

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

Tonya Haskett, individually and on)
behalf of all others similarly situated,)
Plaintiff,)
v.)
Millikan Law Office, PC, an Indiana)
professional corporation, and **Atlas**)
Collections, Inc., an Indiana corporation))
Defendants.

No. 1:17-cv-2605-MPB-JMS

NOTICE OF CLASS ACTION

To: All persons similarly situated in the State of Indiana, from whom Defendants attempted to collect a delinquent consumer debt that was allegedly owed for medical services, via the same form collection letter that Defendants sent to Plaintiff, from August 2, 2016 to the present.

NOTICE IS HEREBY GIVEN THAT, by an order of the United States District Court for the Southern District of Indiana, Indianapolis Division (the "Court"), dated December 20, 2017, it was determined that the lawsuit may be settled on behalf of a class of persons (the "Class") pursuant to Fed. R. Civ. P. 23(b)(3), which is defined as set forth above.

YOU HAVE NOT BEEN SUED IN THIS MATTER. This is a notice that you may be entitled to a monetary recovery as a member of the Class. You have been identified from the records of Millikan and Atlas (collectively the "Defendants"), as a potential member of the Class who received a collection letter identical to the letter Plaintiff received. If you received a collection letter from Defendants that is identical to the letter that Defendants sent to Plaintiff, your rights may be affected by this lawsuit. A copy of the form of the collection letter at issue is attached.

THIS LAWSUIT MAY AFFECT YOUR RIGHTS. This Notice is given to inform you about this lawsuit so that you may have an opportunity to be a part of the lawsuit, comment upon or to opt out of this lawsuit.

NATURE OF THIS LAWSUIT

A. Summary of the Litigation

Plaintiff, Tonya Haskett, filed the Complaint in this matter on August 2, 2017, alleging that the collection letter she received from Defendants violated § 1692g and § 1692f of the Fair Debt Collection Practices Act ("FDCPA"), because it failed to advise that disputes as to the validity of the debt had to be in writing to protect her right to obtain validation of the debt. Plaintiff's lawsuit alleged that Defendants' violations of the FDCPA entitled her to seek to recover statutory damages, costs and attorneys' fees from Defendants.

Defendants deny that their collection letter violated the FDCPA. Nothing in this Notice should be deemed to constitute an admission by the Defendants, that it violated any law. In fact, the Defendants deny that they have any liability to Plaintiff or that Class whatsoever, and further deny that any letter sent by the Defendants violated the FDCPA in any manner.

The description of Plaintiff's claims and Defendants' response is general and does not cover all of the claims and contentions of the parties. For a complete statement of all the contentions and proceedings in this case, you should consult the files relating to this lawsuit, which are available for your inspection at the Clerk of the United States District Court for the Southern District of Indiana, 46 E. Ohio Street, Indianapolis, Indiana 46204.

The Class in this matter consists of about 1,400 persons in Indiana who received the same form collection letter. The damages that are being sought from the Defendants are based upon being able to recover up to 1% of Defendants' net worth, up to a maximum of \$500,000. Here, 1% of Defendants' combined net worth is \$3,400.

B. Certification of the Class

This Court has certified a settlement class, pursuant to Fed. R. Civ. P. 23(b)(3), defined as set forth above, and has appointed Plaintiff, Tonya Haskett, as representative of the Class, and her attorneys, David J. Philipps, Mary E. Philipps and Angie K. Robertson of Philipps & Philipps, Ltd. and John T. Steinkamp, as Counsel for the Class.

C. Settlement of the Lawsuit

Plaintiff and Defendants have agreed to a proposed settlement that provides:

1. Defendants shall change the form of the collection letter at issue;
2. Defendants shall pay \$6,500 to the members of the class, to be distributed on a pro-rata basis to each member of the Class who: does not exclude himself or herself from this action and who returns the attached claim form; all funds that are not distributed to, or claimed by, the Class shall be paid to the Indiana Legal Services, Inc., and the National Association of Consumer Advocates as a cy pres remedy;
3. Defendants shall pay \$1,000 to the Plaintiff;
4. Defendants shall pay, separate from the amounts identified above, \$20,000 for the costs of the action, together with the attorneys' fees, which amount will be requested in a separate motion, a copy of which will be available to you upon request;
5. Defendants shall pay \$3,500 for the costs of sending notice to the class, claim processing and distribution of the settlement fund; and,
6. Plaintiff will dismiss her lawsuit with prejudice and all class members' claims against Defendants will be released.

By agreeing to settle this lawsuit, Defendants have not admitted liability, nor has

the Court found that the claims asserted by Plaintiff in this case are valid or that there has been any wrongdoing or violation of law. The Court is expressing no opinion on the merits of the case or the terms of the settlement. The Court will later conduct a hearing to determine whether the proposed settlement is fair, reasonable, and adequate under the circumstances, at the time and place indicated below.

D. Your Options

FILE A CLAIM. If you are a member of the Class and wish to participate in this settlement, you should complete and return the enclosed claim form by February 17, 2018. A self-addressed, stamped envelope is enclosed for your convenience. It is the responsibility of each class member to make sure that Class Counsel has their current address.

HIRE YOUR OWN ATTORNEY. You have the right to hire your own attorney who may file an appearance in this matter on your behalf.

OPT OUT. You have the right to opt out of this matter. If you opt out, you may bring your own individual action, in which case a court could award you statutory damages in the range of \$0 to \$1,000 plus any actual damages, if proven. However, there is no guarantee that a court would award you any damages in such an action. If you opt out from the Class, you will not be entitled to any money or benefits from any settlement or judgment, but you will retain any rights you may have to sue the Defendants separately about the same legal claims in this lawsuit.

To opt out from the Class, you must send a written request for exclusion to Class Counsel at the address listed below. The request for exclusion must be received by February 17, 2018, and must contain your name, address, and the name and number of this case. It is your responsibility to make sure that your request is received by this deadline.

OBJECT. You also have the right to file a written objection or comment on the proposed settlement. Your objection or comment must state your name, address, the case name and number, why you are objecting or commenting to the proposed settlement, and any reasons supporting your position, along with any documents that support your position. You must sign your objection personally. If you choose to make a written objection or comment, it is your responsibility to make sure that your objection is delivered on or before February 17, 2018, to Class Counsel and Defendants' Counsel at the following addresses:

Class Counsel:
David J. Philipps
Philipps & Philipps, Ltd.
9760 S. Roberts Road
Suite One
Palos Hills, IL 60465

Defendant Millikan Counsel:
Neal Bowling
Lewis Wagner, LLP
501 Indiana Avenue
Suite 200
Indianapolis, IN 46202

Defendant Atlas Counsel
Peter A. Velde
Kightlinger & Gray, LLP
One Indiana Square
Suite 300
211 N. Pennsylvania St.
Indianapolis, IN 46204

You also have the right to make an oral objection or comment at the fairness hearing, as listed below, regardless of whether you filed a written objection or comment.

E. HEARING. NOTICE IS HEREBY GIVEN THAT a hearing will be held before the Honorable Magistrate Matthew P. Brookman of the United States District Court for the Southern District of Indiana, on March 22, 2018, at 11:00 a.m., in Courtroom 310 of the United States District Court, 46 E. Ohio Street, Indianapolis, Indiana 46204. This hearing will be held to determine if the proposed settlement is fair, reasonable, and adequate and should be approved and the lawsuit dismissed. If the proposed settlement is approved, it will be binding and will release all claims relating to the class members, including those that were asserted or could have been asserted in this lawsuit.

Questions concerning this class action litigation should be directed to Philipps & Philipps, Ltd., 9760 S. Roberts Road, Suite One, Palos Hills, Illinois 60465, (708) 974-2900.

**PLEASE DO NOT CALL, OR OTHERWISE CONTACT,
THE JUDGE OR THE COURT CLERK**

ENTER:

/s/ Magistrate Matthew P. Brookman
Magistrate Judge Matthew P. Brookman,
United States District Court

DATED: December 20, 2018

CLAIM FORM

Haskett v. Millikan, No. 1:17-cv-2605-MPB-JMS

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

PLEASE RETURN THIS FORM BY February 17, 2018, TO:

Philips & Philipps, Ltd.
9760 S. Roberts Road
Suite One
Palos Hills, Illinois 60465
Attn: Haskett-Millikan

MILLIKAN LAW OFFICE, PC
1315 BROAD STREET
NEW CASTLE, IN 47362
PHONE: 765-529-1315 FAX: 765-529-3250

March 20, 2017

PERSONAL AND CONFIDENTIAL

[REDACTED]
[REDACTED]
[REDACTED] IN [REDACTED]

MULTIPLE ACCOUNTS INCLUDED
ATLAS MASTER # : [REDACTED]
CUSTOMER NO. : [REDACTED]
COLLECTOR: 13
AMOUNT DUE:\$ [REDACTED]

DEAR TONYA HASKETT,

UNLESS YOU DISPUTE THIS DEBT, OR ANY PORTION OF IT, WITHIN 30 DAYS AFTER YOU RECEIVE THIS NOTICE, MY CLIENT, ATLAS COLLECTIONS INC., WILL ASSUME IT IS VALID.

IF YOU NOTIFY ATLAS WITHIN THE 30 DAY PERIOD THAT YOU DISPUTE THIS DEBT OR ANY PORTION OF IT, MY CLIENT WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGEMENT AND MAIL IT TO YOU.

IF THE LISTED CREDITOR IS NOT YOUR ORIGINAL CREDITOR AND YOU SUBMIT A REQUEST WITHIN THE 30 DAY PERIOD FOR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, MY CLIENT, ATLAS COLLECTION, INC., WILL SUPPLY SUCH INFORMATION TO YOU.

IF YOU DISPUTE THIS DEBT IN THE 30 DAY PERIOD, ATLAS WILL SUSPEND COLLECTION ACTIVITY ONLY UNTIL THEY SEND YOU VERIFICATION. PARTIAL PAYMENTS WILL NOT STOP COLLECTION EFFORTS ON THEIR PART.

IF A COURT CASE IS FILED AND, OR A JUDGMENT OBTAINED, YOU MAY BE OBLIGATED TO PAY COURT COST, INTEREST, AND ATTORNEY FEES

SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR ACCOUNT, PLEASE CONTACT ATLAS COLLECTIONS, INC, DIRECTLY AT 765-529-3377.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SINCERELY,

MILLIKAN LAW OFFICE



ACCOUNT #	CREDITOR	DATE OF SERVICE	AMOUNT DUE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

