

FILED

MAY 21 2004

LARRY W. PROPPES, CLERK
U. S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION**

FRANKLIN E. CLARK
on behalf of himself
and all other similarly situated,
Plaintiffs,

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Civil Action No. 8-00-CV-1217-22

- against -

**EXPERIAN INFORMATION
SOLUTIONS, INC.**
Defendant.

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**FRANKLIN E. CLARK and
LATANJALA DENISE MILLER**
on behalf of themselves
and all other similarly situated,
Plaintiffs,

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Civil Action No. 8-00-CV-1218-22

- against -

**EQUIFAX, INC., and
EQUIFAX CREDIT INFORMATION
SERVICES, INC.,**
Defendants.

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FRANKLIN E. CLARK
on behalf of himself
and all other similarly situated,
Plaintiffs,

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Civil Action No. 8-00-CV-1219-22

- against -

**TRANS UNION CORPORATION
and TRANS UNION L.L.C.,**
Defendants.

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AGREEMENT ON ALLOCATION OF FEE AWARDS

Class Counsel and Objectors' Counsel ("Objectors' Counsel" includes all attorneys representing any party in this action [other than Class Counsel and Counsel for Defendants], whether or not they have previously been included within the group known as "Coordinated Objectors") hereby agree as follows:

363

1. Class Counsel shall be entitled to \$12,250,000 and Objectors' Counsel to \$2,750,000 of the combined Attorneys Fees and Expenses Award from the settlement of these three class action lawsuits.

2. Prior to receipt of these funds, Objectors' Counsel shall furnish Class Counsel with all necessary information for issuance of IRS Form 1099.

3. Class Counsel shall direct each Defendant to pay the \$5 million award from its case directly to Class Counsel pursuant to the terms of the Second Modified Stipulation of Settlement. Within five (5) days of receipt of the entirety of these funds, Class Counsel shall forward or deliver a check for \$2,750,000.00 payable to Michael A. Caddell.

4. Michael A. Caddell shall be responsible for disbursing Objectors' Counsel's funds according to the agreement or agreements with other Objectors' Counsel. Class Counsel assumes no responsibility for and shall be held harmless for this distribution.


5. Michael A. Caddell signing below does so on behalf of all Objectors' Counsel in this litigation.

6. All rights of appeal by Objectors' Counsel and their clients in these actions are hereby waived.

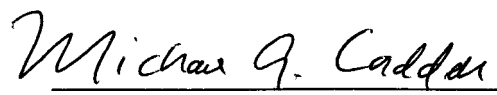
7. Any notice of appeal of any or all of the settlements or any part of them nullifies this entire agreement.

8. All parties to this agreement shall use their best efforts to expedite conclusion of the settlements.

Dated this 21 day of May, 2004.



For Class Counsel



For Objectors' Counsel *(with permission)*