

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CARLOS ACUNA, on behalf of himself and others similarly situated,	:	Civil Action No.: 9:21-cv-81256-WPD
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
MEDICAL-COMMERCIAL AUDIT, INC. d/b/a MCA MANAGEMENT COMPANY,	:	
	:	
Defendant.	:	

NOTICE OF CLASS ACTION SETTLEMENT

You have been identified by Medical-Commercial Audit, Inc. d/b/a MCA Management Company as a potential member of a class.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer, and you are not being sued.

IF MEDICAL-COMMERCIAL AUDIT, INC. d/b/a MCA MANAGEMENT COMPANY SENT YOU A DEBT COLLECTION LETTER BETWEEN JULY 17, 2020 AND JULY 16, 2021, IN CONNECTION WITH THE COLLECTION OF A CONSUMER DEBT, YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

- A consumer sued Medical-Commercial Audit, Inc. d/b/a MCA Management Company (“Defendant”) alleging that Defendant sent debt collection letters to consumers that violated the federal Fair Debt Collection Practices Act (“FDCPA”). Defendant expressly denies any liability, or that it violated the FDCPA, but has agreed to a settlement to avoid the expense and uncertainty of continued litigation;
- A settlement will provide \$7,600 (the “Settlement Fund”) to fully settle and release claims of a class of persons to whom Defendant mailed a debt collection letter between July 17, 2020 and July 16, 2021, in connection with the collection of a consumer debt.
- The Settlement Fund will be used to pay pro-rata settlement payments to class members who submit a valid and timely claim. Defendant, subject to the Court’s approval, will separately pay Class Counsel’s reasonable attorneys’ fees, expenses, and costs, the costs of notice and administration of the settlement, and an additional payment to the Class Representative.
- Your legal rights are affected, and you now have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<p>SUBMIT A CLAIM FORM</p>	<p>If you submit a valid claim form by April 11, 2022, and if the Court approves the settlement, you will receive a pro-rata payment from the Settlement Fund and will give up your right to sue Defendant based on any of the released claims.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will not receive any funds and you will also give up your right to file a lawsuit against Defendant over the released claims.</p>
<p>EXCLUDE YOURSELF FROM THE CASE</p>	<p>This is the only option that allows you to file a lawsuit against Defendant on your own regarding the legal claims in this case, but if you exercise this option, you will not receive a settlement payment. The deadline for excluding yourself is April 11, 2022.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>Write to the Court about why you do not believe the settlement is fair, reasonable, and adequate. The deadline for objecting is April 11, 2022.</p>

- Your rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement, and after any appeals are resolved. Please be patient.
- **Any questions? Read on.**

1. Why should I read this Notice?

If Defendant mailed you a debt collection letter between July 17, 2020 and July 16, 2021, in connection with the collection of a consumer debt, this settlement may affect you. The Hon. William P. Dimitrouleas of the United States District Court for the Southern District of Florida is overseeing this class action. The lawsuit is known as *Carlos Acuna v. Medical-Commercial Audit, Inc.*, Case No. 9:21-cv-81256-WPD.

2. What is this lawsuit about?

Mr. Acuna filed this lawsuit against Defendant alleging that Defendant attempted to collect debts from consumers in Florida even though Defendant was not registered as a consumer collection agency with the State of Florida Office of Financial Regulation. Mr. Acuna alleged that Defendant’s conduct violated the FDCPA. Defendant denies the allegations.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” file a lawsuit on behalf of other people who have similar claims. In this case, the Class Representative is Mr. Carlos Acuna. The people together are a “Class” or “Class Members.” The entity that the Class Representative sued— Medical-Commercial Audit, Inc. d/b/a MCA Management Company—is called the “Defendant” in this case. The Court accordingly resolves the claims for all Class Members, except for those who exclude themselves from the class.

4. Why is this lawsuit a class action?

The Court decided, for settlement purposes, that this lawsuit can be certified as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal court. Specifically, the Court found that:

- The Class Members are so numerous and geographically dispersed that joinder of all of them is impracticable;
- There are questions of law and fact common to the Class Members, which predominate over any individual questions;
- Mr. Acuna’s claims are typical of the claims of the Class Members;
- Mr. Acuna and Class Counsel will fairly and adequately represent and protect the interests of all the Class Members; and
- Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

5. Why is there a settlement?

Mr. Acuna and Defendant have agreed to settle the lawsuit to avoid the time, risk, and expense associated with continued litigation. Under the settlement, Participating Class Members will receive compensation to resolve the claims asserted in the lawsuit. Mr. Acuna and his attorneys think the class settlement is in the best interest of all Class Members.

6. How do I know if I am a part of the settlement class?

Defendant’s records indicate that you may be a member of the class. You need to determine whether you are affected by this lawsuit. The class is defined as all persons (a) with a Florida address, (b) to whom Medical-Commercial Audit, Inc. d/b/a MCA Management Company mailed a debt collection communication not returned as undeliverable, (c) in connection with the collection of a consumer debt, (d) between July 17, 2020 and July 16, 2021.

7. Do I have lawyers in this case?

The Court has appointed the law firm of Greenwald Davidson Radbil PLLC in Boca Raton, FL to act as Class Counsel to represent the interests of Class Members. You will not be personally charged by these lawyers. You may retain your own counsel to represent you at your own expense if you would like.

8. How will class counsel be paid?

Class Counsel will ask the Court to approve the payment of their attorneys' fees, litigation costs and expenses up to \$40,000 in total. The fees will pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and obtaining approval of the settlement. The Court may award less than the amount sought by Class Counsel. Any attorneys' fees and costs awarded to Class Counsel will be paid separate and apart from the Settlement Fund and thus will not diminish the Settlement Fund or Class Members' payments from the Settlement Fund.

9. What does the settlement provide?

Defendant has agreed to pay \$7,600 into a fund, which will be divided equally among all Participating Class Members who submit a timely and valid claim, and does not include anyone who did not submit a claim or has elected to exclude themselves from the Settlement.

Separate from the Settlement Fund, Defendant will pay: (1) the costs and expenses of administering the class action settlement; (2) \$1,000 to the Class Representative; and (3) an award of attorneys' fees, litigation costs and expenses not to exceed \$40,000 to Class Counsel, subject to court approval. Defendant also affirms that it will cease collecting debts from consumers in Florida and will no longer do so going forward. If Defendant does elect to collect debts from consumers in Florida in the future, it will register with the Office of Financial Regulation of the Florida Financial Services Commission as a consumer collection agency before doing so.

10. How much will my payment be?

Class Counsel estimates that your share of the Settlement Fund will be between \$50 and \$200. Your share of the Settlement Fund ultimately may be more or may be less, depending on how many other people participate in the Settlement Fund by returning valid claims.

11. Does this settlement mean that I do not have to pay the money Defendant is trying to collect from me?

No. This settlement does **not** impact any debt that Defendant is collecting from you, or has attempted to collect from you, including any debt for which you have entered into a payment plan. In other words, this settlement does not relieve you of any obligation to pay any debt owed, assuming you otherwise owe the debt.

12. What am I giving up to stay in the Class?

Unless you exclude yourself from the settlement, you will be part of the class, which means you give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement. Giving up your legal claims is called a "release." Unless you exclude yourself from the settlement, you will release Defendant, and each of its past, present, and future directors, officers, employees, agents, representatives, partners, principals, clients, insurers, co-insurers, re-insurers, shareholders, attorneys, and any related or affiliated company, including any parent, subsidiary, predecessor, or successor company, from all claims under sections 1692e, 1692e(5) and 1692f of the FDCPA arising out of the mailing of a written communication sent by Defendant to Class Members between July 17, 2020 and July 16, 2021. For more information on the release, Released Parties, and Released Claims, you may view a copy of the settlement agreement at www.gdrlawfirm.com/Acuna.

13. How can I get a settlement award?

To qualify for a payment, you must mail a claim form, postmarked no later than April 11, 2022, to Class-Settlement.com P.O. Box 9009, Hicksville, NY 11802-9009. Read the instructions carefully.

14. How do I get out of the settlement?

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue Defendant regarding the claims asserted in this lawsuit, then you must take steps to get out of the settlement class. This is called “excluding yourself” from the settlement.

To exclude yourself from the settlement, you must send a letter by mail that (a) is signed by you; (b) includes your full name, address and phone number, and email address (if available); and (c) includes the following statement: “I request to be excluded from the settlement in the Acuna action,” or words to that effect. No request for exclusion will be valid unless all of the information described above is included and the request for exclusion is submitted timely.

You must mail your exclusion request postmarked no later than April 11, 2022 to the following address:

**Class-Settlement.com /Acuna
P.O. Box 9009
Hicksville, NY 11802-9009**

15. How do I tell the Court that I do not agree with the settlement?

If you are a Class Member, you can object to the settlement or any part of the settlement that you do not believe is fair, reasonable, and adequate.

To object, you must file a written objection with the Court and send said written objection via first-class mail to both attorneys listed below, and to the Court, **postmarked no later than April 11, 2022**. In order for your written objection to be effective, it must: (a) contain a heading which includes the name of the case and case number; (b) include your full name, address, telephone number and email address (if available); (c) state the grounds for objection, as well as identify any documents that you desire the Court to consider, including proof that you are a Class Member and all legal authorities you intend to present at the settlement fairness hearing, and (d) state whether you intend to appear at the final fairness hearing on your own or through counsel.

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Counsel for Defendant

Clerk of the Court
United States District Court
Southern District of Florida
U.S. Federal Building and Courthouse
299 East Broward Boulevard
Fort Lauderdale, FL 33301

16. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate. You can object only if you stay in the settlement. Excluding yourself means that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

17. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, you will not receive a payment from the Settlement Fund and you will release any claim you have against Defendant related to the allegations in this case. Unless you exclude yourself from the settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendant regarding any of the Released Claims as defined in the Agreement.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing at 11:30 A.M on May 20, 2022, at the United States District Court for the Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Courtroom 205B, Fort Lauderdale, FL 33301. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate, hear any objections to the settlement, and consider whether final approval of the settlement should be granted. The Court may also decide how much to award to Class Counsel in attorneys' fees, costs, and expenses.

You do not need to attend the final fairness hearing. Class Counsel will appear on behalf of the Class. But you are welcome to come, or have your own lawyer appear at your own expense.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 15 above. To speak at the Final Fairness Hearing, you must also file with the Clerk of Court your "Notice of Intention to Appear in *Carlos Acuna v. Medical-Commercial Audit, Inc.*, Case No. 9:21-cv-81256-WPD." Be sure to include your name, address, telephone number and your signature. Your Notice of Intention to Appear must be filed no later than April 11, 2022, and must be sent to all addresses in Question 15. You cannot speak at the hearing if you excluded yourself from the settlement.

20. Is this the entire settlement agreement?

No. This notice is only a summary of the proposed settlement. More details are in the settlement agreement, which is available at www.gdrlawfirm.com/Acuna.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT OR ITS COUNSEL ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT CLASS COUNSEL AT THE ADDRESS LISTED ABOVE.