

DISCLOSURE REGARDING CONSUMER REPORTS

New Birth Company

New Birth Company Will Obtain a Background Check

You acknowledge and understand that in connection with your application for employment with New Birth Company or when deciding whether to modify or continue your ongoing employment, if hired, we may obtain a “consumer report” and/or an “investigative consumer report” on you from Trak-1, a consumer reporting agency, or from any third party, in strict compliance with both state and federal law.

Consumer Report Defined

A consumer report is any communication of information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used for purposes of serving as a factor in establishing your current and/or continuing eligibility for employment purposes. A common term for a consumer report is a “background check report.”

Investigative Consumer Report Defined

An investigative consumer report is obtained through personal interviews with individuals who may have knowledge of your character, general reputation, personal characteristics, or mode of living. An investigative consumer report might include, for example, calls to the personal references you provide or conversations with former supervisors or colleagues where you worked.

Reports May Contain

The consumer reports or investigative consumer reports may contain public record information which may be requested or made on you including, but not limited to: consumer credit, criminal records, civil cases in which you have been involved, driving history records, current motor vehicle insurance coverage information, education records, previous employment history, workers compensation claims history, social security traces, military records, professional licensure records, eviction records, drug testing, government records, and others.

You further understand that these reports may include experience information along with reasons for termination of past employment. You also acknowledge and understand that information from various federal, state, local and other agencies which contain information about your past activities will be requested, and that a consumer report containing injury and illness, drug testing, or other medical records and medical information may be obtained only after a tentative offer of employment has been made.

Your Rights as a Consumer

You are hereby notified that you have the right to make a timely request for a copy of the scope and nature of the above investigative background report and/or a complete copy of your consumer report contained in Trak-1’s files on you at the time of your request by providing proper identification.

You are further notified that, prior to being denied employment based in whole or in part on information obtained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the consumer reporting agency and a description in writing of your rights under the Fair Credit Reporting Act. Correspondence to Trak-1 should be forwarded to:

Trak-1 | Consumer Relations | 7131 Riverside Parkway | Tulsa, Oklahoma 74136

800-600-8999 | CustomerCare@trak-1.com

AUTHORIZATION TO OBTAIN CONSUMER REPORT

The following is information required in order for New Birth Company to obtain a complete consumer report:

Full Legal Name : _____
(First Name, Full Middle Name, Last Name)

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Gender*: M / F Race*: _____

Social Security Number: _____ Date of Birth*: _____

Driver's License Number: _____ Issuing State: _____ Expiration Date: _____

Other or Former Names: (AKA, Maiden Names, Married Names, Surnames, Etc.) _____

Your signature below indicates the following:

- 1) You authorize, without reservation, Trak-1 or any third party to obtain and/or furnish to New Birth Company any records or information referenced in the provided disclosure statement for employment related purposes;
- 2) You authorize ongoing procurement of any records or information, reports and records at any time during your employment to the extent allowed by law;
- 3) You authorize the use of a fax or photocopy of this authorization as having the same authority as the original;
- 4) You authorize and request, without reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other entity, person or agency having knowledge about you to furnish EMPLOYER NAME and/or Trak-1 with any and all background information in their possession regarding you for these stated employment purposes;
- 5) You understand and agree that in connection with your employment your consumer report information, whether investigative or otherwise, may be shared with and/or reviewed by all applicable parties involved in the hiring process;
- 6) You have read and fully understand the foregoing disclosure and this authorization.
- 7) You certify that all the information you have provided on this form is true, complete, correct and accurate; and
- 8) You certify you have received, reviewed and understand the "Summary of Your Rights under the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.)" which is published by the Federal Trade Commission to help you know your rights.

Customer Signature: _____ Date: _____

** This information will be used for background screening purposes only.*

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.