audit services and related fees and terms; and approving in advance all non-audit services, if any, provided by our independent public accountants and related fees and terms. The audit committee also oversees our internal control system, evaluates the independence of our independent public accountants, oversees our internal audit function, reviews financial information in our quarterly reports, and oversees the audit performed by our independent public accountants. The committee reports any significant developments with respect to its duties to the full board. The audit committee met nine times during 2008. Our board of directors has adopted a written audit committee charter (a copy of which may be viewed on the Corporate Governance page of the Investor Relations section of our website located at www.fadv.com or a printed copy may be obtained by making a written request to Bret T. Jardine, Corporate Secretary of First Advantage Corporation, at 100 Carillon Parkway, St. Petersburg, Florida 33716).

Compensation Committee. The compensation committee is responsible for recommending compensation arrangements for our executive officers; evaluating the performance of our chief executive officer; and administering our compensation plans. Except for Mr. McMahon, all members of the compensation committee are independent under the standards for independence established by the applicable NASDAQ Marketplace Rules. The compensation committee met nine times during 2008. Our board of directors has adopted a written compensation committee charter (a copy of which may be viewed on the Corporate Governance page of the Investor Relations section of our website located at www.fadv.com or a printed copy may be obtained by making a written request to Bret Jardine, Corporate Secretary of First Advantage Corporation, at 100 Carillon Parkway, St. Petersburg, Florida 33716). The compensation committee establishes and reviews our overall compensation philosophy. The committee reviews the performance of our chief executive officer and has the sole authority to determine his compensation and reviews and approves the salary of our other executive officers. The committee reviews and recommends to the board for approval our incentive and equity compensation plans, oversees those who are responsible for administering those plans and approves all equity compensation plans that are not subject to stockholder approval. The compensation committee also has the authority to retain compensation consultants as it deems necessary and the sole authority to approve such consultant's fees. When setting executive officer compensation, in the first quarter of each year, the Chief Executive Officer presents a report to the compensation committee containing his recommendation of the upcoming year's salary, bonus and long-term incentive award levels for certain executive officers other than himself. The committee takes the Chief Executive Officer's report under advisement and meets with its own compensation consultant. To obtain objective compensation information, in 2008 the compensation committee engaged Mercer LLC as its compensation consultant. The committee has the full authority to manage all aspects of Mercer's engagement, including approving Mercer's compensation on a monthly basis and the ability, in the compensation committee's sole discretion, to terminate the engagement. Examples of projects assigned to the consultant included the evaluation of the composition of the peer group of companies used to evaluate appropriate compensation levels, evaluation of levels of executive compensation as compared to general market compensation data and the peer companies' compensation data, and evaluation of proposed compensation programs or changes to existing programs.

The compensation committee believes that both management and the consultant provide useful information and points of view to assist the compensation committee in determining its own views on compensation. Although the compensation committee receives information and recommendations regarding the design of the compensation program and level of compensation for the executive officers from both the consultant and management, the compensation committee makes the final decisions as to the design and levels of compensation for these executives.

The compensation committee uses the chief executive officer's report, together with reports that may be prepared by its consultant, to set executive officer salaries and bonuses for the upcoming year. Executive officers are not present during compensation committee or board of directors deliberations concerning their compensation. The chairman of the board is present when setting the chief executive officer's salary and bonus.

***Compensation Committee Interlocks and Insider Participation*.** The members of the compensation committee for 2008 were Ms. Kanin-Lovers and Messrs. McMahon, Nickelson and Robert. As noted above, Mr. McMahon is a Vice

Chairman of First American, our parent company. None of our executive officers have served on the board of directors or compensation committee of any other entity that has or has had one or more executive officers who served as a member of our board of directors or our compensation committee during the 2008 fiscal year.

Nominating and Corporate Governance Committee. Our board of directors has established a nominating and corporate governance committee to (i) assist the board in identifying individuals qualified to become directors and recommending to the board nomination of candidates for election or reelection to the board or to fill board vacancies, (ii) develop and recommend to our board a set of corporate governance principles and (iii) lead the board in complying with those principles. All members of the nominating committee are independent under the standards for independence established by the applicable NASDAQ Marketplace Rules. The nominating and corporate governance committee met twice during 2008.

The nominating and corporate governance committee acts under a written charter adopted by our board of directors (a copy of which may be viewed on the Corporate Governance page of the Investor Relations section of our website located at www.fadv.com or obtained by making a written request to Bret T. Jardine, Corporate Secretary of First Advantage Corporation, at 100 Carillon Parkway, St. Petersburg, Florida 33716) specifying, among other things, the following minimum qualifications for candidates recommended for election to the board:

- impeccable character and integrity;
- the ability to communicate effectively with members of the board, management, auditors and outside advisors;
- a willingness to act independently;
- substantial experience in business, with educational institutions, governmental entities or non-profit organizations;
- the ability to read and understand financial statements and financial analysis;
- the ability to analyze complex business matters;
- no criminal history or a background which could reasonably be expected to damage the reputation of our company;
- does not currently serve as a director, officer or employee of, or a consultant to, a direct competitor of our company; and
- does not cause our company to violate independence requirements under applicable law or the NASDAQ Marketplace Rules.

The committee also will consider, among other factors, whether an individual has any direct experience with our company or its subsidiaries (whether as a director, officer, employee, supplier or otherwise); the individual's experience in the industry in which our company operates; the individual's other obligations and time commitments; whether the individual is an employee of a company or institution having a board of directors on which a senior executive of our company serves; whether the individual has specific knowledge, skills or experience that may be of value to our company or a committee of the board; whether an individual has been recommended by a stockholder of our company, an independent member of the board, another member of the board, senior management of our company or a customer of our company; and the findings of any third parties that may be engaged to assist the committee in identifying directors.

The nominating and corporate governance committee regularly assesses the appropriate size of the board and whether any vacancies on the board are anticipated. Various potential candidates for director are then identified. Candidates may come to the attention of the committee through current board members, professional search firms, stockholders or industry sources. In evaluating the candidate, the committee considers factors other than the candidate's qualifications, including the current composition of the board, the balance of management and independent directors, the need for audit committee expertise and the evaluations of other prospective nominees. In connection with this evaluation, the committee determines whether to interview the prospective nominee, and if warranted, one or more members of the committee, and others as appropriate, interview prospective nominees. After completing this evaluation and interview, the committee makes a recommendation to the full board as to the persons who should be nominated by the board, and the board determines the nominees after considering the recommendation and report of the committee.

The nominating and corporate governance committee recommended the slate of directors proposed for election at the annual meeting, which was unanimously approved by the full board of directors, including unanimous approval by the independent directors.

As part of its role in developing and complying with corporate governance policies, the nominating and corporate governance committee advises the board and the various committees on effective management and leadership, reviews the governing documents of the company (including our certificate of incorporation, bylaws, corporate governance policies and guidelines and code of conduct), provides ongoing advice with respect to conflicts of interest that may arise, and evaluates the current and future governance needs and obligations of the company, our board and the committees in light of "best practices" developments.

Procedure for Stockholder Nominations of Directors

Nominations for the election of directors may only be made by the board of directors in consultation with its nominating and corporate governance committee. As noted above, FirstMark may designate a nominee to the board of directors under the terms of the stockholders agreement dated as of December 13, 2002 among First American, FirstMark Capital and us. However, FirstMark has not designated a nominee to the board of directors. In addition, a stockholder of record who has the power to vote ten percent or more of the outstanding capital stock of our company may recommend to the committee up to one candidate for consideration as a nominee in any 12-month period. The committee will consider a stockholder nominee only if a stockholder gives written notice to Bret T. Jardine, Corporate Secretary of First Advantage Corporation, at 100 Carillon Parkway, St. Petersburg, Florida 33716 not later than the close of business on November 1 of the year immediately preceding the year of the annual meeting of stockholders at which the stockholder desires to have his or her candidate presented to the board. Each such notice must include the name, address and telephone number of the potential nominee; a detailed biography of the potential nominee; and evidence of stock ownership by the presenting stockholder, including the number of shares owned. Nominees properly proposed by eligible stockholders will be evaluated by the nominating and corporate governance committee in the same manner as nominees identified by the committee. To date, no stockholder or group of stockholders having the power to vote ten percent or more of our capital stock has put forth any director nominees.

Stockholder Communications

Our stockholders may communicate directly with the members of the board of directors or individual members by writing directly to it or them in care of Bret T. Jardine, Corporate Secretary of First Advantage Corporation, at 100 Carillon Parkway, St. Petersburg, Florida 33716. Stockholders are required to provide appropriate evidence of their stock ownership with any communications. Communications received in writing are distributed to our board or to individual directors as appropriate depending on the facts and circumstances outlined in the communication received.

EXECUTIVE OFFICERS

(Listed in alphabetical order)

Our executive officers, in addition to Parker Kennedy and Anand Nallathambi are listed below:

Evan Barnett, 61, president of our multifamily services segment since 2003. Previously, Mr. Barnett held senior management positions with Omni International Corporation and related entities, including positions as CFO and Executive Vice President. Prior to his tenure with Omni International, he was employed as a certified public accountant with Grant Thornton LLP. Mr. Barnett served as president of the National Association of Screening Agencies from 2000 to 2003. Mr. Barnett holds agent licensure for property and casualty insurance. He graduated from The American University with a Bachelor of Science degree in accounting and a master's degree in business administration in financial management.

Bret T. Jardine, 42, was appointed Vice President, Associate General Counsel and Corporate Secretary in October 2008 and has been with the company since 2004, acting as Corporate Secretary since 2006. Prior to joining the company, Mr. Jardine was a partner in the law firm of Zimmet, Unice, Salzman, Heyman and Jardine PA. and has been practicing law for nearly 20 years. Mr. Jardine received his undergraduate degree from the University of Florida and his law degree from Stetson University College of Law.

John Lamson, 58, chief financial officer and executive vice president since 2003. Prior to joining the company, Mr. Lamson served as chief financial officer of First American Real Estate Information Services Inc., a wholly-owned subsidiary of First American, a position he held from September 1997 to June 2003. Prior to joining First American, Mr. Lamson spent over five years as a self-employed consultant. Prior to that, Mr. Lamson served as chief financial officer of a financial institution and as a certified public accountant with Arthur Andersen Co. Mr. Lamson is a member of the American Institute of Certified Public Accountants and holds a Bachelor of Arts degree in business administration from the University of South Florida.

Andrew Macdonald, 45, was appointed senior vice president of corporate development in September 2007 and continues to serve as president of the First Advantage Investigative and Litigation Services segment, a position he has held since January 2005. Mr. Macdonald joined the company in 2002 through the HireCheck, Inc. acquisition of Employee Health Programs, Inc. where he served as president and chief financial officer. Following the acquisition, Mr. Macdonald served as president of First Advantage Occupational Health Services Corp. and then as vice president and corporate development officer for First Advantage. He is a member of the Oxford College Board of Counselors. Mr. Macdonald received his Bachelor of Arts degree in business administration from Emory University.

Todd Mavis, 47, joined the company as executive vice president-operations on August 1, 2007. Prior to joining the company, Mr. Mavis served as president and chief executive officer of Danka Business Systems from April 2004 to March 2006, having joined Danka Business Systems in 2001. From 1997 to 2001, Mr. Mavis was executive vice president of Mitchell International, a leading information provider and software developer for insurance and related industries. From 1996 to 1997, Mr. Mavis was senior vice president—worldwide sales and marketing of Checkmate Electronics, Inc. Mr. Mavis holds a Bachelor of Arts degree in marketing and administration from the University of Oklahoma and a masters degree in business administration from San Diego State University.

Akshaya Mehta, 49, has been the executive vice president-corporate infrastructure since August 2007. From 2003 to August 2007, Mr. Mehta served the company as chief operating officer and executive vice president. Previously, Mr. Mehta served as executive vice president and chief operating officer of American Driving Records, Inc., a wholly-owned subsidiary of ours. Mr. Mehta has over 15 years of management experience and over 20 years of technology development expertise. Prior to joining American Driving Records, Inc. in 1999, Mr. Mehta served as division vice president of product development at Automatic Data Processing, Inc., vice president of development at Security Pacific Bank, and Deputy Head of Development at UBS London. Mr. Mehta earned a masters degree in computer science at the Imperial College of the University of London after obtaining a Bachelor of Science degree in physics and medical physics from Queen Elizabeth College of the University of London.

Thomas Milligan, 53, was appointed Vice President and Corporate Treasurer in 2003. He previously served as Treasurer of First American Real Estate Information Services, Inc. which he joined in January 1998. Among other duties, Mr. Milligan manages the corporate treasury function, and other financial management, planning and related analysis for the company. Prior to 1998, Mr. Milligan was Director of Finance for IMC Mortgage Company. Before joining IMC, he provided acquisition financing with Household Commercial Finance and worked in the Chicago office of Deloitte & Touche. Mr. Milligan received his undergraduate business degree from the University of Florida and an MBA from Keller Graduate School of Management. He is also a Certified Public Accountant.

Lisa Steinbach, 45, was appointed Vice President and Corporate Controller in 2003. Prior to joining the company, Ms. Steinbach was Controller of First American Real Estate Information Services Inc., a position she held since joining the company in 1997. Other prior experience includes over 12 years of increasing responsibility with certified public accountants Cherry Bekaert and Holland, Alfa Romeo Distributors of North America, and Eckerd Corporation. Ms. Steinbach is a certified public accountant in Florida and received her Accounting degree from Florida State University.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The table below sets forth information, as of March 10, 2009, concerning (a) each person who is known to us to be the beneficial owner of more than 5% of First Advantage Corporation's Class A common stock and Class B common stock; (b) each of our named executive officers; (c) each director; and (d) all of the directors and executive officers as a group. Unless otherwise indicated, to our knowledge, all persons listed below have sole voting and investment power with respect to their shares, except to the extent spouses share authority under applicable law. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission. In computing the number and percentage of shares beneficially owned by a person, shares that may be acquired by such person within 60 days of March 10, 2009 are counted as outstanding, while these shares are not counted as outstanding for computing the percentage ownership of any other person.

	Class A Common		Class B Common	
Name[1]	Number of Shares Beneficially Owned	Percent of Class[2]	Number of Shares Beneficially Owned	Percent of Class[2]
Holders of 5% or More				
FADV Holdings LLC[3][4] The First American Corporation First American Real Estate Information Services, Inc. First American Real Estate Solutions LLC 1 First American Way Santa Ana, California 92797	47,726,521	79.9%	47,726,521	100%
FirstMarkCapital, L.L.C.[5] 1221 Avenue of the Americas New York, New York 10020	2,152,421	17.9%	0	*
Ronald J. Juvonen [6] c/o Downtown Associates 674 Unionville Road Suite 105 Kennett Square Pennsylvania 19348	714,880	5.9%	0	*
Experian Information Solutions, Inc.[4][7] 475 Anton Boulevard 4th Floor Costa Mesa, California 92626	3,784,642	6.3%	0	*
Maverick Capital, Ltd.[8] 300 Crescent Court 18th Floor Dallas, Texas 75201	1,084,915	9.0%	0	*
Dimensional Fund Advisors LP [9] Palisades West, Building One 6300 Bee Cave Road Austin, Texas 78746	876,388	7.3%	0	*
FMR LLC[10] 82 Devonshire Street, Boston Massachusetts 02109	1,090,698	9.1%	0	*
Directors				
Parker Kennedy[11][18]	38,513	*	0	*
Anand Nallathambi[12]	416,813	3.4%	0	*
J. David Chatham[11][13]	16,111	*	0	*
Barry Connelly[11]	14,611	*	0	*
Frank McMahon[11][18]	10,013	*	0	*
Donald Nickelson[11]	14,611	*	0	*
Donald Robert[11]	19,611	*	0	*
Jill Kanin-Lovers[11]	6,279	*	0	*
D. Van Skilling[11]	14,611	*	0	*
David Walker[11]	17,611	*	0	*
Named Executive Officers Who Are Not Directors				
John Lamson[14]	256,716	2.1%	0	*
Todd Mavis[15]	26,803	*		
Akshaya Mehta[16]	246,473	2.0%	0	*
Evan Barnett[17]	132,059	1.1%	0	*
All Directors and Current Executive Officers as a group (14 persons)	1,230,835	10.2%	0	*

* Represents holdings of less than one percent.

(1) Unless otherwise indicated, the address for each of the persons set forth in the table is in care of First Advantage Corporation, 100 Carillon Parkway, St. Petersburg, Florida 33716, and attention: Bret T. Jardine, corporate secretary.

(2) Percentage ownership of each class is calculated based on 12,005,420 shares of Class A common stock and 47,726,521 shares of Class B common stock outstanding, in each case as of March 10, 2009, plus, in the case of percentage ownership of Class A common stock with respect to First American, the number of Class A common shares First American may acquire within 60 days of March 10, 2009 upon full conversion of the Class B common stock owned by it on such date into Class A common stock on a one-for-one basis.

(3) The number of shares of Class A common stock reported includes 47,726,521 shares of Class A common stock that may be acquired upon full conversion of 47,726,521 shares of Class B common stock within 60 days of March 10, 2009.

(4) As reported in Amendment No. 2 to Schedule 13D by First American; FADV Holdings LLC, a Delaware limited liability company; First American Real Estate Solutions LLC, a California limited liability company; and First American Real Estate Information Services, Inc., a California corporation, filed jointly as a "group" within the meaning of Section13(d)(3) of the Exchange Act, FADV Holdings LLC currently is the record owner of 47,726,521 shares of Class B common stock, which are convertible on a one-to-one basis into Class A common stock at the option of FADV Holdings LLC and upon the occurrence of certain events. Subject to FADV Holdings LLC's operating agreement and the Omnibus Agreement (defined below) with Experian, FADV Holdings LLC and First American share voting and dispositive power with respect to 47,726,521 Class B shares because FADV Holdings LLC is the direct owner of such shares and First American holds a controlling interest in FADV Holdings LLC (62.5917%); with First American Real Estate Solutions LLC and First American Real Estate Information Services, Inc., as holders of 36.2840% and 1.1243%, respectively, of the outstanding equity of FADV Holdings LLC. According to Amendment No 2 to Schedule 13D, pursuant to the terms of the Amended and Restated Omnibus Agreement ("Omnibus Agreement") between First American and Experian Information Solutions, Inc., and pursuant to the operating agreement of FADV Holdings LLC, First American and Experian Information Solutions, Inc. have the right to cause FADV Holdings LLC to distribute shares of the Class B common stock to First American, First American Real Estate Information Services, Inc. and Experian Information Solutions, Inc., resulting in 43,726,521 shares of Class A common stock being held by First American; 536,585 shares of Class A common stock being held by First American Real Estate Information Services, Inc.; and 3,463,415 shares of Class A common stock being held by Experian Information Solutions, Inc., immediately following the distribution. The distribution of 3,463,415 shares of Class A common stock to Experian Information Solutions, Inc. is based upon Experian Information Solutions, Inc.'s pro rata portion membership interest in First American Real Estate Solutions, LLC (20%), as more fully described in footnote 7 below.

(5) As reported in the Schedule 13D dated August 25, 2008 filed with the Securities and Exchange Commission. Consists of 2,152,421 shares of Class A common stock, warrants convertible into 42,849 shares of Class A common stock, and options to purchase up to 5,829 shares of Class A common stock exercisable within 60 days of March 10, 2009 formerly held by Pequot Capital Management, Inc. Effective August 20, 2008, FirstMark Capital, L.L.C., a Delaware limited liability company, became the investment manager of certain funds formerly managed by the venture capital division of Pequot Capital Management, Inc. including all of Pequot's interests in the company.

(6) As reported in Amendment No. 2 to Schedule 13G dated February 17, 2009 filed with the Securities and Exchange Commission. Ronald J. Juvonen, managing member of Downtown Associates, L.L.C., general partner of Downtown Associates I, L.P., Downtown Associates II, L.P., Downtown Associates III, L.P. and Downtown Associates V, L.P. (collectively referred to as the "Downtown Funds"). These shares are held by Downtown Associates I, L.P., Downtown Associates II, L.P. and Downtown Associates III, L.P. (collectively referred to as the "Downtown Funds"). The general partner of the Downtown Funds is Downtown Associates, L.L.C. (the "General Partner"). Ronald J. Juvonen, as the Managing Member of the General Partner, has sole power to vote and direct the disposition of all shares of the Class A Common Stock held by the Downtown Funds. For purposes of the reporting requirements of the Exchange Act, Mr. Juvonen is deemed to be the beneficial owner of such securities.

(7) As reported in Amendment No. 1 to Schedule 13G dated February 14, 2006 filed with the Securities and Exchange Commission. Experian Information Solutions, Inc. filed Amendment No. 1 to Schedule 13G with the Securities and Exchange Commission on February 14, 2006 since it may deemed as part of a group with FADV Holdings LLC, First American, First American Real Estate Information Services, Inc., and First American Real Estate Solutions LLC as a result of Experian Information Solutions, Inc.'s 20% ownership interest in First American Real Estate Solutions LLC. First American Real Estate Solutions LLC owns a 36.2840% membership interest in FADV Holdings LLC (with the other members being First American, which owns a 62.5917% membership interest, and First American Real Estate Information Services, Inc., which owns a 1.1243% membership interest). Experian Affiliate Acquisition, LLC, a Delaware limited liability company, in which Experian Information Solutions, Inc. is the sole member, owns beneficially 321,227 shares of Class A common stock and holds full voting and dispositive power of the shares held of record by it. Experian Information Solutions, Inc. does not have voting power or dispositive power over any of the shares owned by FADV Holdings, except that it may cause FADV Holdings, LLC, under certain circumstances, to distribute 17,317,073 shares of Class B stock to First American Real Estate Solutions LLC which would be required to distribute 20% to Experian Information Solutions, Inc. Such Class B common stock would convert automatically into 3,463,415 shares of Class A common stock. Following the distribution of the Class B common stock, it would convert into Class A common stock, resulting in Experian Information Solutions, Inc. owning approximately 6.5% of our

Class A common stock. Experian Information Solutions, Inc. expressly disclaims the existence of a group with any or all of FADV Holdings, First American, First American Real Estate Information Services, Inc. and First American Real Estate Solutions LLC.

(8) As reported in Amendment No. 2 to Schedule 13G dated February 17, 2009 filed with the Securities and Exchange Commission. Maverick Capital, Ltd. is an investment adviser registered under Section 203 of the Investment Advisers Act of 1940 and, as such, may be deemed to have beneficial ownership of the Shares which are the subject of this filing through the investment discretion it exercises over its clients' accounts. Maverick Capital Management, LLC is the General Partner of Maverick Capital, Ltd. Mr. Ainslie is the manager of Maverick Capital Management, LLC and is granted sole investment discretion pursuant to Maverick Capital Management, LLC's Regulations.

(9) As reported in Schedule 13G dated February 9, 2009, filed with the Securities and Exchange Commission. Dimensional Fund Advisors LP is an investment advisor registered under Section 203 of the Investment Advisors Act of 1940, and serves as investment manager to certain other commingled group trusts and separate accounts. These investment companies, trusts and accounts are the "Funds." In its role as investment advisor or manager, Dimensional possesses investment and/or voting power over the shares of Class A common stock that are owned by the Funds, and may be deemed to be the beneficial owner of the shares of Class A common stock that are owned by the Funds. However, all the shares of Class A common stock are owned by the Funds. Dimensional Fund Advisors LP disclaims beneficial ownership of such shares.

(10) As reported in Schedule 13G dated February 9, 2009, filed with the Securities and Exchange Commission. Fidelity Management & Research Company ("Fidelity"), a wholly-owned subsidiary of FMR LLC and an investment adviser registered under Section 203 of the Investment Advisers Act of 1940, is the beneficial owner of 1,090,698 shares or 9.275% of the company's Class A common stock as a result of acting as investment adviser to various investment companies registered under Section 8 of the Investment Company Act of 1940. The ownership of one investment company, Fidelity Financials Central Fund, amounted to 621,721 shares. Edward C. Johnson 3rd and FMR LLC, through its control of Fidelity, and the funds each has sole power to dispose of the 1,090,698 shares owned by the Funds. Members of the family of Edward C. Johnson 3rd, Chairman of FMR LLC, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940, to form a controlling group with respect to FMR LLC. Neither FMR LLC nor Edward C. Johnson 3rd, Chairman of FMR LLC, has the sole power to vote or direct the voting of the shares owned directly by the Fidelity Funds, which power resides with the Funds' Boards of Trustees. Fidelity carries out the voting of the shares under written guidelines established by the Funds' Boards of Trustees.

(11) Includes the following options to purchase shares of Class A common stock exercisable within 60 days of March 10, 2009 and Restricted Stock Units vesting within 60 days of March 10, 2009: Mr. Kennedy 11,667 options and 1,999 Restricted Stock Units, Mr. Chatham 11,667 options and 1,999 Restricted Stock Units; Mr. Connelly 11,667 options and 1,999 Restricted Stock Units, Mr. McMahon 6,667 options and 1,999 Restricted Stock Units, Mr. Nickelson 11,667 options and 1,999 Restricted Stock Units, Mr. Robert 11,667 options and 1,999 Restricted Stock Units, Ms. Kanin-Lovers 3,335 options and 1,999 Restricted Stock Units, Mr. Skilling 6,667 options and 1,999 Restricted Stock Units, and Mr. Walker 11,667 options and 1,999 Restricted Stock Units. Each Restricted Stock Unit is equal to one share of Class A Common Stock upon vesting at which time the restriction ceases.

(12) Includes options to purchase up to 300,050 shares of Class A common stock exercisable within 60 days of March 10, 2009 and 261 shares that are held for the benefit of Mr. Nallathambi by the trustee of the First Advantage Corporation 401(k) Savings Plan.

(13) Includes 1,500 Class A common stock held by Mr. Chatham's spouse.

(14) Includes options to purchase up to 215,000 shares of Class A common stock exercisable within 60 days of March 10, 2009 and 4,485 shares that are held for the benefit of Mr. Lamson by the trustee of the First Advantage 401(k) Plan.

(15) Includes options to purchase up to 16,700 shares of Class A common stock exercisable within 60 days of March 10, 2009.

(16) Includes options to purchase up to 210,000 shares of Class A common stock exercisable within 60 days of March 10, 2009 and 692 shares that are held for the benefit of Mr. Mehta by the trustee of the First Advantage 401(k) Plan.

(17) Includes options to purchase up to 105,000 shares of Class A common stock exercisable within 60 days of March 10, 2009 and 692 shares that are held for the benefit of Mr. Barnett by the trustee of the First Advantage 401(k) Plan.

(18) Messrs. Kennedy and McMahon have entered into agreements with First American requiring them to exercise these option awards and restricted stock awards at the direction of First American and to remit any after-tax benefits they receive as a result.

The following table sets forth as of March 10, 2009 the total number of common shares of First American beneficially owned and the percentage of the outstanding shares so owned, based on 93,100,373 shares of First American common stock outstanding on that date, by:

- each director;
- each named executive officer; and
- all of the directors and executive officers as a group.

Unless otherwise indicated in the notes following the table, those listed are the beneficial owners of the listed shares of First American with sole voting and investment power (or, in the case of individual stockholders, shared power with such individual's spouse) over the shares listed. First American common shares subject to rights exercisable within 60 days of March 10, 2009 are treated as outstanding when determining the amount and percentage beneficially owned by a person or entity.

Name	Number of The First American Corporation Common Shares	Percent of Class
Directors		
Parker Kennedy[1][2]	3,316,918	3.6%
Anand Nallathambi[3]	112,750	*
J. David Chatham[4]	33,692	*
Barry Connelly	0	*
Frank McMahon[5]	235,396	*
Donald Nickelson	0	*
Donald Robert	732	*
Jill Kanin-Lovers	0	*
D. Van Skilling[6]	34,108	*
David Walker	0	*
Named Executive Officers Who Are Not Directors		
John Lamson[7]	4,800	*
Todd Mavis	0	*
Akshaya Mehta[8]	8,642	*
Evan Barnett[9]	5,780	*
All Directors and Executive Officers as a group (14 persons)	3,752,818	4.1%

* Represents holdings of less than one percent.

(1) Of the shares credited to Parker S. Kennedy, chairman of the board and chief executive officer of First American, 11,154 shares are owned directly and 2,896,086 shares are held by Kennedy Enterprises, L.P., a California limited partnership of which Parker S. Kennedy is the sole general partner and D. P. Kennedy, Parker S. Kennedy's father, is one of the limited partners. The limited partnership agreement pursuant to which the partnership was formed provides that the general partner has all powers of a general partner as provided in the California Uniform Limited Partnership Act, provided that the general partner is not permitted to cause the partnership to sell, exchange or hypothecate any of its shares of stock of First American without the prior written consent of all of the limited partners. Of the shares held by the partnership, 463,799 are allocated to the capital accounts of Parker S. Kennedy. The balance of the shares held by the partnership is allocated to the capital accounts of the other limited partners, who are family members of the Kennedys. Except to the extent of his voting power over the shares allocated to the capital accounts of the limited partners, Parker S. Kennedy disclaims beneficial ownership of all shares held by the partnership other than those allocated to his own capital accounts.

(2) Includes options to purchase up to 392,000 shares exercisable within 60 days of March 10, 2009, and 11,515 shares held for the benefit of Mr. Kennedy by the trustee of First American's 401(k) Savings Plan.

(3) Includes options to purchase up to 101,000 shares exercisable within 60 days of March 10, 2009 and 4234 shares are held for the benefit of Mr. Nallathambi by the trustee of the First Advantage 401(k) Savings Plan.

(4) Includes options to purchase up to 5,000 shares exercisable within 60 days of March 10, 2009.

(5) Includes options to purchase up to 180,000 shares exercisable within 60 days of March 10, 2009.

(6) Includes 2,365 shares held by a nonprofit corporation for which Mr. Skilling serves as a director and officer. In his capacity as an officer, Mr. Skilling has the power, acting alone, to direct the voting and disposition of the shares. Also includes 2,833 shares held in three trusts for which Mr. Skilling serves as the trustee. In this position, Mr. Skilling has the power to direct the voting and disposition of the shares. Includes options to purchase up to 5,000 shares exercisable within 60 days of March 10, 2009.

(7) Includes options to purchase up to 4,000 shares exercisable within 60 days of March 10, 2009.
(8) Includes options to purchase up to 8,000 shares exercisable within 60 days of March 10, 2009 and 642 shares are held for the benefit of Mr. Mehta by the trustee of the First Advantage 401(k) Savings Plan.
(9) Includes 2 shares held for the benefit of Mr. Barnett by the trustee of the First Advantage 401(k) Savings Plan.

BUSINESS RELATIONSHIPS AND RELATED TRANSACTIONS

Relationships with First American

We effectively commenced operations on June 5, 2003 with our acquisition of First American's screening technology division and US SEARCH.com, Inc. As consideration for these acquisitions, we issued 100% of our outstanding Class B common stock to First American and 100% of our Class A common stock to former stockholders of US SEARCH.com, Inc. Each share of our Class B common stock entitles the holder to ten votes in any meeting of stockholders. As a result, First American received approximately 80% of the outstanding capital stock of our company and approximately 98% of the voting power in our company. Former stockholders of US SEARCH.com, Inc. received the remaining approximately 20% of our outstanding capital stock. FirstMark, formerly a stockholder of US SEARCH.com, Inc., received approximately 10% of our Class A common stock in the transaction. First American and FirstMark entered into a stockholders agreement concurrently with the acquisitions that granted FirstMark certain registration rights and the right to sell shares of our Class A common stock at the same time First American sells any of our shares under certain circumstances, and generally requires First American to vote for one nominee for director designated by FirstMark. As a controlled subsidiary of First American, we have various relationships with First American, which are described below.

We entered into a reimbursement agreement dated October 11, 2005 with First American whereby we reimburse First American for the actual expenses incurred by us in connection with the participation by certain of our employees in First American's supplemental benefit plan. In 2008, we reimbursed First American $400,055 for actual and interest costs for Anand Nallathambi's participation in the supplemental benefit plan.

On November 7, 2005, we entered into an operating agreement with a subsidiary of First American that sets forth the terms under which we, along with the First American subsidiary, jointly own and operate LeadClick Holding Company, LLC. We have ownership of 70% of LeadClick Holding Company LLC, with the remaining 30% being owned by the First American subsidiary.

First American provides certain legal, financial, technology, administrative and managerial support services to us pursuant to a service agreement that was entered into on January 1, 2004. Under the terms of the service agreement, human resources systems and payroll systems and support, network services and financial systems are provided at an annual cost of approximately $0.3 million. In addition, certain other services including pension and 401(k) expenses, corporate and medical insurance, personal property leasing and company car programs are provided at actual cost. The initial term of the agreement was for one year, with automatic self renewals every six months. First American incurred approximately $8.5 million in service fees for the year ended December 31, 2008.

First American and certain of its affiliates provided sales and marketing, legal, financial, technology, leased facilities, leased equipment and other administrative services to the Credit Information Group. As part of our 2005 acquisition of the Credit Information Group from First American, we entered into an amended and restated services agreement with First American on September 14, 2005. Under the terms of this agreement, First American provides human resources systems and payroll systems and support, network services and financial systems at an annual cost of approximately $4.5 million. In addition, First American provides certain other services (including pension and 401(k) expenses, corporate and medical insurance, personal property leasing and company car programs) at actual cost. The initial term of the agreement was for one year, with automatic self renewals every six months. The amounts allocated to the Credit Information Group are based on management’s assumptions (primarily usage, time incurred and number of employees) as to the proportion of the services used by the Credit Information Group in relation to the actual costs incurred by First American and its affiliates in providing the services. The company incurred approximately $4.5 million in service fees for the year ended December 31, 2008.

We also have an agreement with the First American Corporation dated September 14, 2005 to lease the Credit Information Group’s office space in Poway, California. The lease has an initial term of five years with a one-time option to renew the term for an additional five years. The rent payable under the lease is approximately $169,000 per month, and we are obligated to pay all costs and expenses related to the property, including operating expenses, maintenance and taxes, which were approximately $2.0 million for the year ended December 31, 2008.

Effective January 1, 2003, we entered into an agreement with a subsidiary of First American whereby we act as an agent in selling renters insurance. We receive a commission of 12% of the insurance premiums and 20% of the profits (as defined in the agreement) of the insurance premiums written. Commissions earned in 2008 were approximately $2.5 million.

We also perform employment screening, credit reporting and hiring management services for First American. Total revenue from First American was approximately $4.1 million for the year ended December 31, 2008.

First American Real Estate Solutions, LLC (“FARES”), a joint venture between First American and Experian, owns 50% of a joint venture that provides mortgage credit reports and operations support to a nationwide mortgage lender. In accordance with the terms of the joint venture operating agreement, the mortgage and consumer credit reporting operation of FARES receives a merge fee per credit report issued and is reimbursed for certain operating costs. In connection with the acquisition of the Credit Information Group, FARES entered into an outsourcing agreement where we continue to provide these services to the nationwide mortgage lender. These earnings totaled $5.3 million for the year ended December 31, 2008. Effective January 1, 2008, the Company entered into two agreements (Computer License agreement and a Service Agreement) with Rels Reporting Services, LLC which replaced the original agreements that had provided for charging merge fees on credit reports issued and the reimbursement of the majority of operating costs. These new agreements incorporate a transaction fee and a fixed fee for services, and minimize the reimbursement of operating costs. This management fee is included in service revenue and was $9.8 million for the year ended December 31, 2008. The residual reimbursement for operating costs were $0.4 million for the year ended December 31, 2008.

We, through a subsidiary, perform tax consulting services for First American pursuant to a training grants & incentives services agreement which was entered into in August 2007. We identify grants and tax credits, and match them with First American’s training curriculum and complete the necessary applications as a part of the service offering. Our fees for the training grant services are payable at twenty percent (20%) of the total amount of each approved training grant arranged by us for the benefit of First American. As of this date, there has been no significant revenue recognized under this agreement.

We, through a subsidiary, provide publicly available bankruptcy information to First American pursuant to a data license and information services agreement dated December 27, 2007. The annual fee for these services is $75,000 ($6,250 per month).

Our Lender Services segment has partnered with First American CoreLogic ("FACL") through a series of agreements to provide major national lender consumer data from the FACL databases in a Fair Credit Reporting Act compliant method. In 2008, we purchased data from FACL for a total of $1.9 million.

We have a flood zone determination wholesale service provider agreement, dated March 1, 2008, between First American Hazard Certification LLC, a subsidiary of First American and First Advantage Credco, LLC. Under the terms of this agreement, we are permitted to resell flood products provided by First American to First Advantage Credco's end-user customers. All product costs and pricing are market-based.

We entered into a hiring management license and service agreement, dated January 11, 2008, between a subsidiary of ours, First Advantage Enterprise Screening Corporation, and First American. Under the terms of the agreement, we will license hiring management solution software to First American and provide certain services and maintenance for the software. The fees for this agreement will be an annual fee of $305,000 (invoiced quarterly). The parties, however, have agreed to suspend performance of this agreement until such time that First American determines to proceed with its previously announced spin-off of a portion of its business.

Relationships with Experian

Experian owns approximately 6.3% of a combination of First Advantage's Class A and Class B common shares and is considered a related party. The cost of credit reports purchased by us from Experian was $24.9 million for the year ended December 31, 2008. We sell background and lead generation services to Experian. Total revenue from these sales was $0.1 million for the year ended December 31, 2008. We have also entered into a registration rights agreement in September 2005 (and which was amended in November 2005) with Experian pursuant to which we have agreed, under certain terms and conditions, to register shares of our Class A common stock that Experian owns.

Related Party Transaction Approval Policy

It is our policy that the audit committee review and approve in advance all related party transactions that are required to be disclosed pursuant to Item 404 of Regulation S-K promulgated by the Securities and Exchange Commission. If advance approval is not feasible, the audit committee must approve or ratify the transaction at the next scheduled meeting of the committee. Transactions required to be disclosed pursuant to Item 404 include any transaction between First Advantage and any officer, director or certain affiliates of First Advantage that has a value in excess of $120,000. In reviewing related party transactions, the audit committee evaluates all material facts about the transaction, including the nature of the transaction, the benefit provided to First Advantage, whether the transaction is on commercially reasonable terms that would have been available from an unrelated third-party and any other factors necessary to its determination that the transaction is fair to First Advantage. Our board of directors has adopted a written Statement of Policy With Respect to Related Party Transactions (a copy of which may be viewed on the Corporate Governance page of the Investor Relations section of our website located at www.fadv.com or a printed copy may be obtained by making a written request to Bret T. Jardine, Corporate Secretary of First Advantage Corporation, at 100 Carillon Parkway, St. Petersburg, Florida 33716).

COMPENSATION DISCUSSION AND ANALYSIS

Overview. This compensation discussion describes and analyzes our compensation practices for the following named executive officers:

- Anand Nallathambi, chief executive officer and president
- John Lamson, chief financial officer and executive vice president
- Todd Mavis, executive vice president of operations
- Akshaya Mehta, executive vice president–corporate infrastructure
- Evan Barnett, president of Multifamily Services Segment

The principal elements of our executive compensation program are:

- base salary
- annual cash incentives
- long-term equity incentives that can be in the form of stock options, restricted stock and restricted stock units, although restricted stock units are currently only being offered to certain members of management.
- other supplemental benefits related to job and work assignments.

We attempt to position the aggregate of these elements at a level commensurate with our size and sustained performance and to base a significant portion of overall compensation on company and individual performance.

***Objectives and Philosophy*.** The overall objectives of our executive compensation program are to:

- Enable First Advantage to attract, motivate and retain key executive talent essential to the achievement of our short-term and long-term business objectives;
- Provide compensation competitive with others in our industry;
- Emphasize performance-based compensation that may only be earned on the achievement of pre-defined business goals and superior individual performance;
- Reward senior executives for achieving pre-defined business goals and objectives; and
- Align the interests of our executives with stockholders.

In setting base salaries for each named executive officer during 2008, the compensation committee reviewed information about compensation levels for similar positions in companies comparable to First Advantage and his or her individual contribution. At the beginning of 2008 the compensation committee originally based the targets for the 2008 annual incentive award on performance relative to pre-established goals, including earnings per share targets, business unit pre-tax profit targets and certain enhancements to company operations each executive is responsible for, however with the global economic downturn the company did not meet its operating income threshold in 2008 to qualify for cash incentive payments in the 2008 senior executive annual incentive plans. As a result, the compensation committee made discretionary awards based on what it believed to be excellent operating, strategic and financial performance in an unprecedented economic environment. Restricted Stock Units, options and restricted stock were granted to provide the opportunity for long-term compensation based upon the performance of our Class A common stock over time and as a retention tool for key executive talent.

Compensation Process.

Compensation Committee. Executive officer compensation is administered by our compensation committee of our board of directors. Our board of directors appoints the compensation committee members and has delegated to the compensation committee the direct responsibility for, among other matters:

- approving, in advance, the compensation and employment arrangements for our executive officers;
- reviewing all compensation and benefit plans and programs in which our executive officers participate; and
- reviewing and recommending changes to all our equity-based plans as appropriate, subject to stockholder approval as required.

Role of Compensation Experts. The compensation committee is authorized to engage compensation consultants and to obtain, at company expense compensation surveys, reports on the design and implementation of compensation programs for

directors, officers and employees, and other data and documentation the compensation committee considers appropriate. The compensation committee has the sole authority to retain and terminate any outside counsel or other experts or consultants engaged to assist it in evaluating the compensation of our directors and executive officers, including the sole authority to approve such consultants' fees and other retention terms. In 2008, the compensation committee engaged Mercer as its compensation consultant. Projects assigned to the consultant include the evaluation of the composition of the peer group of companies, evaluation of levels of our executive compensation as compared to general market compensation and to First Advantage's peer companies, and evaluation of annual incentive plan performance goals.

In January 2008 the Compensation Committee reviewed information on potential comparator companies provided by Mercer and selected a group of 18 peer companies to be considered in determining compensation for 2008. The following 18 were selected from among U.S.-based publicly held companies that are most comparable to us in size and industry:

Acxiom Corporation	Certegy, Inc (formerly Fidelity National Information Services)
Alliance Data Systems Corporation	First Consulting Group, Inc.(1)
CBIZ, Inc.	FTI Consulting Inc.
Choicepoint Incorporated	Global Payments, Inc.
The D&B Corporation	InfoGroup, Inc. (formerly Infousa, Inc.)
Experian	Intersections, Inc.
Equifax Incorporated	Paychex, Inc.
Fair Isaac Corporation	Teletech Holdings Incorporated
Viad Corporation	Total System Services, Inc.

(1) First Consulting was acquired by CSC in 2008 and is therefore no longer a peer company

During January and February 2008 Mercer provided the Committee with competitive market data for First Advantage senior executive compensation programs. The data reflects publicly disclosed data regarding the compensation programs of the named executive officers of the 18 peer companies described above, as well as compensation data from published compensation surveys conducted by major consulting firms. Competitive market data is used by management and the Committee to assist in determining compensation programs (including pay levels and vehicles) for senior executives including the named executive officers. The Committee also engaged Mercer to update this review in September 2008.

Based on this analysis, the compensation committee targets total compensation levels (base salary, annual incentive opportunity and the estimated value of long-term incentive awards as of the date they are granted) for our executive officers generally at competitive market levels. The compensation committee considers this to be within the range of competitive market practice.

Role of Our Executive Officers in the Compensation Process. In the first quarter of each year, the chief executive officer presents a report to the compensation committee recommending the upcoming year's salary, bonus for the prior year, and long-term incentive award levels for named executive officers as well as other executives, other than himself. The compensation committee uses this report and the reports of its consultant to determine executive officer compensation for the upcoming year. Executive officers are not present during compensation committee or board of directors deliberations concerning their compensation. The report by the chief executive officer includes a discussion of the quantitative and qualitative performance for the prior year as well as an assessment by the chief executive officer of the achievement of quantitative and qualitative goals and objectives. The chairman of the board is present when evaluating performance and setting the chief executive officer's salary and bonus.

Components of Compensation.

The components of our 2008 compensation program were structured to provide compensation competitive with comparable companies, to reward the achievement of certain financial and business objectives and as a retention tool for key executive talent.

Base Salaries. Base salaries for our executive officers were set within ranges, targeted around the competitive norm for similar executive positions in similar companies. Individual salaries may be above or below the competitive norm based on the individual's contribution to business results, capabilities and qualifications, potential and the importance of the individual's position to our success. In this context, similar companies are defined as those that are comparable to us in size and scope, and in the nature of their businesses. In early 2008, salaries of our named executive officers were adjusted based on overall strong company financial results for 2007, and to be more commensurate with the pay levels for executives in similar positions within our specified competitive peer group. Mr. Nallathambi's salary was increased from $625,000 to $700,000. Mr. Lamson's salary was increased from $350,000 to $375,000. Mr. Mavis' salary was increased from $325,000 to $375,000. Mr. Mehta's salary was increased from $336,000 to $345,000. Mr. Barnett's salary was increased from $288,750 to $297,400. For 2009, salaries were "frozen" and no increases were provided to executive officers.

Annual Cash Incentive Awards. Our annual bonus plan awards were intended to: (i) compensate executive officers if strategic and financial performance targets are achieved and (ii) reward executive officers for performance in those activities that are most directly under their control and for which they are accountable. Corporate, business unit and individual performance goals under the annual incentive plan were linked to our annual business plan and budget. The total cash compensation (the sum of salary and bonus) for our executive officers was intended to be competitive with market practice for similar executive positions in similar companies when performance goals under the annual bonus plan are achieved.

In February 2008, the compensation committee adopted the senior executive annual incentive plan for fiscal year 2008, which set the performance measurements to be used to determine whether certain senior executives, with the exception of Mr. Nallathambi, were eligible to receive a bonus for 2008. Bonuses granted under the 2008 senior executive annual incentive program were expressed as a percentage of base salary and were awarded based on achieving certain quantitative and qualitative performance goals. Messrs. Lamson, Mavis, Mehta and Barnett were entitled to a cash bonus based on the achievement of their stated goals as long as First Advantage achieved company operating income in 2008 of at least $108,264,000. No cash bonus would have been paid if the threshold operating income goal was not met.

Mr. Nallathambi's senior executive annual incentive plan was adopted by the compensation committee in May 2008 and included both cash bonus and equity bonus components. Mr. Nallathambi was entitled to a cash bonus based on achieving certain quantitative and qualitative goals as long as First Advantage achieved 75% ($108,264,000) of its operating income goal for 2008. Mr. Nallathambi's target cash bonus equaled 100% of his salary. The minimum bonus that he was eligible to receive was 50% of his salary and the maximum bonus was 200% of his salary. Additionally, Mr. Nallathambi was eligible to receive an equity bonus based on achieving certain levels of operating income in 2008. Achieving 75% ($108,264,000) of the company's operating income goal, would result in Mr. Nallathambi receiving a restricted stock unit award in 2009 with a value of $300,000. At achieving 100% ($144,390,000) or greater of the operating income goal, Mr. Nallathambi would receive a restricted stock unit award in 2009 with a value of $600,000. The award value would be pro-rated for achieved levels of operating income between 75% to 100% of goal. In 2009, after audited financial results are publicly released, the actual restricted stock unit award value would be determined. At that time, the award value would be divided by the company's closing stock price on the date the award amount was approved by the compensation committee, resulting in a specific number of restricted stock units. This award then vests ratably in one-third increments over the next 3 years (2010, 2011 and 2012).

Incentive awards issued under the 2008 senior executive annual incentive plans for Messrs. Nallathambi, Lamson, Mavis, Mehta and Barnett are subject to adjustment at the compensation committee's discretion. In making such adjustments, the committee may take into account subjective factors outside the performance measurement goals set for each executive officer at the beginning of the year.

The following summarizes the annual cash incentive plan targets and weightings for each executive officer:

	Target Cash Incentive Award As A Percentage of Salary	Range of Cash Incentive Award As A Percentage of Salary	Percent of Target Incentive Award Value Attributable to Company Quantitative Goals	Percent of Target Incentive Award Value Attributable to Individual Qualitative Goals	Percent of Target Cash Incentive Awarded for 2008 (1)
Anand Nallathambi	100%	50% - 200%	80%	20%	64%(2)
John Lamson	100%	50% - 200%	80%	20%	64%
Todd Mavis	100%	50% - 200%	80%	20%	64%
Akshaya Mehta	100%	50% - 200%	80%	20%	64%
Evan Barnett	100%	50% - 200%	80%	20%	100%

The company did not achieve the threshold level of operating income in 2008 to enable bonus payments to executives. The compensation committee made discretionary awards based on what it believes to be excellent operating, strategic and financial performance in an unprecedented economic environment. The awards for Messrs. Nallathambi, Lamson, Mavis and Mehta approximate the level of operating income achieved against plan. The award for Mr. Barnett

reflects the at plan performance of the Multi-Family business segment that he manages. Additionally, the compensation committee made a discretionary equity bonus award in March 2009 to Mr. Nallathambi. He received a total award value of $162,000, which resulted in 16,200 restricted stock units. The award vests ratably over the next 3 years (2010, 2011 and 2012). The equity bonus program which was in place for the last three years will be discontinued for 2009.

For 2009, the range for cash incentive awards as a percentage of salary has been changed to reflect the current economic conditions. Payouts will not exceed 150% of target and, as with equity incentive awards, will be directly aligned with company performance.

Long-Term Incentive Compensation. We currently administer our long-term incentive compensation through the First Advantage Corporation 2003 Incentive Compensation Plan. A total of 7.0 million shares of Class A common stock are available for issuance under the plan. The plan is administered by the compensation committee. At December 31, 2008, 3,491,557 shares of Class A common stock (in the form of options) and 340,499 shares of restricted stock were outstanding under the plan. Options vest over three years at a rate of 33.4% for the first year and 33.3% for each of the two following years. Each option grant expires ten years after the grant date, and restricted stock vests over three years at a rate of 33.3% for the first two years and 33.4% for the last year. Restricted stock units vest over three years at a rate of 33.3% for the first two years and 33.4% for the last year.

The primary purposes of the long-term incentive program are to align the interests of executive officers and other key employees with those of our stockholders and to attract and retain key executive talent. Employees eligible for the long-term incentive program include those who are determined by the compensation committee to be in key policy-setting and decision-making roles, and to have responsibilities that contribute significantly to achieving our earnings goals. The size of an individual's long-term incentive award is based primarily on individual performance, the individual's responsibilities and position. Long-term incentive award values are intended to be competitive with market practice for similar executive positions in similar companies.

In 2005, we provided an opportunity for executive officers to elect to receive restricted stock units representing our stock in lieu of some or all of the executive officers' annual bonus payments. To provide an incentive to acquire our shares through this program, and thereby align executive officers' interests more closely with those of our stockholders, we provided a 33% match on these restricted stock unit purchases. These restricted stock units were subject to vesting requirements based on the executive's continued employment. Eligibility for this program was determined by the compensation committee in its discretion. We may decide to offer this opportunity again in the future. Currently, this program is not being offered.

In 2006, the compensation committee adopted the Flexible Long-Term Incentive Plan. This plan was offered in 2006 and in 2007 and was administered under the 2003 Incentive Compensation Plan. The purpose of this plan was to ensure that First Advantage achieves its long-term goals and objectives. Participants in the program were identified at the beginning of each year. Participants were permitted to make an annual election of the form of awards from among (i) stock options (our current program), (ii) restricted stock (full-value shares of stock), (iii) restricted stock units (phantom units that the participant can convert to full-value shares at some future date of their choosing), or (iv) a combination thereof. All equity incentives granted under the plan have a 3-year graded time-based vesting schedule. Continued employment and satisfactory performance is required to meet the vesting requirements. Participants making an election can choose to receive stock options and restricted stock/units (one value share/unit for every three stock options the participant elects not to receive). If participants do not make an election at a chosen date in February, the participant receives options as a default election.

In 2008, the compensation committee decided to discontinue the Flexible Long-Term Incentive Plan and to instead offer only restricted stock units to participants who are identified at the beginning of each year. Participation in the new long term incentive plan, which is administered under the 2003 Incentive Compensation Plan, may vary from year to year. The committee determined that awards of restricted stock units as opposed to other forms of equity grants provides for superior alignment of executives' interests with our shareholders' interest and simultaneously encourages employee stock ownership. Additionally, the committee believes that the use of restricted stock units is a valuable executive retention tool. All equity incentives granted under the plan have a three year graded time-based vesting schedule. Continued employment and satisfactory performance is required to meet the vesting requirements.

For 2009 long term incentive equity awards were reduced in comparison to the number of restricted stock units awarded in 2008 in alignment with company performance and to reflect the current economic conditions.

Participation in The First American Corporation's Benefit Plans. The First American Corporation maintains a pension plan and supplemental benefit plans. Employees of First Advantage and its subsidiaries who were participants in The First American Corporation's defined benefit pension plan prior to First Advantage's June 5, 2003 acquisition of The First American Corporation's screening technology division, and who have become employees of First Advantage or its

subsidiaries in connection with such acquisition generally are permitted to continue their participation in the pension plan, to the extent available to employees of First American. As of December 31, 2001, no new participants were permitted to participate in the defined benefit pension plan. Currently, only Messrs. Nallathambi, Lamson and Barnett participate in this plan.

The First American Corporation maintains both an executive and management supplemental benefit plan that provide retirement benefits for, and pre-retirement death benefits with respect to, certain key management personnel. Under the plans, which were amended in 2007, a participant upon retirement at normal retirement date (the later of age 62 or, unless either waived by The First American Corporation's board of directors, completion of 10 years of service or five years as a plan participant) receives a 50% joint and survivor annuity benefit equal to 30% of "final average compensation" under the executive plan or 15% of "final average compensation" under the management plan. "Final average compensation" is the average annual compensation, generally composed of base salary, cash bonus and sales commissions, for the five-year period ending on December 31 of the calendar year immediately preceding the calendar year in which the participant retires.

The benefit is reduced by 5.952% for each year prior to age 62 in which retirement occurs under the executive plan or 7.143% for each year prior to normal retirement date in which retirement occurs under the management plan.

To be eligible to receive benefits under the plans, a participant must be at least age 55, have been one of The First American Corporation's employees, or an employee of one of its subsidiaries, for at least 10 years under the executive plan or 15 years under the management plan and, unless waived by its board of directors, covered by the plans for at least five years. A pre-retirement death benefit is provided consisting of 10 annual payments, each of which equals 50% of final average compensation. In the event of a "change in control" (as defined in the plans) of The First American Corporation, a participant who retires after the change in control shall receive the same benefits as if he or she were retiring upon the attainment of normal retirement date.

Currently, Mr. Nallathambi is the only named executive officer who participates in the executive plan.

Stock Ownership Requirements. We do not currently have any policy or guidelines that require a specified ownership of our common stock by our directors or executive officers or stock retention guidelines applicable to equity-based awards granted to directors and executive officers. We do, however, encourage senior executives to build ownership commensurate with their level within the organization. In addition, the compensation committee, as part of its deliberations during the year, reviews stock ownership by our directors and officers. As of March 10, 2009, our executive officers as a group owned approximately 2% of our outstanding Class A common stock.

Stock Option Practices. We have awarded all stock options to purchase our Class A common stock to executive officers at the fair market value of our common stock at the grant date. Stock options are only issued four times per year on pre-established grant dates. These award dates occur after the release of our quarterly financial results. All awards are approved by the compensation committee. For 2009, it is the intent of compensation committee that only restricted stock units will be awarded to certain levels of management. To the extent restricted stock units are awarded in 2009, the issuance shall be only four times a year based on the identical pre-established grant dates established by the compensation committee for the issuance of options.

Perquisites and Other Personal Benefits. Supplemental benefits are offered to selected executive officers where they are specifically related to job and work assignments. Our philosophy is to de-emphasize executive perquisites so we only provide certain executive officers with a reimbursement for dues of social organizations for the purpose of enhancing business opportunities and with automobile allowances related to job and work assignments.

Post-termination Compensation.

The First Advantage Corporation 2003 Incentive Compensation Plan calls for accelerated vesting of all awards in the event of a change in control of First Advantage or The First American Corporation. In addition, Mr. Nallathambi participates in the First American Corporation's supplemental benefit plan, which calls for accelerated vesting of all benefits in the event of a change in control of The First American Corporation.

Tax Implications of Executive Compensation. Our aggregate deductions for each named executive officer compensation are potentially limited by Section 162(m) of the Internal Revenue Code of 1986, as amended, to the extent the aggregate amount paid to an executive officer exceeds $1.0 million, unless it is paid under a predetermined objective performance plan meeting certain requirements, or satisfies one of various other exceptions specified in the Internal Revenue Code. The compensation committee considers adoption of plans which can satisfy the requirements of Section 162(m); however, its overall compensation philosophy is not dictated by meeting such requirements.

Approaches for 2009. The current global economic conditions and the widespread concern over executive pay are being addressed by the compensation committee and management as it relates to executive compensation. We believe that our compensation programs are balanced, reasonable and help us retain the world's best talent and are appropriately proportionate to the performance of the Company as a whole. While overall prevailing economic conditions are not necessarily within the control of our executives' ability to dictate Company performance, we believe that it is appropriate for certain components of compensation to decline during periods of economic stress, reduced earnings and lower stock prices. It is in this context that the compensation committee set forth a decision to freeze executive salaries for 2009 and as was done this past year, to align equity incentives with the current status of the economy and with the Company.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table shows the compensation for each individual who served at any time during 2008 as our principal executive officer and our principal financial officer, and the other three most highly compensated executive officers who were serving as our executive officers at the fiscal year ended December 31, 2008 and whose total compensation exceeded $100,000. We refer to each of the individuals named in the table below as "named executive officers".

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($) (4)	Option Awards ($) (4)	Non-Equity Incentive Plan Compensation ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings ($) (5)	All Other Compensation ($) (7)	Total Compensation ($)
Anand Nallathambi,	2008	$700,000	$444,500(2)	$967,254	$1,016,962	$ 0(2)	$ 248,031(6)	$ 37,374	$ 3,414,121
Chief Executive Officer and President	2007	625,000	—	562,564	1,176,159	781,250	314,630	36,778	3,166,875
	2006	525,000	—	420,043	815,527	615,235		34,018	2,724,453
John Lamson,	2008	$375,000	$238,125(2)	$477,699	$ 138,536	$ 0(2)	$ 11,377(6)	$ 20,792	$ 1,261,529
Chief Financial Officer and Executive	2007	350,000	—	348,158	300,940	437,500	28,175	21,965	1,486,738
Vice President	2006	275,000	—	179,658	472,530	326,562	33,365	23,376	1,310,491
Todd Mavis,	2008	$395,533(1)	$238,125	$166,503	$ 104,433	$ 0(2)	$ 0	$ 156,393	$ 1,060,987
Executive Vice President-Operations									
Akshaya Mehta,	2008	$345,000	$219,075(2)	$497,067	$ 27,958	$ 0(2)	$ 0(6)	$ 17,700	$ 1,106,800
Executive Vice President-Corporate	2007	336,000	—	423,031	190,095	328,734	86,999	17,550	1,382,409
Infrastructure	2006	310,000	—	242,052	476,047	346,812	53,563	17,400	1,445,874
Evan Barnett,	2008	$305,979(1)	$297,400(2)	$342,057	$ 11,182	$ 0(2)	$ 11,907	$ 16,500	$ 985,025
President of Multifamily Services	2007	288,750	—	286,212	73,530	295,969	1,887	16,350	962,698
Segment	2006	275,000	74,250(3)	162,648	230,683	160,704	4,160	16,200	923,645

(1) The company adopted a voluntary buyback program of Accrued Paid Time Off for all employees in 2008. Messrs. Barnett and Mavis participated in this program. Mr. Barnett's salary comprises an annual salary of $297,400 and a buyback of accrued Paid Time Off totaling $8,579. Mr. Mavis' salary comprises an annual salary of $375,000 and a buyback of accrued Paid Time Off totaling $20,533.

(2) The company did not meet its operating income threshold in 2008 to qualify for cash incentive payments in the 2008 senior executive annual incentive plans. The compensation committee made discretionary awards based on what it believes to be excellent operating, strategic and financial performance in an unprecedented economic environment. The awards for Messrs. Nallathambi, Lamson, Mavis and Mehta approximate the level of operating income achieved against plan. The award for Mr. Barnett reflects at-plan performance of the Multi-Family business segment that he manages.

(3) Reflects a portion of Mr. Barnett's 2006 annual incentive plan award for which a specific performance metric was modified by the compensation committee to reflect business conditions occurring after the plan metrics were originally approved by the compensation committee. The actual payment was based on the performance level achieved and was calculated consistent with the terms of the annual incentive plan.

(4) The dollar amounts recorded in the table for the stock awards and the option awards have been computed in accordance with Statement of Financial Accounting Standards No. 123, (as revised in 2004) ("SFAS No.123R"). Under SFAS 123R, our compensation cost relating to a stock or option award is generally computed over the period of time in which the named executive officer is required to provide service to us in exchange for the award. For more information about the assumptions used to determine the cost of these awards reported in the table, see Note 2, "Summary of Significant Accounting Policies" to First

Advantage's consolidated financial statements as set forth in the First Advantage's Form 10-K for the year ended December 31, 2008. These option awards are for First Advantage Corporation and The First American Corporation.

(5) Reflects only positive increases in values in The First American Corporation Pension Plan, The First American Corporation Executive Supplemental Benefit Plan and The First American Corporations Deferred Compensation Plan.

(6) Excludes loss of investment earnings during 2008 in The First American Deferred Compensation Plan of $(143,016) for Mr. Nallathambi, $(120,362) for Mr. Lamson, and $(385,015) for Mr. Mehta.

(7) The table below sets forth a detailed breakdown of the items which comprise "All Other Compensation" for 2008:

Name	Perquisites and other Personal Benefits[8]	Registrant Contributions to Defined Contribution Plans[9]	Insurance Premiums	Tax Reimbursements	Total All Other
Anand Nallathambi	$ 29,745	$ 6,900	$ 729	—	$ 37,374
John Lamson	$ 12,858	$ 6,900	$ 1,034	—	$ 20,792
Todd Mavis	$ 84,084	$ 6,900	—	65,409[10]	$156,393
Akshaya Mehta	$ 10,800	$ 6,900	—	—	$ 17,700
Evan Barnett	$ 9,600	$ 6,900	—	—	$ 16,500

(8) Reflects car allowances and club membership dues for all executives. Also, includes $74,484 of relocation expenses paid on behalf of Mr. Mavis by the company.

(9) Represents First Advantage's matching contribution in February 2009 to participants' 2008 deferrals in the First Advantage 401(k) Savings Plan.

(10) Reflects the gross-up by the company of federal, state and local income taxes with respect to the taxable portion of Mr. Mavis' relocation expense reimbursements

Grants of Plan-Based Awards

The following table provides information concerning equity-based compensation granted to the named executive officers during 2008 under the First Advantage Corporation 2003 Incentive Compensation Plan.

Name	Grant Date	Estimated Future Payouts Under Equity Incentive Plan Awards (1)			All Other Stock Awards: Number of Shares of Stock or Units (#)	Grant Date Fair Value of Stock and Option Awards ($)
		Threshold (#)	Target (#)	Maximum (#)		
Anand Nallathambi	2/26/2008				45,000(2)	$ 912,600
	3/3/2008				55,000(3)	$ 1,119,800
	5/3/2008	$300,000	$600,000	$600,000		
John Lamson	3/3/2008				29,470(3)	$ 600,009
Todd Mavis	3/3/2008				29,470(3)	$ 600,009
Akshaya Mehta	3/3/2008				19,646(3)	$ 399,993
Evan Barnett	3/3/2008				12,279(3)	$ 250,000

(1) This award represents a portion of Mr. Nallathambi's annual incentive plan, as approved by the compensation committee, based on achieving certain levels of operating income for 2008. The threshold award level is a restricted stock unit award with a value of $300,000, and the target and maximum award values are both $600,000. The actual number of restricted stock units to be awarded will be determined by dividing the final award value (based on the level of operating income achieved) by the closing stock price on the award determination date in 2009. This award will vest in one-third increments over the next 3 years (2010, 2011 and 2012).

(2) This award represents a portion of Mr. Nallathambi's 2007 annual incentive compensation plan. The compensation committee determined in February 2008 that Mr. Nallathambi earned 45,000 shares based on attaining certain earnings per share levels. The threshold award under the 2007 plan was for 5,000 restricted stock units, the target award was for 40,000 units and the maximum award was for 55,000 units. The restricted stock unit award vests in one-quarter increments over the next 4 years (2009, 2010, 2011 and 2012).

(3) All awards are for restricted stock units, which vest ratably over 3 years (2009, 2010 and 2011).

Additional Information Relating to Our Summary Compensation and Grants of Plan-Based Awards Tables

The compensation plans under which remuneration was paid and grants in the following table were made to our named executive officers are generally described in under "Compensation Discussion and Analysis" above.

Outstanding Equity Awards at Fiscal Year-End – First Advantage Corporation

The following table provides information concerning unexercised options, unvested stock and equity incentive plan awards outstanding related to First Advantage's Class A common stock as of December 31, 2008 for each named executive officer.

	Option Awards					Stock Awards	
		Number of Securities Underlying Unexercised Options [2] (#)				Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)[1]
Name	Grant Date	Exercisable	Unexercisable	Option Exercise Price ($)	Option Expiration Date		
Anand Nallathambi	9/15/2005	200,000		$27.070	9/15/2015		
	2/22/2007	33,400	66,600	$26.760	2/22/2017		
	3/30/2007	16,700	33,300	$23.970	3/30/2017		
						138,0479[3]	$ 1,953,365
James Lamson	6/4/2003	50,000		$21.625	6/4/2013		
	12/22/2003	50,000		$18.400	12/22/2013		
	2/22/2005	75,000		$19.490	2/22/2015		
	2/21/2006	26,680	13,320	$24.930	2/21/2016		
						56,254[4]	$ 795,994
Todd Mavis	8/15/2007	16,700	33,300	$18.540	8/15/2017		
						29,470[5]	$ 417,001
Akshaya Mehta	6/4/2003	50,000		$21.625	6/4/2013		
	12/22/2003	85,000		$18,400	12/22/2013		
	2/22/2005	75,000		$19.490	2/22/2015		
						$ 40,654[6]	$ 575,254
Evan Barnett	6/4/2003	50,000		$21.625	6/4/2013		
	12/22/2003	25,000		$18,400	12/22/2013		
	2/22/2005	30,000		$19.490	2/22/2015		
						$ 26,905[4]	$ 380,706

(1) Based on the December 31, 2008 closing stock price of $14.15.

(2) Options vest over three years on the anniversary of the grant date at a rate of 33.4% for the first year and 33.3% for each of the two following years.

(3) 9,040 shares vested February 22, 2009, 9,040 shares will vest February 22, 2010, 9,040 shares will vest February 22, 2011, 11,250 shares vested February 26, 2009, 11,250 shares will vest February 26, 2010, 11,250 shares will vest February 26, 2011, 11,250 shares will vest February 26, 2012, 18,314 shares vested March 3, 2009, 18,313 shares will vest March 3, 2010, and 18,313 shares will vest February 3, 2011.

(4) 6,777 shares will vest February 20, 2010, 6,667 shares will vest February 21, 2010, 6,660 shares vested on February 22, 2009, 6,680 shares will vest February 22, 2010, 9,813 vested on March 3, 2009, 9,823 shares will vest on March 3, 2010 and 9,823 will vest March 3, 2011.

(5) 9,813 shares vested March 3, 2009, 9814 shares will vest on March 3, 2010 and 9,843 shares will vest March 3, 2011.

(6) 6,660 shares vested on February 22, 2009, 6,680 shares will vest February 22, 2010, 6,488 shares vested on March 3, 2009, 6,488 shares will vest March 3, 2010 and 6,488 shares will vest March 3, 2011.

(7) 4,454 shares vested on February 22, 2009, 4,454 shares will vest February 22, 2010, 4,093 shares vested March 3, 2009, 4,093 shares vest on March 3, 2010 and 4,093 shares will vest March 3, 2011.

Outstanding Equity Awards at Fiscal Year-End – The First American Corporation

The following table provides information concerning unexercised options as of December 31, 2008 for each of Messrs. Nallathambi, Lamson and Mehta under First American's 1996 Stock Option Plan, 1997 Director's Stock Plan and 2006 Incentive Compensation Plan.

Name	Option Awards Grant Date	Number of Securities Underlying Unexercised Options (#) Exercisable	Unexercisable	Option Exercise Price ($)	Option Expiration Date
Anand Nallathambi	2/24/2000	6,000		$14.000	2/24/2010
	12/13/2001	15,000		$19.200	12/13/2011
	7/23/2002	10,000		$19.100	7/23/2012
	2/27/2003	30,000		$22.850	2/27/2013
	2/26/2004	10,000	10,000(1)	$30.560	2/26/2014
	2/28/2005	10,000	20,000(1)	$36.550	2/28/2015
John Lamson	3/12/2003	2,000		$ 26.35	3/12/2013
	4/1/2003	2,000		$ 26.35	4/1/2013
Akshaya Mehta	1/24/2002	8,000		$ 18.89	1/24/2012

(1) Options vest pro rata over five years on the anniversary of the grant date at a rate of 20% per year.

Options Exercised and Stock Vested

The following table provides information concerning the exercise of stock options, SARs and similar instruments and vesting of stock, including restricted stock, restricted stock units and similar instruments, related to First Advantage's Class A common stock during 2008 for each of the named executive officers on an aggregate basis.

	Stock Awards	
Name	Number of Shares Acquired on Vesting (#)	Value Realized on Vesting ($)
Anand Nallathambi	19,934	$383,933
John Lamson	10,570	$202,368
Todd Mavis	—	—
Akshaya Mehta	18,215	$351,139
Evan Barnett	12,107	$233,531

The First American Corporation Benefit Plans

Certain of our employees are eligible to participate in the following benefit plans maintained by First American for the benefit of certain officers and employees of First American and its subsidiaries, including ours' and our subsidiaries' officers and employees.

Pension Plan and Supplemental Benefit Plan

The following table provides information with respect to each plan that provides for payments or other benefits to the named executive officers following, or in connection with, retirement.

Name	Plan Name	Number of Years of Credited Service (#)	Present Value of Accumulated Benefit ($)	Payments During Last Fiscal Year ($)
Anand Nallathambi	The First American Corporation Pension Plan	14.00	$ 53,417	
	The First American Corporation Executive Supplemental Benefit Plan		$1,491,702	
John Lamson	The First American Corporation Pension Plan	11.25	$ 84,318	
Todd Mavis	—	—	—	

Name	Plan Name	Number of Years of Credited Service (#)	Present Value of Accumulated Benefit ($)	Payments During Last Fiscal Year ($)
Akshaya Mehta	—	—	—	
Evan Barnett	The First American Corporation Pension Plan	10.25	$ 96,032	

Additional Information Relating to Our Pension Plan and Supplemental Benefit Plan Table

Pension Plan. Employees of First Advantage and its subsidiaries who were participants in First American's defined benefit pension plan prior to First Advantage's June 5, 2003 acquisition of First American's screening technology division, and who have become employees of First Advantage or its subsidiaries in connection with such acquisition generally are permitted to continue their participation in the pension plan, to the extent available to employees of First American. As of December 31, 2001, no new participants were permitted to participate in the defined benefit pension plan.

In order to participate, during plan years ending on or prior to December 31, 1994, an employee was required to contribute 1.5% of pay (i.e., salary, plus cash bonuses, commissions and other pay) to the plan. As a result of amendments to the pension plan that were adopted in 1994, during plan years commencing after December 31, 1994, an employee was not required to contribute to the plan in order to participate. As a result of further amendments, which were adopted in 2000, the pension plan will not accept new participants after December 31, 2001.

A participant generally vests in his accrued benefit attributable to First American's contributions upon the completion of three years of service or, if earlier, the attainment of normal retirement age while an employee. Normal retirement age is defined under the plan as the later of the employee's attainment of age 65 or his third anniversary of participation in the plan.

Upon retirement at normal retirement age, an employee receives full monthly benefits which are equal, when calculated as a life annuity:

- to 1% of the first $1,000 and 1.25% of remaining final average pay (i.e., the average of the monthly "pay," as defined above, during the five highest paid consecutive calendar years out of the last ten years prior to retirement) times the number of years of credited service with First American and its subsidiaries (including First Advantage and its subsidiaries) as of December 31, 1994; and
- to 3/4% of the first $1,000 and 1% of the remaining final average pay times the number of years of credited service with First American and its subsidiaries (including First Advantage and its subsidiaries) subsequent to December 31, 1994.
- Effective December 31, 2000, First American's pension plan was amended to exclude from the calculation of benefits any pay earned after December 31, 2001, and any service earned after December 31, 2005.
- Effective December 31, 2002, First American's pension plan was amended to reduce the rate at which future benefits accrue for participants who had not yet attained age 50 by spreading the accrual of the benefit that would have accrued during 2003 – 2005 over extended periods ranging from 5 to 20 years, depending on the participant's age as of December 31, 2002. The pension plan was amended in February 2008 to eliminate benefit accruals for service after April 30, 2008.
- Effective April 30, 2008, First American's pension plan was amended to "freeze" all benefit accruals for all participants.

An employee with at least three years of participation in the plan may elect to retire after attaining age 55, but prior to age 65, and receive reduced benefits.

First American funds the plan based on actuarial determinations of the amount required to provide the stated benefits. The benefits are not subject to deduction for Social Security payments or any other offsets. Currently, Messrs. Nallathambi, Lamson and Barnett have 14.00, 11.25 and 10.25 years, respectively, of credited service.

The compensation levels shown in the table are less than those set forth in the summary compensation table because the federal tax law limits the maximum amount of pay that may be considered in determining benefits under the tax-qualified pension plan, and First American's pension restoration plan, which is described below, does not make up for these limits for pay exceeding $275,000. The limit on pay that could be recognized by tax-qualified retirement plans was $200,000 as of January 1, 1989. This amount was adjusted for inflation for each year through 1993, when the limit was $235,840. In 1993, this limit was decreased to $150,000 for plan years beginning in 1994. The $150,000 limit has been adjusted for inflation and

was increased to $160,000 as of January 1, 1997, and to $170,000 as of January 1, 2000. The highest final average pay that could be considered in determining benefits accruing under the pension plan before 1994 is $219,224, and since First American's pension plan does not consider pay earned after December 31, 2001, the highest final average pay that can be considered in determining benefits accruing after 1993 is $164,000.

During 1996, First American adopted its pension restoration plan. This plan is an unfunded, nonqualified plan designed to make up for the benefit accruals that are restricted by the indexed $150,000 pay limit. However, in order to limit its expense, the pension restoration plan does not make up for benefit accruals on compensation exceeding $275,000. The pension restoration plan also makes up for benefits that cannot be paid from First American's pension plan because of limitations imposed by the federal tax laws. Vesting of benefits payable to an employee under First American's pension restoration plan occurs at the same time that vesting occurs for that employee in his or her pension plan benefits. The pension restoration plan is effective as of January 1, 1994, but only covers selected pension plan participants who were employees of First American or its participating subsidiaries on that date. As noted above, January 1, 1994, is the date as of which the pay limit for the pension plan was reduced from $235,840 to $150,000. The pension restoration plan excludes pay earned after December 31, 2001, as does the pension plan. The pension restoration plan was amended in February 2008 to eliminate benefit accruals for service after April 30, 2008.

***Supplemental Benefit Plans*.** The First American Corporation maintains executive and management supplemental benefit plans that it believes assist in attracting and retaining highly qualified individuals for upper management positions. The plans provide retirement benefits for, and pre-retirement death benefits with respect to, certain key management personnel selected by The First American Corporation's board of directors, and may include our executives or executives of our subsidiaries at and to the extent selected by The First American Corporation's board of directors. Under the plans that were amended and restated November 1, 2007, upon retirement at normal retirement date (the later of age 62 or, unless either waived by The First American Corporation's board of directors, completion of ten years of service or five years as a plan participant), a participant receives a 50% joint and survivor annuity benefit equal to 30% of "final average compensation" under the executive plan or 15% of "final average compensation" under the management plan. "Final average compensation" is the average annual compensation, generally composed of base salary, cash bonus and sales commissions, for the five-year period ending on December 31 of the calendar year immediately preceding the calendar year in which the participant retires. The benefit is reduced by 5.952% for each year prior to normal retirement date in which retirement occurs under the executive plan or 7.143% for each year prior to normal retirement date in which retirement occurs under the management plan.

To be eligible to receive benefits under the plans, a participant must be at least age 55, have been an employee of The First American Corporation, or an employee of one of its subsidiaries (including our subsidiaries and us), for at least ten years under the executive plan or fifteen years under the management plan and, unless waived by The First American Corporation's board of directors, covered by the plans for at least five years. A pre-retirement death benefit is provided consisting of ten annual payments, each of which equals 50% of final average compensation. Vesting rights under the plans are accelerated in the event of a change in control (as defined in the plans) of The First American Corporation.

The supplemental benefit plans are unfunded and unsecured. The First American Corporation purchases insurance, of which The First American Corporation is the owner and beneficiary, on the lives of the participants in the plans. This insurance is designed to recover, over the life of the plans, The First American Corporation's costs incurred with respect to the plans. Currently, only Mr. Nallathambi is a member of the executive plan and two additional employees have been selected by The First American Corporation board to participate in the management plan. No amounts are payable by us in connection with these plans, other than the reimbursable expenses for administration of the plans.

On October 11, 2005, the company and The First American Corporation entered into a reimbursement agreement, which requires the company to reimburse The First American Corporation for the actual costs associated with the participation of our executives or our subsidiaries' executives in the supplemental benefit plans. In 2008, we reimbursed The First American Corporation $400,055 for actual and interest costs for Mr. Nallathambi's participation in the executive supplemental benefit plan.

Nonqualified Deferred Compensation

The following table provides information with respect to each defined contribution or other plan that provides for the deferral of compensation on a basis that is not tax-qualified for each named executive officer.

Name	Executive Contribution in Last Fiscal Year ($)	Registrant Contribution in Last Fiscal Year ($)	Aggregate Earnings in Last Fiscal Year ($)	Aggregate Withdrawals in Last Fiscal Year ($)	Aggregate Balance at Last Fiscal Year-end ($)
Anand Nallathambi	$ 66,154	$ 0	$ (143,016)	$ 0	$ 306,254
John Lamson	$ 37,500	$ 0	$ (120,362)	$ 0	$ 213,334
Todd Mavis	$ 0	$ 0	$ 0	$ 0	$ 0
Akshaya Mehta	$ 312,297	$ 0	$ (385,015)	$ 0	$ 1,263,389
Evan Barnett	$ 0	$ 0	$ 0	$ 0	$ 0

Additional Information Relating to Our Nonqualified Deferred Compensation Plan Table

Deferred Compensation Plan. First American's deferred compensation plan offers to a select group of management and highly compensated employees of First American and its subsidiaries, including our subsidiaries and us, the opportunity to elect to defer portions of salary, commissions and bonuses. A committee appointed by First American's board is responsible for administering the plan, which became effective January 1, 1998. First American maintains a deferral account for each participating employee on a fully vested basis for all deferrals. Participants can choose to have their cash benefits paid in one lump sum or in quarterly payments upon termination of employment or death. Subject to the terms and conditions of the plan, participants also may elect to schedule in-service withdrawals of deferred compensation and the earnings and losses attributable thereto. For all participants who joined the plan prior to December 31, 2001, the plan provides a pre-retirement life insurance benefit equal to the lesser of 15 times the amount deferred in a participant's first year of participation or $2.0 million. The life insurance benefit is reduced beginning at age 61 by 20% per year. Participants who join the plan after December 31, 2001, are not eligible for any life insurance benefit. First American pays a portion of the cost of such life insurance benefits. Messrs. Lamson, Mehta and Nallathambi participate in this plan. The plan is unfunded and unsecured.

Potential Payments Upon Termination or Change in Control

Name	Benefit	Termination with Cause or for Good Reason	Termination without Cause or Good Reason	Voluntary Termination	Death	Disability	Change in Control	Retirement
Anand Nallathambi,	Stock Options [1]:	$ 0	$ 513,790	$ 513,790	$ 513,790	$ 513,790	$ 513,790	n/a
	Restricted Stock	$ 0	$ 0	$ 0	$1,953,365	$ 472,723	$1,953,365	n/a
	Restricted Stock Units [1]:							
	Pension Plan [2]:	$ 53,417	$ 53,417	$ 53,417	$ 31,032	$ 53,417	$ 53,417	n/a
	Supplemental Benefit Plan [2]:	$ 0	$ 0	$ 0	$5,803,230	$2,137,205	$6,478,747	n/a
	Deferred Compensation Plan [2]:	$ 306,254	$ 306,254	$ 306,254	$ 596,894	$ 306,254	$ 306,254	n/a
	Paid Time-Off [2]:	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	n/a
	Total Value:	$ 429,671	$ 943,461	$ 943,461	$8,968,311	$3,553,389	$9,375,573	$ 0
John Lamson	Stock Options [1]:	$ 0	$ 10,160	$ 10,160	$ 10,160	$ 10,160	$ 10,160	$ 10,160
	Restricted Stock	$ 0	$ 0	$ 0	$ 795,994	$ 95,895	$ 795,994	$ 0
	Restricted Stock Units [1]:							
	Pension Plan [2]:	$ 98,499	$ 98,499	$ 98,499	$ 48,592	$ 98,499	$ 98,499	$ 98,499
	Supplemental Benefit Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Deferred Compensation Plan [2]:	$ 213,334	$ 213,334	$ 213,334	$ 333,334	$ 213,334	$ 213,334	$ 213,334
	Paid Time-Off [2]:	$ 38,942	$ 38,942	$ 38,942	$ 38,942	$ 38,942	$ 38,942	$ 38,942
	Total Value:	$ 350,775	$ 360,935	$ 360,935	$1,227,022	$ 456,830	$1,156,929	$ 360,935
Todd Mavis	Stock Options [1]:	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	n/a
	Restricted Stock	$ 0	$ 0	$ 0	$ 417,001	$ 0	$ 417,001	n/a
	Restricted Stock Units [1]:							
	Pension Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Supplemental Benefit Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Deferred Compensation Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Paid Time-Off [2]:	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	n/a
	Total Value:	$ 0	$ 0	$ 0	$ 417,001	$ 0	$ 417,001	$ 0
Akshaya Mehta	Stock Options [1]:	$ 0	$ 80,000	$ 80,000	$ 80,000	$ 80,000	$ 80,000	n/a
	Restricted Stock	$ 0	$ 0	$ 0	$ 575,254	$ 13,980	$ 575,254	n/a
	Restricted Stock Units [1]:							
	Pension Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Supplemental Benefit Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Deferred Compensation Plan [2]:	$1,263,389	$ 1,263,389	$1,263,389	$1,263,389	$1,263,389	$1,263,389	n/a
	Paid Time-Off [2]:	$ 34,500	$ 34,500	$ 34,500	$ 34,500	$ 34,500	$ 34,500	n/a
	Total Value:	$1,297,889	$ 1,377,889	$1,377,889	$1,953,143	$1,391,869	$1,953,143	$ 0
Evan Barnett	Stock Options [1]:	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
	Restricted Stock	$ 0	$ 0	$ 0	$ 380,706	$ 18,084	$ 380,706	$ 0
	Restricted Stock Units [1]:							
	Pension Plan [2]:	$ 97,508	$ 97,508	$ 97,508	$ 49,400	$ 97,508	$ 97,508	$ 97,508
	Supplemental Benefit Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Deferred Compensation Plan [2]:	n/a	n/a	n/a	n/a	n/a	n/a	n/a
	Paid Time-Off [2]:	$ 23,539	$ 23,539	$ 23,539	$ 23,539	$ 23,539	$ 23,539	$ 23,539
	Total Value:	$ 121,047	$ 121,047	$ 121,047	$ 453,645	$ 139,131	$ 501,753	$ 121,407

(1) Based on the December 31, 2008 closing stock price of $14.15 for First Advantage stock options, restricted stock and restricted stock unit awards, and the December 31, 2008 closing stock price of $28.89 for The First American Corporation's stock option awards.

(2) Based on plan valuations and accrued obligations as of December 31, 2008.

Additional Information Relating to Potential Payments Upon Employment Termination or Change in Control

Change in Control Arrangements

In 2008, none of our executive officers had change in control agreements through First Advantage. However, the First Advantage Corporation 2003 Incentive Compensation Plan calls for accelerated vesting of all awards in the event of a change in control of First American or us. In addition, Mr. Nallathambi participates in First American's supplemental benefit plan, which calls for accelerated vesting of all benefits in the event of a change in control of First American.

A "change in control" for purposes of First American's supplemental benefit plan means any one of the following:

- a merger or consolidation in which stockholders of First American end up owning less than 50% of the voting securities of the surviving entity;
- the sale, transfer or other disposition of all or substantially all of First American's assets or the complete liquidation or dissolution of First American;
- a change in the composition of First American's board over a two-year period without the consent of a majority of the directors in office at the beginning of the two-year period; or
- the acquisition or accumulation by certain persons of at least 25% of First American's voting securities.

A "change in control" for purposes of the First Advantage Corporation 2003 Incentive Compensation Plan means any one of the following:

- an acquisition in one transaction or a series of transactions by any person which results in such person owning more than 50% of the voting power in First American (other than directly from First American);
- an acquisition in one transaction or a series of transactions by any person which results in such person owning more than 50% of our voting power (other than directly from us);
- a merger, consolidation or similar transaction involving First American, unless (a) stockholders of First American end up owning more than 50% of the voting securities of the surviving entity, (b) a majority of the board of First American prior to the transaction constitutes at least a majority of the board of the surviving entity, and (c) First American and its affiliates own collectively 50% or more of the voting power of the surviving entity;
- a merger, consolidation or similar transaction involving us, unless (a) our stockholders end up owning more than 50% of the voting securities of the surviving entity, (b) a majority of our board of directors prior to the transaction constitutes at least a majority of the board of the surviving entity, and (c) we and our affiliates own collectively 50% or more of the voting power of the surviving entity;
- the composition of First American's board is changed without the consent of a majority of the directors in office;
- the composition of our board is changed without the consent of a majority of the directors in office;
- any approval of any plan or proposal for the liquidation or dissolution of First American or us;
- any sale, lease, exchange, transfer or other disposition (in one transaction or a series of related transactions) of all or substantially all of the assets or business of First American to any person (other than a transfer to a company that we own or that is owned by First American or the distribution to First American's stockholders of the stock or any other assets of a company that we own or that is owned by First American); or
- any sale, lease, exchange, transfer or other disposition (in one transaction or a series of related transactions) of all or substantially all of our assets or business to any person (other than a transfer to a company that we own or that is owned by First American, the distribution to our stockholders of the stock or any other assets of a company that we own or is owned by First American, or a transfer or distribution to First American or its affiliates).

Director Compensation

For 2008, non-employee directors received a yearly fee of $30,000. “Non-employee director” means a member of the board who is not also an employee or consultant of the company, a subsidiary or an affiliate. In addition, non-employee directors received the following additional compensation: (i) a chair retainer fee of $10,000 per year for the audit committee chair; (ii) a chair retainer fee of $4,000 per year for the compensation committee chair and for the nominating and corporate governance committee chair; (iii) a member retainer fee of $10,000 per year for each member of the audit committee; (iv) a member retainer fee of $4,000 per year for each member of the compensation committee; (v) a member meeting fee of $1,500 for each meeting of the board; and (vi) a member meeting fee of $1,000 for each meeting attended by members of the audit committee, compensation committee and nominating and corporate governance committee. Non-employee directors also receive an option to acquire 5,000 shares of our Class A common stock upon election to the board. Non-employee directors who have served for six months or more also receive restricted shares of our Class A common stock valued at $65,000 upon reelection. In all cases, the exercise price of options is the fair market value of our Class A common stock on the date of grant. Finally, First Advantage reimburses the directors for travel expenses incurred in connection with their duties as directors of First Advantage. In addition, the company’s by-laws provide each director with certain indemnification rights and we have entered into an indemnity agreement with each member of the board of directors.

The following table provides information concerning the compensation of our directors for the period January 1, 2008 through December 31, 2008. Directors who are also named executive officers have been omitted from this table.

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)(1)	Option Awards ($)(2)	Total ($)
Parker Kennedy(3)	—	$36,077	$12,780	$ 48,857
J. David Chatham	$ 62,000	$36,077	$12,780	$110,857
Barry Connelly	$ 82,000	$36,077	$12,780	$130,857
Jill Kanin-Lovers	$ 77,000	$36,077	$10,284	$123,361
Frank V. McMahon(3)	—	$36,077	$20,520	$ 56,597
Donald Nickelson	$ 82,000	$36,077	$12,780	$130,857
Donald Robert	$ 49,000	$36,077	$12,780	$ 97,857
D. Van Skilling	$ 62,000	$36,077	$23,390	$121,467
David Walker	$ 94,500	$36,077	$12,780	$143,357

(1) The dollar amounts recorded in the table for the restricted stock awards have been computed in accordance with SFAS No. 123R. Under SFAS 123R, our compensation cost relating to a stock or option award is generally computed over the period of time in which the director is required to provide service to us in exchange for the award. For more information about the assumptions used to determine the cost these awards reported in the table, see Note 2. “Summary of Significant Accounting Policies” to First Advantage’s consolidated financial statements as set forth in the First Advantage’s Form 10-K for the year ended December 31, 2008. The grant date fair value of each director’s 2008 restricted stock grant was: $65,000 for each of the directors. The restricted shares vest ratably over a three year-period.

As of December 31, 2008, Ms Kanin-Lovers and Messrs. Kennedy, Chatham, Connelly, McMahon, Nickelson, Robert, Van Skilling and Walker each held 5059 shares of unvested restricted stock.

(2) The values set forth in this column relate to option awards that were granted in 2003, 2004, 2005 and 2006. The dollar amounts recorded in the table for the option awards have been computed in accordance with SFAS No. 123R. Under SFAS 123R, our compensation cost relating to a stock or option award is generally computed over the period of time in which the director is required to provide service to us in exchange for the award. For more information about the assumptions used to determine the cost these awards reported in the table, see Note 2. “Summary of Significant Accounting Policies” to First Advantage’s consolidated financial statements as set forth in the First Advantage’s Form 10-K for the year ended December 31, 2008.

Ms Kanin-Lovers and Messrs. Kennedy, Chatham, Connelly, McMahon, Nickelson, Robert, Van Skilling and Walker held vested options to purchase 3,335, 11,667, 11,667, 11,667, 5,002, 11,667, 11,667, 6,667 and 11,667 shares, respectively, as of December 31, 2008. There were no option grants to non-employee directors made in 2008.

(3) Messrs. Kennedy and McMahon have entered into agreements with First American requiring them to exercise these option awards and restricted stock awards at the direction of First American and to remit any after-tax benefits they receive as a result.

EMPLOYMENT AGREEMENT

(Anand Nallathambi)

EMPLOYMENT AGREEMENT (the "Agreement") dated August 10, 2009 by and between First Advantage Corporation (the "Company") and Anand Nallathambi (the "Executive").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on August 10, 2009 and ending on December 31, 2011 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with December 31, 2011 and on each December 31st thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 60 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's Chief Executive Officer. In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board of Directors of the Company (the "Board"). Executive's principal place of employment shall be in the San Diego, California metropolitan area.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 and 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of $700,000, payable in regular installments in accordance with the Company's usual payment practices. Executive's base salary shall be subject to adjustment by the compensation committee of the Board (the "Committee"), as may be determined from time to time by the Committee in its discretion; provided that Executive's base salary may not be decreased below the initial base salary amount set forth above, other than (x) in connection with a general reduction in base salary which affects all members of the Company's senior management team proportionately and (y) following a First American Transaction (as defined in Section 8(c)(ii)) to the extent such reduction would not constitute Good Reason (as defined in Section 8(c)(ii)). Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") under the Company's annual incentive program (or any successor arrangement) on such terms and conditions, and in such amounts, if any, as determined in the sole discretion of the Committee.

5. Long Term Incentive Compensation. During the Employment Term, Executive shall be entitled to participate in the Company's long-term incentive compensation plan (or any successor arrangement) on such terms and conditions as may be determined by the Committee.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company With Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 8(c)); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) Executive's continued failure substantially to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 10 days following written notice by the Company to Executive of such failure, (B) dishonesty in the performance of Executive's duties hereunder, (C) an act or acts on Executive's part constituting, or plea of guilty or nolo contendere to a crime constituting, (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude, (D) Executive's willful malfeasance or willful misconduct in connection with Executive's duties hereunder or any act or omission which is injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates or (E) Executive's breach of Sections 10 or 11 of this Agreement.

(iii) If Executive's employment is terminated by the Company with Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Obligations").

Following such termination of Executive's employment by the Company with Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Obligations; and

(B) a pro-rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the "Pro-Rata Bonus").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive With Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation with Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean:

(A) **Base Salary Reduction.** The failure of the Company to pay or cause to be paid Executive's Base Salary, when due hereunder or reduction in Executive's Base Salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of the Company), provided that:

(1) Following a First American Transaction, "Good Reason" shall not be deemed to occur based on a reduction in Executive's Base Salary (as long as sub-clause (B) of this Section 8(c)(ii) is not otherwise triggered), unless Executive's Base Salary is reduced below the annual base salary of any employee who is an "Executive Vice President" of The First American Corporation or any of its affiliates or successors.

(B) **Total Annual Compensation Reduction**. A reduction in Executive's total annual compensation opportunity (i.e. the aggregate sum of Executive's Base Salary, target Annual Bonus and target long-term incentive compensation opportunity) for any fiscal year is less than $1.6 million in the aggregate.

(C) **Substantial Diminution in Position, Authority or Responsibilities.** Any substantial diminution in Executive's position, authority or responsibilities from those described herein, provided that:

(1) Except as provided in subclause (2) or (3) below, a change in position, authority or responsibilities that results directly from the Company becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company shall not, itself, constitute "Good Reason";

(2) Following a Qualifying Corporate Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed to occur if, as a result of such transaction (or the transactions contemplated in connection therewith) the Company becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as the Company and if Executive is not provided a position, authorities or responsibilities, substantially similar to his position, authority or responsibilities with the Company, with respect to the parent operating entity resulting from such Qualifying Corporate Transaction; and;

(3) Following a First American Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed not to occur unless, as a result of such transaction (or the transactions contemplated in connection therewith) Executive's title, position, authority or responsibilities are reduced below that of the title, position, authority or responsibilities of any employee who is a "Corporate Executive Vice President" of The First American Corporation or any of its affiliates or successors; or

(D) **Relocation.** Any relocation of Executive's principal place of employment to more than 50 miles from Executive's principal place of employment as described in Section 2(a);

provided that any of the events described in clauses (A), (B), (C) or (D) of this Section shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

For the purposes of this Agreement, a "Qualifying Corporate Transaction" shall mean either (x) a "Change in Control" (as defined in the Company's 2003 Incentive Compensation Plan (as amended from time to time)) or (y) other corporate transaction or reorganization pursuant to which the Company becomes a controlled, non-public subsidiary or division of another entity (excluding for purposes of clauses (x) and (y) any transaction involving The First American Corporation or any of its affiliates or successors). In addition, a "First American Transaction" shall mean either a Change in Control or other corporate transaction or reorganization, in either case, pursuant to which the Company becomes a controlled, non-public subsidiary or division of The First American Corporation or any of its affiliates or successors.

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, Executive shall be entitled to receive:

(A) the Accrued Obligations; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 and execution, within 30 days after the date of Executive's termination of employment, and non-revocation of a general release of claims against the Company and its affiliates:

(1) an aggregate of $1,050,000 payable in equal installments in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until twenty-four months after the date of such termination; provided that the aggregate amount described in this sub-clause (1) shall be reduced by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to Executive under any other plans, programs or arrangements of the Company or its affiliates, including without limitation under the Amended and Restated Change in Control Agreement, dated October 1, 2008, entered into between Executive and The First American Corporation; and

(2) To the extent Executive elects COBRA continuation coverage under Section 4980B of the Code (or under any replacement or successor provision of United States tax law ("COBRA")) with respect to the Company's group health plan(s) for which Executive was eligible immediately prior to the date of Executive's termination of employment, Executive and Executive's spouse and eligible dependents (to the extent covered immediately prior to such termination) shall continue to be eligible to participate in such group health plan(s) pursuant to COBRA commencing on the date of Executive's termination of employment with the Company and ending on the earlier to occur of (x) twenty-four months following the date of Executive's termination of employment with the Company and (y) the date Executive is or becomes eligible for coverage under the group health plan(s) of another employer, at the same premium cost as is generally applicable to actively employed executives of the Company (such period, the "Continued Coverage Period"); provided, however, that to the extent that such coverage is longer than eighteen months and cannot be provided under the applicable plan(s), the Company shall pay Executive, on the first business day of each month, an amount equal to the premium subsidy the Company would have otherwise paid on Executive's behalf for such coverage during the balance of the Continued Coverage Period. Such coverage shall be without prejudice to Executive's statutory rights under COBRA, provided that the COBRA health care continuation coverage period shall run concurrently with the Continued Coverage Period.

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation with Good Reason, Executive shall also be eligible to receive the "Non-Compete Payments" (described below), and, except as set forth in this Section 8(c)(iii) or in Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term.

(i) Election Not to Extend the Employment Term. In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Obligations.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(ii) Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 9, 10 and 11 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Compete Payment.

a. If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, the Company agrees to pay to Executive an aggregate of $1,050,000 (the "Non-Compete Payments"), payable in equal installments, in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until the earlier to occur of (x) twenty-four months after the date of such termination or (y) Executive's failure to comply with the provisions of Section 9(b) or 9(c).

b. In consideration for the Non-Compete Payments, for a period of twenty-four months following the date Executive ceases to be employed by the Company (the "Non-Compete Payment Period"), Executive agrees not to, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

c. During the Non-Compete Payment Period, and in consideration for the Non-Compete Payments, Executive agrees not to directly or indirectly:

(i) engage in any business that competes with the risk mitigation and business solutions business of the Company, including any or all of Lender Services, Data Services, Employer Services, Multifamily Services or Investigative and Litigation Support Services (each as described in the Company's most recent annual report of Form 10K) or any other material business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning) in any geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services (a "Competitive Business");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates, customers, clients, suppliers, partners, members or investors.

d. Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

e. Notwithstanding anything in this Section 9 to the contrary, Executive may request (1) a statement from the Company that clarifies whether the Board (in its reasonable determination) believes any activity or proposed activity would be deemed non-compliant with Section 9(b) or 9(c) and/or (2) a waiver from the Company with regard to any such activity or proposed activity by providing written notice of any such request to the Company's Chief Legal Officer or General Counsel. Upon receipt of any such written notice, the Company's Chief Legal Officer or General Counsel shall confer with the Board regarding such request and make reasonable efforts to respond to Executive within 15 days of receipt of such notice whether the Board (in its reasonable determination) believes any activity or proposed activity would violate any of the provisions contained in this Section and/or whether a waiver from the Company of any of the provisions contained in this Section will be granted to Executive.

10. Non-Competition; Non-Solicitation; Non-Disparagement.

a. Except as expressly provided for herein, during the Employment Term, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly, engage in any activity described in Section 9(b) or 9(c) above.

b. During the Employment Term and, for a period of twenty-four months following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

c. During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

d. Executive agrees that he shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any of its directors, officers, agents or employees. Similarly, the Company agrees that it shall instruct its directors, senior executive officers and other individuals authorized to make official communications on the Company's behalf not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Executive. Nothing in this paragraph shall prevent either party from testifying truthfully in any judicial process.

e. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information —including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment ("Prior Works"), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any the Company resources ("Company Works"), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) Notwithstanding the foregoing, this Section 11 is subject to the provisions of California Labor Code Sections 2870, 2871 and 2872. In accordance with Section 2870 of the California Labor Code, Executive's obligation to assign Executive's right, title and interest throughout the world in and to all Company Works does not apply to Company Works that Executive developed entirely on his own time without using the Company's equipment, supplies, facilities, or Confidential Information except for those Company Works that either: (i) relate to either (A) the business of the Company or its subsidiaries at the time of conception or reduction to practice of the Company Works, or actual or demonstrably anticipated research or development of the Company or its subsidiaries; or (ii) result from any work performed by Executive for the Company or its subsidiaries. A copy of California Labor Code Sections 2870, 2871 and 2872 is attached to this Agreement as Exhibit A. Executive shall disclose all Company Works to the Company, even if Executive does not believe that Executive is required under this Agreement, or pursuant to California Labor Code Section 2870, to assign his interest in such Company Works to the Company. If the Company and Executive disagree as to whether or not a Company Works is included within the terms of this Agreement, it will be Executive's responsibility to prove that it is not included.

(vii) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Remedies.

a. The Company's exclusive remedy for Executive's failure to comply with any of the provisions of Sections 9(b) or 9(c) shall be cessation of any remaining Non-Compete Payments.

b. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 10 or 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall, to the extent permitted by law, be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be obligated to mitigate the amount of severance payments payable hereunder by seeking other employment, or otherwise, nor shall the amounts payable to Executive hereunder be reduced by compensation earned by Executive by any subsequent employer (except as expressly so provided herein).

g. Compliance with IRC Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Committee, that does not cause such an accelerated or additional tax. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code, and references herein to Executive's "termination of employment" shall refer to Executive's separation from service with the Company Group within the meaning of Section 409A. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 13(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

h. Limitations on Certain Payments.

(i) Notwithstanding any other provision of this Agreement, in the event it is determined, based upon the advice of a nationally recognized accounting firm selected by the Company, that all or part of the compensation or benefits paid to Executive in connection with a change of control of the Company would constitute "parachute payments" (within the meaning of Code Section 280G(b)(2)), then the amount of any severance benefits otherwise provided to Executive hereunder and the amount of any other benefits provided to Executive under any other arrangement with the Company or its affiliates will be reduced to the extent necessary so that no such payments shall constitute parachute payments (but not below zero); provided that no such reduction shall be applied if it is determined that, without such reduction, Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than would be retained by Executive, on a net after tax basis, after giving effect to such reduction.

(ii) If the determination made pursuant to clause (i) of this Section 13(h) results in a reduction of the payments that would otherwise be paid to Executive except for the application of clause (i) of this Section 13(h), then the reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of equity-based awards (if applicable); reduction of employee benefits. In the event that acceleration of vesting of equity-based awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity-based award.

(iii) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Company which should not have been made under clause (i) of this Section 13(h) ("Overpayment") or that additional payments which are not made by the Company pursuant to clause (i) of this Section 13(h) should have been made ("Underpayment"). In the event that there is a final determination by the Internal Revenue Service, or a final determination by a court of competent jurisdiction, that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

First Advantage Corporation
12395 First American Way
Poway, California 92064

Attention: Office of General Counsel/Chief Legal Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supercedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates, provided that (i) any Employee Benefits provided to Executive by the Company and (ii) any agreements and understandings between Executive and The First American Corporation shall in no way be affected by this Agreement.

m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST ADVANTAGE CORPORATION

/s/ Parker S. Kennedy

BY: Parker S. Kennedy
TITLE: Chairman of the Board
First Advantage

ANAND NALLATHAMBI

/s/ Anand Nallathambi

Exhibit A

California Labor Code Sections 2870, 2871 and 2872

SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

SECTION 2871

No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

SECTION 2872

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EMPLOYMENT AGREEMENT

(John Lamson)

EMPLOYMENT AGREEMENT (the "Agreement") dated August 10, 2009 by and between First Advantage Corporation (the "Company") and John Lamson (the "Executive").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on August 10, 2009 and ending on December 31, 2011 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with December 31, 2011 and on each December 31st thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 60 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's Chief Financial Officer and Principal Accounting Officer. In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board of Directors of the Company (the "Board") and the Chief Executive Officer of the Company. Executive's principal place of employment shall be in the St. Petersburg, Florida metropolitan area.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 and 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of $375,000, payable in regular installments in

accordance with the Company's usual payment practices. Executive's base salary shall be subject to adjustment by the compensation committee of the Board (the "Committee"), as may be determined from time to time by the Committee in its discretion; provided that, Executive's base salary may not be decreased below the initial base salary amount set forth above, other than in connection with a general reduction in base salary which affects all members of the Company's senior management team proportionately. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") under the Company's annual incentive program (or any successor arrangement) on such terms and conditions, and in such amounts, if any, as determined in the sole discretion of the Committee.

5. Long Term Incentive Compensation. During the Employment Term, Executive shall be entitled to participate in the Company's long-term incentive compensation plan (or any successor arrangement) on such terms and conditions as may be determined by the Committee.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company With Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 8(c)); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) Executive's continued failure substantially to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 10 days following written notice by the Company to Executive of such failure, (B) dishonesty in the performance of Executive's duties hereunder, (C) an act or acts on Executive's part constituting, or plea of guilty

or nolo contendere to a crime constituting, (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude, (D) Executive's willful malfeasance or willful misconduct in connection with Executive's duties hereunder or any act or omission which is injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates or (E) Executive's breach of Sections 10 or 11 of this Agreement.

(iii) If Executive's employment is terminated by the Company with Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Obligations").

Following such termination of Executive's employment by the Company with Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Obligations; and

(B) a pro-rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the "Pro-Rata Bonus").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive With Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation with Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean:

(A) **Base Salary Reduction.** The failure of the Company to pay or cause to be paid Executive's Base Salary, when due hereunder or reduction in Executive's Base Salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of the Company);

(B) **Substantial Diminution in Position, Authority or Responsibilities.** Any substantial diminution in Executive's position, authority or responsibilities from those described herein, provided that:

(1) Except as provided in subclause (2) below, a change in position, authority or responsibilities that results directly from the Company becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company shall not, itself, constitute "Good Reason"; and

(2) Following a Qualifying Corporate Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed to occur if, as a result of such transaction (or the transactions contemplated in connection therewith) the Company becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as the Company and if Executive is not provided a position, authorities or responsibilities, substantially similar to his position, authority or responsibilities with the Company, with respect to the parent operating entity resulting from such Qualifying Corporate Transaction; or

(C) **Relocation.** Any relocation of Executive's principal place of employment to more than 50 miles from Executive's principal place of employment as described in Section 2(a);

provided that any of the events described in clauses (A), (B), or (C) of this Section shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

For the purposes of this Agreement, a "Qualifying Corporate Transaction" shall mean either (x) a "Change in Control" (as defined in the Company's 2003 Incentive Compensation Plan (as amended from time to time)) or (y) other corporate transaction or reorganization pursuant to which the Company becomes a controlled, non-public subsidiary or division of another entity (excluding for purposes of clauses (x) and (y) any transaction involving The First American Corporation or any of its affiliates or successors).

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, Executive shall be entitled to receive:

(A) the Accrued Obligations; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 and execution, within 30 days after the date of Executive's termination of employment, and non-revocation of a general release of claims against the Company and its affiliates:

(1) continued payment of fifty percent (50%) of the Base Salary in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until eighteen months after the date of such termination; provided that the aggregate amount described in this sub-clause (1) shall be reduced by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to Executive under any other plans, programs or arrangements of the Company or its affiliates,

(2) the Pro-Rata Bonus, and

(3) to the extent Executive elects COBRA continuation coverage under Section 4980B of the Code (or under any replacement or

successor provision of United States tax law ("COBRA")) with respect to the Company's group health plan(s) for which Executive was eligible immediately prior to the date of Executive's termination of employment, Executive and Executive's spouse and eligible dependents (to the extent covered immediately prior to such termination) shall continue to be eligible to participate in such group health plan(s) pursuant to COBRA commencing on the date of Executive's termination of employment with the Company and ending on the earlier to occur of (x) eighteen months following the date of Executive's termination of employment with the Company and (y) the date Executive is or becomes eligible for coverage under the group health plan(s) of another employer, at the same premium cost as is generally applicable to actively employed executives of the Company (such period, the "Continued Coverage Period"). Such coverage shall be without prejudice to Executive's statutory rights under COBRA, provided that the COBRA health care continuation coverage period shall run concurrently with the Continued Coverage Period.

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation with Good Reason, Executive shall also be eligible to receive the "Non-Compete Payments" (described below), and, except as set forth in this Section 8(c)(iii) or in Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term.

(i) Election Not to Extend the Employment Term. In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Obligations.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(ii) Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 9, 10 and 11 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by

written Notice of Termination to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Compete Payment.

a. If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, the Company agrees to make continued payments to Executive of fifty percent (50%) of the Base Salary (the "Non-Compete Payments") in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until the earlier to occur of (x) eighteen months after the date of such termination or (y) Executive's failure to comply with the provisions of Section 9(b) or 9(c).

b. In consideration for the Non-Compete Payments, for a period of eighteen months following the date Executive ceases to be employed by the Company (the "Non-Compete Payment Period"), Executive agrees not to, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

c. During the Non-Compete Payment Period, and in consideration for the Non-Compete Payments, Executive agrees not to directly or indirectly:

(i) engage in any business that competes with the risk mitigation and business solutions business of the Company, including any or all of Lender Services, Data Services, Employer Services, Multifamily Services or Investigative and Litigation Support Services (each as described in the Company's most recent annual report of Form 10K) or any other material business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the

future and as to which Executive is aware of such planning) in any geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services (a "Competitive Business");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates, customers, clients, suppliers, partners, members or investors.

d. Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

e. Notwithstanding anything in this Section 9 to the contrary, Executive may request (1) a statement from the Company that clarifies whether the Board (in its reasonable determination) believes any activity or proposed activity would be deemed non-compliant with Section 9(b) or 9(c) and/or (2) a waiver from the Company with regard to any such activity or proposed activity by providing written notice of any such request to the Company's Chief Legal Officer or General Counsel. Upon receipt of any such written notice, the Company's Chief Legal Officer or General Counsel shall confer with the Board regarding such request and make reasonable efforts to respond to Executive within 15 days of receipt of such notice whether the Board (in its reasonable determination) believes any activity or proposed activity would violate any of the provisions contained in this Section and/or whether a waiver from the Company of any of the provisions contained in this Section will be granted to Executive.

10. Non-Competition; Non-Solicitation; Non-Disparagement.

a. Except as expressly provided for herein, during the Employment Term, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly, engage in any activity described in Section 9(b) or 9(c) above.

b. During the Employment Term and, for a period of eighteen months following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

c. During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

d. Executive agrees that he shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any of its directors, officers, agents or employees. Similarly, the Company agrees that it shall instruct its directors, senior executive officers and other individuals authorized to make official communications on the Company's behalf not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Executive. Nothing in this paragraph shall prevent either party from testifying truthfully in any judicial process.

e. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information —including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors,

customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment ("Prior Works"), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any the Company resources ("Company Works"), Executive shall promptly and fully disclose

same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Remedies.

a. The Company's exclusive remedy for Executive's failure to comply with any of the provisions of Sections 9(b) or 9(c) shall be cessation of any remaining Non-Compete Payments.

b. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 10 or 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach

or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall, to the extent permitted by law, be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be obligated to mitigate the amount of severance payments payable hereunder by seeking other employment, or otherwise, nor shall the amounts payable to Executive hereunder be reduced by compensation earned by Executive by any subsequent employer (except as expressly so provided herein).

g. Compliance with IRC Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Internal

Revenue Code of 1986, as amended (the "Code") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Committee, that does not cause such an accelerated or additional tax. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code, and references herein to Executive's "termination of employment" shall refer to Executive's separation from service with the Company Group within the meaning of Section 409A. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 13(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

h. Limitations on Certain Payments.

(i) Notwithstanding any other provision of this Agreement, in the event it is determined, based upon the advice of a nationally recognized accounting firm selected by the Company, that all or part of the compensation or benefits paid to Executive in connection with a change of control of the Company would constitute "parachute payments" (within the meaning of Code Section 280G(b)(2)), then the amount of any severance benefits otherwise provided to Executive hereunder and the amount of any other benefits provided to Executive under any other arrangement with the Company or its affiliates will be reduced to the extent necessary so that no such payments shall constitute parachute payments (but not below zero); provided that no such reduction shall be applied if it is determined that, without such reduction, Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than would be retained by Executive, on a net after tax basis, after giving effect to such reduction.

(ii) If the determination made pursuant to clause (i) of this Section 13(h) results in a reduction of the payments that would otherwise be paid to Executive except for the application of clause (i) of this Section 13(h), then the reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of equity-based awards (if applicable); reduction of employee benefits. In the event that acceleration of vesting of equity-based awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity-based award.

(iii) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Company which should not have been made under clause (i) of this Section 13(h) ("Overpayment") or that additional payments which are not made by the Company pursuant to clause (i) of this Section 13(h) should have been made ("Underpayment"). In the event that there is a final determination by the Internal Revenue Service, or a final determination by a court of competent jurisdiction, that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

First Advantage Corporation
12395 First American Way
Poway, California 92064

Attention: Office of General Counsel/Chief Legal Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supercedes all prior agreements

and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates, provided that (i) any Employee Benefits provided to Executive by the Company and (ii) any agreements and understandings between Executive and The First American Corporation shall in no way be affected by this Agreement.

m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST ADVANTAGE CORPORATION

/s/ Anand Nallathambi

By: Anand Nallathambi
Title: President and CEO

JOHN LAMSON

/s/ John Lamson

EMPLOYMENT AGREEMENT

(Todd Mavis)

EMPLOYMENT AGREEMENT (the "Agreement") dated August 10, 2009 by and between First Advantage Corporation (the "Company") and Todd Mavis (the "Executive").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on August 10, 2009 and ending on December 31, 2011 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with December 31, 2011 and on each December 31st thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 60 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's Executive Vice President of Operations. In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board of Directors of the Company (the "Board") and the Chief Executive Officer of the Company. Executive's principal place of employment shall be the San Diego, California metropolitan area.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 and 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of $375,000, payable in regular installments in accordance with the Company's usual payment practices. Executive's base salary shall be subject to adjustment by the compensation committee of the Board (the "Committee"), as may be determined from time to time by the Committee in its discretion; provided that, Executive's base

salary may not be decreased below the initial base salary amount set forth above, other than in connection with a general reduction in base salary which affects all members of the Company's senior management team proportionately. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") under the Company's annual incentive program (or any successor arrangement) on such terms and conditions, and in such amounts, if any, as determined in the sole discretion of the Committee.

5. Long Term Incentive Compensation. During the Employment Term, Executive shall be entitled to participate in the Company's long-term incentive compensation plan (or any successor arrangement) on such terms and conditions as may be determined by the Committee.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company With Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 8(c)); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) Executive's continued failure substantially to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 10 days following written notice by the Company to Executive of such failure, (B) dishonesty in the performance of Executive's duties hereunder, (C) an act or acts on Executive's part constituting, or plea of guilty or nolo contendere to a crime constituting, (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude, (D) Executive's willful malfeasance or willful misconduct in connection with Executive's duties hereunder or any act or

omission which is injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates or (E) Executive's breach of Sections 10 or 11 of this Agreement.

(iii) If Executive's employment is terminated by the Company with Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Obligations").

Following such termination of Executive's employment by the Company with Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Obligations; and

(B) a pro-rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the "Pro-Rata Bonus").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive With Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation with Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean:

(A) **Base Salary Reduction.** The failure of the Company to pay or cause to be paid Executive's Base Salary, when due hereunder or reduction in Executive's Base Salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of the Company);

(B) **Substantial Diminution in Position, Authority or Responsibilities.** Any substantial diminution in Executive's position, authority or responsibilities from those described herein, provided that:

(1) Except as provided in subclause (2) below, a change in position, authority or responsibilities that results directly from the Company becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company shall not, itself, constitute "Good Reason"; and

(2) Following a Qualifying Corporate Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed to occur if, as a result of such transaction (or the transactions contemplated in connection therewith) the Company becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as the Company and if Executive is not provided a position, authorities or responsibilities, substantially similar to his position, authority or responsibilities with the Company, with respect to the parent operating entity resulting from such Qualifying Corporate Transaction; or

(C) **Relocation.** Any relocation of Executive's principal place of employment to more than 50 miles from Executive's principal place of employment as described in Section 2(a);

provided that any of the events described in clauses (A), (B), or (C) of this Section shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

For the purposes of this Agreement, a "Qualifying Corporate Transaction" shall mean either (x) a "Change in Control" (as defined in the Company's 2003 Incentive Compensation Plan (as amended from time to time)) or (y) other corporate transaction or reorganization pursuant to which the Company becomes a controlled, non-public subsidiary or division of another entity (excluding for purposes of clauses (x) and (y) any transaction involving The First American Corporation or any of its affiliates or successors).

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, Executive shall be entitled to receive:

(A) the Accrued Obligations; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 and execution, within 30 days after the date of Executive's termination of employment, and non-revocation of a general release of claims against the Company and its affiliates:

(1) continued payment of fifty percent (50%) of the Base Salary in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until eighteen months after the date of such termination; provided that the aggregate amount described in this sub-clause (1) shall be reduced by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to Executive under any other plans, programs or arrangements of the Company or its affiliates,

(2) the Pro-Rata Bonus, and

(3) to the extent Executive elects COBRA continuation coverage under Section 4980B of the Code (or under any replacement or successor provision of United States tax law ("COBRA")) with respect to the Company's group health plan(s) for which Executive was eligible immediately prior to the date of Executive's termination of employment,

Executive and Executive's spouse and eligible dependents (to the extent covered immediately prior to such termination) shall continue to be eligible to participate in such group health plan(s) pursuant to COBRA commencing on the date of Executive's termination of employment with the Company and ending on the earlier to occur of (x) eighteen months following the date of Executive's termination of employment with the Company and (y) the date Executive is or becomes eligible for coverage under the group health plan(s) of another employer, at the same premium cost as is generally applicable to actively employed executives of the Company (such period, the "Continued Coverage Period"). Such coverage shall be without prejudice to Executive's statutory rights under COBRA, provided that the COBRA health care continuation coverage period shall run concurrently with the Continued Coverage Period.

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation with Good Reason, Executive shall also be eligible to receive the "Non-Compete Payments" (described below), and, except as set forth in this Section 8(c)(iii) or in Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term.

(i) Election Not to Extend the Employment Term. In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Obligations.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(ii) Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 9, 10 and 11 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Compete Payment.

a. If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, the Company agrees to make continued payments to Executive of fifty percent (50%) of the Base Salary (the "Non-Compete Payments") in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until the earlier to occur of (x) eighteen months after the date of such termination or (y) Executive's failure to comply with the provisions of Section 9(b) or 9(c).

b. In consideration for the Non-Compete Payments, for a period of eighteen months following the date Executive ceases to be employed by the Company (the "Non-Compete Payment Period"), Executive agrees not to, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

c. During the Non-Compete Payment Period, and in consideration for the Non-Compete Payments, Executive agrees not to directly or indirectly:

(i) engage in any business that competes with the risk mitigation and business solutions business of the Company, including any or all of Lender Services, Data Services, Employer Services, Multifamily Services or Investigative and Litigation Support Services (each as described in the Company's most recent annual report of Form 10K) or any other material business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning) in any geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services (a "Competitive Business");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates, customers, clients, suppliers, partners, members or investors.

d. Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

e. Notwithstanding anything in this Section 9 to the contrary, Executive may request (1) a statement from the Company that clarifies whether the Board (in its reasonable determination) believes any activity or proposed activity would be deemed non-compliant with Section 9(b) or 9(c) and/or (2) a waiver from the Company with regard to any such activity or proposed activity by providing written notice of any such request to the Company's Chief Legal Officer or General Counsel. Upon receipt of any such written notice, the Company's Chief Legal Officer or General Counsel shall confer with the Board regarding such request and make reasonable efforts to respond to Executive within 15 days of receipt of such notice whether the Board (in its reasonable determination) believes any activity or proposed activity would violate any of the provisions contained in this Section and/or whether a waiver from the Company of any of the provisions contained in this Section will be granted to Executive.

10. Non-Competition; Non-Solicitation; Non-Disparagement.

a. Except as expressly provided for herein, during the Employment Term, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly, engage in any activity described in Section 9(b) or 9(c) above.

b. During the Employment Term and, for a period of eighteen months following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

c. During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

d. Executive agrees that he shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any of its directors, officers, agents or employees. Similarly, the Company agrees that it shall instruct its directors, senior executive officers and other individuals authorized to make official communications on the Company's behalf not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Executive. Nothing in this paragraph shall prevent either party from testifying truthfully in any judicial process.

e. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries

or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment ("Prior Works"), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any the Company resources ("Company Works"), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) Notwithstanding the foregoing, this Section 11 is subject to the provisions of California Labor Code Sections 2870, 2871 and 2872. In accordance with Section 2870 of the California Labor Code, Executive's obligation to assign Executive's right, title and interest throughout the world in and to all Company Works does not apply to Company Works that Executive developed entirely on his own time without using the Company's equipment, supplies, facilities, or Confidential Information except for those Company Works that either: (i) relate to either (A) the business of the Company or its subsidiaries at the time of conception or reduction to practice of the Company Works, or actual or demonstrably anticipated research or development of the Company or its subsidiaries; or (ii) result from any work performed by Executive for the Company or its subsidiaries. A copy of California Labor Code Sections 2870, 2871 and 2872 is attached to this Agreement as Exhibit A. Executive shall disclose all Company Works to the Company, even if Executive does not believe that Executive is required under this Agreement, or pursuant to California Labor Code Section 2870, to assign his interest in such Company Works to the Company. If the Company and Executive disagree as to whether or not a Company Works is included within the terms of this Agreement, it will be Executive's responsibility to prove that it is not included.

(vii) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Remedies.

a. The Company's exclusive remedy for Executive's failure to comply with any of the provisions of Sections 9(b) or 9(c) shall be cessation of any remaining Non-Compete Payments.

b. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 10 or 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall, to the extent permitted by law, be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be obligated to mitigate the amount of severance payments payable hereunder by seeking other employment, or otherwise, nor shall the amounts payable to Executive hereunder be reduced by compensation earned by Executive by any subsequent employer (except as expressly so provided herein).

g. Compliance with IRC Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Committee, that does not cause such an accelerated or additional tax. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code, and references herein to Executive's "termination of employment" shall refer to Executive's separation from service with the Company Group within the meaning of Section 409A. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 13(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

h. Limitations on Certain Payments.

(i) Notwithstanding any other provision of this Agreement, in the event it is determined, based upon the advice of a nationally recognized accounting firm selected by the Company, that all or part of the compensation or benefits paid to Executive in connection with a change of control of the Company would constitute "parachute payments" (within the meaning of Code Section 280G(b)(2)), then the amount of any severance benefits otherwise provided to Executive hereunder and the amount of any other benefits provided to Executive under any other arrangement with the Company or its affiliates will be reduced to the extent necessary so that no such payments shall constitute parachute payments (but not below zero); provided that no such

reduction shall be applied if it is determined that, without such reduction, Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than would be retained by Executive, on a net after tax basis, after giving effect to such reduction.

(ii) If the determination made pursuant to clause (i) of this Section 13(h) results in a reduction of the payments that would otherwise be paid to Executive except for the application of clause (i) of this Section 13(h), then the reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of equity-based awards (if applicable); reduction of employee benefits. In the event that acceleration of vesting of equity-based awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity-based award.

(iii) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Company which should not have been made under clause (i) of this Section 13(h) ("Overpayment") or that additional payments which are not made by the Company pursuant to clause (i) of this Section 13(h) should have been made ("Underpayment"). In the event that there is a final determination by the Internal Revenue Service, or a final determination by a court of competent jurisdiction, that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

First Advantage Corporation
12395 First American Way
Poway, California 92064

Attention: Office of General Counsel/Chief Legal Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supercedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates, provided that (i) any Employee Benefits provided to Executive by the Company and (ii) any agreements and understandings between Executive and The First American Corporation shall in no way be affected by this Agreement.

m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST ADVANTAGE CORPORATION

/s/ Anand Nallathambi

By: Anand Nallathambi
Title: President and CEO

TODD MAVIS

/s/ Todd Mavis

Exhibit A

California Labor Code Sections 2870, 2871 and 2872

SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

SECTION 2871

No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

SECTION 2872

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EMPLOYMENT AGREEMENT

(Akshaya Mehta)

EMPLOYMENT AGREEMENT (the "Agreement") dated August 10, 2009 by and between First Advantage Corporation (the "Company") and Akshaya Mehta (the "Executive").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on August 10, 2009 and ending on December 31, 2011 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with December 31, 2011 and on each December 31st thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 60 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's Executive Vice President of Corporate Infrastructure. In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board of Directors of the Company (the "Board") and the Chief Executive Officer of the Company. Executive's principal place of employment shall be approximately three business days a week in the Poway, California metropolitan area and approximately two business days a week in the Orange County, California metropolitan area.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 and 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of $345,000, payable in regular installments in

accordance with the Company's usual payment practices. Executive's base salary shall be subject to adjustment by the compensation committee of the Board (the "Committee"), as may be determined from time to time by the Committee in its discretion; provided that, Executive's base salary may not be decreased below the initial base salary amount set forth above, other than in connection with a general reduction in base salary which affects all members of the Company's senior management team proportionately. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") under the Company's annual incentive program (or any successor arrangement) on such terms and conditions, and in such amounts, if any, as determined in the sole discretion of the Committee.

5. Long Term Incentive Compensation. During the Employment Term, Executive shall be entitled to participate in the Company's long-term incentive compensation plan (or any successor arrangement) on such terms and conditions as may be determined by the Committee.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company With Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 8(c)); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) Executive's continued failure substantially to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 10 days following written notice by the Company to Executive of such failure, (B) dishonesty in the performance of Executive's duties hereunder, (C) an act or acts on Executive's part constituting, or plea of guilty

or nolo contendere to a crime constituting, (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude, (D) Executive's willful malfeasance or willful misconduct in connection with Executive's duties hereunder or any act or omission which is injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates or (E) Executive's breach of Sections 10 or 11 of this Agreement.

(iii) If Executive's employment is terminated by the Company with Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Obligations").

Following such termination of Executive's employment by the Company with Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Obligations; and

(B) a pro-rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the "Pro-Rata Bonus").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive With Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation with Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean:

(A) **Base Salary Reduction.** The failure of the Company to pay or cause to be paid Executive's Base Salary, when due hereunder or reduction in Executive's Base Salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of the Company);

(B) **Substantial Diminution in Position, Authority or Responsibilities.** Any substantial diminution in Executive's position, authority or responsibilities from those described herein, provided that:

(1) Except as provided in subclause (2) below, a change in position, authority or responsibilities that results directly from the Company becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company shall not, itself, constitute "Good Reason"; and

(2) Following a Qualifying Corporate Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed to occur if, as a result of such transaction (or the transactions contemplated in connection therewith) the Company becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as the Company and if Executive is not provided a position, authorities or responsibilities, substantially similar to his position, authority or responsibilities with the Company, with respect to the parent operating entity resulting from such Qualifying Corporate Transaction; or

(C) **Relocation.** Any relocation of Executive's principal place of employment to more than 50 miles from Executive's principal place of employment as described in Section 2(a);

provided that any of the events described in clauses (A), (B), or (C) of this Section shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

For the purposes of this Agreement, a "Qualifying Corporate Transaction" shall mean either (x) a "Change in Control" (as defined in the Company's 2003 Incentive Compensation Plan (as amended from time to time)) or (y) other corporate transaction or reorganization pursuant to which the Company becomes a controlled, non-public subsidiary or division of another entity (excluding for purposes of clauses (x) and (y) any transaction involving The First American Corporation or any of its affiliates or successors).

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, Executive shall be entitled to receive:

(A) the Accrued Obligations; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 and execution, within 30 days after the date of Executive's termination of employment, and non-revocation of a general release of claims against the Company and its affiliates:

(1) continued payment of fifty percent (50%) of the Base Salary in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until twelve months after the date of such termination; provided that the aggregate amount described in this sub-clause (1) shall be reduced by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to Executive under any other plans, programs or arrangements of the Company or its affiliates,

(2) the Pro-Rata Bonus, and

(3) to the extent Executive elects COBRA continuation coverage under Section 4980B of the Code (or under any replacement or successor provision of United States tax law ("COBRA")) with respect to

the Company's group health plan(s) for which Executive was eligible immediately prior to the date of Executive's termination of employment, Executive and Executive's spouse and eligible dependents (to the extent covered immediately prior to such termination) shall continue to be eligible to participate in such group health plan(s) pursuant to COBRA commencing on the date of Executive's termination of employment with the Company and ending on the earlier to occur of (x) twelve months following the date of Executive's termination of employment with the Company and (y) the date Executive is or becomes eligible for coverage under the group health plan(s) of another employer, at the same premium cost as is generally applicable to actively employed executives of the Company (such period, the "Continued Coverage Period"). Such coverage shall be without prejudice to Executive's statutory rights under COBRA, provided that the COBRA health care continuation coverage period shall run concurrently with the Continued Coverage Period.

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation with Good Reason, Executive shall also be eligible to receive the "Non-Compete Payments" (described below), and, except as set forth in this Section 8(c)(iii) or in Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term.

(i) Election Not to Extend the Employment Term. In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Obligations.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(ii) Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 9, 10 and 11 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall

indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Compete Payment.

a. If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, the Company agrees to make continued payments to Executive of fifty percent (50%) of the Base Salary (the "Non-Compete Payments") in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until the earlier to occur of (x) twelve months after the date of such termination or (y) Executive's failure to comply with the provisions of Section 9(b) or 9(c).

b. In consideration for the Non-Compete Payments, for a period of twelve months following the date Executive ceases to be employed by the Company (the "Non-Compete Payment Period"), Executive agrees not to, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

c. During the Non-Compete Payment Period, and in consideration for the Non-Compete Payments, Executive agrees not to directly or indirectly:

(i) engage in any business that competes with the risk mitigation and business solutions business of the Company, including any or all of Lender Services, Data Services, Employer Services, Multifamily Services or Investigative and Litigation Support Services (each as described in the Company's most recent annual report of Form 10K) or any other material business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning) in any geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services (a "Competitive Business");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates, customers, clients, suppliers, partners, members or investors.

d. Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

e. Notwithstanding anything in this Section 9 to the contrary, Executive may request (1) a statement from the Company that clarifies whether the Board (in its reasonable determination) believes any activity or proposed activity would be deemed non-compliant with Section 9(b) or 9(c) and/or (2) a waiver from the Company with regard to any such activity or proposed activity by providing written notice of any such request to the Company's Chief Legal Officer or General Counsel. Upon receipt of any such written notice, the Company's Chief Legal Officer or General Counsel shall confer with the Board regarding such request and make reasonable efforts to respond to Executive within 15 days of receipt of such notice whether the Board (in its reasonable determination) believes any activity or proposed activity would violate any of the provisions contained in this Section and/or whether a waiver from the Company of any of the provisions contained in this Section will be granted to Executive.

10. Non-Competition; Non-Solicitation; Non-Disparagement.

a. Except as expressly provided for herein, during the Employment Term, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly, engage in any activity described in Section 9(b) or 9(c) above.

b. During the Employment Term and, for a period of twelve months following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

c. During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

d. Executive agrees that he shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any of its directors, officers, agents or employees. Similarly, the Company agrees that it shall instruct its directors, senior executive officers and other individuals authorized to make official communications on the Company's behalf not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Executive. Nothing in this paragraph shall prevent either party from testifying truthfully in any judicial process.

e. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries

or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment ("Prior Works"), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any the Company resources ("Company Works"), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) Notwithstanding the foregoing, this Section 11 is subject to the provisions of California Labor Code Sections 2870, 2871 and 2872. In accordance with Section 2870 of the California Labor Code, Executive's obligation to assign Executive's right, title and interest throughout the world in and to all Company Works does not apply to Company Works that Executive developed entirely on his own time without using the Company's equipment, supplies, facilities, or Confidential Information except for those Company Works that either: (i) relate to either (A) the business of the Company or its subsidiaries at the time of conception or reduction to practice of the Company Works, or actual or demonstrably anticipated research or development of the Company or its subsidiaries; or (ii) result from any work performed by Executive for the Company or its subsidiaries. A copy of California Labor Code Sections 2870, 2871 and 2872 is attached to this Agreement as Exhibit A. Executive shall disclose all Company Works to the Company, even if Executive does not believe that Executive is required under this Agreement, or pursuant to California Labor Code Section 2870, to assign his interest in such Company Works to the Company. If the Company and Executive disagree as to whether or not a Company Works is included within the terms of this Agreement, it will be Executive's responsibility to prove that it is not included.

(vii) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Remedies.

a. The Company's exclusive remedy for Executive's failure to comply with any of the provisions of Sections 9(b) or 9(c) shall be cessation of any remaining Non-Compete Payments.

b. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 10 or 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall, to the extent permitted by law, be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be obligated to mitigate the amount of severance payments payable hereunder by seeking other employment, or otherwise, nor shall the amounts payable to Executive hereunder be reduced by compensation earned by Executive by any subsequent employer (except as expressly so provided herein).

g. Compliance with IRC Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Committee, that does not cause such an accelerated or additional tax. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code, and references herein to Executive's "termination of employment" shall refer to Executive's separation from service with the Company Group within the meaning of Section 409A. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 13(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

h. Limitations on Certain Payments.

(i) Notwithstanding any other provision of this Agreement, in the event it is determined, based upon the advice of a nationally recognized accounting firm selected by the Company, that all or part of the compensation or benefits paid to Executive in connection with a change of control of the Company would constitute "parachute payments" (within the meaning of Code Section 280G(b)(2)), then the amount of any severance benefits otherwise provided to Executive hereunder and the amount of any other benefits provided to Executive under any other arrangement with the Company or its affiliates will be reduced to the extent necessary so that no such payments shall constitute parachute payments (but not below zero); provided that no such reduction shall be applied if it is determined that, without such reduction, Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than would be retained by Executive, on a net after tax basis, after giving effect to such reduction.

(ii) If the determination made pursuant to clause (i) of this Section 13(h) results in a reduction of the payments that would otherwise be paid to Executive except for the application of clause (i) of this Section 13(h), then the reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of equity-based awards (if applicable); reduction of employee benefits. In the event that acceleration of vesting of equity-based awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity-based award.

(iii) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Company which should not have been made under clause (i) of this Section 13(h) ("Overpayment") or that additional payments which are not made by the Company pursuant to clause (i) of this Section 13(h) should have been made ("Underpayment"). In the event that there is a final determination by the Internal Revenue Service, or a final determination by a court of competent jurisdiction, that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

First Advantage Corporation
12395 First American Way
Poway, California 92064

Attention: Office of General Counsel/Chief Legal Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supercedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates, provided that (i) any Employee Benefits provided to Executive by the Company and (ii) any agreements and understandings between Executive and The First American Corporation shall in no way be affected by this Agreement.

m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST ADVANTAGE CORPORATION

/s/ Anand Nallathambi

By: Anand Nallathambi
Title: President and CEO

AKSHAYA MEHTA

/s/ Akshaya Mehta

Exhibit A

California Labor Code Sections 2870, 2871 and 2872

SECTION 2870

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

SECTION 2871

No employer shall require a provision made void and unenforceable by Section 2870 as a condition of employment or continued employment. Nothing in this article shall be construed to forbid or restrict the right of an employer to provide in contracts of employment for disclosure, provided that any such disclosures be received in confidence, of all of the employee's inventions made solely or jointly with others during the term of his or her employment, a review process by the employer to determine such issues as may arise, and for full title to certain patents and inventions to be in the United States, as required by contracts between the employer and the United States or any of its agencies.

SECTION 2872

If an employment agreement entered into after January 1, 1980, contains a provision requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention which qualifies fully under the provisions of Section 2870. In any suit or action arising thereunder, the burden of proof shall be on the employee claiming the benefits of its provisions.

EMPLOYMENT AGREEMENT

(Evan Barnett)

EMPLOYMENT AGREEMENT (the "Agreement") dated August 11, 2009 by and between First Advantage Corporation (the "Company") and Evan Barnett (the "Executive").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on August 11, 2009 and ending on December 31, 2011 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with December 31, 2011 and on each December 31st thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 60 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's President of Multi-Family Services. In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board of Directors of the Company (the "Board") and the Chief Executive Officer of the Company. Executive's principal place of employment shall be the State of Maryland.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 and 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of $297,400, payable in regular installments in accordance with the Company's usual payment practices. Executive's base salary shall be

subject to adjustment by the compensation committee of the Board (the "Committee"), as may be determined from time to time by the Committee in its discretion; provided that, Executive's base salary may not be decreased below the initial base salary amount set forth above, other than in connection with a general reduction in base salary which affects all members of the Company's senior management team proportionately. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") under the Company's annual incentive program (or any successor arrangement) on such terms and conditions, and in such amounts, if any, as determined in the sole discretion of the Committee.

5. Long Term Incentive Compensation. During the Employment Term, Executive shall be entitled to participate in the Company's long-term incentive compensation plan (or any successor arrangement) on such terms and conditions as may be determined by the Committee.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company With Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 8(c)); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) Executive's continued failure substantially to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 10 days following written notice by the Company to Executive of such failure, (B) dishonesty in the performance of Executive's duties hereunder, (C) an act or acts on Executive's part constituting, or plea of guilty or nolo contendere to a crime constituting, (x) a felony under the laws of the United States or any

state thereof or (y) a misdemeanor involving moral turpitude, (D) Executive's willful malfeasance or willful misconduct in connection with Executive's duties hereunder or any act or omission which is injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates or (E) Executive's breach of Sections 10 or 11 of this Agreement.

(iii) If Executive's employment is terminated by the Company with Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Obligations").

Following such termination of Executive's employment by the Company with Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Obligations; and

(B) a pro-rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the "Pro-Rata Bonus").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive With Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation with Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean:

(A) **Base Salary Reduction.** The failure of the Company to pay or cause to be paid Executive's Base Salary, when due hereunder or reduction in Executive's Base Salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of the Company);

(B) **Substantial Diminution in Position, Authority or Responsibilities.** Any substantial diminution in Executive's position, authority or responsibilities from those described herein, provided that:

(1) Except as provided in subclause (2) below, a change in position, authority or responsibilities that results directly from the Company becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company shall not, itself, constitute "Good Reason"; and

(2) Following a Qualifying Corporate Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed to occur if, as a result of such transaction (or the transactions contemplated in connection therewith) the Company becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as the Company and if Executive is not provided a position, authorities or responsibilities, substantially similar to his position, authority or responsibilities with the Company, with respect to the parent operating entity resulting from such Qualifying Corporate Transaction; or

(C) **Relocation.** Any relocation of Executive's principal place of employment to more than 50 miles from Executive's principal place of employment as described in Section 2(a);

provided that any of the events described in clauses (A), (B), or (C) of this Section shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

For the purposes of this Agreement, a "Qualifying Corporate Transaction" shall mean either (x) a "Change in Control" (as defined in the Company's 2003 Incentive Compensation Plan (as amended from time to time)) or (y) other corporate transaction or reorganization pursuant to which the Company becomes a controlled, non-public subsidiary or division of another entity (excluding for purposes of clauses (x) and (y) any transaction involving The First American Corporation or any of its affiliates or successors).

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, Executive shall be entitled to receive:

(A) the Accrued Obligations; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 and execution, within 30 days after the date of Executive's termination of employment, and non-revocation of a general release of claims against the Company and its affiliates:

(1) continued payment of fifty percent (50%) of the Base Salary in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until twelve months after the date of such termination; provided that the aggregate amount described in this sub-clause (1) shall be reduced by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to Executive under any other plans, programs or arrangements of the Company or its affiliates,

(2) the Pro-Rata Bonus, and

(3) to the extent Executive elects COBRA continuation coverage under Section 4980B of the Code (or under any replacement or successor provision of United States tax law ("COBRA")) with respect to the Company's group health plan(s) for which Executive was eligible immediately prior to the date of Executive's termination of employment, Executive and Executive's spouse and eligible dependents (to the extent

covered immediately prior to such termination) shall continue to be eligible to participate in such group health plan(s) pursuant to COBRA commencing on the date of Executive's termination of employment with the Company and ending on the earlier to occur of (x) twelve months following the date of Executive's termination of employment with the Company and (y) the date Executive is or becomes eligible for coverage under the group health plan(s) of another employer, at the same premium cost as is generally applicable to actively employed executives of the Company (such period, the "Continued Coverage Period"). Such coverage shall be without prejudice to Executive's statutory rights under COBRA, provided that the COBRA health care continuation coverage period shall run concurrently with the Continued Coverage Period.

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation with Good Reason, Executive shall also be eligible to receive the "Non-Compete Payments" (described below), and, except as set forth in this Section 8(c)(iii) or in Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term.

(i) Election Not to Extend the Employment Term. In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Obligations.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(ii) Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 9, 10 and 11 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(j) hereof. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Compete Payment.

a. If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, the Company agrees to make continued payments to Executive of fifty percent (50%) of the Base Salary (the "Non-Compete Payments") in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until the earlier to occur of (x) twelve months after the date of such termination or (y) Executive's failure to comply with the provisions of Section 9(b) or 9(c).

b. In consideration for the Non-Compete Payments, for a period of twelve months following the date Executive ceases to be employed by the Company (the "Non-Compete Payment Period"), Executive agrees not to, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

c. During the Non-Compete Payment Period, and in consideration for the Non-Compete Payments, Executive agrees not to directly or indirectly:

(i) engage in any business that competes with the risk mitigation and business solutions business of the Company, including any or all of Lender Services, Data Services, Employer Services, Multifamily Services or Investigative and Litigation Support Services (each as described in the Company's most recent annual report of Form 10K) or any other material business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning) in any geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services (a "Competitive Business");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates, customers, clients, suppliers, partners, members or investors.

d. Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

e. Notwithstanding anything in this Section 9 to the contrary, Executive may request (1) a statement from the Company that clarifies whether the Board (in its reasonable determination) believes any activity or proposed activity would be deemed non-compliant with Section 9(b) or 9(c) and/or (2) a waiver from the Company with regard to any such activity or proposed activity by providing written notice of any such request to the Company's Chief Legal Officer or General Counsel. Upon receipt of any such written notice, the Company's Chief Legal Officer or General Counsel shall confer with the Board regarding such request and make reasonable efforts to respond to Executive within 15 days of receipt of such notice whether the Board (in its reasonable determination) believes any activity or proposed activity would violate any of the provisions contained in this Section and/or whether a waiver from the Company of any of the provisions contained in this Section will be granted to Executive.

10. Non-Competition; Non-Solicitation; Non-Disparagement.

a. Except as expressly provided for herein, during the Employment Term, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly, engage in any activity described in Section 9(b) or 9(c) above.

b. During the Employment Term and, for a period of twelve months following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

c. During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

d. Executive agrees that he shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any of its directors, officers, agents or employees. Similarly, the Company agrees that it shall instruct its directors, senior executive officers and other individuals authorized to make official communications on the Company's behalf not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Executive. Nothing in this paragraph shall prevent either party from testifying truthfully in any judicial process.

e. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors, customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) “Confidential Information” shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive’s breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive’s employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company’s option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive’s possession or control (including any of the foregoing stored or located in Executive’s office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) (“Works”), either alone or with third parties, prior to Executive’s employment by the Company, that are relevant to or implicated by such employment (“Prior Works”), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company’s current and future business.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive’s employment by the Company and within the scope of such employment and/or with the use of any the Company resources (“Company Works”), Executive shall promptly and fully disclose same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Remedies.

a. The Company's exclusive remedy for Executive's failure to comply with any of the provisions of Sections 9(b) or 9(c) shall be cessation of any remaining Non-Compete Payments.

b. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 10 or 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall, to the extent permitted by law, be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be obligated to mitigate the amount of severance payments payable hereunder by seeking other employment, or otherwise, nor shall the amounts payable to Executive hereunder be reduced by compensation earned by Executive by any subsequent employer (except as expressly so provided herein).

g. Compliance with IRC Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or

provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Committee, that does not cause such an accelerated or additional tax. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code, and references herein to Executive's "termination of employment" shall refer to Executive's separation from service with the Company Group within the meaning of Section 409A. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 13(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

h. Limitations on Certain Payments.

(i) Notwithstanding any other provision of this Agreement, in the event it is determined, based upon the advice of a nationally recognized accounting firm selected by the Company, that all or part of the compensation or benefits paid to Executive in connection with a change of control of the Company would constitute "parachute payments" (within the meaning of Code Section 280G(b)(2)), then the amount of any severance benefits otherwise provided to Executive hereunder and the amount of any other benefits provided to Executive under any other arrangement with the Company or its affiliates will be reduced to the extent necessary so that no such payments shall constitute parachute payments (but not below zero); provided that no such reduction shall be applied if it is determined that, without such reduction, Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than would be retained by Executive, on a net after tax basis, after giving effect to such reduction.

(ii) If the determination made pursuant to clause (i) of this Section 13(h) results in a reduction of the payments that would otherwise be paid to Executive except for the application of clause (i) of this Section 13(h), then the reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of equity-based awards (if applicable); reduction of employee benefits. In the event that acceleration of vesting of equity-based awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity-based award.

(iii) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Company which should not have been made under clause (i) of this Section 13(h) ("Overpayment") or that additional payments which are not made by the Company pursuant to clause (i) of this Section 13(h) should have been made ("Underpayment"). In the event that there

is a final determination by the Internal Revenue Service, or a final determination by a court of competent jurisdiction, that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

First Advantage Corporation
12395 First American Way
Poway, California 92064

Attention: Office of General Counsel/Chief Legal Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supercedes all prior agreements and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates, provided that (i) any Employee Benefits provided to Executive by the Company and (ii) any agreements and understandings between Executive and The First American Corporation shall in no way be affected by this Agreement.

m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST ADVANTAGE CORPORATION

/s/ Anand Nallathambi

By: Anand Nallathambi
Title: President and CEO

EVAN BARNETT

/s/ Evan Barnett

EMPLOYMENT AGREEMENT

(Andrew MacDonald)

EMPLOYMENT AGREEMENT (the "Agreement") dated August 7, 2009 by and between First Advantage Corporation (the "Company") and Andrew McDonald (the "Executive").

The Company desires to employ Executive and to enter into an agreement embodying the terms of such employment;

Executive desires to accept such employment and enter into such an agreement;

In consideration of the premises and mutual covenants herein and for other good and valuable consideration, the parties agree as follows:

1. Term of Employment. Subject to the provisions of Section 8 of this Agreement, Executive shall be employed by the Company for a period commencing on August 10, 2009 and ending on December 31, 2011 (the "Employment Term") on the terms and subject to the conditions set forth in this Agreement; provided, however, that commencing with December 31, 2011 and on each December 31st thereafter (each an "Extension Date"), the Employment Term shall be automatically extended for an additional one-year period, unless the Company or Executive provides the other party hereto 60 days prior written notice before the next Extension Date that the Employment Term shall not be so extended.

2. Position.

a. During the Employment Term, Executive shall serve as the Company's President of Investigative and Litigation Support Services. In such position, Executive shall have such duties and authority as shall be determined from time to time by the Board of Directors of the Company (the "Board") and the Chief Executive Officer of the Company. Executive's principal place of employment shall be in the Washington, DC metropolitan area.

b. During the Employment Term, Executive will devote Executive's full business time and best efforts to the performance of Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the rendition of such services either directly or indirectly, without the prior written consent of the Board; provided that nothing herein shall preclude Executive, subject to the prior approval of the Board, from accepting appointment to or continuing to serve on any board of directors or trustees of any business corporation or any charitable organization; provided in each case, and in the aggregate, that such activities do not conflict or interfere with the performance of Executive's duties hereunder or conflict with Sections 10 and 11.

3. Base Salary. During the Employment Term, the Company shall pay Executive a base salary at the annual rate of $295,000, payable in regular installments in

accordance with the Company's usual payment practices. Executive's base salary shall be subject to adjustment by the compensation committee of the Board (the "Committee"), as may be determined from time to time by the Committee in its discretion; provided that, Executive's base salary may not be decreased below the initial base salary amount set forth above, other than in connection with a general reduction in base salary which affects all members of the Company's senior management team proportionately. Executive's annual base salary, as in effect from time to time, is hereinafter referred to as the "Base Salary."

4. Annual Bonus. With respect to each full fiscal year during the Employment Term, Executive shall be eligible to earn an annual bonus award (an "Annual Bonus") under the Company's annual incentive program (or any successor arrangement) on such terms and conditions, and in such amounts, if any, as determined in the sole discretion of the Committee.

5. Long Term Incentive Compensation. During the Employment Term, Executive shall be entitled to participate in the Company's long-term incentive compensation plan (or any successor arrangement) on such terms and conditions as may be determined by the Committee.

6. Employee Benefits. During the Employment Term, Executive shall be entitled to participate in the Company's employee benefit plans as in effect from time to time (collectively "Employee Benefits"), on the same basis as those benefits are generally made available to other senior executives of the Company.

7. Business Expenses. During the Employment Term, reasonable business expenses incurred by Executive in the performance of Executive's duties hereunder shall be reimbursed by the Company in accordance with Company policies.

8. Termination. The Employment Term and Executive's employment hereunder may be terminated by either party at any time and for any reason; provided that Executive will be required to give the Company at least 60 days advance written notice of any resignation of Executive's employment. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Executive's rights upon termination of employment with the Company and its affiliates.

a. By the Company With Cause or By Executive Resignation Without Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company with Cause (as defined below) and shall terminate automatically upon Executive's resignation without Good Reason (as defined in Section 8(c)); provided that Executive will be required to give the Company at least 60 days advance written notice of a resignation without Good Reason.

(ii) For purposes of this Agreement, "Cause" shall mean (A) Executive's continued failure substantially to perform Executive's duties hereunder (other than as a result of total or partial incapacity due to physical or mental illness) for a period of 10 days following written notice by the Company to Executive of such failure, (B) dishonesty in the performance of Executive's duties hereunder, (C) an act or acts on Executive's part constituting, or plea of guilty

or nolo contendere to a crime constituting, (x) a felony under the laws of the United States or any state thereof or (y) a misdemeanor involving moral turpitude, (D) Executive's willful malfeasance or willful misconduct in connection with Executive's duties hereunder or any act or omission which is injurious to the financial condition or business reputation of the Company or any of its subsidiaries or affiliates or (E) Executive's breach of Sections 10 or 11 of this Agreement.

(iii) If Executive's employment is terminated by the Company with Cause, or if Executive resigns without Good Reason, Executive shall be entitled to receive:

(A) the Base Salary through the date of termination, payable in accordance with the Company's usual payment practices;

(B) any Annual Bonus earned, but unpaid, as of the date of termination for the immediately preceding fiscal year, paid in accordance with Section 4 (except to the extent payment is otherwise deferred pursuant to any applicable deferred compensation arrangement with the Company);

(C) reimbursement, within 60 days following submission by Executive to the Company of appropriate supporting documentation) for any unreimbursed business expenses properly incurred by Executive in accordance with Company policy prior to the date of Executive's termination; provided that claims for such reimbursement (accompanied by appropriate supporting documentation) are submitted to the Company within 90 days following the date of Executive's termination of employment; and

(D) such Employee Benefits, if any, as to which Executive may be entitled under the employee benefit plans of the Company (the amounts described in clauses (A) through (D) hereof being referred to as the "Accrued Obligations").

Following such termination of Executive's employment by the Company with Cause or resignation by Executive without Good Reason, except as set forth in this Section 8(a)(iii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

b. Disability or Death.

(i) The Employment Term and Executive's employment hereunder shall terminate upon Executive's death and may be terminated by the Company if Executive becomes physically or mentally incapacitated and is therefore unable for a period of six (6) consecutive months or for an aggregate of nine (9) months in any twenty-four (24) consecutive month period to perform Executive's duties (such incapacity is hereinafter referred to as "Disability"). Any question as to the existence of the Disability of Executive as to which Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to Executive and the Company. If Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(ii) Upon termination of Executive's employment hereunder for either Disability or death, Executive or Executive's estate (as the case may be) shall be entitled to receive:

(A) the Accrued Obligations; and

(B) a pro-rata portion of the Annual Bonus, if any, that Executive would have been entitled to receive pursuant to Section 4 hereof in such year based upon the percentage of the fiscal year that shall have elapsed through the date of Executive's termination of employment, payable when such Annual Bonus would have otherwise been payable to Executive pursuant to Section 4 had Executive's employment not terminated (the "Pro-Rata Bonus").

Following Executive's termination of employment due to death or Disability, except as set forth in this Section 8(b)(ii), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

c. By the Company Without Cause or Resignation by Executive With Good Reason.

(i) The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive's resignation with Good Reason.

(ii) For purposes of this Agreement, "Good Reason" shall mean:

(A) **Base Salary Reduction.** The failure of the Company to pay or cause to be paid Executive's Base Salary, when due hereunder or reduction in Executive's Base Salary (other than as a result of an across the board reduction proportionately affecting substantially all other senior executive officers of the Company);

(B) **Substantial Diminution in Position, Authority or Responsibilities.** Any substantial diminution in Executive's position, authority or responsibilities from those described herein, provided that:

(1) Except as provided in subclause (2) below, a change in position, authority or responsibilities that results directly from the Company becoming a subsidiary or division of another entity or otherwise ceasing to be a publicly traded company shall not, itself, constitute "Good Reason"; and

(2) Following a Qualifying Corporate Transaction, a substantial diminution in Executive's position, authority or responsibilities shall be deemed to occur if, as a result of such transaction (or the transactions contemplated in connection therewith) the Company becomes a direct or indirect subsidiary or division of an operating entity with the same or similar lines of business as the Company and if Executive is not provided a position, authorities or responsibilities, substantially similar to his position, authority or responsibilities with the Company, with respect to the parent operating entity resulting from such Qualifying Corporate Transaction;

or

(C) **Relocation.** Any relocation of Executive's principal place of employment to more than 50 miles from Executive's principal place of employment as described in Section 2(a);

provided that any of the events described in clauses (A), (B), or (C) of this Section shall constitute Good Reason only if the Company fails to cure such event within 30 days after receipt from Executive of written notice of the event which constitutes Good Reason; provided, further, that "Good Reason" shall cease to exist for an event on the 30th day following the later of its occurrence or Executive's knowledge thereof, unless Executive has given the Company written notice thereof prior to such date.

For the purposes of this Agreement, a "Qualifying Corporate Transaction" shall mean either (x) a "Change in Control" (as defined in the Company's 2003 Incentive Compensation Plan (as amended from time to time)) or (y) other corporate transaction or reorganization pursuant to which the Company becomes a controlled, non-public subsidiary or division of another entity (excluding for purposes of clauses (x) and (y) any transaction involving The First American Corporation or any of its affiliates or successors).

(iii) If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, Executive shall be entitled to receive:

(A) the Accrued Obligations; and

(B) subject to Executive's continued compliance with the provisions of Sections 10 and 11 and execution, within 30 days after the date of Executive's termination of employment, and non-revocation of a general release of claims against the Company and its affiliates:

(1) continued payment of fifty percent (50%) of the Base Salary in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until twelve months after the date of such termination; provided that the aggregate amount described in this sub-clause (1) shall be reduced by the present value of any other cash severance or termination benefits (other than pension or supplemental pension benefits) payable to Executive under any other plans, programs or arrangements of the Company or its affiliates,

(2) the Pro-Rata Bonus, and

(3) to the extent Executive elects COBRA continuation coverage under Section 4980B of the Code (or under any replacement or successor provision of United States tax law ("COBRA")) with respect to

the Company's group health plan(s) for which Executive was eligible immediately prior to the date of Executive's termination of employment, Executive and Executive's spouse and eligible dependents (to the extent covered immediately prior to such termination) shall continue to be eligible to participate in such group health plan(s) pursuant to COBRA commencing on the date of Executive's termination of employment with the Company and ending on the earlier to occur of (x) twelve months following the date of Executive's termination of employment with the Company and (y) the date Executive is or becomes eligible for coverage under the group health plan(s) of another employer, at the same premium cost as is generally applicable to actively employed executives of the Company (such period, the "Continued Coverage Period"). Such coverage shall be without prejudice to Executive's statutory rights under COBRA, provided that the COBRA health care continuation coverage period shall run concurrently with the Continued Coverage Period.

Following Executive's termination of employment by the Company without Cause (other than by reason of Executive's death or Disability) or by Executive's resignation with Good Reason, Executive shall also be eligible to receive the "Non-Compete Payments" (described below), and, except as set forth in this Section 8(c)(iii) or in Section 9, Executive shall have no further rights to any compensation or any other benefits under this Agreement.

d. Expiration of Employment Term.

(i) Election Not to Extend the Employment Term. In the event either party elects not to extend the Employment Term pursuant to Section 1, unless Executive's employment is earlier terminated pursuant to paragraphs (a), (b) or (c) of this Section 8, Executive's termination of employment hereunder shall be deemed to occur on the close of business on the day immediately preceding the next scheduled Extension Date and Executive shall be entitled to receive the Accrued Obligations.

Following such termination of Executive's employment hereunder as a result of either party's election not to extend the Employment Term, except as set forth in this Section 8(d)(i), Executive shall have no further rights to any compensation or any other benefits under this Agreement.

(ii) Continued Employment Beyond the Expiration of the Employment Term. Unless the parties otherwise agree in writing, continuation of Executive's employment with the Company beyond the expiration of the Employment Term shall be deemed an employment at-will and shall not be deemed to extend any of the provisions of this Agreement and Executive's employment may thereafter be terminated at will by either Executive or the Company; provided that the provisions of Sections 9, 10 and 11 of this Agreement shall survive any termination of this Agreement or Executive's termination of employment hereunder.

e. Notice of Termination. Any purported termination of employment by the Company or by Executive (other than due to Executive's death) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 13(j) hereof.

For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of employment under the provision so indicated.

9. Non-Compete Payment.

a. If Executive's employment is terminated by the Company without Cause (other than by reason of death or Disability) or if Executive resigns with Good Reason, the Company agrees to make continued payments to Executive of fifty percent (50%) of the Base Salary (the "Non-Compete Payments") in accordance with the Company's normal payroll practices, as in effect on the date of termination of Executive's employment, until the earlier to occur of (x) twelve months after the date of such termination or (y) Executive's failure to comply with the provisions of Section 9(b) or 9(c).

b. In consideration for the Non-Compete Payments, for a period of twelve months following the date Executive ceases to be employed by the Company (the "Non-Compete Payment Period"), Executive agrees not to, whether on Executive's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business organization, entity or enterprise whatsoever ("Person"), directly or indirectly solicit or assist in soliciting in competition with the Company, the business of any client or prospective client:

(i) with whom Executive had personal contact or dealings on behalf of the Company during the one year period preceding Executive's termination of employment;

(ii) with whom employees reporting to Executive have had personal contact or dealings on behalf of the Company during the one year immediately preceding the Executive's termination of employment; or

(iii) for whom Executive had direct or indirect responsibility during the one year immediately preceding Executive's termination of employment.

c. During the Non-Compete Payment Period, and in consideration for the Non-Compete Payments, Executive agrees not to directly or indirectly:

(i) engage in any business that competes with the risk mitigation and business solutions business of the Company, including any or all of Lender Services, Data Services, Employer Services, Multifamily Services or Investigative and Litigation Support Services (each as described in the Company's most recent annual report of Form 10K) or any other material business of the Company or its affiliates (including, without limitation, businesses which the Company or its affiliates have specific plans to conduct in the future and as to which Executive is aware of such planning) in any

geographical area where the Company or its affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides its products or services (a "Competitive Business");

(ii) enter the employ of, or render any services to, any Person (or any division or controlled or controlling affiliate of any Person) who or which engages in a Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; or

(iv) interfere with, or attempt to interfere with, business relationships (whether formed before, on or after the date of this Agreement) between the Company or any of its affiliates, customers, clients, suppliers, partners, members or investors.

d. Notwithstanding anything to the contrary in this Agreement, Executive may, directly or indirectly own, solely as an investment, securities of any Person engaged in the business of the Company or its affiliates which are publicly traded on a national or regional stock exchange or on the over-the-counter market if Executive (i) is not a controlling person of, or a member of a group which controls, such person and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Person.

e. Notwithstanding anything in this Section 9 to the contrary, Executive may request (1) a statement from the Company that clarifies whether the Board (in its reasonable determination) believes any activity or proposed activity would be deemed non-compliant with Section 9(b) or 9(c) and/or (2) a waiver from the Company with regard to any such activity or proposed activity by providing written notice of any such request to the Company's Chief Legal Officer or General Counsel. Upon receipt of any such written notice, the Company's Chief Legal Officer or General Counsel shall confer with the Board regarding such request and make reasonable efforts to respond to Executive within 15 days of receipt of such notice whether the Board (in its reasonable determination) believes any activity or proposed activity would violate any of the provisions contained in this Section and/or whether a waiver from the Company of any of the provisions contained in this Section will be granted to Executive.

10. Non-Competition; Non-Solicitation; Non-Disparagement.

a. Except as expressly provided for herein, during the Employment Term, Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly, engage in any activity described in Section 9(b) or 9(c) above.

b. During the Employment Term and, for a period of twelve months following the date Executive ceases to be employed by the Company (the "Restricted Period"), Executive will not, whether on Executive's own behalf or on behalf of or in conjunction with any Person, directly or indirectly:

(i) solicit or encourage any employee of the Company or its affiliates to leave the employment of the Company or its affiliates; or

(ii) hire any such employee who was employed by the Company or its affiliates as of the date of Executive's termination of employment with the Company or who left the employment of the Company or its affiliates coincident with, or within one year prior to or after, the termination of Executive's employment with the Company.

c. During the Restricted Period, Executive will not, directly or indirectly, solicit or encourage to cease to work with the Company or its affiliates any consultant then under contract with the Company or its affiliates.

d. Executive agrees that he shall not make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on the Company or any of its directors, officers, agents or employees. Similarly, the Company agrees that it shall instruct its directors, senior executive officers and other individuals authorized to make official communications on the Company's behalf not to make, or cause to be made, any statement or communicate any information (whether oral or written) that disparages or reflects negatively on Executive. Nothing in this paragraph shall prevent either party from testifying truthfully in any judicial process.

e. It is expressly understood and agreed that although Executive and the Company consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Executive, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

11. Confidentiality; Intellectual Property.

a. Confidentiality.

(i) Executive will not at any time (whether during or after Executive's employment with the Company) (x) retain or use for the benefit, purposes or account of Executive or any other Person; or (y) disclose, divulge, reveal, communicate, share, transfer or provide access to any Person outside the Company (other than its professional advisers who are bound by confidentiality obligations), any non-public, proprietary or confidential information — including without limitation trade secrets, know-how, research and development, software, databases, inventions, processes, formulae, technology, designs and other intellectual property, information concerning finances, investments, profits, pricing, costs, products, services, vendors,

customers, clients, partners, investors, personnel, compensation, recruiting, training, advertising, sales, marketing, promotions, government and regulatory activities and approvals — concerning the past, current or future business, activities and operations of the Company, its subsidiaries or affiliates and/or any third party that has disclosed or provided any of same to the Company on a confidential basis ("Confidential Information") without the prior written authorization of the Board.

(ii) "Confidential Information" shall not include any information that is (a) generally known to the industry or the public other than as a result of Executive's breach of this covenant or any breach of other confidentiality obligations by third parties; (b) made legitimately available to Executive by a third party without breach of any confidentiality obligation; or (c) required by law to be disclosed; provided that Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment.

(iii) Upon termination of Executive's employment with the Company for any reason, Executive shall (x) cease and not thereafter commence use of any Confidential Information or intellectual property (including without limitation, any patent, invention, copyright, trade secret, trademark, trade name, logo, domain name or other source indicator) owned or used by the Company, its subsidiaries or affiliates; (y) immediately destroy, delete, or return to the Company, at the Company's option, all originals and copies in any form or medium (including memoranda, books, papers, plans, computer files, letters and other data) in Executive's possession or control (including any of the foregoing stored or located in Executive's office, home, laptop or other computer, whether or not Company property) that contain Confidential Information or otherwise relate to the business of the Company, its affiliates and subsidiaries, except that Executive may retain only those portions of any personal notes, notebooks and diaries that do not contain any Confidential Information; and (z) notify and fully cooperate with the Company regarding the delivery or destruction of any other Confidential Information of which Executive is or becomes aware.

b. Intellectual Property.

(i) If Executive has created, invented, designed, developed, contributed to or improved any works of authorship, inventions, intellectual property, materials, documents or other work product (including without limitation, research, reports, software, databases, systems, applications, presentations, textual works, content, or audiovisual materials) ("Works"), either alone or with third parties, prior to Executive's employment by the Company, that are relevant to or implicated by such employment ("Prior Works"), Executive hereby grants the Company a perpetual, non-exclusive, royalty-free, worldwide, assignable, sublicensable license under all rights and intellectual property rights (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) therein for all purposes in connection with the Company's current and future business.

(ii) If Executive creates, invents, designs, develops, contributes to or improves any Works, either alone or with third parties, at any time during Executive's employment by the Company and within the scope of such employment and/or with the use of any the Company resources ("Company Works"), Executive shall promptly and fully disclose

same to the Company and hereby irrevocably assigns, transfers and conveys, to the maximum extent permitted by applicable law, all rights and intellectual property rights therein (including rights under patent, industrial property, copyright, trademark, trade secret, unfair competition and related laws) to the Company to the extent ownership of any such rights does not vest originally in the Company.

(iii) Executive agrees to keep and maintain adequate and current written records (in the form of notes, sketches, drawings, and any other form or media requested by the Company) of all Company Works. The records will be available to and remain the sole property and intellectual property of the Company at all times.

(iv) Executive shall take all requested actions and execute all requested documents (including any licenses or assignments required by a government contract) at the Company's expense (but without further remuneration) to assist the Company in validating, maintaining, protecting, enforcing, perfecting, recording, patenting or registering any of the Company's rights in the Prior Works and Company Works. If the Company is unable for any other reason to secure Executive's signature on any document for this purpose, then Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute any documents and to do all other lawfully permitted acts in connection with the foregoing.

(v) Executive shall not improperly use for the benefit of, bring to any premises of, divulge, disclose, communicate, reveal, transfer or provide access to, or share with the Company any confidential, proprietary or non-public information or intellectual property relating to a former employer or other third party without the prior written permission of such third party. Executive hereby indemnifies, holds harmless and agrees to defend the Company and its officers, directors, partners, employees, agents and representatives from any breach of the foregoing covenant. Executive shall comply with all relevant policies and guidelines of the Company, including regarding the protection of confidential information and intellectual property and potential conflicts of interest. Executive acknowledges that the Company may amend any such policies and guidelines from time to time, and that Executive remains at all times bound by their most current version.

(vi) The provisions of Section 11 shall survive the termination of Executive's employment for any reason.

12. Remedies.

a. The Company's exclusive remedy for Executive's failure to comply with any of the provisions of Sections 9(b) or 9(c) shall be cessation of any remaining Non-Compete Payments.

b. Executive acknowledges and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 10 or 11 would be inadequate and the Company would suffer irreparable damages as a result of such breach or threatened breach. In recognition of this fact, Executive agrees that, in the event of such a breach

or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to cease making any payments or providing any benefit otherwise required by this Agreement and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available.

13. Miscellaneous.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws principles thereof.

b. Entire Agreement/Amendments. This Agreement contains the entire understanding of the parties with respect to the employment of Executive by the Company. There are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter herein other than those expressly set forth herein. This Agreement may not be altered, modified, or amended except by written instrument signed by the parties hereto.

c. No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

d. Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

e. Assignment. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is an affiliate or a successor in interest to substantially all of the business operations of the Company. Upon such assignment, the rights and obligations of the Company hereunder shall become the rights and obligations of such affiliate or successor person or entity.

f. Set Off; Mitigation. The Company's obligation to pay Executive the amounts provided and to make the arrangements provided hereunder shall, to the extent permitted by law, be subject to set-off, counterclaim or recoupment of amounts owed by Executive to the Company or its affiliates. Executive shall not be obligated to mitigate the amount of severance payments payable hereunder by seeking other employment, or otherwise, nor shall the amounts payable to Executive hereunder be reduced by compensation earned by Executive by any subsequent employer (except as expressly so provided herein).

g. Compliance with IRC Section 409A. Notwithstanding anything herein to the contrary, (i) if at the time of Executive's termination of employment with the Company Executive is a "specified employee" as defined in Section 409A of the Internal

Revenue Code of 1986, as amended (the "Code") and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A of the Code, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to Executive) until the date that is six months following Executive's termination of employment with the Company (or the earliest date as is permitted under Section 409A of the Code) and (ii) if any other payments of money or other benefits due to Executive hereunder could cause the application of an accelerated or additional tax under Section 409A of the Code, such payments or other benefits shall be deferred if deferral will make such payment or other benefits compliant under Section 409A of the Code, or otherwise such payment or other benefits shall be restructured, to the extent possible, in a manner, determined by the Committee, that does not cause such an accelerated or additional tax. For purposes of Section 409A of the Code, each payment made under this Agreement shall be designated as a "separate payment" within the meaning of the Section 409A of the Code, and references herein to Executive's "termination of employment" shall refer to Executive's separation from service with the Company Group within the meaning of Section 409A. To the extent any reimbursements or in-kind benefits due to Executive under this Agreement constitute "deferred compensation" under Section 409A of the Code, any such reimbursements or in-kind benefits shall be paid to Executive in a manner consistent with Treas. Reg. Section 1.409A-3(i)(1)(iv). The Company shall consult with Executive in good faith regarding the implementation of the provisions of this Section 13(g); provided that neither the Company nor any of its employees or representatives shall have any liability to Executive with respect to thereto.

h. Limitations on Certain Payments.

(i) Notwithstanding any other provision of this Agreement, in the event it is determined, based upon the advice of a nationally recognized accounting firm selected by the Company, that all or part of the compensation or benefits paid to Executive in connection with a change of control of the Company would constitute "parachute payments" (within the meaning of Code Section 280G(b)(2)), then the amount of any severance benefits otherwise provided to Executive hereunder and the amount of any other benefits provided to Executive under any other arrangement with the Company or its affiliates will be reduced to the extent necessary so that no such payments shall constitute parachute payments (but not below zero); provided that no such reduction shall be applied if it is determined that, without such reduction, Executive would be entitled to receive and retain, on a net after tax basis (including, without limitation, any excise taxes payable under Section 4999 of the Code), an amount which is greater than would be retained by Executive, on a net after tax basis, after giving effect to such reduction.

(ii) If the determination made pursuant to clause (i) of this Section 13(h) results in a reduction of the payments that would otherwise be paid to Executive except for the application of clause (i) of this Section 13(h), then the reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of equity-based awards (if applicable); reduction of employee benefits. In the event that acceleration of vesting of equity-based awards is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity-based award.

(iii) As a result of the uncertainty in the application of Section 280G of the Code at the time of a determination hereunder, it is possible that payments will be made by the Company which should not have been made under clause (i) of this Section 13(h) ("Overpayment") or that additional payments which are not made by the Company pursuant to clause (i) of this Section 13(h) should have been made ("Underpayment"). In the event that there is a final determination by the Internal Revenue Service, or a final determination by a court of competent jurisdiction, that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code. In the event that there is a final determination by the Internal Revenue Service, a final determination by a court of competent jurisdiction or a change in the provisions of the Code or regulations pursuant to which an Underpayment arises under this Agreement, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive, together with interest at the applicable Federal rate provided for in Section 7872(f)(2) of the Code.

i. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be binding upon personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

j. Notice. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or overnight courier or three days after it has been mailed by United States registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below in this Agreement, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

If to the Company:

First Advantage Corporation
12395 First American Way
Poway, California 92064

Attention: Office of General Counsel/Chief Legal Officer

If to Executive:

To the most recent address of Executive set forth in the personnel records of the Company.

k. Executive Representation. Executive hereby represents to the Company that the execution and delivery of this Agreement by Executive and the Company and the performance by Executive of Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any employment agreement or other agreement or policy to which Executive is a party or otherwise bound.

l. Prior Agreements. This Agreement supercedes all prior agreements

and understandings (including verbal agreements) between Executive and the Company and/or its affiliates regarding the terms and conditions of Executive's employment with the Company and/or its affiliates, provided that (i) any Employee Benefits provided to Executive by the Company and (ii) any agreements and understandings between Executive and The First American Corporation shall in no way be affected by this Agreement.

m. Cooperation. Executive shall provide Executive's reasonable cooperation in connection with any action or proceeding (or any appeal from any action or proceeding) which relates to events occurring during Executive's employment hereunder. This provision shall survive any termination of this Agreement.

n. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

o. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST ADVANTAGE CORPORATION

/s/ Anand Nallathambi

By: Anand Nallathambi
Title: President and CEO

ANDREW MACDONALD

/s/ Andrew MacDonald

Exhibit (e)(20)

AMENDED AND RESTATED
CHANGE IN CONTROL AGREEMENT

MANAGEMENT FORM

This AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT is entered into as of the 1st day of October 2008 (this "Agreement"), by and between THE FIRST AMERICAN CORPORATION, a California corporation (the "Company"), and Anand Nallathambi (the "Executive").

W I T N E S S E T H:

WHEREAS, the Compensation Committee (the "Committee") of the Board of Directors (the "Board") of the Company has determined that it is in the best interests of the Company, its subsidiaries, and the Company's shareholders to assure that the Company and its subsidiaries will have the continued dedication of the Executive, notwithstanding the possibility, threat, or occurrence of a Change in Control (as defined below) of the Company;

WHEREAS, the Committee believes it is imperative to diminish the inevitable distraction of the Executive by virtue of the personal uncertainties and risks created by a pending or threatened Change in Control and to encourage the Executive's full attention and dedication to the Company and its subsidiaries currently and in the event of any threatened or pending Change in Control, and to provide the Executive with compensation and benefits arrangements upon a Change in Control which ensure that the compensation and benefits expectations of the Executive will be satisfied and which are competitive with those of other corporations; and

WHEREAS, the Company and the Executive accordingly desire to enter into this Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, it is hereby agreed by and between the parties as follows:

1. Term of Agreement. This Agreement shall commence on the date hereof and shall continue through December 31, 2009 (the "Original Term"); provided, however, that on such date and on each December 31 thereafter, the Original Term of this Agreement shall automatically be extended for one (1) additional year (each, an "Extended Term") unless, not later than the preceding January 1 either party shall have given notice that such party does not wish to extend the term of this Agreement beyond the Original Term and any Extended Term; and provided, further, that if a Change in Control (as defined in paragraph 3 below) shall have occurred during the Original Term or any Extended Term of this Agreement, the term of this Agreement shall continue for a period of thirty-six (36) calendar months beyond the calendar month in which such Change in Control occurs (the Original Term, each Extended Term, if any, and such thirty-six (36) month period, collectively, the "Term").

2. Employment After a Change in Control. If the Executive is in the employ of the Company (which for this purpose shall also include any subsidiary of the Company) on the date of a Change in Control, the Company hereby agrees to continue the Executive in its employ

(and/or, in the case of any subsidiary of the Company, the employ of such subsidiary) for the period commencing on the date of the Change in Control and ending on the last day of the Term of this Agreement. During the period of employment described in the foregoing provision of this paragraph 2 (the "Employment Period"), the Executive shall hold such position with the Company (which for this purpose shall also include any subsidiary of the Company) and exercise such authority and perform such executive duties as are commensurate with the Executive's position, authority, and duties immediately prior to the Change in Control. The Executive agrees that during the Employment Period the Executive shall devote full business time exclusively to the executive duties described herein and perform such duties faithfully and efficiently; provided, however, that nothing in this Agreement shall prevent the Executive from voluntarily resigning from employment upon sixty (60) days' written notice to the Company under circumstances which do not constitute a Termination (as defined below in paragraph 5).

3. Change in Control. For purposes of this Agreement, a "Change in Control" means the happening of any of the following:

(a) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if fifty percent (50%) or more of the combined voting power of the continuing or surviving entity's securities outstanding immediately after such merger, consolidation, or other reorganization is owned by persons who were not shareholders of the Company immediately prior to such merger, consolidation, or other reorganization.

(b) The sale, transfer, or other disposition of all or substantially all of the Company's assets or the complete liquidation or dissolution of the Company.

(c) A change in the composition of the Board occurring within a two (2) year period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either: (i) are directors of the Company as of the date of this Agreement, or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual not otherwise an Incumbent Director whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(d) Any transaction as a result of which any person or group is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), directly or indirectly, of securities of the Company representing at least twenty-five percent (25%) of the total voting power of the Company's then outstanding voting securities. For purposes of this paragraph, the term "person" shall have the same meaning as when used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but shall exclude: (i) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a subsidiary of the Company; (ii) so long as a person does not thereafter increase such person's beneficial ownership of the total voting power represented by the Company's then outstanding voting securities, a person whose beneficial ownership of the total voting power represented by the Company's then

outstanding voting securities increases to twenty-five percent (25%) or more as a result of the acquisition of voting securities of the Company by the Company which reduces the number of such voting securities then outstanding; or (iii) so long as a person does not thereafter increase such person's beneficial ownership of the total voting power represented by the Company's then outstanding voting securities, a person that acquires directly from the Company securities of the Company representing at least twenty-five percent (25%) of the total voting power represented by the Company's then outstanding voting securities.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

4. Compensation During the Employment Period. During the Employment Period, the Executive shall be compensated as follows:

(a) The Executive shall receive an annual salary which is not less than his or her annual salary immediately prior to the Employment Period and shall be eligible to receive an increase in annual salary which is not materially less favorable to the Executive than increases in salary granted by the Company for executives with comparable duties;

(b) The Executive shall be eligible to participate in short-term and long-term cash-based incentive compensation plans which, in the aggregate, provide bonus opportunities which are not materially less favorable to the Executive than the greater of: (i) the opportunities provided by the Company for executives with comparable duties; and (ii) the opportunities provided to the Executive under all such plans in which the Executive was participating prior to the Employment Period;

(c) The Executive shall be eligible to participate in stock option, performance awards, restricted stock, and other equity-based incentive compensation plans on a basis not materially less favorable to the Executive than that applicable: (i) to the Executive immediately prior to the Employment Period; or (ii) to other executives of the Company with comparable duties; and

(d) The Executive shall be eligible to receive employee benefits (including, but not limited to, tax-qualified and nonqualified savings plan benefits, medical insurance, disability income protection, life insurance coverage, and death benefits) and perquisites (including, without limitation, a Company vehicle and Company-paid or assisted membership dues) which are not materially less favorable to the Executive than: (i) the employee benefits and perquisites provided by the Company to executives with comparable duties; or (ii) the employee benefits and perquisites to which the Executive would be entitled under the Company's employee benefit plans and perquisites as in effect immediately prior to the Employment Period.

5. Termination. For purposes of this Agreement, the term "Termination" shall mean: (a) termination of the employment of the Executive during the Employment Period by the Company for any reason other than death, Disability (as defined below), or Cause (as defined below); (b) termination of the employment of the Executive during the Window Period by the Executive for any reason whatsoever; or (c) termination of the employment of the Executive during the Employment Period (other than during the Window Period) by the Executive for Good Reason (as defined below).

Notwithstanding anything in this Agreement to the contrary, if: (a) the Executive's employment is terminated within six (6) months prior to the actual occurrence of a Change in Control for reasons that would constitute a Termination if it had occurred following a Change in Control; (b) the Executive reasonably demonstrates that such termination (or Good Reason event) was at the request of a third party who had indicated an intention or had taken steps reasonably calculated to effect a Change in Control; and (c) a Change in Control involving such third party (or a party competing with such third party to effectuate a Change in Control) does occur, then for purposes of this Agreement, the date immediately prior to the date of such termination of employment or event constituting Good Reason shall be treated as a Change in Control and such termination shall be treated as a Termination. For purposes of determining the timing of payments and benefits to the Executive under this Agreement as a result of this paragraph, payment shall be made in accordance with the provisions of Section 6(a).

The date of the Executive's Termination under this paragraph 5 shall be the date of the Executive's "Separation from Service" (as defined under Section 409A of the Internal Revenue Code (the "Code")).

For purposes of this Agreement, "Disability" means such physical or mental disability or infirmity of the Executive which, in the opinion of a competent physician, renders the Executive unable to perform properly his or her duties set forth in paragraph 2 of this Agreement, and as a result of which the Executive is unable to perform such duties for six (6) consecutive calendar months or for shorter periods aggregating one hundred eighty (180) business days in any twelve (12) month period. For purposes of this paragraph, a competent physician shall be a physician mutually agreed upon by the Executive and the Board. If a mutual agreement cannot be reached, the Executive shall designate a physician and the Board shall designate a physician and these two physicians shall select a third physician who shall be the "competent physician."

For purposes of this Agreement, the term "Cause" means: (a) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company (which for purposes of this paragraph shall also include subsidiaries of the Company) after written notification by the Board; (b) the willful engaging by the Executive in conduct which is demonstrably injurious to the Company, monetarily or otherwise or (c) the engaging by the Executive in egregious misconduct involving serious moral turpitude. For purposes of this Agreement, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that such action was in the best interest of the Company.

For purposes of this Agreement, the term "Window Period" means the period commencing on the first anniversary of the Change in Control and ending at 5:00 p.m., Los Angeles time, on the thirtieth (30th) day thereafter.

For purposes of this Agreement, the term "Good Reason" means, without the Executive's express written consent, the occurrence after a Change in Control of any of the following circumstances:

(a) The assignment to the Executive by the Company of duties which, in the reasonable determination of the Executive, are a significant adverse alteration in the nature or status of the Executive's position, responsibilities, duties, or conditions of employment from those in effect immediately prior to the occurrence of the Change in Control; or any other action by the Company that, in the reasonable determination of the Executive, results in a material diminution in the Executive's position, authority, duties, or responsibilities from those in effect immediately prior to the occurrence of the Change in Control;

(b) A reduction in the Executive's annual base compensation as in effect on the occurrence of the Change in Control;

(c) The relocation of the Company's offices at which the Executive is principally employed immediately prior to the Change in Control (the "Principal Location") to a location more than fifty (50) miles from such location or the Company's requiring the Executive to be based anywhere other than the Principal Location, except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations prior to the Change in Control;

(d) The Company's failure to pay to the Executive any portion of the Executive's compensation or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company within ten (10) days of the date such compensation is due; or

(e) The Company's failure to continue in effect any material compensation or benefit plan or practice in which the Executive is eligible to participate on the occurrence of the Change in Control, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan or practice, or the Company's failure to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, as existed at the time of the Change in Control.

6. Severance Payments and Benefits. Subject to the provisions of paragraph 8 below, in the event of a Termination, in lieu of the amount otherwise payable under paragraph 4 above, the Company shall:

(a) Pay the Executive a lump-sum payment in cash no later than ten (10) business days after the date of Termination equal to the sum of:

(i) The sum of: (A) the Executive's base salary through and including the date of Termination and any bonus amounts which have become payable, to the extent either has not theretofore been paid; (B) a pro rata portion of the Executive's annual bonus for the fiscal year in which the date of Termination occurs in an amount equal to: (1) the Executive's Bonus Amount (as defined below), multiplied by (2) a fraction, the numerator of which is the number of days in the fiscal year in which the date of Termination occurs through and including the date of Termination, and the denominator of which is three hundred sixty-five (365); (C) accrued and unpaid vacation pay through and including the date of Termination; and (D) unreimbursed business expenses through and including the date of Termination;

(ii) An amount equal to the product of the Applicable Multiple (as defined below) and the Executive's annual salary in effect immediately prior to the date of Termination; and

(iii) An amount equal to the product of the Applicable Multiple and the Executive's Bonus Amount;

Notwithstanding the provisions of this paragraph 6(a), with respect to any amounts which constitute a deferral of compensation subject to Code Section 409A and provided the Executive is a "Specified Employee" (as defined under Code Section 409A), such amounts shall be paid to the Executive on the date which is six (6) months after his or her date of Separation from Service.

(b) Continue to provide the Executive (and, if applicable, the Executive's dependents), for a twenty-four (24) month period following the date of Termination, with the same level of benefits described in paragraph 4(d) of this Agreement upon substantially the same terms and conditions (including contributions required by the Executive for such benefits) as existed immediately prior to the date of Termination (or, if more favorable to the Executive, as such benefits and terms and conditions existed immediately prior to the Change of Control), provided that if the Executive cannot continue to participate in the Company plans providing such benefits, the Company shall otherwise provide such benefits on the same after-tax basis as if continued participation had been permitted, and further provided the amount of expenses eligible for reimbursement during the Executive's taxable year shall not affect the expenses eligible for reimbursement in any other taxable year. Notwithstanding the foregoing provisions of this paragraph, in the event the Executive becomes reemployed with another employer and becomes eligible to receive welfare benefits from such employer, the welfare benefits

described in this Agreement shall be secondary to such benefits during the period of the Executive's eligibility, but only to the extent that the Company reimburses the Executive for any increased cost and provides any additional benefits necessary to give the Executive the benefits provided hereunder.

For purposes of this Agreement, the term "Applicable Multiple" means: (a) in the case of termination of the employment of the Executive during the Window Period by the Executive for any reason whatsoever, one (1); or (b) in the case of (i) termination of the employment of the Executive during the Employment Period by the Company for any reason other than death, Disability, or Cause and (ii) termination of the employment of the Executive during the Employment Period (other than during the Window Period) by the Executive for Good Reason, two (2).

For purposes of this Agreement, the term "Bonus Amount" means the highest annual discretionary incentive bonus (including cash bonuses and stock bonuses) earned by the Executive from the Company and its subsidiaries during the last four (4) completed fiscal years of the Company immediately preceding the date of Termination (annualized in the event the Executive was not employed by the Company and/or any of its subsidiaries for the whole of any such fiscal year).

7. Make-Whole Payments. Under certain circumstances following a Change in Control, a portion of the present value of the benefits payable either under the Agreement or otherwise, or upon the acceleration of the vesting of outstanding stock options, restricted stock and performance shares could be subject to an excise tax imposed by Section 4999 of the Code and/or any similar tax that may hereafter be imposed under any successor provision or by any taxing authority (collectively, the "Excise Taxes") and be nondeductible by the Company. The Company agrees to reimburse the Executive for any such Excise Taxes, together with any additional excise or income taxes resulting from such reimbursement, whether or not the employment of the Executive has been terminated. The Company will make such payment to the Executive by the end of the Executive's taxable year next following the Executive's taxable year in which he remits the related taxes.

8. Withholding. All payments to the Executive under this Agreement will be subject to all applicable withholding of state and federal taxes.

9. Arbitration of All Disputes. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Santa Ana, California, in accordance with the laws of the state of California or such other location mutually agreeable to the parties, by three (3) arbitrators appointed by the parties. If the parties cannot agree on the appointment of the arbitrators, ore shall be appointed by the Company and one by the Executive and the third shall be appointed by the first two arbitrators. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, except with respect to the selection of arbitrators which shall be as provided in this paragraph 9. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event that it shall be necessary or desirable, as determined by the Executive in his or her sole

discretion, for the Executive to retain legal counsel or incur other costs and expenses in connection with interpretation or enforcement of his or her rights under this Agreement, the Company shall pay (or the Executive shall be entitled to recover from the Company, as the case may be) his or her reasonable attorneys' fees and costs and expenses in connection with interpretation or enforcement of his or her rights (including the enforcement of any arbitration award in court). Payments shall be made to the Executive at the time such fees, costs, and expenses are incurred. If, however, the arbitrators shall determine that, under the circumstances, payment by the Company of all or a part of any such fees and costs' and expenses would be unjust, the Executive shall repay such amounts to the Company in accordance with the order of the arbitrators. Any award of the arbitrators shall include interest at a rate or rates considered just under the circumstances by the arbitrators.

10. Mitigation and Set-Off. The Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise. The Company shall not be entitled to set off against the amounts payable to the Executive under this Agreement any amounts owed to the Company by the Executive, any amounts earned by the Executive in other employment after termination of his employment with the Company, or any amounts which might have been earned by the Executive in other employment had he or she sought such other employment.

11. Notices. Any notice of Termination of the Executive's employment by the Company or the Executive for any reason shall be upon no less than ten (10) days' and no greater than thirty (30) days' advance written notice to the other party. Any notices, requests, demands, and other communications provided for by this Agreement shall be sufficient if in writing and if sent by registered or certified mail to the Executive at the last address he or she has filed in writing with the Company or, in the ease of the Company, to the attention of the Secretary of the Company, at its principal executive offices.

12. Non-Alienation. The Executive shall not have any right to pledge, hypothecate, anticipate, or in any way create a lien upon any amounts provided under this Agreement; and no benefits payable hereunder shall be assignable in anticipation of payment either by voluntary or involuntary acts, or by operation of law. Nothing in this paragraph shall limit the Executive's rights or powers to dispose of his or her property by will or limit any rights or powers which his or her executor or administrator would otherwise have.

13. Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the state of California, without application of conflict of laws provisions thereunder.

14. Amendment. This Agreement may not be amended, modified, waived, or terminated except by mutual agreement of the parties in writing.

15. Heirs of the Executive. This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees. If the Executive should die while any amounts are still payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or other designee or, if there be no such designee, to the Executive's estate.

16. Successors to the Company. This Agreement shall be binding upon and inure to the benefit of the Company and any successor of the Company. The Company shall require: (a) any successor (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place; and (b) the parent entity of any successor in such business combination to guarantee the performance of such successor hereunder. Failure of the Company to obtain such assumption and agreement (and, if applicable, such guarantee) prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to receive compensation from the Company in the same amount and on the same terms to which the Executive would be entitled hereunder if the Executive terminated the Executive's employment for Good Reason following a Change in Control, except that for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the date of Termination. Unless expressly provided otherwise, the term "Company" as used herein shall mean the Company as defined in this Agreement and any successor to its business and/or assets as aforesaid.

17. Reimbursement of Expenses. To the extent this Agreement provides for the reimbursement of expenses which are not specifically excluded from Code Section 409A, such expenses shall be eligible for reimbursement for the lifetime of the Executive, and the amount of expenses eligible for reimbursement during the Executive's taxable year shall not affect the expenses eligible for reimbursement in any other taxable year.

18. Employment Status. Nothing herein contained shall be deemed to create an employment agreement between the Company and the Executive, providing for the employment of the Executive by the Company for any fixed period of time. The Executive's employment with the Company is terminable at will by the Company or the Executive and each shall have the right to terminate the Executive's employment with the Company at any time, with or without Cause, subject to: (a) the notice provisions of paragraphs 2, 5, and 11, and (n) the Company's obligation to provide severance payments as required by paragraph 6. Except as otherwise provided in paragraph 5 of this Agreement, upon a termination of the Executive's employment prior to the date of a Change in Control, there shall be no further rights under this Agreement.

19. Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

20. Counterparts. This Agreement may be executed in two (2) or more counterparts, any one (1) of which shall be deemed the original without reference to the other.

21. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto (including any prior

Change in Control Agreement between the parties); provided, for the avoidance of doubt, that this Agreement does not supersede all or any portion (including, without limitation, any provision governing the effect of any change in control) of any benefit plan or compensation plan of the Company, including, without limitation, The First American Corporation Executive Supplemental Benefit Plan, The First American Corporation Management Supplemental Benefit Plan, The First American Corporation 2006 Incentive Compensation Plan (and any agreement executed in connection therewith), The First American Corporation 1996 Stock Option Plan (and any agreement executed in connection therewith). Any reference to any prior Change in Control Agreement between the parties shall from and after the date hereof be deemed to be a reference to this Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Executive has hereunto set his or her hand and, pursuant to the authorization from the Committee, the Company has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

"Executive"

/s/ Anand Nallathambi
ANAND NALLATHAMBI

THE FIRST AMERICAN CORPORATION

/s/ Parker S. Kennedy
PARKER S. KENNEDY
Chairman and Chief Executive Officer