

NOTICE OF CLASS ACTION SETTLEMENT

TO: ANYONE WHO WAS SUED IN HOUSING COURT IN THE CITY OF NEW YORK
BETWEEN FEBRUARY 26, 1994 AND MARCH 16, 2006

PLEASE READ THIS NOTICE CAREFULLY; IT MAY AFFECT YOUR RIGHTS

You may be a **Class Member** whose rights may be affected by a proposed class action settlement in *Adam D. White and Dera Jackson-Daniels, et al. v. First Advantage SafeRent, Inc.*, United States District Court, Southern District of New York, Case Number 04 CV 1611 (the "**Action**"). This **Notice** describes the litigation, informs you of the proposed settlement, and explains your rights.

Case Background

Plaintiff, Adam White, filed the Action on February 26, 2004 on behalf of himself and other individuals. The Action involves individuals who were sued in **New York City Housing Court** and who were listed in **FAS's Database** between February 26, 2001 and March 16, 2006 (the "**Class Period**"). The **Action** alleged that First Advantage SafeRent, Inc. f/k/a First American Registry, Inc. ("**FAS**") violated the Fair Credit Reporting Act, the New York Fair Credit Reporting Act, and New York General Business Law §349 by preparing tenant screening reports which only disclosed that tenants had been sued by their previous landlords, but failed to report the outcome of such cases. **FAS** denies that it did anything wrong and has many legal defenses to these claims. In addition, **FAS** denies that the **Action** could or should be certified to proceed as a class action.

The **Parties** have been extensively litigating these claims since the case was filed, including taking many depositions, engaging in extensive and multiple motion practice, reviewing thousands of documents, and extensive preparation for trial. Furthermore, the parties participated in several protracted settlement discussions, including a two-day mediation conference with a neutral, respected and experienced mediator. With the assistance of the mediator, the parties reached agreement and later entered into a Settlement Agreement (the "**Agreement**"), which is being considered by the United States District Court for the Southern District of New York (the "**Court**").

Plaintiffs' Co-Lead Settlement Counsel believe further proceedings in this case, including a trial and probable appeals, would be expensive and protracted. No one can confidently predict how the various factual and legal questions at issue, including whether a class can be certified, whether **FAS** is liable, and, if so, the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, **Plaintiffs' Co-Lead Settlement Counsel** believe the proposed **Agreement** is fair, reasonable and adequate.

On March 16, 2006, the **Court** issued an Order setting a Fairness Hearing date, provisionally certifying a class for purposes of sending out notice and for consideration of the **Settlement**, and appointing Plaintiffs' Co-Lead Settlement Counsel.

At the Fairness Hearing, to be held on June 16, 2006 at 10:00 a.m., the **Court** will determine whether the Agreement reached between the **Parties** is fair, reasonable and adequate and should be approved (the "**Fairness Hearing**"). The **Fairness Hearing** may be continued without further notice to the Class. It is not necessary for you to appear at this Hearing unless you have timely filed and served a written objection and notice of intention to appear with the **Court**, as

described herein.

The Class

The Class consists of all individuals who were a defendant or respondent in a lawsuit commenced in a New York City Housing Court and were listed between February 26, 2001 and March 16, 2006 in FAS's court records database concerning such lawsuits ("the Class"). Data on FAS's database was allegedly deleted after seven (7) years; thus, if you were sued between February 26, 1994 and March 16, 2006, you are potentially a member of the Class.

Settlement Benefits

The Agreement provides various benefits for **Class Members**, including: (1) programmatic relief concerning **FAS's** systems and processes; (2) direct monetary payments to certain Class Members about whom **FAS** issued reports ("**Qualifying Class Members**"); and (3) general class relief to further increase consumer and landlord awareness of the tenant screening process and their respective rights and obligations. The amount of money available, before deduction of designated expenses for administration of the Class, totals \$1,900,000.

Qualifying Class Member Relief

All persons who were, to the best of **FAS's** knowledge and belief, the subject of a **RegistryCheck™ Report** between February 26, 2001 and March 16, 2006 that described the status of a **New York City Housing Court** action as "case filed," but for whom **FAS** had a disposition reported by the New York Unified Court System when it issued the report, and who do not opt out of the settlement as explained herein will be **Qualifying Class Members**.

If the **Court** approves the settlement, up to \$100 will be paid to each **Qualifying Class Member** who has timely and completely submitted a **Verification Form** to the Claims Administrator. You can obtain a **Verification Form** at the Settlement Website at www.tenantreportsettlement.com. You may also request a Verification Form be sent to you by contacting: Tenant Report Settlement, The Garden City Group, Inc., Claims Administrator, P.O. Box 9000 #6374, Merrick, NY 11566-9000 or by calling the toll-free helpline at 1-888-404-0855.

Right to Opt-Out

If you do not wish to participate in the **Settlement**, you may exclude yourself (i.e., "opt-out") by mailing a written request for exclusion to the **Claims Administrator**. The request for exclusion must be postmarked no later than May 16, 2006 and sent to: Tenant Report Settlement, The Garden City Group, Inc., Claims Administrator, P.O. Box 9000 #6374, Merrick, NY 11566-9000. Any request for exclusion postmarked after this date shall be of no force and effect. If you mail a complete and timely request for exclusion, you will no longer be a member of the **Settlement Class**, will be barred from participating in any portion of the settlement, and will receive no benefits from the settlement.

Do not submit both the claim verification form and a request for exclusion. If you submit both, the request for exclusion will be invalid, you will be included in the settlement class, and you will be bound by the terms of the settlement.

Right to Object

You can object to the settlement before final approval. However, if the **Court** rejects your objection, you will still be bound by the **Settlement**. To object, you must file with the **Court** a written objection and notice of intention to appear at the **Fairness Hearing**, and if you intend to be represented by counsel at the **Fairness Hearing**, you must also file a notice of appearance

with the **Court**.

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To be valid and effective, the written objection, notice of intention to appear, and notice of appearance (if applicable) must be filed with the **Court** and served upon each of the above-listed attorneys no later than May 16, 2006. Further, you must include the reasons you are objecting and any legal support for each objection. Your objection and notice of intention to appear must also state your full name, address, date of birth, and a statement that you were a respondent or defendant in a lawsuit filed in the **New York City Housing Court** between February 26, 2001 and May 16, 2006.

If you choose to object, you or your counsel may appear, at your own expense, at the **Fairness Hearing** to explain why you object to the settlement.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE A SETTLEMENT PAYMENT AS A QUALIFYING CLASS MEMBER, YOU MUST TIMELY FILE YOUR VERIFICATION FORM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, AND YOU DO NOT HAVE A VERIFICATION FORM ON FILE, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT.

Attorneys' Fees and Class Representative Payments

Under the **Agreement**, **Plaintiffs' Co-Lead Settlement Counsel** will apply to the **Court** for an award of reasonable attorneys' fees in the amount of \$990,000 and for \$75,000 as reimbursement for reasonable costs and expenses. Also, subject to **Court** approval, Plaintiff, Adam White will be paid \$15,000 and Plaintiff, Dera Jackson-Daniels will be paid \$5,000 for their service as class representatives. The Parties to the **Action** believe these amounts are reasonable. However, the final decision regarding these payments will be made by the **Court**. These Payments, if approved, would not reduce the amount available from the \$1.9 million fund to pay individual class members.

Release of Claims

The **Agreement** is intended to settle all claims against **FAS** that members of the **Settlement Class** have asserted or could have asserted in the **Action** regarding the alleged violations of the Fair Credit Reporting Act, the New York Fair Credit Reporting Act, and New York General Business Law §349. If you are a **Class Member** and do not opt out of the settlement, upon final approval of the settlement by the **Court**, you will be deemed to have released **FAS** from (i) the causes of action alleged in the **Complaint** and the

Complaint in Intervention of Dera Jackson-Daniels, including without limitation, claims for recovery under the **FCRA**, the **NYFCRA** and **GBL §349**; and (ii) any and all other claims which are based on or relate to any reports, reinvestigations, or other business activities of **FAS** subject to the **FCRA**, **NYFCRA** and **GBL §349**, concerning **New York City Housing Court** cases contained in the **Database** or included in any **RegistryCheck™ Report** issued during the **Class Period**, whether asserted or unasserted, known or unknown, suspected or unsuspected, contingent or non-contingent, whether concealed or hidden, which now exist, may hereafter exist, or heretofore have existed, upon any theory of law or equity including, but not limited to, conduct which is negligent, intentional, with or without malice, or in breach of any duty or rule of law, without regard to the subsequent discovery or existence of such different or additional facts (the “**Released Claims**”). **Plaintiffs** and the **Class Members** may hereafter discover facts in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the **Released Claims**, but each of them hereby stipulates and agrees that **Plaintiffs** do, and the **Class Members** shall be deemed to, upon the **Effective Date**, fully, finally, and forever settle and release any and all of the **Released Claims**.

This Release will extend to **FAS** and its past, present and future parent companies (including intermediate parents and ultimate parents) and subsidiaries, affiliates, predecessors, successors and assigns and each of their respective past, present and future officers, directors, employees, agents, attorneys, insurers, stockholders, representatives, heirs, administrators, executors, successors and assigns, and any other person or entity acting on its behalf.

If you believe you were listed in **FAS’s** Database because you had been a respondent or defendant in a lawsuit in the **New York City Housing Court** during the **Class Period**, and you do not elect to opt-out of the settlement, you will be deemed to have entered into this release and to have released the above-described claims. If the **Agreement** is not approved by the **Court** or does not become final for some other reason, the litigation will continue.

Additional Information

The above is a summary of the basic terms of the **Agreement**. For the precise terms and conditions of the settlement, including a complete description of the claims being released, you should review the **Agreement**, which is available online at www.tenantreportsettlement.com. You may request that a copy be sent to you by contacting: Tenant Report Settlement, The Garden City Group, Inc., Claims Administrator, P.O. Box 9000 #6374, Merrick, NY 11566-9000. The pleadings and other records in this litigation, including the **Agreement**, may also be examined at any time during regular business hours at the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION