

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

_____	X	
In re CHOICEPOINT INC.	:	Civil Action No. 1:05-CV-00686-JTC
SECURITIES LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

STIPULATION OF SETTLEMENT

This Stipulation of Settlement dated as of March 6, 2008 (the “Stipulation”), is made and entered into by and among the following Settling Parties (as defined further in Section IV hereof) to the above-entitled Litigation: (i) the Lead Plaintiff (on behalf of itself and each of the Class Members), by and through its counsel of record in the Litigation; and (ii) the Defendants, by and through their counsel of record in the Litigation. The Stipulation is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims, upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Beginning in March 2005, six actions were filed in the United States District Court for the Northern District of Georgia Atlanta Division (the “Court”) as securities fraud class actions on behalf of purchasers of securities of ChoicePoint Inc. (“ChoicePoint” or the “Company”). These actions were consolidated by the Court on August 5, 2005. The consolidated actions are referred to herein as the “Litigation.”

On November 14, 2005, the Court appointed Alaska Laborers Employers Retirement Fund as Lead Plaintiff pursuant to §21D(a)(3)(B) of the Securities Exchange Act of 1934 (the “Exchange Act”) as amended by the Private Securities Litigation Reform Act of 1995, and approved its selection of Chitwood Harley Harnes LLP and Coughlin Stoia Geller Rudman & Robbins LLP as Lead Counsel.

The operative complaint in the Litigation is the Consolidated Class Action Complaint for Securities Fraud (the “Complaint”), filed on January 13, 2006. The Complaint alleges violations of §§10(b) and 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder on behalf of a class of all purchasers of ChoicePoint Securities (as defined in ¶1.3 below) between and including March 12, 2004 and March 4, 2005.

On March 14, 2006, Defendants moved to dismiss the Complaint. After full briefing, the Court entered an Order denying Defendants’ Motion to Dismiss on November 21, 2006.

On December 4, 2006, Defendants moved the Court to certify its November 21, 2006 Order for immediate interlocutory review. On January 10, 2006, the Court issued an Order granting Defendants’ Motion to Certify and administratively closed the case pending resolution of the interlocutory appeal to the United States Court of Appeals for the Eleventh Circuit. On May 1, 2007, the Eleventh Circuit denied Defendants’ petition for permission to appeal.

Thereafter, Lead Plaintiff moved to reopen the case and after full briefing, the Court ordered this case to be reopened and determined that Defendants should file their answer no later than June 25, 2007. On June 25, 2007, Defendants filed their answer to the Complaint.

On June 29, 2007, Defendants moved this Court to reconsider its November 21, 2006 Order denying Defendants' Motion to Dismiss in light of the United States Supreme Court's decision in *Tellabs v. Makor Issues & Rights, Ltd.*, 127 S. Ct. 2499 (June 21, 2007). Defendants also moved to stay discovery pending a ruling on their Motion for Reconsideration. On July 11, 2007, the parties filed a proposed consent order agreeing to stay discovery pending a ruling on Defendants' Motion for Reconsideration, which the Court entered on July 16, 2007. Defendants' Motion for Reconsideration was fully briefed and pending at the time an agreement-in-principle was reached to settle the Litigation.

II. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Defendants, individually and collectively, have denied and continue to deny each and all of the claims and contentions alleged by the Lead Plaintiff in the Litigation. The Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. The Defendants also have denied and continue to deny, *inter alia*, the allegations that Defendants made materially false or misleading statements or omissions or acted with the requisite culpable mental state, that any alleged materially false or misleading statements or omissions caused the Lead Plaintiff or the Class to suffer damage, that

the prices of ChoicePoint Securities were artificially inflated by reasons of any alleged materially false or misleading statements or omissions or otherwise, and that Lead Plaintiff or the Class were harmed by the conduct alleged in the Complaint. Defendants believe that the evidence developed to date supports their position.

Nonetheless, the Defendants have concluded that further conduct of the Litigation would be protracted, expensive, and disruptive to the management and operation of ChoicePoint's business, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. The Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like the Litigation. The Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

III. CLAIMS OF THE LEAD PLAINTIFF AND BENEFITS OF SETTLEMENT

The Lead Plaintiff believes that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. However, Lead Plaintiff recognizes and acknowledges the expense and length of continued proceedings necessary to prosecute the Litigation against the Defendants through trial and through appeals. The Lead Plaintiff has also taken into account the uncertain outcome and the

risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. The Lead Plaintiff is also mindful of the inherent problems of proof, and possible defenses to the securities law violations asserted in the Litigation. The Lead Plaintiff believes that the Settlement (as defined below) confers substantial benefits upon the Class. Based on their evaluation, the Lead Plaintiff and Lead Counsel have determined that the Settlement is in the best interests of the Class.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Lead Plaintiff (for itself and the Class Members) and the Defendants, by and through their respective counsel or attorneys of record, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

As used in the Stipulation, the following terms have the meanings specified below:

1.1 “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of the Stipulation.

1.2 “ChoicePoint” means ChoicePoint Inc. and any of its successor(s).

1.3 “ChoicePoint Securities” means ChoicePoint common stock and call and put options.

1.4 “Claimant” means any Class Member who files a Proof of Claim in such form and manner, and within such time, as the Court shall prescribe.

1.5 “Claims Administrator” means The Garden City Group, Inc.

1.6 “Class” means all Persons who purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005, inclusive and who suffered a loss thereby. Excluded from the Class are the Individual Defendants, their heirs, affiliates, successors, and assigns and the current or former officers and directors of ChoicePoint. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action.

1.7 “Class Member” or “Member of the Class” mean a Person who falls within the definition of the Class as set forth in ¶1.6 above.

1.8 “Class Period” means the period between and including March 12, 2004 and March 4, 2005.

1.9 “Defendants” means ChoicePoint and the Individual Defendants, as defined below.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

1.11 “Escrow Agent” means the law firm of Coughlin Stoia Geller Rudman & Robbins LLP or its successor(s).

1.12 “Final” means when the last of the following with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit B hereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of the time in which to appeal the Judgment has passed without any appeal having been taken, which date shall be deemed to be thirty (30) days following the entry of the Judgment, unless the date to take such an appeal shall have been extended by Court order or otherwise, or unless the 30th day falls on a weekend or a Court holiday, in which case the date for purposes of this Stipulation shall be deemed to be the next business day after such 30th day; and (iii) if such motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of

affirmance by a court of last resort, lapse of time, or dismissal of the appeal, and in such a manner as to permit the consummation of the Settlement substantially in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of the Settlement, but shall not include any appeal that concerns only the issue of attorneys’ fees and reimbursement of costs or the Plan of Allocation of the Settlement Fund.

1.13 “Individual Defendants” means Derek Smith, Douglas C. Curling, Steven W. Surbaugh and Darryl Lemecha.

1.14 “Judgment” means the judgment to be rendered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit B.

1.15 “Lead Counsel” means Chitwood Harley Harnes LLP and Coughlin Stoia Geller Rudman & Robbins LLP.

1.16 “Lead Plaintiff” means Alaska Laborers Employers Retirement Fund.

1.17 “Net Settlement Fund” means the Settlement Fund less the total of all distributions allowed by ¶¶5.2(a)-(c).

1.18 “Notice Order” means the Order to be entered by the Court granting preliminary approval of the Settlement and providing for notice as contemplated by

3.1 of this Stipulation. A copy of the Notice Order proposed by the Settling Parties is attached hereto as Exhibit A.

1.19 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 “Plaintiffs” means collectively the Lead Plaintiff and any plaintiff that has appeared in the Litigation.

1.21 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, such attorneys’ fees, costs, expenses and interest as may be awarded by the Court. Any Plan of Allocation is not part of the Stipulation and Defendants and their Related Parties shall have no responsibility therefore or liability with respect thereto.

1.22 “Related Parties” means each and all of Defendants’ past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, attorneys, accountants, auditors, advisors, investment

advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of an Individual Defendant's immediate family, or any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant's family.

1.23 "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined in ¶1.28 hereof), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore has existed, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations or common law principles that have been asserted or that might have been asserted by Plaintiffs or any Class Member, individually, collectively, derivatively, or in any other capacity, against the Defendants or their Related Parties arising out of or related to their purchase or acquisition of ChoicePoint Securities by Plaintiffs or any Class Member during the Class Period and the acts, facts, statements, or omissions that were or could have been alleged by any of the Plaintiffs in the Litigation.

1.24 “Released Persons” means each and all of the Defendants and each and all of their Related Parties.

1.25 “Settlement” means the agreement between and among the Settling Parties to settle, compromise, and dismiss the Litigation with prejudice and on the merits under the terms, conditions, and provisions set forth in this Stipulation.

1.26 “Settlement Fund” means the principal amount of Ten Million Dollars (\$10,000,000) in cash paid to the Escrow Agent pursuant to ¶2.1 of this Stipulation, plus all interest earned thereon pursuant to ¶¶2.1 and 2.2.

1.27 “Settling Parties” means, collectively, each of the Defendants, and the Plaintiffs on behalf of themselves and the Class Members.

1.28 “Unknown Claims” shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and description which Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to the Settlement.

2. The Settlement

a. The Settlement Fund

2.1 In consideration of the terms of this Stipulation, ChoicePoint will pay or cause to be paid the Ten Million Dollars (\$10,000,000) Settlement Fund in the following manner:

(a) Within ten (10) business days following the entry of the Notice Order or other order preliminarily approving the Settlement by the Court, ChoicePoint will pay, or cause to be paid, One Hundred and Fifty Thousand Dollars (\$150,000.00) into an interest-bearing escrow account established by the Escrow Agent (the “Escrow Account”). This portion of the Settlement Fund shall be used for the purpose of providing notice of the Settlement to Settlement Class Members and to administer the Settlement without further Court approval.

(b) Within ten (10) business days following the entry of the Judgment or other order or judgment granting final approval of the Settlement by the Court, ChoicePoint shall pay, or cause to be paid, Nine Million Eight Hundred and Fifty Thousand Dollars (\$9,850,000.00), which represents the balance of the Settlement Fund principal, into the Escrow Account. Provided, however, that no portion of this Nine Million Eight Hundred and Fifty Thousand Dollars shall be released from the

Escrow Account until the Judgment becomes Final as defined above, except as provided in Paragraphs 2.6 and 6.2 below.

(c) Within ten (10) business days following the entry of the Judgment or other order or judgment granting final approval of the Settlement by the Court, ChoicePoint shall pay into the Escrow Account a sum equal to the interest accruing on Nine Million Eight Hundred and Fifty Thousand Dollars at the rate of 5% per annum during the period commencing ten (10) business days following the entry of the Notice Order or other order preliminarily approving the Settlement by the Court and ending on the date when ChoicePoint pays or causes to be paid such Nine Million Eight Hundred and Fifty Thousand Dollars into the Escrow Account.

b. The Escrow Agent

2.2 The Escrow Agent may invest the Settlement Fund in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Escrow Agent shall bear all risks related to investment of the Settlement Fund. Following the deposit of funds in the Escrow Account as provided herein, each of the Defendants and the Related Parties shall have no responsibility or liability whatsoever in connection with any aspect of the management of the Settlement Fund,

including without limitation any investment of the Settlement Fund by the Escrow Agent.

2.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in the Stipulation, by an order of the Court, or with the written agreement of counsel for ChoicePoint.

2.4 Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class Members as are consistent with the terms of the Stipulation.

2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to this Stipulation and/or further order(s) of the Court.

2.6 Prior to the Effective Date, consistent with ¶¶2.1 and 2.3 of this Stipulation, Lead Counsel may authorize the Escrow Agent to pay the reasonable costs and expenses actually incurred in connection with providing notice of the Settlement to the Class and administering the Settlement; provided that such costs and expenses shall not exceed the \$150,000 deposited pursuant to ¶2.1(a) above absent prior written agreement of ChoicePoint or order of the Court, and provided further that before the Judgment becomes Final such costs and expenses shall not exceed

\$400,000 (inclusive of the \$150,000 deposited pursuant to ¶2.1(a)) without ChoicePoint's prior written consent.

c. Taxes

2.7 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.7, including the "relation-back election" (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.7(a) hereof) shall be consistent

with this ¶2.7 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.7(c) hereof.

(c) All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Defendants or their Related Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶2.7 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.7) (“Tax Expenses”), shall be paid out of the Settlement Fund; in no event shall the Defendants or their Related Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Escrow Agent shall indemnify and hold each of the Defendants and their Related Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent

out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Defendants nor their Related Parties are responsible therefore nor shall they have any liability with respect thereto. The parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.7.

d. Termination of Settlement

2.8 In the event that the Stipulation is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, the Settlement Fund, including accrued interest, less reasonable costs and expenses actually incurred pursuant to ¶2.6, including, without limitation, for the class notice, administration and Taxes, shall be refunded as provided in ¶7.3 below.

3. Notice Order and Fairness Hearing

3.1 Promptly after execution of the Stipulation, the Settling Parties shall submit the Stipulation together with its Exhibits to the Court and shall apply for entry of the Notice Order, substantially in the form of Exhibit A hereto, requesting, *inter*

alia, the preliminary approval of the Settlement, and approval for mailing the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), substantially in the form of Exhibit A-1 hereto and publication of a summary notice, substantially in the form of Exhibit A-3 hereto. The Notice shall include the general terms of the Settlement, the proposed Plan of Allocation, the general terms of the Fee and Expense Application and the date of the Fairness Hearing (as defined below).

3.2 Lead Counsel shall request that after notice is given, the Court hold a hearing (the “Fairness Hearing”) and approve the Settlement. At or after the Fairness Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation and the Fee and Expense Application.

4. Releases

4.1 Upon the Effective Date, as defined in ¶1.10 hereof, the Lead Plaintiff and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Persons, whether or not such Class Member executes and delivers a Proof of Claim and Release form. With respect to any and all Released Claims against the Released Persons, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have waived and by operation of the Judgment

shall have waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have waived and by operation of the Judgment shall have waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiff shall expressly fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have fully, finally and forever settled and released and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any

duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiff acknowledges, and by operation of the Judgment the Class Members shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

4.2 The Proof of Claim and Release to be executed by Class Members shall release all Released Claims against the Released Persons and shall be substantially in the form contained in Exhibit A-2 hereto.

4.3 Upon the Effective Date, as defined in ¶1.10 hereof, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged the Lead Plaintiff, each and all of the Class Members, and Lead Counsel from all claims (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims.

5. Administration and Calculation of Claims, Final Awards and Supervision and Distribution of Settlement Fund

5.1 The Claims Administrator shall administer and calculate the claims submitted by Class Members.

5.2 The Settlement Fund shall be applied as follows:

(a) to pay all the reasonable costs and expenses actually incurred in connection with providing notice, locating Class Members, assisting with the filing of claims, administering and distributing the Settlement Fund to Authorized Claimants, processing Proof of Claim and Release forms, including escrow fees and costs, if any, in accordance with ¶2.6;

(b) to pay the Taxes and Tax Expenses in accordance with ¶2.7;

(c) to pay Lead Counsel attorneys' fees and expenses (the "Fee and Expense Award"), if and to the extent allowed by the Court, in accordance with ¶¶6.1-6.4;

(d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants in accordance with ¶¶5.3-5.6; and

(e) in the event that the Stipulation is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, the Settlement Fund shall be refunded in accordance with ¶7.3.

5.3 Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants, subject to and in accordance with the following:

(a) Within ninety (90) days after the mailing of the Notice or such other time as may be set by the Court, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and Release and as are reasonably available to the Authorized Claimant.

(b) All Class Members who fail to timely submit a Proof of Claim and Release within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment, including without limitation the release of the Released Claims and the dismissal with prejudice of the Litigation.

(c) The Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with a Plan of Allocation to be described in the Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), Lead Counsel shall, if feasible, reallocate such balance among Authorized Claimants

in an equitable and economic fashion. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to an appropriate, non-profit organization agreed upon by Lead Counsel.

5.4 The Settlement is not a claims-made settlement and, if all conditions of the Stipulation are satisfied and the Judgment becomes Final, no portion of the Settlement Fund will be returned to ChoicePoint or its insurer. The Defendants and their Related Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith.

5.5 Subject to ¶¶ 6.2 and 7.3, no Person shall have any claim against Lead Counsel, the Claims Administrator or other entity designated by Lead Counsel based on distributions made substantially in accordance with the Stipulation, the Settlement, the Plan of Allocation, or further order(s) of the Court.

5.6 It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any

order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect or delay the finality of the Court's Judgment approving this Stipulation and the Settlement (including the releases contained herein), or any other orders entered pursuant to this Stipulation.

6. Lead Counsel's Attorneys' Fees and Expenses

6.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") for distributions to them from the Settlement Fund for: (a) an award of attorneys' fees; plus (b) payment of expenses, including the fees of any experts or consultants, incurred in connection with prosecuting the Litigation, plus any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid), as may be awarded by the Court ("Fee and Expense Award"). Lead Counsel reserves the right to make additional applications for fees and expenses incurred.

6.2 The attorneys' fees and expenses, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees and expenses upon funding in accordance with ¶2.1 (b)-(c). Lead Counsel may thereafter allocate the attorneys' fees and expenses among counsel for Plaintiffs in a manner in which they in good faith believe reflects the contributions of such counsel to the institution, prosecution and resolution of the

Litigation. In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or the Stipulation is canceled or terminated for any reason, and in the event that the Fee and Expense Award has been paid to any extent, then it shall be Lead Counsel's joint and several obligation to refund to the Settlement Fund, or if ¶ 7.3 hereof applies, to ChoicePoint and ChoicePoint's insurer in proportion to their respective original contributions to the Settlement Fund, all such fees and expenses paid from the Settlement Fund plus interest thereon at the same rate as earned by the Settlement Fund from the date of payment to the date of refund, within ten (10) business days from receiving notice from Defendants' counsel or from a court of appropriate jurisdiction.

6.3 The procedure for and the allowance or disallowance by the Court of any applications by counsel for the Plaintiffs for attorneys' fees and expenses, including the fees of experts and consultants, to be paid out of the Settlement Fund, are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceedings relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the Settlement (including the releases contained herein).

6.4 Defendants and their Related Parties shall have no responsibility for or liability with respect to any payment of attorneys' fees and expenses from the Settlement Fund.

7. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination

7.1 The Effective Date of this Stipulation shall be conditioned on the occurrence of all of the following events:

(a) The Settlement Fund has been paid or caused to be paid by ChoicePoint, as required by ¶2.1 hereof;

(b) the Court has entered the Notice Order, as required by ¶3.1 hereof;

(c) the Court has entered the Judgment, or a judgment substantially in the form of Exhibit B hereto; and

(d) the Judgment has become Final, as defined in ¶1.12 hereof.

7.2 Upon the occurrence of all of the events referenced in ¶7.1 hereof, any and all remaining interest or right of ChoicePoint or its insurer in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If any or all of the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be canceled and terminated subject to ¶7.4 hereof unless Lead Counsel and counsel for Defendants mutually agree in writing to proceed with the Stipulation.

7.3 Unless otherwise ordered by the Court, in the event the Stipulation is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, then within ten (10) business days after written notification of such event is sent by counsel for Defendants to the Escrow Agent and in accordance with the terms of ¶2.8 hereof, the Settlement Fund (including accrued interest), less any reasonable costs and expenses actually incurred pursuant to ¶2.6 hereof, shall be refunded by the Escrow Agent to ChoicePoint and ChoicePoint's insurer in proportion to their original contribution to the Settlement Fund pursuant to written instructions from those entities. At the request of such entities or counsel to Defendants, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any reasonable costs or expenses actually incurred in connection with such application(s) for refund, pursuant to written direction from such entities or counsel for the Defendants.

7.4 In the event that the Stipulation is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, the Settling Parties shall be restored to their respective positions in the Litigation as of November 29, 2007, and expressly and affirmatively reserve all defenses, arguments, and claims that have been or might later be asserted in the Litigation. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶2.7, 2.8, 7.3, 7.4,

7.5, 8.3, and 8.4 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses and interest awarded by the Court to Lead Counsel shall constitute grounds for cancellation or termination of the Stipulation.

7.5 In the event that the Stipulation is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, neither the Lead Plaintiff, Plaintiffs or Lead Counsel, shall have any obligation to repay any amounts actually and properly disbursed for notice costs pursuant to ¶¶2.1 and 2.6. In addition, any expenses already incurred and properly chargeable pursuant to ¶¶2.1 and 2.6 hereof at the time of such termination or cancellation, but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being refunded in accordance with ¶¶2.8, 6.2, and 7.3 hereof.

7.6 If prior to the Fairness Hearing, the aggregate number of shares of ChoicePoint common stock purchased by Persons who would otherwise be Members

of the Class, but who request exclusion from the Class, exceeds the numerical threshold specified in a separate “Supplemental Agreement” between the Settling Parties, ChoicePoint shall have, in its sole and absolute discretion, the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless and until a dispute among the Settling Parties concerning its interpretation or application arises. The provisions set forth in ¶¶7.3 and 7.4 of this Stipulation shall apply in the event of a termination of this Stipulation in accordance with the procedures set forth in the Supplemental Agreement.

7.7 If a case is commenced in respect to any Defendant under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction, then, at Lead Plaintiff’s option, as to such Defendant, the releases given and Judgment entered in favor of such Defendant pursuant to this Stipulation shall be null and void.

8. Miscellaneous Provisions

8.1 The Settling Parties (a) acknowledge that it is their intent to consummate the Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of the Stipulation.

8.2 The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Judgment will contain a statement that during the course of the Litigation, the parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

8.3 Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants;

or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Defendants may file the Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of, without limitation, claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information are incorporated herein and shall survive this Stipulation, pursuant to their terms. The Settling Parties and their respective counsel agree to keep the information disclosed to them in connection with this Settlement and Stipulation confidential except to the extent required by applicable law to disclose such information. The Settling Parties and their respective counsel also agree to refrain from disparaging one another in any public statements in connection with the Litigation.

8.5 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

8.6 The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8.7 The Stipulation and the Exhibits attached hereto constitute the entire agreement among the parties hereto and no representations, warranties or inducements have been made to any party concerning the Stipulation or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs.

8.8 Lead Counsel, on behalf of the Class, are expressly authorized by the Lead Plaintiff to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which they deem appropriate.

8.9 Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

8.10 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same

instrument. A complete set of original executed counterparts shall be filed with the Court.

8.11 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

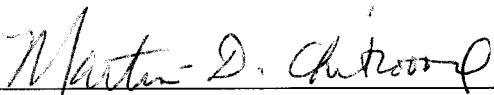
8.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement, Stipulation, or Judgment, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement, Stipulation, or Judgment. Any of the Settling Parties may file this Stipulation, the Judgment, or both, in any proceeding to enforce the terms of the Settlement, Stipulation, or Judgment.

8.13 The Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Georgia, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Georgia without giving effect to that State's choice-of-law principles.

8.14 The headings contained in this Stipulation are included solely for convenience and in no way define, limit, extend, or describe the scope of the Stipulation or the intent of any of its provisions.

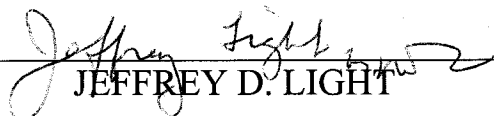
IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys dated as of March 6, 2008.

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Co-Lead Counsel for Plaintiffs

KING & SPALDING LLP
MICHAEL R. SMITH



MICHAEL R. SMITH

1180 Peachtree Street, N.E.
Atlanta, GA 30309
Telephone: 404/572-4600
404/572-5100 (fax)

Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on March 7, 2008, I electronically filed the “STIPULATION OF SETTLEMENT” with the Clerk of Court using the CM/ECF system which will automatically send e-mail notification of such filing to the following attorneys of record of and by the other specified delivery method:

M. Robert Thornton (bthornton@kslaw.com)
Michael R. Smith (mrsmith@kslaw.com)
Dan S. McDevitt (dmcdevitt@kslaw.com)
Tracy C. Braintwain (tbraintwain@kslaw.com)

KING & SPALDING LLP

1180 Peachtree Street, NE
Atlanta, Georgia 30309

I hereby certify that on the same date, I mailed by U.S. Postal Service the document to the following non-CM/ECF participant(s):

Anthony J. Taketa
POINDEXTER & DOUTRE
624 South Grand Avenue, Suite 2420
Los Angeles, CA 90017-3325

/s/ Krissi T. Gore
Georgia Bar Number: 687020
Co-Lead Counsel for Plaintiffs

CHITWOOD HARLEY HARNES LLP

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EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

_____	X	
In re CHOICEPOINT INC.	:	Civil Action No. 1:05-CV-00686-JTC
SECURITIES LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, a class action is pending before the Court entitled *In re ChoicePoint Inc. Securities Litigation*, Civil Action No. 1:05-CV-00686-JTC (the “Litigation”);

WHEREAS, the Court has received the Stipulation of Settlement dated as of March 6, 2008 (the “Stipulation”), that has been entered into by the Lead Plaintiff and Defendants, and the Court has reviewed the Stipulation and its attached Exhibits;

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation, in accordance with the Stipulation which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court does hereby preliminarily approve the Stipulation and the Settlement, subject to further consideration at the Fairness Hearing described below.

2. A hearing (the "Fairness Hearing") shall be held before this Court on June 12, 2008, at 4:00 p.m., at the Richard B. Russell Federal Building and Courthouse, 75 Spring Street SW, Room 2142, Atlanta, GA 30303-3361, to determine whether the proposed Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to the Class and should be approved by the Court; whether a Judgment as provided in ¶1.14 of the Stipulation should be entered herein; whether the proposed Plan of Allocation should be approved; and to determine the amount of fees and expenses that should be awarded to Plaintiffs' counsel. The Court may adjourn the Fairness Hearing without further notice to Members of the Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court certifies, for purposes of effectuating the Settlement, a Class of all Persons who purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005, inclusive and who suffered a loss thereby. Excluded from the Class are the Individual Defendants, their heirs, affiliates, successors, and assigns and the current or former officers and directors of ChoicePoint. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action. The certification of the Class shall be binding only with respect to the Settlement of the Litigation.

4. With respect to the Class, this Court finds, solely for purposes of effectuating the Settlement, that: (a) the Members of the Class are so numerous that joinder of all Class Members in the Litigation is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of the Lead Plaintiff are typical of the claims of the Class; (d) the Lead Plaintiff and Lead Counsel have fairly and adequately represented and protected the interests of all of the Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the Members of the Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Members of the Class; (iii) the desirability or undesirability of continuing the prosecution of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Litigation.

5. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and Summary Notice ("Summary Notice") annexed as Exhibits A-1, A-2 and A-3 hereto, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form

set forth in ¶¶6-7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

6. Pursuant to Rule 53(c) of the Federal Rules of Civil Procedure, the Court appoints The Garden City Group, Inc. (“Claims Administrator”) to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than March 28, 2008 (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to be mailed by first class mail to all Class Members who can be identified with reasonable effort;

(b) Not later than April 4, 2008, the Claims Administrator shall cause the Summary Notice to be published once in *Investor’s Business Daily*;

(c) Not later than March 28, 2008, the Claims Administrator shall cause the Stipulation and its Exhibits to be posted on the following website: www.gardencitygroup.com; and

(d) Not later than May 7, 2008 Lead Counsel shall cause to be served on Defendants' counsel and filed with the Court proof, by affidavit or declaration of such mailing and publishing.

7. Nominees who purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005, shall send the Notice and the Proof of Claim to all beneficial owners of such ChoicePoint Securities within ten (10) days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and the Proof of Claim to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

8. All Members of the Class shall be bound by all determinations and judgments in the Litigation concerning the Settlement, whether favorable or unfavorable to the Class.

9. Class Members who wish to participate in the Settlement shall complete and submit Proof of Claim forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proof of Claim forms must be postmarked no later than one hundred (100) days from the Notice Date. Any Class Member who does not timely submit a Proof of Claim within the time provided for shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court.

10. Any Person who desires to request exclusion from the Class shall do so within the time set forth and in the manner described in the Notice. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Notice shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment entered in the Litigation.

11. Any Member of the Class may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

12. Any Member of the Class may appear and show cause, if he, she or it has any reason, why the proposed Settlement of the Litigation should or should not be approved as fair, reasonable and adequate, why a judgment should or should not be

entered thereon, why the Plan of Allocation should or should not be approved, or why attorneys' fees and expenses should or should not be awarded to Lead Counsel; provided, however, that no Class Member or any other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be entered thereon approving the same, or the order approving the Plan of Allocation, or the attorneys' fees and expenses to be awarded to Lead Counsel, unless that Person has submitted said objections to Plaintiffs' Lead Counsel on or before May 23, 2008 at the following address: Krissi T. Gore, Chitwood Harley Harnes LLP, 2300 Promenade II, 1230 Peachtree Street, NE, Atlanta, GA 30309, (888) 873-3999. Plaintiffs' Lead Counsel will file such objection with the Court and serve a copy on Defendants' counsel immediately upon receipt. Any Member of the Class who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Plaintiffs' counsel, unless otherwise ordered by the Court.

13. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,

until such time as such funds shall be distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

14. All papers in support of the Settlement, the Plan of Allocation, and the application for attorneys' fees or expenses shall be filed and served no later than May 7, 2008. Any reply briefs shall be filed and served no later than June 4, 2008.

15. Neither the Defendants nor their Related Parties shall have any responsibility for or liability with respect to the Plan of Allocation or any application for attorneys' fees or expenses submitted by Plaintiffs' counsel, and such matters will be considered separately from the fairness, reasonableness and adequacy of the Settlement.

16. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or expenses shall be approved.

17. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, neither the Lead Plaintiff nor Lead Counsel shall have any obligation to repay any amounts actually and properly disbursed in accordance with the Stipulation to pay such


expenses related to identifying and notifying Class Members or administering the Settlement Fund.

18. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that Lead Plaintiff or any Class Members have suffered any damages, harm, or loss.

19. In the event that the Settlement is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, then this Order shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

20. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

DATED: 24 Mar. 08



THE HONORABLE JACK T. CAMP
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

_____	X	
In re CHOICEPOINT INC.	:	Civil Action No. 1:05-CV-00686-JTC
SECURITIES LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION**

EXHIBIT A-1

IF YOU PURCHASED OR ACQUIRED CHOICEPOINT INC. ("CHOICEPOINT") SECURITIES BETWEEN MARCH 12, 2004 AND MARCH 4, 2005, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Security and Time Period: ChoicePoint Securities (ticker symbol "CPS") purchased or acquired between March 12, 2004, and March 4, 2005. ChoicePoint Securities include common stock and call and put options.

Settlement Fund: \$10,000,000 in cash. Your recovery will depend on the amount and types of ChoicePoint Securities you purchased and the timing of your purchases, and any sales as well as the number of claimants, and the number of Securities they purchased and when those Securities were purchased and sold. If claims are submitted for 100% of the eligible shares of ChoicePoint common stock, the estimated average recovery per share of common stock will be approximately \$0.37, before deduction of Court-approved fees and expenses and costs of notice and claims administration.

Reasons for Settlement: ChoicePoint is a leading provider of identification and credential verification services. Lead Plaintiff alleged that ChoicePoint asserted that it took stringent measures to protect the information that it collected and maintained. Lead Plaintiff further alleged that Defendants materially misrepresented the security of ChoicePoint's databases containing highly sensitive personal identifying

information during the Class Period, thereby injuring Lead Plaintiff and the Class who purchased ChoicePoint Securities at artificially inflated prices and suffered damages as ChoicePoint's alleged security problems began to be disclosed at the end of the Class Period. The Settlement provides the Class with a benefit now instead of years of uncertain litigation including a contested trial and likely appeals with the possibility of no recovery at all.

If the Case Had Not Settled: The Settlement must be compared to the risk of no recovery after contested motions, trial and likely appeals. A trial is a risky proposition and Lead Plaintiff might not have prevailed. The claims in this case involve numerous complex legal and factual issues many of which would require expert testimony. Among the many key issues about which the two sides do not agree are: (1) whether any of the Defendants violated the securities laws or otherwise engaged in any wrongdoing; (2) whether the facts alleged by the Lead Plaintiff were material, false, misleading or otherwise actionable under the securities laws; (3) the extent (if any) that various facts alleged by the Lead Plaintiff influenced the trading prices of ChoicePoint Securities during the relevant period; (4) the method for determining whether the price of ChoicePoint Securities was artificially inflated during the relevant period; (5) the amount (if any) of such inflation; and (6) the amount of damages (if any) that could be recovered at trial.

Attorneys' Fees and Expenses: Lead Plaintiff's counsel have not received any payment for their work investigating the facts, conducting this litigation and negotiating the Settlement on behalf of the Plaintiffs and the Class. Lead Plaintiff's counsel will ask the Court for attorneys' fees of 30% of the Settlement Fund and expenses of approximately \$250,000 to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per share of common stock will be approximately \$0.12, making the estimated recovery per share after fees and expenses \$0.25.

Deadlines:

Submit Claim:	July 6, 2008
Request Exclusion:	May 23, 2008
File Objection:	May 23, 2008

Court Hearing on Fairness of Settlement: June 12, 2008

More Information: www.gardencitygroup.com

Claims Administrator:

ChoicePoint Securities Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9262
Dublin, OH 43017-4662

Co-Lead Counsel:

Rick Nelson
Shareholder Relations
Coughlin Stoia Geller
Rudman & Robbins LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-3301
1-800-449-4900

Krissi T. Gore
Chitwood Harley Harnes LLP
2300 Promenade II
1230 Peachtree Street, N.E.
Atlanta, GA 30309
1-888-873-3999

- Your legal rights are affected whether you act, or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

- | | |
|-------------------------|---|
| SUBMIT A CLAIM | The only way to receive a payment. |
| OBJECT | You may write to the Court if you do not like this Settlement. |
| GO TO A HEARING | You may ask to speak in Court about the fairness of the Settlement. |
| DO NOTHING | Receive no payment. |
| EXCLUDE YOURSELF | Receive no payment. This is the only option that allows you to participate in another lawsuit against the Defendants relating to the claims being released. |

- These rights and options — *and the deadlines to exercise them* — are explained in this Notice.

- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why Did I Receive This Notice Package?

You or someone in your family may have purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005.

This Notice was sent because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, Atlanta Division, and the case is known as *In re ChoicePoint Inc. Securities Litigation*, Civil Action No. 1:05-CV-00686-JTC. The Alaska Laborers Employers Retirement Fund who brought this action, is called Lead Plaintiff, and the company and the individuals it sued, ChoicePoint, Derek Smith,

Douglas C. Curling, Steven W. Surbaugh and Darryl Lemecha, are called the Defendants.

2. What Is This Lawsuit About?

ChoicePoint delivers comprehensive credentialing, background screening, authentication, direct marketing and public records services to businesses and nonprofit organizations. Lead Plaintiff alleges that, during the period March 12, 2004 to March 4, 2005, ChoicePoint touted itself as the leading provider of identification and credential verification services. Lead Plaintiff alleges that at the same time ChoicePoint was making this and other similar representations to the public, Defendants were concealing critical weaknesses in ChoicePoint's credentialing procedures, as well as security breaches that occurred as a result. Lead Plaintiff alleges that these false statements and omissions resulted in the artificial inflation of the prices of ChoicePoint's Securities between March 12, 2004 and March 4, 2005. Defendants have denied and continue to deny those allegations and that they did anything wrong.

3. Why Is This a Class Action?

In a class action, one or more people or entities called class representatives (in this case the Court-appointed Lead Plaintiff, Alaska Laborers Employers Retirement Fund) sue on behalf of people who have similar claims. Here, all these people are

called a Class or Class Members. One court resolves the issues for all Class Members, except for those who timely and validly exclude themselves from the Class. Judge Jack T. Camp is in charge of this class action.

4. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost and uncertainty of a trial, and eligible Class Members who submit valid claims will receive compensation. The Lead Plaintiff and its attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will receive money from the Settlement, you first have to determine if you are a Class Member.

5. How Do I Know if I Am Part of the Settlement?

The Class includes *all persons who purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005.*

6. What Are the Exceptions to Being Included?

You are not a Class Member if you are a Defendant, a current or former officer or director of ChoicePoint, an heir, successor, affiliate or assign of an Individual Defendant. You are also not a Class Member if you timely and validly request exclusion from the Class pursuant to this Notice.

If you sold ChoicePoint Securities between March 12, 2004 and March 4, 2005, that alone does not make you a Class Member. You are a Class Member only if you purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005.

7. I'm Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call Rick Nelson of Coughlin Stoia Geller Rudman & Robbins LLP at 1-800-449-4900 or Krissi T. Gore of Chitwood Harley Harnes LLP at 1-888-873-3999 for more information. Or you can fill out and return the claim form described in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What Does the Settlement Provide?

Defendants have agreed to pay \$10 million in cash. The balance of this fund after payment of Court-approved attorneys' fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing the newspaper notice (the "Net Settlement Fund") will be divided among all eligible Class Members who send in valid claim forms.

9. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members send in and the amount and types of ChoicePoint Securities you purchased during the relevant period and when you bought and sold them. A claim will be calculated as follows:

COMMON STOCK

This allocation is based on the daily inflation per share amounts set forth below:

Inflation Period	Per Share Inflation Due to Alleged Fraud
March 12, 2004 - February 14, 2005	\$10.21
February 15, 2005 - February 16, 2005	\$9.60
February 17, 2005	\$8.19
February 18, 2005 - February 21, 2005	\$7.56
February 22, 2005 - February 24, 2005	\$3.36
February 25, 2005 - March 3, 2005	\$2.63
March 4, 2005 ¹	\$0.00

90 Day Look – Back Value: \$39.03

1. For shares of ChoicePoint common stock purchased from March 12, 2004 through March 4, 2005, and

a) sold, prior to March 5, 2005, the claim per share shall be the lesser of (i) the purchase price less the sales price, (ii) the purchase price less \$39.03 (90 Day Look-Back Value), or (iii) the difference, if any, between the daily inflation per share on the date of purchase less the daily inflation per share on the date of sale.

¹ The closing price on March 4, 2005 falls below the statutory 90 day look-back value. Therefore, inflation is equal to \$0.

b) retained at the end of March 4, 2005, the claim per share shall be the lesser of (i) the purchase price less \$39.03, or (ii) the daily inflation per share on the date of purchase.

CALL OPTIONS

A. For call options on ChoicePoint common stock *purchased* from March 12, 2004 through March 4, 2005, and

a) owned at the end of one of the following dates: 2/14/05, 2/16/05, 2/17/05, 2/21/05, 2/24/05 or 3/3/05 the claim per call option is the difference between the price paid for the call option less the proceeds received upon the settlement of the call option contract;

b) not owned at the end of one of the following dates: 2/14/05, 2/16/05, 2/17/05, 2/21/05, 2/24/05 or 3/3/05, the claim per call option is \$0.

B. For call options on ChoicePoint common stock *written* from March 12, 2004 through March 4, 2005, the claim per call option is \$0.

PUT OPTIONS

A. For put options on ChoicePoint common stock *written* from March 12, 2004 through March 4, 2005, and

a) held at the end of one of the following dates: 2/14/05, 2/16/05, 2/17/05, 2/21/05, 2/24/05 or 3/3/05, the claim per put option is the difference between the price paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract;

b) not held at the end of one of the following dates: 2/14/05, 2/16/05, 2/17/05, 2/21/05, 2/24/05 or 3/3/05, the claim per put option is \$0.

B. For put options on ChoicePoint common stock *purchased* from March 12, 2004 through March 4, 2005, the claim per put option is \$0.

Note: In the case the option was exercised for ChoicePoint common stock, the amount paid, or proceeds received, upon the settlement of the option contract equals the intrinsic value of the option using ChoicePoint common stock's closing price on the date the option was exercised.

Note: The combined recovery for the Call Options and Put Options shall not exceed 3% of the Net Settlement Fund.

The date of purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.

For Class Members who held ChoicePoint Securities at the beginning of the Class Period or made multiple purchases, acquisitions or sales during the Class Period, the first-in, first-out ("FIFO") method will be applied to such holdings, purchases and sales for purposes of calculating a claim. Under the FIFO method, sales of Securities during the Class Period will be matched, in chronological order, first against Securities held at the beginning of the Class Period. The remaining sales of Securities during the Class Period will then be matched, in chronological order, against Securities purchased or acquired during the Class Period.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net loss, after all profits from transactions in ChoicePoint Securities during the Class Period are subtracted from all losses.

HOW YOU OBTAIN A PAYMENT — SUBMITTING A CLAIM FORM

10. How Will I Obtain a Payment?

To qualify for payment, you must be an eligible Class Member, send in a valid claim form, and properly document your claim as requested in the claim form. A claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it in the enclosed envelope postmarked no later than July 6, 2008.

11. When Will I Receive My Payment?

The Court will hold a hearing on June 12, 2008, to decide whether to approve the Settlement. If Judge Camp approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps several years. Please be patient.

12. What Am I Giving Up to Receive a Payment or Stay in the Class?

Unless you timely and validly exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the Released Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your claims in this case against the Defendants. The terms of the release are included in the claim form that is enclosed.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own for the Released Claims in this case, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

13. How Do I Get Out of the Class?

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *In re ChoicePoint Inc. Securities Litigation*, Civil Action No. 1:05-CV-00686-JTC. You must include your name, address, telephone number, your signature, and the amount and types of ChoicePoint Securities you purchased or acquired between March 12, 2004 and March 4, 2005, and the dates of such purchases or acquisitions. You must mail your exclusion request postmarked no later than May 23, 2008 to:

ChoicePoint Securities Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9262
Dublin, OH 43017-4662

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you are not eligible to receive any Settlement payment, and you cannot

object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you timely and validly exclude yourself, you give up any right to sue the Defendants for the Released Claims in the Settlement. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is May 23, 2008.

15. If I Exclude Myself, Can I Receive Money from This Settlement?

No. If you exclude yourself, do not send in a claim form. But, you may be able to sue, continue to sue, or be part of a different lawsuit involving the Released Claims against the Defendants.

THE LAWYERS REPRESENTING YOU

16. Do I Have a Lawyer in This Case?

The Court appointed the law firms of Coughlin Stoia Geller Rudman & Robbins LLP and Chitwood Harley Harnes LLP to represent you and other Class Members. These lawyers are called Lead Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How Will the Lawyers Be Paid?

Lead Counsel will ask the Court for attorneys' fees of 30% of the Settlement Fund and for expenses of approximately \$250,000, which were advanced in connection with the Litigation. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. Lead Counsel have committed significant time and expenses in litigating this case for the benefit of the Class since the case began in 2005. To date, Lead Counsel have not been paid for their services in conducting the Litigation on behalf of the Lead Plaintiff and the Class, nor for their substantial expenses. The fee requested will compensate Lead Counsel for their work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How Do I Tell the Court that I Do Not Like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it, including the Plan of Allocation and the request for attorneys' fees. You can state the reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a signed letter saying that you object to the proposed Settlement in the *In re ChoicePoint Inc. Securities Litigation*, Civil Action No. 1:05-cv-00686-JTC. You must include your name, address, telephone number, and your signature, identify the date(s), price(s), and number(s) of shares and/or principal amounts of all purchases and sales of all ChoicePoint Securities during the Class Period to the best of your ability, and state the reasons why you object to the Settlement. Your objection must be submitted to Plaintiffs' Lead Counsel on or before May 23, 2008 at the following address: Krissi T. Gore, Chitwood Harley Harnes LLP, 2300 Promenade II, 1230 Peachtree Street, NE, Atlanta, GA 30309. Plaintiffs' Lead Counsel will file your objection with the Court and serve a copy on Defendants' Counsel immediately upon receipt.

19. What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object *only if* you stay in the Class. Excluding yourself is telling

the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

20. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing at 4:00 p.m., on June 12, 2008, at the Richard B. Russell Federal Building and Courthouse, 75 Spring Street SW, Room 2142, Atlanta, Georgia. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Camp will listen to people who have asked to speak at the hearing. The Court will also consider how much to pay to Lead Counsel and whether the Plan of Allocation is fair, reasonable and adequate. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

21. Do I Have to Come to the Hearing?

No. Lead Counsel will answer questions Judge Camp may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time,

the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I Speak at the Hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include with your objection (see question 18 above) a statement saying that it is your “Notice of Intention to Appear in the *In re ChoicePoint Inc. Securities Litigation*, Civil No. 1:05-cv-00686-JTC.” Persons who intend to object to the Settlement, the Plan of Allocation, and/or counsels’ application for an award of attorneys’ fees and expenses and desire to present evidence at the Fairness Hearing may be contacted by Plaintiffs’ Lead Counsel and Defendants’ Counsel to determine the identity of any witnesses the objector may call to testify and exhibits the objector intends to introduce into evidence at the Fairness Hearing in order to establish how much time the Court should set aside at the Fairness Hearing. You cannot speak at the hearing if you excluded yourself from the Class or if you have not provided written notice of your intention to speak at the Fairness Hearing by the deadline identified, and in accordance with the procedures described in questions 18 and 20 above.

IF YOU DO NOTHING

23. What Happens if I Do Nothing at All?

If you do nothing, you will be a Class Member, but you will not receive any money from the Settlement because it is necessary to submit a claim form. However, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the Released Claims in this case.

GETTING MORE INFORMATION

24. Are There More Details About the Settlement?

This Notice summarizes the Settlement. More details are in the Stipulation of Settlement dated as of March 6, 2008. You can obtain a copy of the Stipulation of Settlement by contacting Rick Nelson, c/o Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, Krissi T. Gore, Chitwood Harley Harnes LLP, 2300 Promenade II, 1230 Peachtree Street, N.E., Atlanta, GA 30309, 1-888-873-3999, from the Clerk's office at the United States District Court Northern District Of Georgia Atlanta Division, Richard B. Russell Federal Building and Courthouse, 75 Spring Street SW, Room 2211, Atlanta, Georgia during regular business hours, or by going to www.gardencitygroup.com.

25. How Do I Get More Information?

You can call 1-800-449-4900 or write to Rick Nelson, Coughlin Stoia Geller Rudman & Robbins LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Krissi T. Gore, Chitwood Harley Harnes LLP, 2300 Promenade II, 1230 Peachtree Street, N.E., Atlanta, GA 30309, 1-888-873-3999, or visit the following website: www.gardencitygroup.com.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

SPECIAL NOTICE TO NOMINEES

The Court has ordered that if you held any ChoicePoint Securities purchased or acquired between March 12, 2004 and March 4, 2005 as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

ChoicePoint Securities Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9262
Dublin, OH 43017-4662

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: _____, 2008 BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EXHIBIT A-2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

_____	X	
In re CHOICEPOINT, INC.	:	Civil Action No. 1:05-CV-00686-JTC
SECURITIES LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

I. GENERAL INSTRUCTIONS

1. To recover as a Member of the Class based on your claims in the action entitled *In re ChoicePoint Inc. Securities Litigation*, Civil Action No. 1:05-CV-00686-JTC (the "Litigation"), you must complete and, on page [] hereof, sign this Proof of Claim and Release. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement in the Litigation.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE JULY 6, 2008, ADDRESSED AS FOLLOWS:

ChoicePoint Securities Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P.O. Box 9262
Dublin, OH 43017-4662

If you are NOT a Member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Class Action ("Notice"), DO NOT submit a Proof of Claim and Release form.

4. If you are a Member of the Class, you are bound by the terms of any judgment entered in the Litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

II. DEFINITIONS

1. “ChoicePoint Securities” means ChoicePoint common stock and call and put options.

2. “Defendants” means ChoicePoint and the Individual Defendants, as defined below.

3. “Individual Defendants” means Derek Smith, Douglas C. Curling, Steven W. Surbaugh and Darryl Lemecha.

4. “Released Persons” means each and all of the Defendants and each and all of their Related Parties.

III. CLAIMANT IDENTIFICATION

1. If you purchased or acquired ChoicePoint Securities and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of ChoicePoint Securities which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER/ACQUIROR OR PURCHASERS/ACQUIRORS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER/ACQUIROR OR PURCHASERS/ACQUIRORS OF THE CHOICEPOINT COMMON STOCK SECURITIES UPON WHICH THIS CLAIM IS BASED.

3. All joint purchasers or acquirors must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security number ("SSN") (or the entire taxpayer identification number ("TIN")) and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

IV. CLAIM FORM

1. Use Part II of this form entitled "Schedule of Transactions in ChoicePoint Common Stock Securities" to supply all required details of your

transaction(s) in ChoicePoint common stock Securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases/acquisitions and all of your sales of ChoicePoint common stock Securities which took place at any time between and including March 12, 2004 and March 4, 2005 (the "Class Period"), whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. Broker confirmations or other documentation of your transactions in ChoicePoint common stock Securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

5. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims

Administrator may request additional information as required to efficiently and reliably calculate your losses. In some cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re ChoicePoint Inc. Securities Litigation
Civil Action No. 1:05-CV-00686-JTC

PROOF OF CLAIM AND RELEASE

Must Be Postmarked No Later Than:

July 6, 2008

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Last four digits of SSN or
Entire TIN

Individual

Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN CHOICEPOINT COMMON STOCK SECURITIES

A. Number and type of ChoicePoint common stock held at the beginning of trading on March 12, 2004: _____, _____.

B. Purchases or acquisitions of ChoicePoint common stock (March 12, 2004 – March 4, 2005, inclusive):

Trade Date Mo. Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

C. Sales of ChoicePoint common stock (March 12, 2004 – March 4, 2005, inclusive):

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

D. Number of shares of ChoicePoint common stock held at the close of trading on March 4, 2005: _____, _____.

OPTION TRANSACTIONS IN CHOICEPOINT

E. Number of ChoicePoint options held at beginning of trading on March 12, 2004: _____

F. Options: Purchases and/or sales during the period March 12, 2004 through March 5, 2005:

Type		Trade Date	Number of		Price
[C]all	[B]uy	Mth/Day/Year	Option Contracts	Total Price	Received
[P]ut	[S]ell		Purchased/Sold		
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

G. Number of ChoicePoint options held at close of trading on March 5, 2005: _____

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE _____.

V. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We), _____ submit this Proof of Claim and Release under the terms of the Stipulation of Settlement dated as of March 6, 2008 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Georgia Atlanta Division, with respect to my (our) claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (We) am (are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to Lead Counsel or the Claims Administrator to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases/acquisitions or sales of ChoicePoint common stock Securities during the Class Period and know of no other Person having done so on my behalf.

VI. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Released Claims against each and all of the Defendants and each and all of their “Related Parties,” defined as past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, agents, controlling shareholders, attorneys,

accountants, auditors, advisors, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of an Individual Defendant's immediate family, or any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant's family.

2. "Released Claims" shall collectively mean all claims (including "Unknown Claims" as defined below), demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore has existed, including, without limitation, claims for negligence, gross negligence, breach of duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or federal statutes, rules or regulations or common law principles that have been asserted or that might have been asserted by Plaintiffs or any Class Member, individually, collectively, derivatively, or in any other capacity, against the Defendants or their Related Parties arising out of or related to their purchase or acquisition of the common stock of ChoicePoint Securities by Plaintiffs or any Class Member during the Class Period and the acts, facts,

statements, or omissions that were or could have been alleged by any of the Plaintiffs in the Litigation.

3. “Unknown Claims” shall collectively mean all claims, demands, rights, liabilities, and causes of action of every nature and description which the Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to the Settlement. With respect to any and all Released Claims against the Released Persons, the Settling Parties stipulate and agree that, upon the Effective Date, the Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have waived and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Lead Plaintiff shall expressly waive, and each of the Class Members shall be deemed to have waived and by operation of the Judgment shall have waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent

to California Civil Code § 1542. The Lead Plaintiff and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Lead Plaintiff shall expressly fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have fully, finally and forever settled and released and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Lead Plaintiff acknowledges, and by operation of the Judgment the Class Members shall have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

4. This release shall be of no force or effect unless and until the Court approves the Stipulation and it becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in ChoicePoint common stockSecurities that occurred during the Class Period as well as the amount and types of shares of ChoicePoint common stockSecurities held by me (us) at the opening of trading on March 12, 2004, and at the close of trading on March 4, 2005.

SUBSTITUTE FORM W-9

Request for Taxpayer Identification Number ("TIN") and Certification

PART I

NAME: _____

Check appropriate box:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> IRA | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Other | |

Enter TIN on appropriate line.

- o For individuals, this is your Social Security Number ("SSN") (you only need to provide the last four digits of your SSN).
- o For sole proprietors, you must show your individual name, but you may also enter your business or "doing business as" name. You may enter either your SSN or your Employer Identification Number ("EIN").
- o For other entities, it is your EIN.

xxx - xx - _____ or _____ - _____
 Last four digits of SSN Entire EIN

PART II

For Payees Exempt from Backup Withholding

If you are exempt from backup withholding, enter your correct TIN in Part I and write "exempt" on the following line: _____

PART III

Certification

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The number shown on this form is my correct TIN; and
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out Item 2 above.

SEE ENCLOSED FORM W-9 INSTRUCTIONS

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this _____ day of _____,
(Month/Year)

in _____,
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing, *e.g.*,
Beneficial Purchaser, Executor or
Administrator)

ACCURATE CLAIMS PROCESSING TAKES A

SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

EXHIBIT A-3

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

_____	X	
In re CHOICEPOINT INC.	:	Civil Action No. 1:05-CV-00686-JTC
SECURITIES LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

SUMMARY NOTICE

EXHIBIT A-3

TO: ALL PERSONS WHO PURCHASED OR ACQUIRED CHOICEPOINT, INC. (“CHOICEPOINT”) SECURITIES BETWEEN MARCH 12, 2004 AND MARCH 4, 2005

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the District of Georgia Atlanta Division, that a hearing will be held on June 12, 2008, at 4:00 p.m., before the Honorable Jack T. Camp at the Richard B. Russell Federal Building and Courthouse, 75 Spring Street SW, Room 2142, Atlanta, Georgia, for the purpose of determining (1) whether the proposed Settlement of the claims in the Litigation for the sum of \$10,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) whether, thereafter, this Litigation should be dismissed with prejudice pursuant to the terms and conditions set forth in the Stipulation of Settlement dated as of March 6, 2008; (3) whether the Plan of Allocation is fair, reasonable and adequate and therefore should be approved; and (4) whether the application of Lead Counsel for the payment of attorneys’ fees and expenses incurred in connection with this Litigation should be approved.

If you purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005, your rights may be affected by the Settlement of this Litigation. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and Release, you may obtain copies by writing to *ChoicePoint Securities Litigation*, Claims Administrator,

c/o The Garden City Group, Inc., P.O. Box 9262, Dublin, OH 43017-4662 or you can download a copy at www.gardencitygroup.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release postmarked no later than July 6, 2008, establishing that you are entitled to recovery.

If you desire to be excluded from the Class, you must submit a request for exclusion postmarked by May 23, 2008, in the manner and form explained in the detailed Notice referred to above. All Members of the Class who have not timely and validly requested exclusion from the Class will be bound by any judgment entered in the Litigation pursuant to the terms and conditions of the Stipulation of Settlement.

Any objection to the Settlement must be submitted to Plaintiffs' Lead Counsel on or before May 23, 2008 at the following address: Krissi T. Gore, Chitwood Harley Harnes LLP, 2300 Promenade II, 1230 Peachtree Street, NE, Atlanta, GA 30309. Plaintiffs' Lead Counsel will file your objection with the Court and serve a copy on Defendants' Counsel immediately upon receipt.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact counsel for the Lead Plaintiff at the address listed above or go to the following website: www.gardencitygroup.com.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EXHIBIT B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

_____	X	
In re CHOICEPOINT INC.	:	Civil Action No. 1:05-CV-00686-JTC
SECURITIES LITIGATION	:	
_____	:	<u>CLASS ACTION</u>
	:	
This Document Relates To:	:	
	:	
ALL ACTIONS.	:	
_____	X	

[PROPOSED] FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE

EXHIBIT B

This matter came before the Court for hearing pursuant to an Order of this Court, dated _____, 2008 (“Notice Order”), on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated as of March 6, 2008 (the “Stipulation”). Due and adequate notice having been given of the Settlement as required in said Notice Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

1. This Judgment incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings set forth in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Class Members.

3. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Litigation and all claims contained therein, including all of the Released Claims, are dismissed with prejudice as to the Plaintiffs and the other Class Members, and as against each and all of the Released Persons. The parties are to bear their own costs, except as otherwise provided in the Stipulation.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby certifies, solely for purposes of effectuating the Settlement, a Class of all Persons who purchased or acquired ChoicePoint Securities between March 12, 2004 and March 4, 2005, inclusive and who suffered a loss thereby. Excluded from the Class are the Individual Defendants, their heirs, affiliates, successors, and assigns and the current or former officers and directors of ChoicePoint. Also excluded from the Class are those Persons who timely and validly requested exclusion from the Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that said Settlement is, in all respects, fair, reasonable and adequate to, and is in the best interests of, the Plaintiffs, the Class and each of the Class Members. This Court further finds the Settlement is the result of arm's-length negotiations between experienced counsel representing the interests of the Plaintiffs, Class Members and the Defendants. Accordingly, the Settlement is hereby approved in all respects and shall be consummated in accordance with its terms and provisions. The Settling Parties are hereby directed to perform the terms of the Stipulation.

6. Upon the Effective Date, the Lead Plaintiff and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,

finally, and forever released, relinquished and discharged all Released Claims against the Released Persons, whether or not such Class Member executes and delivers a Proof of Claim and Release form.

7. Upon the Effective Date hereof, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished and discharged the Lead Plaintiff, each and all of the Class Members, Lead Counsel and Plaintiffs' Counsel from all claims (including Unknown Claims), arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims.

8. The distribution of the Notice of Pendency and Proposed Settlement of Class Action and the publication of the Summary Notice as provided for in the Notice Order constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and any other applicable law.

9. Any plan of allocation submitted by Lead Counsel or any order entered regarding the attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

10. Neither the Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement:

- (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants;
- or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Defendants may file the Stipulation and/or the Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for

attorneys' fees and expenses in the Litigation; and (d) all parties hereto for the purpose of construing, enforcing and administering the Stipulation.

12. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

13. In the event that the Settlement is not approved by the Court, is terminated, is canceled, or the Effective Date does not occur for any reason, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

DATED: _____

THE HONORABLE JACK T. CAMP
UNITED STATES DISTRICT JUDGE