
AUTHORIZATION TO REPRESENT

Client named below authorizes **Heenan Law Firm** ("Law Firm"), to represent Client in the following matter, and no other: **Trans Union Privacy Settlement Fund Post Settlement Claim.**

Background More than ten years ago, numerous lawsuits were filed against national credit reporting agency Trans Union alleging that it had illegally sold information about you to "target marketers" who in turn sent you credit card offers and other offers of credit or insurance. Although it would be nearly impossible to be damaged from such action, the Fair Credit Reporting Act allows consumers to recover \$100 to \$1000 in statutory damages even for individuals who suffer no actual damages. Facing enormous possible statutory damages, Trans Union settled the case by establishing a \$75 million dollar fund and agreeing not to assert the 2 year statute of limitations against people who sued them before September 16, 2010. This agreement authorizes the Law Firm to sue Trans Union to try to get you the equivalent of statutory damages (\$100 to \$1000) from the settlement fund, plus attorneys' fees. **You are in the group of person eligible to sue for your share of the settlement fund if you had a credit card or line of credit at anytime between January 1, 1987 and 2000.**

Joint Representation Because of the commonality of legal and factual issues and relatively small amount of statutory damages available to each individual claimant, Law Firm intends to join together other people and file the lawsuit jointly. Law Firm will attempt to negotiate a global settlement whereby each client represented by Law Firm receives the same amount of statutory damages between \$100 and \$1000. It is possible that if you retained your own lawyer you might get a better result than if you are represented by attorneys who also represent others with the same claim against the same parties because Law Firm will pursue a group settlement rather than separate individual settlements. By signing below, you understand and authorize Law Firm to represent you along with others.

No Predictions of Outcome While Law Firm would not be investing its time effort and money unless it though it could recover something for you and for itself, and while there appears to be a large settlement fund set up to pay claims, Law Firm makes no prediction as to the outcome of this case. The litigation has been going on for more than 10 years, there is one group still appealing aspects of the settlement, there are other law firms asserting Post Settlement claims and the only defense waived by Trans Union is the statute of limitations. There are many uncertainties that make it impossible to predict an outcome to this litigation, or even a time frame for an end of this litigation.

Authorization to Settle Because of the relatively small amounts involved, the absence of actual damages claims, and the possibility that Law Firm may represent hundreds of individual claimants, and in order to facilitate efficient management of the case, **Client authorizes Law Firm, without further authorization from Client, to settle Client's case for any amount that will get Client at least the minimum statutory damages of \$100.**

Other Counsel Law Firm may associate other lawyers with Law Firm to represent claimants against the Trans Union Settlement Fund. In that event, such other counsel will be compensated for services under this Agreement. Client consents to the association of other counsel.

Cooperation Client **will** fully cooperate with Law Firm in pursuing Client's claims and causes of action described above, and will always keep Law Firm informed of the telephone numbers and street addresses where Client can receive telephone calls, mail, and deliveries from Law Firm. Client **will** complete the enclosed questionnaire accurately and completely. (Providing false or misleading information shall constitute automatic grounds for Law Firm's withdraw). Client **will not** meet or otherwise communicate with the Defendant(s) or any of its representative(s) or insurer(s) to attempt to settle or receive payment on any of Client's claims or causes of action described above without the consent of Law Firm; and will not settle or receive any payment on any of the claims or causes of action described above without the consent of Law Firm.

Payment of Attorneys Fees and Expenses Client authorizes Law Firm to pay all necessary expenses. Client **will not** have to pay Law Firm any fees or expenses up front. If and only if there is a recovery, expenses advanced by Law Firm will be pro-rated among all clients so that each pays only their fair share. **If there is no recovery, you will not be responsible for expenses or fees.** From any settlement, your pro-rated share of expenses will be reimbursed to Law Firm "off the top" and after that Law Firm will receive a contingency fee of 50% of any amounts recovered, i.e., any amounts recovered will be shared 50/50 between Law Firm and client. (For example, if the gross settlement is \$1000 per client, and your pro rata share

of expenses is \$20, then Law Firm will first be reimbursed \$20 and then the remain \$980 will be split 50/50, or \$490 to you and \$490 to Law Firm.)

Termination of Services Client may terminate Law Firm's representation of Client at any time if Client wishes to do so by giving Law Firm notice in writing of that wish. Law Firm also will be able to terminate our representation if we ever wish to do so by written notice of our intent to withdraw so that Client will have an opportunity to retain other counsel.

Limited Power of Attorney Client agrees to and hereby gives a limited power of attorney to Law Firm to endorse your signature to any check payable to you and Law Firm in this matter. This power of attorney is granted solely for the purpose of depositing such payment in Law Firm's client trust account.

Online Applicants You understand your acceptance of the terms and conditions online constitutes your agreement to be bound by the terms and conditions set forth herein. Law Firm takes no responsibility for applicants who, because of technical difficulties or otherwise, unsuccessfully attempt to authorize Law Firm to represent them.

Acceptance Client has read this Agreement and Disclosure carefully, and understands it. Law Firm suggest to Client that if Client has any questions about this Agreement, Client should consult with another lawyer or law firm before signing this Agreement. By the signature below, Client accepts this Agreement.

***PLEASE FILL OUT BELOW ACCURATELY & COMPLETELY TO ENSURE YOU RECEIVE YOUR SETTLEMENT CHECK.**

SIGNATURE: _____ (if married, each person must sign separately)

PRINT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: ____ ZIP CODE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

DID YOU HAVE A CREDIT CARD, AUTOMOBILE LOAN, HOME LOAN OR STUDENT LOAN BETWEEN 1987 AND 2000?

YES ___ NO ___

ARE YOU A UNITED STATES CITIZEN?

YES ___ NO ___

RETURN COMPLETED QUESTIONNAIRE TO HEENAN LAW FIRM VIA:

MAIL: 3970 AVENUE D, SUITE A, BILLINGS, MT 59102

FAX: 406.839.9092

EMAIL: AMBER@HEENANLAWFIRM.COM

ONLINE: WWW.HEENANLAWFIRM.COM