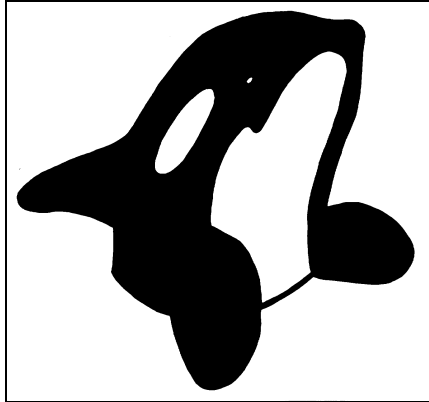


ORCA Information, Inc.



Employment Screening Services

Orca Information, Inc.
PO Box 277
Anacortes, WA 98221
Phone: 800-341-0022 / (360) 588-1633
Fax: 800-522-6722 / (360) 588-1189
www.orcainfo-com.com
orca@orcainfo-com.com



Getting Started With ORCA

Employment Screening

Receive Reports Online Or By Fax

Steps to set-up your account with Orca

There is a one-time only set-up fee of \$95

Complete and fax, or scan then email to our office the following:

1. Membership Application
2. Service Agreement, (*Both Part A (has two appendixes) and Part B*).
3. OnSite Inspection – Required by the credit bureaus

On-Site Inspection

A site inspection must be preformed at the principal place of business and any and all sites receiving consumer reports or any part of the consumer report or any information from the consumer report or any decision made to rent to an applicant based on that information.

Place of Business: Must have a secured area where retail consumer reports are accessed and stored (locked filing cabinet if hard copy or password protection if stored on computer) AND a shredder to destroy reports no longer needed, etc.

At the On-Site inspection photos will be taken of the following:

1. Your signage and/or front door of business/rental office
2. Locked File Cabinet or locked room/office where you store the consumer reports
3. Shredder – where you destroy the consumer reports before discarding.

Attention!! Avoid the credit bureau requirements!

Orca has developed an Employment Screening process without using credit information. It is as good if not better than one with credit information.

ORCA’S “ALTERNATIVE REPORT”

Every Report Orca Currently Offers Can Be Ordered As An “Alternative Report”

1. Send Orca the rental application filled out in full, and written in black ink. Mark on the application what kind of report you want – Employment Mini, Full Background, etc...(see enclosed Orca’s Employment Screening Reports list). You will receive the following results of our investigation:
 - a) In lieu of the credit report Orca will send to you ID Verification– Validation of the applicant(s) identity such as: Confirmation of name, SS#, DOB, and AKA’s (Also Known As), plus addresses where they have lived and other pertinent demographic information;
 - b) All other desired information – Depending upon the type of report you have chosen. Cost is the same as the established reports as the work and our cost remains the same.

Request Form For On Site Inspection

Please fill out the following form and return to Orca Information.

- I would like to schedule an appointment ASAP to avoid any lapse in my service. Please schedule the appointment at the following number and location, where reports are stored.**

Company Name:

Contact Person:

Physical Address:

Phone Number:

**A representative from Trend Source or Orca Information will give you a call in the next several days to setup your inspection. It should take no more than 10-15 minutes. Inspection fees may vary.

- I do not wish to schedule an onsite inspection and I do understand that without an onsite inspection I cannot receive consumer reports from Orca Information.

Please return your completed request form via one the following methods:

1. Email to compliance@orcainfo-com.com
2. Fax to 1-800-522-6722
3. Phone to 1-800-341-0022 and ask for the compliance department.

Thank you for your cooperation in this matter, The Orca Pod



Membership Application
PLEASE PROVIDE THE FOLLOWING:

How did you hear about Orca? _____

Do you want reports sent by Fax or Electronically? _____

How long has your company been in business: Years _____ Months _____

Web-Site Address is: _____

Company Name: _____

Physical Address: _____

City/State/Zip: _____

Mailing Address (if different): _____

City/State/Zip: _____

Contact Person: _____ Title: _____

Phone: Office _____ Fax: _____

Alternate Phone: _____ Site Email: _____

List Branch Office Receiving Reports: _____

Office Name: _____

Address: _____

City/State/Zip: _____

Branch Office Contact: _____

Phone: _____ Fax: _____

Email: _____

List Additional Offices and Contact Information on Separate Sheet of Paper

Send Monthly Invoice To (Email or Regular Mail Address):

Email Address: _____; or

Mail To: _____

Address: _____

City/State/Zip: _____

Service Agreement

Part A

Amended July 7, 2007

This agreement by and between Orca Information, Inc., PO Box 277, Anacortes, Washington 98221 (“Orca”) and the company named below (“End User”) and/or its designated agent(s), desires to use our services at the regular prices established and agrees that all reports will be submitted and received subject to the following conditions: End User is a Legitimate Business and has a permissible purpose for obtaining consumer reports (not credit reports) in accordance with the Fair Credit Reporting Act (15 U.S.C 1681 et seq.) including, without limitation, all amendments thereto (“FCRA”). The End User certifies its permissible purpose as:

- In connection with a employment screening application involving the consumer; and
- In accordance with the written instructions of the consumer;

1. Engagement and Duties. End User engages Orca and Orca agrees to provide End User with public record information and other background information related services (“information”) necessary to serve End User information needs. End User accepts all information “AS IS” WITHOUT WARRANTY, EXPRESS OR IMPLIED, and agrees to pay Orca the applicable rates and charges therefore set forth in Paragraph below.

2. Compliance With Laws. End User represents and warrants that it shall comply with all Federal, State, and local statutes, regulations, and ordinances governing the use and distribution of information furnished by Orca including, but not limited to, all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990) and all regulations promulgated there under. End User certifies that reports may be requested for exclusive use only for employment screening purposes or in connection with legitimate business needs only when INITIATED BY THE CONSUMER. User certifies to Orca that it will not request a consumer report for employment screening, or in connection with legitimate business purposes unless:

- Make a disclosure to the applicant that consumer report may be obtained for employment screening and/or in connection with legitimate business purposes;
- The consumer has AUTHORIZED IN WRITING the procurement of the report; and
- Information from the consumer report furnished by Orca will not be used in violation of any applicable Federal, State or local law, statute, regulation, or ordinance.
- End User will maintain copies of all written authorizations (employment application) for a minimum of five (5) years from the date of inquiry.
- End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Orca and End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Orca, End User shall not disclose to consumers or any third party, any of all such scores provided under such agreement, unless clearly required by law.

Adverse Action Procedures

When End User takes “adverse action” based on information in whole or part from a consumer report for employment purposes - denying a job applicant, reassigning or terminating an employee, or denying a promotion, it will provide:

- Oral, written or electronic pre-adverse action disclosure that includes a copy of the individual’s consumer report and a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act” – a document prescribed by the Federal Trade Commission (FTC). See enclosed Consumer Rights letter which will;
- Include the name, address and toll-free telephone number (for national bureaus only) of the consumer reporting agency; and also include
- A notice that the adverse decision was not made by the credit bureau or by Orca Information and that the credit bureau cannot provide the specific reasons;
- The consumer’s right to obtain a free copy of the report
- A notice of the right to dispute the accuracy or completeness of any information Orca furnished, and the right to an additional free consumer report from Orca upon written request within 60 days.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

3. Consideration and Invoice Payment. End User shall pay Orca for services based on a statement system. Acceptable payments are:

- From the End User - Business account check, or Credit Card upon receipt of the monthly statement. Terms for monthly statements Emailed or mailed to End User Terms are Due Upon Receipt. Accounts in arrears of 30 days will assume a monthly service fee of \$5.00. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.
- Provide credit information on End User as may be requested by Orca during the course of this agreement.
- Acknowledge that a facsimile of this agreement is as valid as the original.
- Recognize that in order to remain in compliance with laws and regulations governing consumer-reporting agencies Orca may make modifications to this agreement from time to time. These modifications may be mailed to the End User and the End User's use of Orca's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

4. Deliverability and Time Service of Information.

- End User shall submit all requests for information to Orca in Writing by on-line transmission, or by facsimile. Upon receipt of a screening/information request, Orca shall use its best efforts to provide to End User search results in a timely manner. All information requests received after 4:00 PST will be considered as received next business day.
- End User certifies that reports will be requested only by End User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.
- End User recognizes that information is obtained and managed by fallible sources, and that for the fee charged, Orca does not guarantee to insure the accuracy or the depth of information provided.
- End User assumes responsibility for the final verification of the applicant's identity.
- End User bases employment placement decisions or any actions on the End User's lawful policies and procedures and recognize that Orca employees are not allowed to render any legal opinions regarding information contained in a consumer report.

5. Limitations of Liability. Orca recognizes the importance of furnishing accurate information to End User and will make all reasonable efforts in providing timely and accurate information. End User understands and agrees that any information furnished pursuant to this Agreement has been created and maintained and reported by various Federal, State, and County agencies and other third parties, which are not under the control of Orca. In many states court and criminal databases are limited and/or un-reliable or the agencies recording the information are uncooperative and make their records unavailable to the public. Responsibility for the accuracy of the information rests solely with said various agencies and other third parties, who create, maintain, and report, said information.

Orca compares full name and AKA's (also known as) and date of birth with that of county and state records. Court records of database information changes daily and no guarantee is made that all records or absence of a record is 100% accurate. Please see your employment attorney for using compliance with employment laws when public records are used in the decision-making.

End User agrees to uphold provisions of the FCRA Disclosure and Federal FACT Act (Appendix A & B).

6. Reinvestigation Provision. In the event of a dispute over the accuracy of information provided by Orca, Orca shall promptly reinvestigate such claims and provide any necessary corrections without additional cost to End User. In the event such reinvestigation does not reveal inaccuracies, Orca reserves the right to invoice End User pursuant to Section 3 hereof for the additional research.

7. Limitations of Actions. No claim may be asserted by either party hereto against the other party with respect to any event, act, or omission that occurred more than two (2) years prior to such claim being asserted.

8. Indemnity. End User agrees whether or not this Agreement has expired or been terminated, to assume liability for, and End User hereby agrees to indemnify, defend and save and keep harmless Orca, its employees, agents, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorneys fees and cost) that may be imposed on, incurred by

or asserted against Orca, its employees, agents, or representatives, in any way relating to, resulting from, based upon, or arising out of the services performed or information provided pursuant to this Agreement.

9. Attorney's Fees. If any action at law or in equity, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged breach of the provision of this Agreement, or in any way arising out of the transactions contemplated in this Agreement, whether sounding in tort or contract or otherwise, the prevailing party is entitled to recover reasonable attorney's fees and other cost incurred in connection with such action, argitration or other proceeding (including, but not limited to, expenses and costs of investigations, witness fees and travel), in addition to any other relief to which the prevailing party may be entitled.

10. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Washington. Any claim or cause of action shall be brought by either party in the County of Skagit, State of Washington.

12. We understand and agree that this letter constitutes all conditions of service and of reporting, present and future and applies to all reports made by you and by your affiliated companies or branches to our Company at the Home Office or to any of our branches or service offices. No changes in these conditions may be made except by consent in writing of an officer of Orca Information, Inc.

13. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Orca Information, Inc. may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

We have signed and agree to the following exhibits: **Appendix A (FCRA) and Appendix B (FACTA).**

_____	_____
Date	Date
_____	_____
Signed by	Signed by
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Officer of Company	Orca Information, Inc.

Appendix A – FCRA Disclosure

A Disclosure Required by FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 – 1681y, **requires that this notice be provided to inform users of consumer reports of their legal obligations.** State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission’s Website: www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission’s Website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS (END USERS)

A. Users Must Have a Permissible Purpose:

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) (employment screening) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person is denied (or increases the charge for) for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the

nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving employment, initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at www.ftc.gov/credit.

II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

III. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

IV. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

V. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VI. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.com.

VII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) The identity of all end-users;
 - (2) Certifications from all users of each purpose for which reports will be used; and
 - (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.

Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

VIII. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619. The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA. Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 610 15 U.S.C. 1681h	Section 620 15 U.S.C. 1681r
Section 603 15 U.S.C. 1681a	Section 611 15 U.S.C. 1681i	Section 621 15 U.S.C. 1681s
Section 604 15 U.S.C. 1681b	Section 612 15 U.S.C. 1681j	Section 622 15 U.S.C. 1681s-1
Section 605 15 U.S.C. 1681c	Section 613 15 U.S.C. 1681k	Section 623 15 U.S.C. 1681s-2
Section 605A 15 U.S.C. 1681cA	Section 614 15 U.S.C. 1681l	Section 624 15 U.S.C. 1681t
Section 605B 15 U.S.C. 1681cB	Section 615 15 U.S.C. 1681m	Section 625 15 U.S.C. 1681u
Section 606 15 U.S.C. 1681d	Section 616 15 U.S.C. 1681n	Section 626 15 U.S.C. 1681v
Section 607 15 U.S.C. 1681e	Section 617 15 U.S.C. 1681o	Section 627 15 U.S.C. 1681w
Section 608 15 U.S.C. 1681f	Section 618 15 U.S.C. 1681p	Section 628 15 U.S.C. 1681x
Section 609 15 U.S.C. 1681g	Section 619 15 U.S.C. 1681q	Section 629 15 U.S.C. 1681y

I hereby acknowledge that I was provided a copy of the FCRA Appendix A.

By: _____ Date: _____

Appendix B - The Fair and Accurate Credit Transactions Act (FACTA) Notification

The Fair and Accurate Credit Transactions Act of 2003. Also known as the FACT Act, was signed into law on December 4, 2003. In general, the Act amends the Fair Credit Reporting Act ("FCRA"). The Act contains a number of provisions intended to combat consumer fraud and related crimes, including identity theft, and to assist its victims. Specifically the act requires the destruction of PAPERS CONTAINING CONSUMER INFORMATION.

The FACTA (Fair and Accurate Credit Transaction Act) Disposal Rule applies to every U.S. business or employer that uses consumer information, from Fortune 500 corporations to the mom-and-pop property management company. It's clearly a major step forward in the fight to give consumers greater control over their personal information and how it is used — or abused.

FACTA represents a big change in the way many small and medium-sized companies do business. Some of them may be in for a serious shock.

FACTA could be the MOST financially damaging act to businesses signed into law in recent years. With Identity Theft reaching epidemic proportions, the new FACTA law has taken aim at “any person who maintains or otherwise possesses consumer (Applicant) or employee information for business purpose.”

The Facts on FACTA (Disposal Rule)

- 1) Designed to reduce the risk of consumer fraud and identity theft applies to every business in the US.
- 2) Requires businesses to destroy ALL personal information on consumers (customers, applicants, employees, clients etc.) before discarding it. Access to this personal information is strictly limited by other Federal Laws (HIPPA, Gramm, Leach, Blilley etc.)
- 3) States that every person and/or business MUST protect against unauthorized access to or use of the information in connection with its disposal.
- 4) Allows for Civil liability should an employees identity be stolen due to an employers failure to act.
- 5) Consumers (Applicants) may be entitled to recover actual damages sustained as a result of a FACTA violation. (Financial losses and work hours lost).
- 6) Courts are authorized to award punitive damages and attorney's fees, in an individual or a class action suit.
- 7) State and Federal fines may be imposed on the business or employer per breach of personal information. Those fines are up to but not to exceed \$1,000 and \$2,500 respectively.

We understand our requirements under the FACTA Act.

By: _____ Date: _____

Service Agreement

Part B – FCRA Compliance Checklist

FCRA Requirement – Establishment of Permissible Purpose

What is the nature of your business (Restaurant, Rental Management, Mobile Home Park Management, Real Estate Sales, General Contractor, Carpet Cleaning, etc.)?

I/We will be using Consumer Reports for the sole purpose of Employment Screening.

Pursuant To The Fair Credit Reporting Act:

- Yes No I have read and understand my responsibilities under the Fair Credit Reporting Act (Appendix A & B of Service Agreement)
- Yes No I understand employees may not request reports on themselves
- Yes No I agree that before sending applications to Orca Information, Inc. for processing, all consumers/applicants will read and sign the application for employment.
- Yes No I understand and agree that all confidential information/screening reports will be received in a secured area only (away from other employees, and people) and handled only by those designated to receive and review confidential information on consumer/applicants).
- Yes No I understand that before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken. (copies attached)
- Yes No I understand that the consumers/applicants confidential information will not be discussed in front of any other person(s) regardless of their relationship unless permission is given to do so by the applicant / consumer in writing. Signature and date will be on the written permission document.
- Yes No I agree to keep such written permission with the applicants/consumers file in a secured area for up to five (5) years, and at the appropriate time will shred the information in a shredder **before** disposing (sometimes files are kept in a computer).
- Yes No I agree to keep all confidential information on a consumer/applicant in a LOCKED FILE CABINET (and/or in a room with a locked door).
- Yes No When storing applicant/consumer reports or other confidential information in a computer(s), I agree to keep passwords and access codes to consumer reports in a secure place.
- Yes No I agree that only those employees authorized to review the confidential information on a computer will have access to those codes.
- Yes No I agree that computer passwords and codes for accessing applicants/consumer confidential information will be changed every ninety (90) days.
- Yes No I agree that any computer passwords given to employees who leave the company and had access to consumer reports will be deactivated immediately.

- Yes No I agree to train employees who have access to the consumer reports and who interact with applicants, on the Fair Credit Reporting Act (FCRA).
- Yes No I understand that the credit reports and/or any part of the report on the applicant/consumer may not be re-sold.
- Yes No Are you associated or affiliated with any of the following?: Adult entertainment, attorney or law office, bail bondsman, check cashing, credit counseling, credit repair, dating service, financial counseling, genealogical research, massage service, company that locates missing children, pawn shop, private detective, individual seeking information for private use, spiritual counseling, subscriptions (magazines, book clubs), tattoo service, insurance company, law enforcement (unless for employment screening purposes), legal services.

If you are associated with any of the above, contact Orca's Compliance Department for additional information.

I have read and understand my responsibilities under the FCRA.

User Authorized Signature	Print Name	Title	Date
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Orca Authorized Signature	Print Name	Title	Date
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CREDIT APPLICATION
Sole Proprietor and/or Partnership
Must be filled out by Owner or one for each Partner

THIS APPLICATION MUST BE COMPLETED IN FULL

Applicant's Last Name	First	M.I.	Social Security Number	Date of Birth
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ADDRESS INFORMATION				
Present Address	City	State	Zip Code	How Long? _____ Yrs. _____ Mo.
Day Phone ()	Fax ()			
Night Phone ()	Email: _____			
Previous Address	City	State	Zip Code	How Long? _____ Yrs. _____ Mo.

In compliance with the Fair Credit Reporting Act, we are informing you that information as to your **CREDIT REPORT** will be retrieved. I certify that the facts set forth in this application are true and complete. I agree that a complete investigation of all information on this application will not constitute invasion of privacy. I authorize **ORCA INFORMATION , INC., PO Box 277, Anacortes, WA 98221, 360-588-1633** to obtain a **CREDIT REPORT**, as necessary.

Signature of Applicant

Date

Orca Information, Inc.
Phone: (800) 341-0022 Fax: (800) 522-6722

Sample Letter of Intent
(On your company letterhead)
(Required only for those receiving credit reports)

Date

Orca Information, Inc.
PO Box 277
Anacortes, WA 98221

RE: Letter of Intent

To Whom It May Concern:

I am the _____ (your title) of _____
(name of your company) and use information from credit reports and court records, ext.
exclusively in connection with an employment screening application. We have _____
number of employees and anticipate using your services on a regular basis.

Sincerely,

Susie Q
CEO (officer, owner or authorized manager)

Orca's Employment Reports

Circle the type of report you will be requesting

Employment Mini

\$35.00

2 to 4 hours

- Includes credit report or identity search, name and Social Security verification, court records and sex offender check.

Employment Mini + Driving Record

\$62.00

2 to 4 hours

- Includes credit report or identity search, name and Social Security verification, court records and sex offender check and the applicant's driving record.

Employment Full Background

\$68.00

24 hours

With driving records

\$89.00

- Includes credit report or identity search, name and Social Security verification, court records, current and previous employment verifications, education verification and sex offender check.

Education Verification

\$15.00 Each

- Confirmation of the subject's claimed educational credentials (college, professional, doctorate, or technical degrees). Search confirms highest degree completed or enrolled.

Driving Record (MVR)

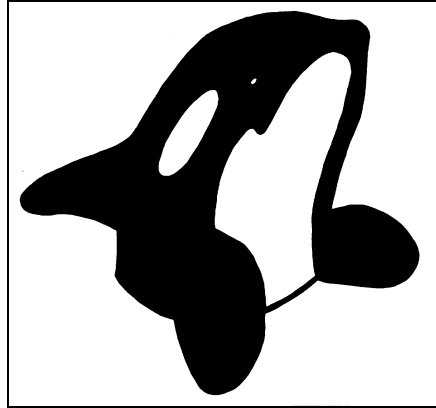
\$30.00

Turn-around times vary.

- All 50 States available.

Customized Reports Available

Reports mailed to clients - additional \$5.00



**Forms You May Want to Use
in the Employment Screening Process**

CONSUMER RIGHTS

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

Dear Applicant:

We regret to inform you that your application for employment at _____ has been rejected. We are hereby informing you of certain information pursuant to the Fair Credit Reporting Act. Your rights as a consumer are as follows:

THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA) IS DESIGNED TO PROMOTE ACCURACY, FAIRNESS, AND PRIVACY OF INFORMATION IN THE FILES OF EVERY "CONSUMER REPORTING AGENCY" (CRA). MOST CRA'S ARE CREDIT BUREAUS THAT GATHER AND SELL INFORMATION ABOUT YOU -- SUCH AS IF YOU PAY YOUR BILLS ON TIME OR HAVE FILED BANKRUPTCY -- TO CREDITORS, EMPLOYERS, LANDLORDS, AND OTHER BUSINESSES. YOU CAN FIND THE COMPLETE TEXT OF THE FCRA, 15 U.S.C §§1681-1681U, AT THE FEDERAL TRADE COMMISSION'S WEB SITE ([HTTP://WWW.FTC.GOV](http://www.ftc.gov)). THE FCRA GIVES YOU SPECIFIC RIGHTS, AS OUTLINED BELOW. YOU MAY HAVE ADDITIONAL RIGHTS UNDER STATE LAW. YOU MAY CONTACT A STATE OR LOCAL CONSUMER PROTECTION AGENCY OR A STATE ATTORNEY GENERAL TO LEARN THOSE RIGHTS.

- YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU. ANYONE WHO USES INFORMATION FROM A CRA TO TAKE ACTION AGAINST YOU -- SUCH AS DENYING AN APPLICATION FOR CREDIT, INSURANCE, OR EMPLOYMENT -- MUST TELL YOU, AND GIVE YOU THE NAME, ADDRESS, AND PHONE NUMBER OF THE CRA THAT PROVIDED THE CONSUMER REPORT.

- YOU CAN FIND OUT WHAT IS IN YOUR FILE. AT YOUR REQUEST, A CRA MUST GIVE YOU THE INFORMATION IN YOUR FILE, AND A LIST OF EVERYONE WHO HAS REQUESTED IT RECENTLY. THERE IS NO CHARGE FOR THE REPORT IF A PERSON HAS TAKEN ACTION AGAINST YOU BECAUSE OF INFORMATION SUPPLIED BY THE CRA. IF YOU REQUEST THE REPORT WITHIN 60 DAYS OF RECEIVING NOTICE OF THE ACTION. YOU ALSO ARE ENTITLED TO ONE FREE REPORT EVERY TWELVE MONTHS UPON REQUEST IF YOU CERTIFY THAT (1) YOU ARE UNEMPLOYED AND PLAN TO SEEK EMPLOYMENT WITHIN 60 DAYS, (2) YOU ARE ON WELFARE, OR (3) YOUR REPORT IS INACCURATE DUE TO FRAUD. OTHERWISE, A CRA MAY CHARGE YOU UP TO EIGHT DOLLARS AND FIFTY CENTS.

- YOU CAN DISPUTE INACCURATE INFORMATION WITH THE CRA. IF YOU TELL A CRA THAT YOUR FILE CONTAINS INACCURATE INFORMATION, THE CRA MUST INVESTIGATE THE ITEMS (USUALLY WITHIN 30 DAYS) BY PRESENTING TO ITS INFORMATION SOURCE ALL RELEVANT EVIDENCE YOU SUBMIT, UNLESS YOUR DISPUTE IS FRIVOLOUS. THE SOURCE MUST REVIEW YOUR EVIDENCE AND REPORT ITS FINDINGS TO THE CRA. (THE SOURCE ALSO MUST ADVISE NATIONAL CRA'S -- TO WHICH IT HAS PROVIDED THE DATA -- OF ANY ERROR.) THE CRA MUST GIVE YOU A WRITTEN REPORT OF THE INVESTIGATION, AND A COPY OF YOUR REPORT IF THE INVESTIGATION RESULTS IN ANY CHANGE. IF THE CRA'S INVESTIGATION DOES NOT RESOLVE THE DISPUTE, YOU MAY ADD A BRIEF STATEMENT IN FUTURE REPORTS. IF AN ITEM IS DELETED OR A DISPUTE STATEMENT IS FILED, YOU MAY ASK THAT ANYONE WHO HAS RECENTLY RECEIVED YOUR REPORT BE NOTIFIED OF THE CHANGE.

- INACCURATE INFORMATION MUST BE CORRECTED OR DELETED. A CRA MUST REMOVE OR CORRECT INACCURATE OR UNVERIFIED INFORMATION FROM ITS FILES, USUALLY WITHIN

30 DAYS AFTER YOU DISPUTE IT. HOWEVER, THE CRA IS NOT REQUIRED TO REMOVE ACCURATE DATA FROM YOUR FILE UNLESS IT IS OUTDATED (AS DESCRIBED BELOW) OR

CANNOT BE VERIFIED. IF YOUR DISPUTE RESULTS IN ANY CHANGE TO YOUR REPORT, THE CRA CANNOT REINSERT INTO YOUR FILE A DISPUTED ITEM UNLESS THE INFORMATION SOURCE VERIFIES ITS ACCURACY AND COMPLETENESS. IN ADDITION, THE CRA MUST GIVE YOU A WRITTEN NOTICE TELLING YOU IT HAS REINSERTED THE ITEM. THE NOTICE MUST INCLUDE THE NAME, ADDRESS AND PHONE NUMBER OF THE INFORMATION SOURCE.

- YOU CAN DISPUTE INACCURATE ITEMS WITH THE SOURCE OF THE INFORMATION. IF YOU TELL ANYONE -- SUCH AS A CREDITOR WHO REPORTS TO A CRA -- THAT YOU DISPUTE AN ITEM THEY MAY NOT THEN REPORT THE INFORMATION TO A CRA WITHOUT INCLUDING A NOTICE OF YOUR DISPUTE. IN ADDITION, ONCE YOU'VE NOTIFIED THE SOURCE OF THE ERROR IN WRITING, IT MAY NOT CONTINUE TO REPORT THE INFORMATION IF IT IS, IN FACT, AN ERROR.- OUTDATED INFORMATION MAY NOT BE REPORTED. IN MOST CASES, A CRA MAY NOT REPORT NEGATIVE INFORMATION THAT IS MORE THAN SEVEN YEARS OLD; TEN YEARS FOR BANKRUPTCIES.

- ACCESS TO YOUR FILE IS LIMITED. A CRA MAY PROVIDE INFORMATION ABOUT YOU ONLY TO PEOPLE WITH A NEED RECOGNIZED BY THE FCRA -- USUALLY TO CONSIDER AN APPLICATION WITH A CREDITOR, INSURER, EMPLOYER, LANDLORD, OR OTHER BUSINESS.
- YOUR CONSENT IS REQUIRED FOR REPORTS THAT ARE PROVIDED TO EMPLOYERS, OR REPORTS THAT CONTAIN MEDICAL INFORMATION. A CRA MAY NOT GIVE OUT INFORMATION ABOUT YOU TO YOUR EMPLOYER, OR PROSPECTIVE EMPLOYER, WITHOUT YOUR WRITTEN CONSENT. A CRA MAY NOT REPORT MEDICAL INFORMATION ABOUT YOU TO CREDITORS, INSURERS, OR EMPLOYERS WITHOUT YOUR PERMISSION.

- YOU MAY CHOOSE TO EXCLUDE YOUR NAME FROM CRA LISTS FOR UNSOLICITED CREDIT AND INSURANCE OFFERS. CREDITORS AND INSURERS MAY USE FILE INFORMATION AS THE BASIS FOR SENDING YOU UNSOLICITED OFFERS OF CREDIT OR INSURANCE. SUCH OFFERS MUST INCLUDE A TOLL-FREE PHONE NUMBER FOR YOU TO CALL IF YOU WANT YOUR NAME AND ADDRESS REMOVED FROM FUTURE LISTS. IF YOU CALL, YOU MUST BE KEPT OFF THE LISTS FOR TWO YEARS. IF YOU REQUEST, COMPLETE, AND RETURN THE CRA FORM PROVIDED FOR THIS PURPOSE, YOU MUST BE TAKEN OFF THE LISTS INDEFINITELY.

- YOU MAY SEEK DAMAGES FROM VIOLATORS. IF A CRA, A USER OR (IN SOME CASES) A PROVIDER OF CRA DATA, VIOLATES THE FCRA, YOU MAY SUE THEM IN STATE OR FEDERAL COURT. THE FCRA GIVES SEVERAL DIFFERENT FEDERAL AGENCIES AUTHORITY TO ENFORCE THE FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:

PLEASE CONTACT: CRA'S CREDITORS AND OTHERS NOT FEDERAL TRADE COMMISSION LISTED BELOW
CONSUMER RESPONSE CENTER – FCRA, WASHINGTON, DC 20580, 202-326-3761

NATIONAL BANKS, FEDERAL BRANCHES / OFFICE OF THE COMPTROLLER OF THE CURRENCY
AGENCIES OF FOREIGN BANKS (WORD COMPLIANCE MANAGEMENT, MAIL STOP 6-6
"NATIONAL" OR INITIALS "N.A." WASHINGTON, DC 20219, APPEAR IN OR AFTER BANK'S NAME)
800-613-6743

FEDERAL RESERVE SYSTEM MEMBER BANKS FEDERAL RESERVE BOARD
(EXCEPT NATIONAL BANKS, AND FEDERAL DIVISION OF CONSUMER & COMMUNITY AFFAIRS
BRANCHES / AGENCIES OF FOREIGN WASHINGTON, DC 20551
BANKS) 202-452-3693

SAVINGS ASSOCIATIONS AND FEDERALLY OFFICE OF THRIFT SUPERVISION "FEDERAL" OR INITIALS "F.S.B." WASHINGTON, DC 20552, APPEAR IN FEDERAL INSTITUTION'S 800-842-6929
FEDERAL CREDIT UNIONS (WORDS NATIONAL CREDIT UNION ADMINISTRATION "FEDERAL CREDIT UNION" APPEAR IN 1775 DUKE STREET INSTITUTION'S NAME) ALEXANDRIA, VA 22314, 703-518-6360

STATE-CHARTERED BANKS THAT ARE NOT FEDERAL DEPOSIT INSURANCE CORPORATION MEMBERS OF THE FEDERAL RESERVE DIVISION OF COMPLIANCE & CONSUMER AFFAIRS SYSTEM WASHINGTON, DC 20429, 800-934-FDIC

AIR, SURFACE, OR RAIL COMMON DEPARTMENT OF TRANSPORTATION CARRIERS REGULATED BY FORMER CIVIL OFFICE OF FINANCIAL MANAGEMENT AERONAUTICS BOARD OR INTERSTATE WASHINGTON, DC 20590, 202-366-1306

You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, you can contact your state local consumer protection agency or your state attorney general's office.
Sincerely,

From	To	Employer	Telephone Number
Position	Wage	Address	
Supervisor	Title	Job Responsibilities	
Reason For Leaving			
From	To	Employer	Telephone Number
Position	Wage	Address	
Supervisor	Title	Job Responsibilities	
Reason For Leaving			

Residential History

Please provide your current and previous residential history.

CURRENT ADDRESS					Rent _____ Own _____ Lease _____			
Street Address			Apt #	City		State	Zip Code	
Name of Apartments (if applicable)				How Long?		From	To	
Landlord/Management Company/Owner/Mortgage Company								
Landlord/ Mortgage Company Address				City		State	Zip Code	
Telephone Number			Fax Number			Email Address		
PREVIOUS ADDRESS					Rent _____ Own _____ Lease _____			
Street Address			Apt #	City		State	Zip Code	
Name of Apartments (if applicable)				How Long?		From	To	
Landlord/Management Company/Owner/ Mortgage Company								
Landlord/ Mortgage Company Address				City		State	Zip Code	
Telephone Number			Fax Number			Email Address		

CONTINUED ON NEXT PAGE

AN EQUAL OPPORTUNITY EMPLOYER

Skills and Qualifications

Summarize any training, skills, licenses, and/or certificates that may qualify you as being able to perform job-related functions in the position for which you are applying.

Educational Background

Name and Location	Years Completed	Did You Graduate?	Course Of Study
High School			
College			
Other			

References

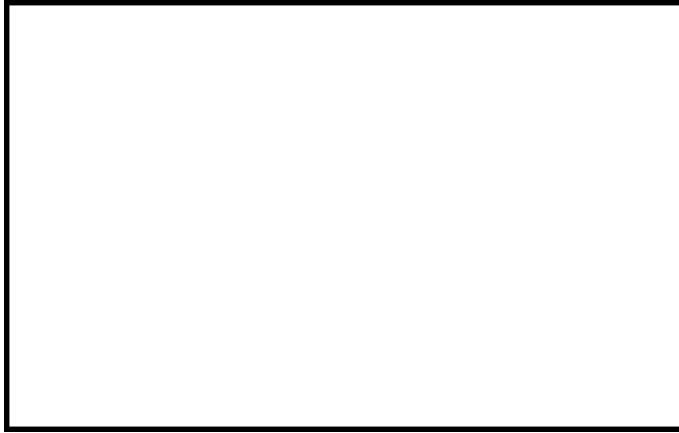
Name	Relationship	Telephone Number	Years Known

I understand that if I am employed, any misrepresentation or material omission made by me on this application will be sufficient cause for cancellation of this application. I give the employer the right to contact and obtain information from all references, employers, educational institutions and to otherwise verify the accuracy of the information contained in this application. I hereby release from liability the employer and its representatives for seeking, gathering and using such information and all other persons, corporations or organizations for furnishing such information.

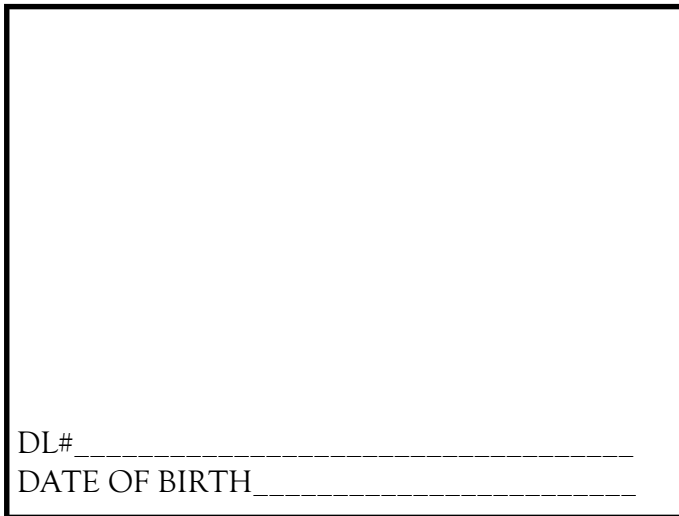
The employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or excusing any applicant from consideration for employment on a basis prohibited by local, state, or federal law.

I understand it is this company's policy not to refuse to hire a qualified individual with a disability because of that person's need for a reasonable accommodation as required by the ADA. I represent and warrant that I have read and fully understand the foregoing and seek employment under these conditions.

SIGNATURE OF APPLICANT _____ DATE _____



COPY OF SOCIAL SECURITY CARD



COPY OF DRIVER'S LICENSE

RELEASE AUTHORIZATION

In connection with my application for employment and/or continued employment and/or contract employment with you, I understand that an investigative consumer report may be requested that may include information as to my character, work habits, performance and experience, along with reasons for termination of past employment from previous employers. Further, I understand that you may be requesting information concerning my workers' compensation claims, motor vehicle operation history, credit history and criminal history from various states, private and insurance sources along with other public records available. Worker's compensation information will only be requested in compliance with the ADA and/or any other applicable state laws.

I HERBY AUTHORIZE, WITHOUT RESERVATION, ANY LAWFUL ENFORCEMENT AGENCY, ADMINISTRATOR, STATE AGENCY, INSTITUTION, INFORMATION SERVICE BUREAU, EMPLOYER OR INSURANCE COMPANY CONTACTED BY ORCA INFORMATION, INC TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I further acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original. This release includes all state and federal agencies including Minnesota's Department of Labor. According to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my prospective employer from a consumer-reporting agency. If so, I will be so advised and be given the name of the agency or source of information.

Today's Date: _____ Signature: _____

The following must be filled out completely for your application to be considered. (Please print).

Last Name	First Name	MI	Date of Birth	Race	Sex	Social Security #	
Place of Birth (City/State)	Current Address		City	State	Zip	Driver's License # / State	
Other Last Names Used	Other States and Counties I have lived in as an adult...		State	County	Zip	From (year)	To (year)
		1					
		2					
		3					
		4					

Have you ever been charged or convicted of a crime: Yes No

If yes, what State & County: _____ **what was the nature of the crime (give details):** _____

***The above information is to be used only for identification and investigative purposes.**

This information is being verified by ORCA Information, Inc. Any information or questions should be directed to the following address:

ORCA Information, Inc. P.O. Box 277
 Anacortes, WA 98221
 (800) 341-0022
 (360) 588-1633

Employee or Prospective Employee Request

That I, _____, am an employee or prospective employee of the company named below and that I request a copy of my official Driving Record in the State of Washington be released to my employer or prospective employer or their agent.

Authorization of employee or prospective employee for release of abstract of driving record

Signature	Date	WA License # or print full name and date of birth
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EMPLOYER ATTESTATION

- (A) That the company named below is an employer or prospective employer of the above named individual and that I am a representative authorized to bind said company.
- (B) That **AMERICAN DRIVING RECORDS** is acting as agent on behalf of ORCA Information, Inc. who is acting as agent on our behalf to obtain the abstract of driver records of the above named individual.
- (C) That abstracts of driver record shall be used exclusively to determine whether the above named individual should be employed to operate a school bus or commercial vehicle upon the public highways, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.
- (D) That the information contained in the abstracts of driver records obtained from the Washington State Department of Licensing shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130, attached in part for easy reference.

Company Name

Address

Name (print)

Title

Signature

Date

This record must be maintained by the employer or prospective employer for a period of not less than two (2) years from the last date above. Failure to obtain all signatures or misuse of records obtained from the State of Washington may result in prosecution under RCW 46.52.130.