

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU

IN THE MATTER OF THE INVESTIGATION OF
ANDREW M. CUOMO, ATTORNEY GENERAL OF
THE STATE OF NEW YORK,

AOD No. 09-165

OF

CHOICEPOINT WORKPLACE SOLUTIONS INC.;
CHOICEPOINT PRECISION MARKETING LLC;
CHOICEPOINT PUBLIC RECORDS INC.; and
CHOICEPOINT SERVICES INC.

ASSURANCE OF DISCONTINUANCE

In April 2009, the Office of Attorney General of the State of New York (“OAG”) began to investigate, pursuant to New York Executive Law § 63(12), certain practices of ChoicePoint Workplace Solutions Inc., a consumer reporting agency held by ChoicePoint Inc. that provides services to employers relating to background checks that employers use when hiring applicants in New York State, as well as ChoicePoint Precision Marketing LLC, ChoicePoint Public Records Inc., and ChoicePoint Services Inc. Specifically, the OAG investigated whether ChoicePoint, in violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*; New York State General Business Law §§ 380 *et seq.*; New York State Executive Law § 63(12); New York Executive Law §§ 296(6), (15) and (16); New York Correction Law §§ 752-53; and New York City Administrative Code § 8-107(10), unlawfully aided and abetted employers in New York State who exclude and/or excluded applicants from consideration for employment (1) based upon information that that could not be lawfully considered for employment purposes; and (2) without considering a number of factors required by New York Correction Law §§ 752-53.

This Assurance of Discontinuance (“Assurance”) contains the OAG’s Findings in connection with its investigation of ChoicePoint and the relief agreed to by the OAG and ChoicePoint (“the parties”).

DEFINITIONS

1. As used throughout this Assurance, the terms set forth below shall mean as follows:
 - a. “Applicant” means any person residing in New York State and applying or considered for employment or promotion, or a person who ChoicePoint can, based on information provided by its client, reasonably determine has been provided a conditional offer of employment in New York State, conditioned on a background check, by a ChoicePoint client.
 - b. “Adjudication” or “adjudication matrix” means the background check standards prepared by clients and by which ChoicePoint determines whether an applicant meets or does not meet client hiring standards, as well as sample adjudication matrices provided by ChoicePoint to clients.
 - c. “Adjudication services” means the service offered by ChoicePoint to its clients pursuant to which ChoicePoint compares the results of a consumer report against the client’s hiring standards set forth in an adjudication matrix to determine whether an applicant meets or does not meet the client’s hiring standards.
 - d. “Adjournment in Contemplation of Dismissal” or “ACD” is a disposition in New York State that automatically dismisses the charge within six months to one year of the disposition date, unless the matter is restored to the calendar by the court upon application by the prosecuting agency pursuant to New York Criminal Procedure Law § 170.55.

- e. “Affiliates” means any entities controlled by or controlling ChoicePoint that are, or during the term of this Assurance become, engaged in the business of employment-related background checks.
- f. “Assurance” means this Assurance of Discontinuance.
- g. “Background check” means any inquiry by ChoicePoint regarding an applicant’s background that bears upon the applicant’s character or fitness for employment, including but not limited to credit and criminal record history, and which is regulated by, inter alia, the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.*, and New York State General Business Law § 380 *et seq.*
- h. “ChoicePoint” means ChoicePoint WorkPlace Solutions Inc. and all of its owners, executives, officers, directors, managers, representatives, subsidiaries, affiliates, employees and all individuals and agents who act on their behalf, and also includes, to the extent that any of them now are or during the term of this Assurance become engaged in the business of employment-related background checks, ChoicePoint Precision Marketing LLC, ChoicePoint Public Records Inc., and ChoicePoint Services Inc. and any of their owners, executives, officers, directors, managers, representatives, subsidiaries, affiliates, employees and all individuals and agents who act on their behalf.
- i. “Client” means a person or entity that utilizes the services of ChoicePoint in its processes or procedures for hiring applicants, conditional employees and/or employees in New York State.
- j. “Client documents” means (a) any statement of legal requirements, sample and client adjudication matrices, service contracts, user guides and training manuals;

- (b) criminal record reports; and (c) documents concerning adjudication and pre-screening of applicants, provided by ChoicePoint to clients.
- k. “Consumer report” means a consumer report as defined in the Federal Fair Credit Reporting Act.
 - l. “Criminal record history” means all information relating to arrests, criminal instruments, charges, accusations, and dispositions thereof.
 - m. “Criminal record report” means a document prepared by ChoicePoint for a client that provides the criminal record history of an applicant.
 - n. “Dismissed or sealed conviction” means any criminal background history relating to a disposition that has been dismissed or sealed, including but not limited to a violation, an adjournment in contemplation of dismissal after entry of dismissal, and a youthful offender adjudication.
 - o. “Disqualify” and “disqualification” means that the criminal record history of an applicant makes that applicant ineligible for employment by a ChoicePoint client in New York State.
 - p. “Effective Date” means the date this Assurance is executed by the parties hereto.
 - q. “Employee” means any person performing work for and compensated by ChoicePoint who has responsibilities related to clients.
 - r. “Policies” means policies, practices and procedures, both formal and informal, with respect to ChoicePoint background checks, and pre-screening and adjudication services provided to clients for employment purposes in New York State.

- s. “Pre-screen” or “pre-screening service” means any system that is designed to disqualify an applicant based upon the applicant’s response to questions regarding the applicant’s criminal background history.
- t. “Subsidiaries” means any entities controlled by ChoicePoint that are, or during the term of this Assurance become, engaged in the business of employment-related background checks.
- u. “Violation” means any offense categorized as a violation under the New York Penal Law, which is usually sealed pursuant to New York Criminal Procedure Law § 160.55.
- v. Terms of construction:
 - (i) “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
 - (ii) “All” means “any and all” and “any” means “any and all.”
 - (iii) “Concerning” means relating to, referring to, describing, evidencing, regarding, reflecting or constituting.
 - (iv) “Including” means without limitation.
 - (v) The use of the singular form of any word includes the plural and vice versa.
 - (vi) “Day” refers to a calendar day, not a business day.

FINDINGS

2. ChoicePoint is one of the largest credit reporting agencies in the country, with over a thousand clients in New York State. Through its service agreements, ChoicePoint provides its clients with consumer reports for job applicants and, in certain circumstances, adjudication and/or pre-screening services.
3. Beginning in April 2009, the OAG launched an investigation of ChoicePoint based on evidence that (a) ChoicePoint was involved in the creation of an online application system for a client that automatically disqualified thousands of applicants in New York State because of a self-disclosed criminal record history, and (b) a ChoicePoint client withdrew conditional offers of employment to over one hundred applicants where a background check revealed sealed and dismissed convictions, including violations and ACDs over one year old, in violation of New York Executive Law §§ 296(15) and (16) and New York Correction Law §§ 752-53.
4. The investigation also revealed that ChoicePoint provided services that directly or indirectly assisted in these unlawful employment practices by, among other things, designing and implementing the scoring system that (a) automatically terminated applicants who disclosed a criminal record history and (b) disqualified applicants based on violations and ACDs that were over one year old.
5. The investigation also revealed that ChoicePoint provides clients with a sample adjudication matrix that calls for the disqualification of applicants based upon dispositions that are violations in New York State, and administers adjudication services for at least twenty other clients in New York State that call for the exclusion of applicants based upon a violation, dismissed charges or sealed convictions.

PROSPECTIVE RELIEF

WHEREAS, the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 *et seq.*, New York Executive Law §§ 296(6), (15) and (16), New York Correction Law §§ 752-53, New York General Business Law §§ 380 *et seq.*, and New York City Administrative Code § 8-107(10) require, *inter alia*, that (1) credit reporting agencies follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom a criminal record report relates; (2) refrain from reporting non-pending arrests, criminal instruments, charges and accusations that did not result in a criminal conviction; and (3) not aid or abet employers that consider non-pending arrests terminated in favor of the individual and/or resulting in a dismissed or sealed conviction, such as ACDs after entry of dismissal and youthful offender adjudications, or most violations, or that automatically exclude applicants with a criminal record history without considering the nature and gravity of the conviction and its bearing, if any, on any specific responsibilities of the job sought, the time that elapsed since the conviction, the age of the applicant when the offense was committed, and any evidence of rehabilitation.

WHEREAS, the OAG’s investigation involved reviewing documents, including those produced by ChoicePoint pursuant to subpoena *duces tecum*, that showed pertinent policies, procedures and practices of ChoicePoint; taking sworn testimony of ChoicePoint personnel pursuant to subpoena *ad testificandum*; interviewing complainants; and analyzing complaints, adjudication matrices and other relevant data regarding ChoicePoint’s pre-screening, adjudication, and background check services for clients in New York State;

WHEREAS, ChoicePoint neither admits nor denies the OAG’s Findings 2 – 5;

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York Executive Law § 63(15) and to discontinue its investigation of ChoicePoint Workplace Solutions Inc., ChoicePoint Precision Marketing LLC, ChoicePoint Public Records Inc., and ChoicePoint Services Inc.; and

WHEREAS, the parties believe that the obligations imposed by this Assurance are prudent and appropriate;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between ChoicePoint and the OAG, as follows:

Compliance with Federal, State and Local Law

6. ChoicePoint agrees to comply fully with the obligations, terms, and conditions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*; FCRA, 15 U.S.C. §§ 1681 *et seq.*; New York State General Business Law §§ 380 *et seq.*; New York State Executive Law § 63(12); New York Executive Law §§ 296(1), (6), (15) and (16); New York Correction Law §§ 752-53; and New York City Administrative Code § 8-107(10).

Specifically, ChoicePoint will:

a. Instruct clients regarding the federal, state and local privacy and anti-discrimination law requirements that relate to the use of criminal background reports, adjudication services, and pre-screening services, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*; FCRA, 15 U.S.C. §§ 1681 *et seq.*; New York State General Business Law §§ 380 *et seq.*; New York Labor Law § 201-f; New York Executive Law §§ 296(1), (15) and (16); New York Correction Law §§ 752-53; and New York City Administrative Code § 8-107(10); in

each case, such instruction obligation shall be fully satisfied through delivery of a written notice to clients, which shall be submitted to the OAG within sixty (60) days for comment and approval prior to issuance;

- b. Obtain a written certification from clients in substantially the following form, which shall be attached to or incorporated within the service contract: “Customer shall comply with all relevant privacy and anti-discrimination laws in using any information provided by ChoicePoint. Any adjudication matrix or pre-screening instructions that Customer has provided to ChoicePoint for use in adjudicating background reports or implementing a pre-screening service in New York State has been reviewed by Customer’s legal counsel and complies with federal, state, and local privacy and anti-discrimination laws, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*; New York State General Business Law §§ 380 *et seq.*; New York Executive Law §§ 296(1), (15) and (16); New York Correction Law §§ 752-53; and New York City Administrative Code § 8-107(10);”
- c. Refrain from providing a pre-screening service for clients that is designed to disqualify an applicant based upon the applicant’s response to questions regarding the applicant’s criminal record history in violation of New York Executive Law §§ 296(1), (15) or (16); New York Correction Law §§ 752-53; or New York City Administrative Code § 8-107(10), in New York State;

- d. Refrain from providing to its clients any criminal record history obtained from a court or agency in New York State classified as a conviction for a violation relating to an applicant, as evidenced by the classification given to such record by the court from which such record was obtained, provided that ChoicePoint may disclose any disposition that: (a) is required to be obtained by the client pursuant to applicable law; or (b) does not otherwise violate federal, state and local privacy and anti-discrimination laws;
 - e. Refrain from maintaining or reporting records of ACDs after entry of dismissal and youthful offender adjudications of applicants obtained from a court or agency in New York State; and
 - f. Follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom a criminal record report relates in compliance with established law and this Assurance.
7. Provided that should any of the above laws be subject to amendment by the New York State legislature or binding decision by the New York Court of Appeals after the Effective Date but before the expiration of this Assurance, which materially changes ChoicePoint's legal compliance obligations, and upon notice to the other party, the parties agree to discuss a reasonable amendment to paragraph six (6) in accordance with the amendment or decision, and such amendment shall not be unreasonably denied.

Policy Revisions to Comply with Law

8. ChoicePoint agrees to develop and submit within sixty (60) days from the Effective Date to the OAG for its comment and approval, which shall not be unreasonably denied:
 - a. Revised policies and procedures relating to how ChoicePoint obtains and reports the background history of applicants in New York State in compliance with federal, state and local law as outlined in paragraphs six (6) and seven (7) of this Assurance, including but not limited to refraining from maintaining or reporting convictions for violations, ACDs after entry of dismissal and youthful offender adjudications; and
 - b. Revised client documents in compliance with paragraphs six (6) and seven (7) of this Assurance, including but not limited to information regarding legal requirements, sample adjudication matrices, service contracts, written certifications, user manuals and trainings.

Once approved, ChoicePoint shall adhere to such policies and provide a copy of such client documents to personnel who are responsible for compliance with such policies, and shall not make material changes thereto during the duration of this Assurance without prior written approval by the OAG.

Training

9. ChoicePoint agrees to provide within thirty (30) days from the Effective Date a copy of this Assurance to all employees responsible for revising ChoicePoint policies as required by this Assurance.
10. ChoicePoint agrees to develop and submit within sixty (60) days from the Effective Date to the OAG for its comment and approval, which shall not be unreasonably denied, a training program to instruct all employees responsible for providing adjudication or pre-screening services for clients in New York State, or for preparing background reports regarding applicants in New York State on the requirements of the policies described in this Assurance and applicable law. ChoicePoint agrees to require that these employees complete this training within forty-five (45) days of OAG approval, and thereafter within ninety (90) days of hire, and again once every two years after the hire date.
11. ChoicePoint agrees to require that all employees who receive a copy of the Assurance pursuant to paragraph nine (9) sign an acknowledgment of receipt in the form of Exhibit A, and that all employees who attend the required training program pursuant to paragraph ten (10) sign an acknowledgement of attendance in the form of Exhibit B.

Record-Keeping

12. ChoicePoint agrees, unless legally prohibited from doing so or pursuant to a mandatory agreement with a state agency or its agent, to create and maintain the following records for the duration of this Assurance:
 - a. All client documents that relate to paragraphs six (6), seven (7), and eight (8) of this Assurance;
 - b. All criminal record reports of applicants;
 - c. All applicant complaints in New York State, including but not limited to complaints regarding the pre-screening, reporting or adjudication of applicants based upon violations or dismissed or sealed convictions;
 - d. ChoicePoint's policies and procedures for collecting, maintaining, and reporting the criminal record histories of applicants in New York State; and
 - e. All notices, executed training materials and acknowledgment forms required to be posted, conducted and/or executed under paragraphs nine (9) through eleven (11).

Reporting

13. ChoicePoint agrees within sixty (60) days of OAG approval of ChoicePoint's revised policies and every six (6) months thereafter for the duration of this Assurance to prepare and submit a report to the OAG, which shall contain:
 - a. A certification that ChoicePoint has complied with and has not changed in any material respect its policies related to paragraphs six (6) through twelve (12) of this Assurance during the previous six months, or if ChoicePoint is unable to

provide this certification, an explanation of such non-compliance or revision and any attempts to cure such non-compliance;

- b. All documents related to any complaint by an applicant during the previous six months concerning the pre-screening or adjudication of, and the reporting of records relating to, applicants based upon violations or dismissed or sealed convictions obtained from a court or agency in New York State, including but not limited to:
 - i. Any report prepared by ChoicePoint regarding the applicant to a client;
 - ii. Any record of the complaint, including but not limited to the dispute log entry; and
 - iii. All documents concerning the investigation by and resolution of the complaint by ChoicePoint.

Provided, however, that in reporting applicant dispute information ChoicePoint shall not be required to report information that would violate FCRA, 15 U.S.C. §§ 1681 *et seq.*

- c. Any training acknowledgments executed in the previous six months pursuant to paragraph eleven (11) of this Assurance.

Independent Consultant

14. Within sixty (60) days of the Effective Date, ChoicePoint will engage at its own cost an Independent Consultant (“Consultant”), an independent third-party with expertise in the collection, maintenance and reporting of criminal record histories from public sources, to evaluate ChoicePoint’s compliance with subparagraphs 6.d and 6.e of this Assurance. The selection of the Consultant shall be subject to the OAG’s approval, which shall not be unreasonably withheld.
 - a. Within 120 days of the Effective Date, the Consultant shall provide to the OAG a written plan (“Plan”) reflecting the processes and procedures that the Consultant will follow to evaluate compliance with subparagraphs 6.d and 6.e of this Assurance and to report such compliance or non-compliance to the OAG within six months of the Effective Date (“Report”). The Plan shall be subject to the OAG’s approval, which shall not be unreasonably withheld. Upon the OAG’s approval, the Consultant shall implement the processes and procedures set forth in the Plan.
 - b. The Plan shall include a description of her or his review of the maintenance and reporting of criminal background history information, to determine whether ChoicePoint has complied with subparagraphs 6.d and 6.e of this Assurance;
 - c. As part of the review process, the Consultant shall inspect any documents maintained by ChoicePoint and interview any ChoicePoint employees necessary to determine whether ChoicePoint has complied with subparagraphs 6.d and 6.e of this Assurance, and ChoicePoint agrees not to unreasonably deny access to any such witnesses or documents; and

- d. The Consultant shall prepare the Report and provide it to the OAG within thirty (30) days of OAG approval of the Plan. The report shall include:
 - i. A description of the methodologies used by the Consultant to assess ChoicePoint's compliance with subparagraphs 6.d and 6.e of this Assurance;
 - ii. A detailed description of the implementation of each step set forth in the Plan;
 - iii. A brief summary of the revisions made by ChoicePoint in its collection, maintenance, and reporting of criminal record histories to comply with this Assurance; and
 - iv. The Consultant's conclusion as to whether ChoicePoint has complied with subparagraphs 6.d and 6.e of this Assurance.
- 15. If ChoicePoint materially revises the policies identified in subparagraphs 6.d and 6.e of this Assurance after the Report, ChoicePoint agrees to inform OAG within thirty (30) days of the revision and engage at its own cost the Consultant for her or his supplemental review of any such revisions to determine whether they comply with subparagraphs 6.d and 6.e of this Assurance. The Consultant shall provide the supplemental Consultant's report to OAG ("Supplemental Report"), which shall follow the processes and procedures as described in the Plan, within thirty (30) days of such engagement by ChoicePoint.
- 16. Should a review of the documents produced by ChoicePoint provide the Consultant with a good faith belief that ChoicePoint has materially violated any term in subparagraphs 6.d and 6.e of this Assurance relating to the maintenance and reporting of criminal record histories in New York State, the Consultant shall notify the OAG and ChoicePoint of

such violation in its Report or Supplemental Report after which ChoicePoint shall have thirty (30) days to cure the violation and/or object in writing to the OAG, after which the OAG shall make a final determination regarding whether such material violation has occurred.

17. In the event that the Report or Supplemental Report shows a material violation of subparagraphs 6.d and 6.e of this Assurance that was not cured within thirty (30) days of written notice to ChoicePoint, the OAG may require, and ChoicePoint agrees to engage at its own cost, a further Supplemental Report, which shall follow the processes and procedures described in the Plan and shall be provided to the OAG within thirty (30) days of such engagement.
18. The OAG, at its reasonable discretion, shall have the right to require ChoicePoint to change the Consultant.

Monetary Payment

19. ChoicePoint agrees to pay the sum of \$200,000 to the State of New York.
20. Payment shall be made within thirty (30) days of the Effective Date in the form of a wire transfer, or a certified or bank check made out to the New York State Department of Law and forwarded to the Office of Attorney General, Civil Rights Bureau, 120 Broadway, New York, New York 10271, Attention: Alphonso David, Bureau Chief for Civil Rights. Any payments and all correspondence related to this Assurance must reference **AOD No. 09-165**.

Miscellaneous

21. OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by ChoicePoint and its counsel and OAG's own factual investigation as set forth in Findings 2 - 5 above. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by OAG in its sole discretion.
23. This Assurance will expire three (3) years after the Effective Date, except that the OAG may, in its sole discretion, extend the Assurance term upon a good-faith determination that ChoicePoint has not complied with this Assurance, which non-compliance the OAG will discuss and attempt to resolve with ChoicePoint in good faith before making such determination.
24. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by ChoicePoint in agreeing to this Assurance.
25. This Assurance binds ChoicePoint and its principals, directors, beneficial owners, officers, shareholders, successors, assigns, "d/b/a" companies, subsidiaries and affiliates, and any other business entities whom any such individuals may hereafter form or control.
26. ChoicePoint represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. ChoicePoint agrees not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects ChoicePoint's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of

litigation or other legal proceedings to which OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by ChoicePoint.

27. This Assurance may not be amended except by an instrument in writing signed on behalf of all the parties to this Assurance.
28. This Assurance shall be binding on and inure to the benefit of the parties to this Assurance and their respective successors and assigns, provided that no party, other than OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG.
29. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.
30. To the extent not already provided under this Assurance, ChoicePoint agrees to, upon request by OAG, provide all documentation and information necessary for OAG to verify compliance with this Assurance.
31. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

If to OAG, to:

**Andrew Elmore
Section Chief
Office of the Attorney General
Civil Rights Bureau, 23rd Floor
120 Broadway
New York, New York 10271-0332**

If to ChoicePoint, to:

David M. Zornow, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036-6522

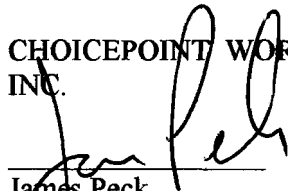
Any changes in the person to whom communications should be specifically directed shall be made in advance of the change.


32. Acceptance of this Assurance by OAG shall not be deemed approval by OAG of any of the practices or procedures referenced herein, and ChoicePoint shall make no representation to the contrary.
33. Pursuant to Executive Law Section 63(15), evidence of a violation of this Assurance shall constitute *prima facie* proof of violation of the applicable law in any action or proceeding thereafter commenced by OAG.
34. If a court of competent jurisdiction determines that ChoicePoint has breached this Assurance, ChoicePoint shall pay to OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.
35. OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.
36. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

IN WITNESS THEREOF, this Assurance is executed by the parties hereto on December 17, 2009.

Dated: New York, New York
December 11, 2009

CHOICEPOINT WORKPLACE SOLUTIONS
INC.

By: 
James Peck
Chief Executive Officer

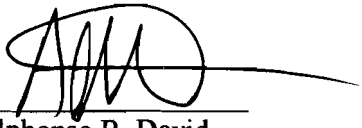

David M. Zornow
Anand S. Raman
Austin K. Brown
Counsel to ChoicePoint WorkPlace Solutions
Inc.
Skadden, Arps, Slate, Meagher & Flom LLP

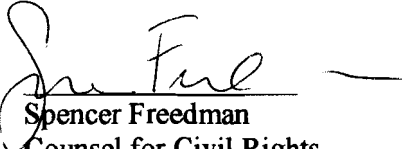
*Approved by Legal
CAB*

CONSENTED TO:

ANDREW M. CUOMO
Attorney General of the State of New York

Dated: New York, New York
December 17, 2009

By: 
Alphonso B. David
Bureau Chief


Spencer Freedman
Counsel for Civil Rights

Andrew J. Elmore
Section Chief

Office of the New York State Attorney General
120 Broadway, 23rd Floor
New York, New York 10271
Tel. (212) 416-8250
Fax (212) 416-8074

EXHIBIT A

ACKNOWLEDGMENT FORM

ChoicePoint

On _____, 20__, I received and fully read the Assurance of Discontinuance entered into between the New York Office of Attorney General (“OAG”) and ChoicePoint regarding ChoicePoint’s obligation to adhere to its revised policies related to preparing criminal history reports, and providing pre-screening and adjudication services to clients for employment purposes in New York State, specifically to comply with federal, state and local laws regarding the reporting of and consideration of criminal background history for employment purposes. I understand my legal responsibilities and will comply with those responsibilities.

I have been informed by my employer that I will not be retaliated against by my employer for providing information to any law enforcement agency (including the New York State Office of the Attorney General, Civil Rights Bureau, 120 Broadway, 23rd Floor, New York, NY 10271, telephone (800) 771-7755 or (212) 416-8250) or official regarding my employer’s compliance with the above laws.

Print Name: _____

Signature: _____ Date: _____

EXHIBIT B

ACKNOWLEDGMENT FORM

ChoicePoint

On _____, 20__, I attended a training seminar with respect to my responsibilities under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681 et seq., New York Executive Law §§ 296(6), (15) and (16), New York Correction Law §§ 752-53, New York General Business Law § 380 et seq., and New York City Administrative Code § 8-107(10). I was also instructed as to ChoicePoint’s policies and procedures related to ChoicePoint’s clients who use ChoicePoint services for employment purposes in New York State, which require ChoicePoint to provide such clients with a certain notice related to the above laws, and prohibits ChoicePoint from providing certain specified categories of records to clients for employment purposes that cannot be lawfully considered in an employment application. I understand my legal responsibilities and will comply with those responsibilities.

I have been informed by my employer that I will not be retaliated against by my employer for providing information to any law enforcement agency (including the New York State Office of the Attorney General, Civil Rights Bureau, 120 Broadway, 23rd Floor, New York, NY 10271, telephone (800) 771-7755 or (212) 416-8250) or official regarding my employer’s compliance with the above laws.

Print Name: _____

Signature: _____ Date: _____