

FILED

FEB 23 2004

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COLUMBIA, S.C.

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION**

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

Civil Action No.
8:00-1217-24

Versus

EXPERIAN INFORMATION SOLUTIONS, INC.,
Defendant

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

Civil Action No.
8:00-1218-24

Versus

EQUIFAX INFORMATION SERVICES, LLC
Defendant

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

Civil Action No.
8:00-1219-24

Versus

TRANS UNION L.L.C.
Defendant

**OBJECTION OF DAWN ADAMS WHEELAHAN
TO FEE PETITION OF COORDINATED OBJECTORS**

MAY IT PLEASE THE COURT:

Undersigned class member and attorney, Dawn Adams Wheelahan (“Wheelahan”) respectfully objects to the Coordinated Objectors’ Petition For Attorney’s Fees, Expenses and Incentive Awards (“Objectors’ Petition”), insofar as the Coordinated Objectors attempt to take

credit for work done, arguments made, and benefits obtained for the class members by Wheelahan. The Coordinated Objectors do so particularly with respect to (1) provisions pertaining to arbitrations in the original Stipulations of Settlement, which Wheelahan objected to at page 10 of Wheelahan's Notice of Objection to Proposed Settlement (filed as Rec. Doc. No. 150 in separate file number 03-MC-120), and argued against at the first Fairness Hearing in September, 2003; and (2) unclear language pertaining to election of remedies in Paragraph 20(b) of the Modified Stipulations of Settlement, which were objected to by Wheelahan at page 3 of her Objection to Modified Stipulation of Settlement (Rec. Doc. No. 302, proceeding number 00-1217). The Coordinated Objectors did not challenge these provisions at all in the original Stipulations of Settlement, or in the Modified Stipulations of Settlement. At best, some objectors later filed briefs tracking Wheelahan's briefs and arguments.

In addition, Wheelahan briefed and argued against provisions that precluded claims for emotional damages for future violations in the original Stipulations of Settlement (Rec. Doc. No. 150, 03-MC-120, p. 10), which resulted in improved provisions for the absent class members. The Coordinated Objectors are not solely responsible for improved settlement provisions in this regard. Wheelahan also objected, briefed and argued against the attorney's fee provisions in the original Stipulations of Settlement. (Rec. Doc. No. 150, 03-MC-120, pp. 17-19), as did many of the Coordinated Objectors.

At page 4 of the Objector's Petition, a chart is set forth, wherein the Coordinated Objectors argue that they obtained benefits for the class members pertaining to arbitration (boxes 2, 4, 5 and 6 from the top). Yet, none of the Coordinated Objectors briefed any objection to the arbitration provisions or the provisions pertaining to litigation of future claims in the original

Stipulation, or argued any such objection at the first Fairness Hearing. At best, some of the other objectors later filed briefs which tracked the arguments in Wheelahan's first and second objecting briefs.

Further, in her brief objecting to the Modified Stipulations of Settlement, Wheelahan argued against deceptive language pertaining to Paragraph 20(b), and its reference back to Paragraph 20(a) (Rec. Doc. No. 302, proceeding number 00-1217, p. 3), which result in clear language and better terms for the class members. This is referred to in box 2 from the top of the Coordinated Objectors' chart, but this improvement in the final terms of the amended Modified Stipulations of Settlement is the sole result of Wheelahan's brief and argument, as the Coordinated Objectors did not object to the provision in any way.

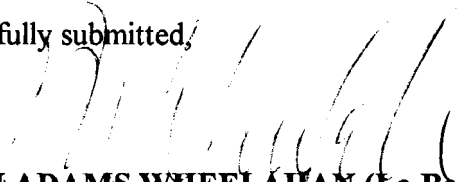
The Coordinated Objectors' Petition expands upon the notations in their chart, but their expanded argument is founded on the false premise, set forth above, that the Coordinated Objectors obtained for the absent class members the benefit that they seek to take credit for, when in fact, particularly with respect to improved provisions for arbitrations, it was Wheelahan's brief and argument that resulted in improvements for the absent class members.

Conclusion

The Coordinated Objectors deserve credit for the significant work they have done in obtaining improved settlement conditions, but they should not take credit for work that others have done, nor should they give short shrift to significant improvements in arbitration provisions obtained as a result of Wheelahan's objections, where arbitrations are likely to form the largest part of future claims. For this reason, undersigned respectfully objects to the Coordinated

Objectors Petition for Fees, insofar as it takes credit for work that Wheelahan has done, and benefits to the absent class members resulting from that work.

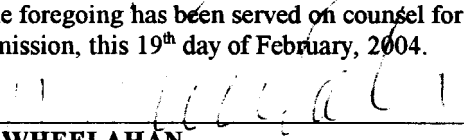
Respectfully submitted,



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CERTIFICATE OF SERVICE

Undersigned counsel hereby certifies that a copy of the foregoing has been served on counsel for plaintiffs, defendants, and the Coordinated Objectors, by facsimile transmission, this 19th day of February, 2004.



DAWN ADAMS WHEELAHAN