COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT
SUPERIOR COURT DEPARTMENT

SUFFOLK, ss

Docket No.: 2384CV02302-BLS2

TOMMY ROYAL, individually and on behalf of similarly situated individuals,

Plaintiff,

v.

ANDREW METCALF, individually and doing business as JUDGMENT ACQUISITIONS UNLIMITED,

Defendants.

MEMORANDUM OF LAW IN SUPPORT OF THE PARTIES' JOINT MOTION FOR COURT APPROVAL OF NOTICE OF PENDING SETTLEMENT & REQUESTING A HEARING ON APPROVAL OF THE PARTIES' SETTLEMENT AGREEMENT

Plaintiff Tommy Royal and Defendant Andrew Metcalf submit this Memorandum in Support of the Parties' Joint Motion for the Court's Approval of Notice to Class Members of Pending Settlement and Requesting a Hearing on Approval of the Parties' Settlement Agreement. The Court has already certified a class in this action under G.L. c. 93A and issued final judgment. However, as explained below, the Parties have entered into a settlement agreement (the "Settlement Agreement"), attached as Exhibit 1, that will avoid the uncertainty of Defendant's appeal and that will result in expeditious non-monetary and monetary relief to class members. As set forth in the Settlement Agreement[1], the Parties propose a plan for notice to class members, including email and postcard notice to Class Members in a clear, accessible format. As a result, pursuant to G.L. c. 93A, § 9(2), the Parties request that the Court approve the proposed notice plan and schedule a hearing on approval of the Settlement Agreement. The Parties also request that Judge Salinger retain the case for the purposes of approval of the Settlement Agreement because of his familiarity with the case.

BACKGROUND AND PROCEDURAL POSTURE

Plaintiff commenced this action in October 2023 as a putative class action relating to Defendant's alleged unfair and deceptive debt collection practices in Massachusetts and further amended the complaint in October 2024 to include claims relating to Defendant's failure to obtain documentation of ownership of the debts upon which he filed collections lawsuits. After discovery and this Court's resolution of discovery disputes, the Parties filed cross motions for summary judgment and Plaintiff filed a motion for class certification. On June 13, 2025, the Court granted Plaintiff's motion for class certification and entered an order of summary judgment against Defendant. In said order, the Court certified the following class:

> All persons who were sued by Andrew Metcalf, in his own name or using the trade name Judgment Acquisitions Unlimited, in a small claims session of the Massachusetts District Court or the Boston Municipal Court from January 1, 2020, to the present on a debt that was allegedly purchased by Metcalf, in his own name or using the trade name Judgment Acquisitions Unlimited, or that was allegedly purchased by Judgment Acquisitions Unlimited, Inc.

In addition, the Court ordered that Plaintiff Tommy Royal shall be the class representative of the class and that Alexa Rosenbloom and Roger Bertling[2] of the Legal Services Center of Harvard Law School and Jennifer Wagner of the National Consumer Law Center be class counsel.

---

[1] All terms used herein have the definitions set forth in the Settlement Agreement.
[2] Attorney Bertling has since retired.

On September 4, 2025, the Court entered corresponding final judgment on this action, in which the Court again set forth the class definition and ordered Defendant to, among others: (1) file a "Notice that Judgment Has Been Declared Void and Unenforceable" in each action in which a judgment has been obtained against a class member in small claims court; (2) pay restitution for all amounts he collected after a small claims case was filed against a class member; (3) dismiss all cases pending against a class member as of the date of the order; (4) pay statutory damages of TWENTY-FIVE DOLLARS AND NO/CENTS ($25.00) to each member of the class; and (5) pay Plaintiff's attorneys' fees and costs in the amount of $142,124.74 to Legal Services Center of Harvard Law School and $141,750.00 to National Consumer Law Center. Defendant subsequently filed a notice of appeal of the final judgment.

On May 7, 2026, after months of discussion, the Parties entered into a settlement agreement and compromise to avoid further delay and expense and to resolve potentially burdensome, unpredictable, and protracted litigation. In addition, the Parties settled because of Defendant's tenuous financial situation.

SUMMARY OF THE SETTLEMENT AGREEMENT

The settlement consists of non-monetary relief to all class members and monetary relief to those that paid Defendant at least $1,000.

A. <u>Class Definition</u>

The Settlement Agreement defines a Class Member as "any individual who is identified in the Class List and for whom the information contained in the Class List is accurate and complete." Ex. 1, Terms & Definitions. "Class List" is defined as "the list compiled by Defendant of all persons who are within the Class Definition based upon a review of his business records" as further described. *Id.* Finally, the "Class Definition" encompasses the previously certified class as set forth above. *Id.*

B. Non-monetary relief

The non-monetary relief to Class Members under the Settlement Agreement is significant and encompasses even more than what is in the Court's final judgment order. As a threshold matter, Defendant agrees to comply—to the extent that he has not already—with all the non-monetary relief listed in the Court's final judgment. In other words, he will (1) file a "Notice that Judgment Has Been Declared Void and Unenforceable" in any judgment obtained in the Massachusetts District Court or in any Boston Municipal Court small claims action against Class Members between January 1, 2020, to September 4, 2025; and (2) dismiss with prejudice any small claims action filed and still pending against any Class Member and will forever cease any and all collection efforts on these Accounts. Ex. 1, Article III.A.

In addition, Defendant will release any liens that are recorded against Class Members's property with the Registry of Deeds, will dismiss with prejudice any trustee process or supplemental process cases brought against Class Members, and will return all outstanding executions. *Id.* Defendant will cease automatic withdrawals from any liens, garnishment, or trustee process actions and will cease to accept automatic payments from any Class Members. *Id.*

In sum, Defendant has agreed to permanently cease any collection of Class Members' purported debts, estimated to total approximately $3,000,000 in relief.

C. Monetary Relief

Defendant has delivered a total sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/CENTS ($25,000.00) (the "Settlement Fund") to Plaintiff's Counsel to be held in trust. Per the settlement agreement, the Settlement Fund shall be disbursed as follows:

a. First, the costs and expenses of administering the settlement and Class Notice will be disbursed to a Settlement Administrator. Plaintiff's Counsel has engaged with

American Legal Claim Services, LLC, which has offered a discounted rate of $7,711 for its work administrating the settlement.

b. Second, the amount of $1,006.75 will be disbursed to the National Consumer Law Center and the amount of $1,124.74 to the Legal Services Center of Harvard Law School to reimburse a portion of the out-of-pocket expense of litigating the Action. These amounts are less than one percent of what the Court awarded Class Counsel in its final judgment. Class Counsel has waived the remainder of their legal fees.

c. Third, $100 will be dispersed to Plaintiff Tommy Royal for all his work on the case.

d. Fourth, the remainder of the Settlement Fund will be awarded to Class Members who paid a minimum of $1,000.00 to Defendant during the Class Period. Restitution will be made to each Payment-Eligible Class Member by providing $50.00 to each Payment-Eligible Class Member, with any remaining Settlement Funds distributed on a pro rata basis, based on the amount that Class Member paid.

e. Fifth, if there are still funds available in the Settlement Fund after the end of the validity period for checks to be cashed, Class Counsel will determine whether a second distribution to Payment-Eligible Class Members is feasible, and if so, will effectuate such a second distribution. At such time that it is determined it is not financially feasible to redistribute Payment-Eligible Class Members, any remaining funds will be distributed to the Greater Boston Legal Services Consumer Rights Unit as a *cy pres* recipient.

Ex. 1, Article III.D.

SUMMARY OF PROPOSED NOTICE TO CLASS MEMBERS

Defendant has provided Plaintiff's Counsel with the Class List of individuals who meet the Class Definition, as well as last known contact information for them. The Settlement Agreement proposes the following notice to such Class Members, as set forth in Article IV:

First, for persons on the Class List for whom an email address is available, the Settlement Administrator will email a notice in the form attached as Exhibit A to the Settlement Agreement (Email Notice) to the last known email address(es) provided by Defendant. Ex. 1, Art. IV(B).

Second, should there be no available email address associated with a person on the Class List or if the emailed notice bounces back as undeliverable, the Settlement Administrator shall mail a physical copy of the notice in the form attached as Exhibit B to the Settlement Agreement (Postcard Notice). The Settlement Administrator will start with the last known mailing address set forth in the Class List and update each address through the United States Postal Service National Change of Address database. The Postcard Notice will be mailed by U.S. Mail, first class postage prepaid, to each person on the Class List at this updated address. If any Class Notice is returned as undeliverable but with a forwarding address, the Settlement Administrator will re-send the Class Notice to the new address. If any Class Notice is returned as undeliverable with no forwarding address, the Settlement Administrator will then perform a skip-trace using a service such as LexisNexis Accurint to determine and obtain a valid mailing address for the Class Member at issue and re-send the Postcard Notice to the new address. Ex. 1, Art. IV(C).

Both the Email Notice and the Postcard Notice easily direct Class Members to a Class Website via QR code and web address (Postcard Notice) or direct link (Email Notice), where a clear Longform Notice will be available with additional information (attached to the Settlement Agreement as Exhibit C).

Each of the proposed notices were drafted to be as plain language as possible based on evidence-based templates from the Notice Project, which have previously been approved by multiple courts. *See generally* Notice Project, https://noticeproject.org/. All of the Notices set forth the requirements for any Class Member to object to the Settlement Agreement and include, among other items, the following information: (i) a notification about the deadline to object to the Class Settlement, (ii) a website link to access the Longform Notice, and (iii) a phone number that Class Members can contact to leave a voicemail requesting further assistance, including a mailed hard copy of the Longform Notice.

ARGUMENT

A. The Proposed Notice Is Fair, Adequate, Reasonable, and Consistent with Due Process

G.L. c. 93A, sec. 9(2) dictates that a class action under 93A "shall not be dismissed, settled or compromised without the approval of the court, and **notice of any proposed dismissal, settlement or compromise shall be given to all members of the class of petitioners in such manner as the court directs**." (emphasis added). The Court should approve the Parties' plan because it is fair, adequate, reasonable, and consistent with due process.

First, the notice plan contemplates providing notice to all class members through the manner that is most likely to actually be read by them: first, opened email, and second, postcards sent by mail to the most accurate mailing address possible. Second, the proposed Notices provide information about, among other items, the lawsuit; the Settlement Agreement; Class Members' rights to participate in, or object to, the settlement; as well as a link to more information, including what steps to take to object to the settlement, on a website. *See* Exs. A, B, C to the Settlement Agreement; *see, e.g.*, *Monteiro v. Children's Hosp. Corp.*, No. 1:22-CV-10069-JEK, 2025 WL 1367413, at *4 (D. Mass. May 12, 2025) (approving a notice plan that "properly provides information about, among other items, the claims in this action; the settlement agreement; class members' rights to participate in, or object to, the settlement; and the timing of the final approval hearing" (citations omitted)). Indeed, courts have approved very similar notice plans with a combination of email notice and notice by mail. *See, e.g.*, *id.*, at 2025 WL 1367413, at *4 (approving a plan with a combination of email and mail service); *Sihler v. Fulfillment Lab, Inc.*, No. 20CV1528-LL-DDL, 2023 WL 7348425, at *3 (S.D. Cal. Nov. 7, 2023) (same); *Loestrin 24 Fe Antitrust Litig.*, No. 13-MD-2472-S-PAS, 2020 WL 5203323, at *2 (D.R.I. Sept. 1, 2020) (same).

B. Given His Familiarity with this Case, It Is Appropriate for Judge Salinger to Retain Jurisdiction of It for the Settlement Approval Hearing

Finally, the Parties request that Judge Salinger retain jurisdiction of the case for purposes of the settlement approval process. According to the BLS published FAQs, "[BLS] Judges, at their discretion, may retain jurisdiction over a BLS case when assigned to a non-BLS session. Business Litigation Session Frequently Asked Questions, https://www.mass.gov/info-details/business-litigation-session-frequently-asked-questions#when-and-how-is-a-case-assigned-to-the-bls. In this case, Judge Salinger has presided over nearly aspect of this case—from discovery disputes to deciding the motions for class certification and for summary judgment. Therefore, it is appropriate for him to retain jurisdiction in determining whether approval of the Settlement Agreement is appropriate. Moreover, the Parties request that Judge Salinger schedule the hearing for approximately 60 days from allowance of their motion to give sufficient time to give notice of the hearing to Class Members.

CONCLUSION

For the reasons stated above, the Parties request that the Court grant their Joint Motion and (1) approve their notice plan and (2) schedule a hearing on approval of the Settlement

Agreement before Judge Salinger in approximately 60 days. The Parties have also submitted a proposed order.

Dated: May 28, 2026

Respectfully Submitted,

Plaintiff Tommy Royal,
By his Attorneys,

/s/ Alexa Rosenbloom
Alexa Rosenbloom, BBO #679108
Legal Services Center of Harvard Law Schol
(617) 384-0742
arosenbloom@law.harvard.edu

/s/ Jennifer Wagner
Jennifer Wagner (admitted pro hac vice)
National Consumer Law Center
7 Winthrop Square, 4th Floor
Boston, MA 02110
jwagner@nclc.org
Counsel for Plaintiff

Defendant Andrew Metcalf,

/s/ Andrew Metcalf
Andrew Metcalf