

**COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT
SUPERIOR COURT DEPARTMENT**

SUFFOLK, ss

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

Plaintiff,

v.

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

Defendants.

Docket No.: 2384CV02302-BLS2

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of the date of the signatures below, by and between Tommy Royal, individually and on behalf of similarly situated individuals, (collectively “Plaintiff”) and Andrew Metcalf, individually and doing business as Judgment Acquisitions Unlimited (collectively “Defendant”). The parties to this Settlement Agreement shall be collectively referred to as “Parties.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions herein, and subject to the approval of the Court in which the above-captioned lawsuit is pending.

ARTICLE I

RECITALS

WHEREAS this case was brought by Plaintiff in October 2023 as a putative class action relating to Defendant's unfair and deceptive debt collection practices in Massachusetts and further amended 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; and

WHEREAS Plaintiff alleged violations, among others, of the Massachusetts Fair Debt Collection Practices Act, Attorney General regulations on debt collection, Division of Banks regulations, and the Massachusetts Consumer Protection Act; and

WHEREAS this case involved lengthy and extensive discovery between Parties, including the exchange of written interrogatories, requests for production, and depositions of Defendant. Additionally, discovery disputes prompted Plaintiff to file a successful motion to compel further discovery. The Parties subsequently filed cross motions for summary judgment and Plaintiff also filed a motion for class certification in the Suffolk County Superior Court; and

WHEREAS on June 13, 2025, the Superior 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.

The Court further appointed Plaintiff's counsel as class counsel and appointed Plaintiff representative of the class; and

WHEREAS on September 4, 2025, the Superior Court entered corresponding final judgment on this action, in which the Superior 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; (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; and

WHEREAS Defendant has filed a notice of appeal of the Superior Court judgment; and

WHEREAS the Superior Court and the Appeals Court have also each denied Defendant’s motion to stay judgment pending appeal on December 5, 2025, and January 2, 2026, respectively, thereby requiring Defendant to effectuate all injunctive relief; and

WHEREAS pursuant to Massachusetts Rule of Civil Procedure 62 the monetary relief ordered by the Court is stayed until resolution of all appeals; and

WHEREAS, Defendant denies all allegations of wrongdoing and liability;

WHEREAS Defendant is winding down his Massachusetts debt collection business in its entirety; and

WHEREAS the Parties have concluded that it is desirable for this matter to be settled to avoid further inconvenience, delay, and expense and to dispose of potentially burdensome, unpredictable, and protracted litigation. This Settlement Agreement resulted from and is the

product of extensive, good faith, and arms'-length settlement negotiations over an extended period of time; and

WHEREAS Counsel for Plaintiff have thoroughly analyzed the applicable law and all of the facts of this case and have concluded that the proposed Settlement Agreement herein is fair and reasonable and in the best interest of the certified class because it provides substantial and immediate relief while also avoiding the considerable risks and delays of further litigation. Defendant likewise believes the proposed settlement herein is desirable in order to avoid further the significant burden, expense, and inconvenience of protracted litigation;

NOW THEREFORE the Parties agree that this Settlement Agreement, subject to the Court's approval, will be binding upon them subject to the terms and conditions set forth herein.

ARTICLE II

TERMS AND DEFINITIONS

As used in this Settlement Agreement and incorporated exhibits, the following terms have the meanings specified herein:

1. "Account" means the Class Member obligor accounts that Defendant collected or sought collection from in small claims sessions of the Massachusetts District Court and Boston Municipal Court during the Class Period.
2. "Class List" is 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 in Article IV.
3. "Class Definition" refers to:

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.

4. “Class Member” or “Class Members” refers to any individual who is identified in the Class List and for whom the information contained in the Class List is accurate and complete.
5. “Class Notice” refers collectively to the notices attached as Exhibits A, B, and C, and described more particularly in Article IV.
6. “Class Period” refers to the period of time starting at 12:00 a.m. on January 1, 2020, and continuing through 11:59 p.m. on September 4, 2025.
7. “Class Representative” refers to Tommy Royal.
8. “Counsel for Plaintiff,” “Class Counsel,” or “Plaintiff’s Counsel” refers to Alexa Rosenbloom of the Legal Services Center of Harvard Law School and Jennifer Wagner of the National Consumer Law Center.
9. “Court” means the Suffolk County Superior Court.
10. “Defendant” collectively means Andrew Metcalf, individually and doing business as Judgment Acquisitions Unlimited. When this Settlement Agreement refers to cases filed by the Defendant against Class Members in the Class Period, this will be understood to be inclusive of those filed by Andrew Metcalf and those filed by Judgment Acquisitions Unlimited.
11. “Effective Date” of this Agreement is defined in Article VII below.
12. “Fairness Hearing” means the hearing scheduled by the Court to consider final approval of this Settlement Agreement.
13. “Final Approval Order” means the final order entered by the Court.

14. “Lawsuit” refers to the action captioned above, and herein as *Tommy Royal, individually and on behalf of all others similarly situated, v. Andrew Metcalf, individually and doing business as Judgment Acquisitions Unlimited*, 2384CV02302-BLS2 (Suffolk Super. Ct.), and all related appeals and proceedings.
15. “Objection” refers to any objections raised by Class Members to the Court with regards to the proposed Settlement Agreement.
16. “Parties” refers collectively to Tommy Royal, individually and on behalf of Class Members, and Defendant.
17. “Payment-Eligible Class Members” refers to a subsection of the Class, as described in Article III who meet the threshold for the receipt of Restitution.
18. “Plaintiff” refers collectively to Tommy Royal, individually and on behalf of Class Members.
19. “Preliminary Approval Order” refers to the Court’s preliminary approval of the Class Notice sent to Class Members before a Fairness Hearing is scheduled.
20. “Released Claims” means the claims advanced in the Lawsuit.
21. “Restitution” or “restitution payment” is the amount distributed to each Payment-Eligible Class Member as described in Article III.
22. “Settlement Administrator” refers to the firm which will be retained by Counsel for Plaintiff and which will be responsible for the administration of this class action settlement as more fully described herein.
23. “Settlement Agreement” means this Settlement Agreement and Release entered into between Defendant on the one hand, and the Class Representative, individually and on

behalf of Class Members, on the other hand, in the Lawsuit, including all terms and conditions set forth herein.

24. “Settlement Fund” is the total financial amount to be paid by Defendant, comprising TWENTY-FIVE THOUSAND DOLLARS AND NO/CENTS (\$25,000.00) and any interest that accrues on said amount prior to distribution, to be divided and distributed as set forth in Article III.

ARTICLE III

CLASS MEMBER RELIEF

- A. Defendant will comply with all non-monetary relief listed in the Court’s final judgment entered on September 4, 2025, with respect to all Class Members (whether or not they are Payment-Eligible Class Members). Accordingly, Defendant will 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. Defendant will attach a copy of the Court’s final judgment entered on September 4, 2025, to each such notice filed. Defendant will also 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. 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. Collection efforts as conceived of herein include, without limitation, telephone calls, text messages, letters, or other attempts to collect a purported amount owed, whether preceding or post-dating any money judgments; repossessions;

filings of proofs of claims in bankruptcy courts; filing executions as liens; filing supplemental or trustee process cases; seizure of automobiles; or any other attempts to collect amounts owed or obtain possession of property. Defendant will cease automatic withdrawals from any liens, garnishment, or trustee process actions and will cease to accept automatic payments from any Class Members. All collection efforts shall cease immediately upon the execution of this Settlement Agreement.

- B. Defendant agrees to complete compliance with all relief set forth in the preceding paragraph (Article III.A) on or before May 5, 2026. Plaintiff or any class member may (through Class Counsel) at any time raise concerns regarding Defendant's completion of compliance with Defendant. Plaintiff or any Class Member (through Class Counsel) may raise any good-faith concern regarding material noncompliance by providing written notice to Defendant specifying the alleged deficiency in reasonable detail. Defendant shall have thirty (30) days after receipt of such notice to cure the alleged non-compliance. Nothing in this paragraph limits Plaintiff's or a Class Member's right to seek damages (through Class Counsel) and all other appropriate relief from the Court in the event of non-compliance with any provision of this Settlement Agreement, except that neither Plaintiff nor a Class Member may obtain relief from the Court for noncompliance with Article III.A unless the above notice has previously been provided to Defendant and the alleged non-compliance remains outstanding.
- C. For the avoidance of doubt, the obligations in this Article III.A apply solely to Accounts of Class Members as defined herein and do not apply to any debts or accounts outside the Class Definition, any out-of-state matters, or any accounts acquired or filed after September 4, 2025.

D. Defendant has delivered a total sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/CENTS (\$25,000.00) (the “Settlement Fund”) to Plaintiff’s Counsel be held in trust. The Settlement Fund will be transferred to the Settlement Administrator at such time the Settlement Administrator is chosen and will continue to be held in trust pending the Court’s Final Approval Order. The Settlement Administrator shall disburse funds only pursuant to orders of the Court and shall not disburse funds earlier than the Effective Date. 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 the Settlement Administrator.
- b. Second, the amount of ONE THOUSAND AND SIX DOLLARS AND SEVENTY-FIVE CENTS (\$1,006.75) will be disbursed to the National Consumer Law Center and ONE THOUSAND AND ONE HUNDRED TWENTY-FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$1,124.74) to the Legal Services Center of Harvard Law School to reimburse a portion the out-of-pocket expense of litigating the Action.
- c. Third, ONE HUNDRED DOLLARS AND NO/CENTS (\$100.00) will be disbursed to the Class Representative as a service award.
- d. Fourth, the remainder of the Settlement Fund will be awarded to Class Members who paid a minimum of ONE THOUSAND DOLLARS AND NO/CENTS (\$1,000.00) to Defendant during the Class Period after Defendant filed the small claims action against the Class Member (“Payment-Eligible Class Members”). Restitution will be made to each Payment-Eligible Class Member by providing FIFTY DOLLARS AND NO/CENTS (\$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. Restitution payments will be made by check to each Payment-Eligible Class Member at their last known mailing address. Shall a Payment-Eligible Class Member be deceased, Restitution may be provided to successors based upon the Settlement Administrator's discretionary determination of adequate documentation of succession. If the Settlement Administrator determines that there is either inadequate documentation of succession or no documentation of succession, a check will be mailed to the decedent's estate.
- F. If any funds remain in the Settlement Administrator's account as a result of a Payment-Eligible Class Member's failure to cash a mailed check, the Restitution shall be disbursed as provided in Article VII below.
- G. Any Restitution provided to Payment-Eligible Class Members is not intended to incur any tax-related liability, obligation, or expense.
- H. If the Court declines to award administration fees and/or settlement costs and/or a service award for the Class Representative, or awards amounts less than the amounts requested, this Settlement Agreement will nevertheless remain in full force and effect. In its final judgment, the Court awarded 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; however, pursuant to this Settlement Agreement, the Parties and Class Counsel agree to accept \$2,131.49 for reimbursement for out-of-pocket expenses incurred in litigating this matter and to waive all other amounts awarded for attorneys' fees and costs.

- I. Counsel for Plaintiff will petition the Court for Preliminary Approval of Class Notice and for a Final Approval Order of the Settlement Agreement and will provide notice of the Released Claims and Settlement Agreement to the Court as provided in Article V below.
- J. Upon the Effective Date, the Parties shall jointly file a stipulation in the Massachusetts Appeals Court and the Massachusetts Superior Court dismissing Defendant's pending appeal with prejudice. If this Settlement Agreement is terminated or the Court's Final Approval Order is reversed on appeal or materially modified without the Parties' consent, the Parties shall be restored to their respective positions immediately prior to execution of this Settlement Agreement, including restoration of all appeal rights and deadlines (which shall be deemed tolled during the pendency of the settlement proceedings).

ARTICLE IV

NOTICE

- A. Defendant agrees to provide Plaintiffs' Counsel and the Settlement Administrator a timely and comprehensive list of the following information for each individual who meets the Class Definition: all names, case numbers, jurisdictions, judgment amounts, total payments on Accounts, and known obligor contact information (including, but not limited to residential addresses, mailing addresses, phone numbers, and email addresses) ("Class List"). The initial Class List has been provided to Counsel for Plaintiff, and Plaintiff has identified deficiencies in said List. Defendant will correct all identified deficiencies on or before the date on which this Agreement is executed. As of that date, the Class List will be final. Concurrently with signing this Agreement, Defendant will provide Counsel for Plaintiffs with an affidavit certifying the accuracy of the Class List.

- B. First, for person on the Class List for whom the information is available, the Settlement Administrator will email a notice in the form attached as **Exhibit A (email notice)** to the last known email address(es) provided by Defendant.
- C. 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 (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.
- D. Additional efforts to provide notice to Class Members may be proposed to the court by Counsel for Plaintiff in the event that, for a particular Class Member, the mailed Class Notice is returned as undeliverable and the emailed Class Notice bounces back.
- E. The Class Notice approved by the Court will be emailed by the Settlement Administrator to each person on the Class List within twenty-one (21) days after the Court's Preliminary Approval of Class Notice is entered. The Class Notice will be physically mailed to each person on the Class List with no available email address within twenty-

one (21) days of the Court's Preliminary Approval of Class Notice and physically mailed within seven (7) days to each person on the Class List whose initial Class Notice emails bounce back.

- F. The Class Notice shall set forth the requirements for any Class Member to object to the Settlement Agreement. The Email Notice and/or Postcard Notice will 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 a longform notice in the form of **Exhibit C (longform notice)**, and (iii) a phone number that Class Members can contact to leave a voicemail requesting further assistance, including a mailed copy of the Longform Notice that will also be displayed on the website. Counsel for Plaintiffs will establish and manage the aforementioned toll-free phone line and the Settlement Administrator will establish and manage the aforementioned website about class settlement.
- G. If the Settlement Administrator receives notification that a Class Notice was undeliverable despite the efforts outlined above and/or approved by the Court, and the Class Member has not otherwise verified any contact information, then that Class Member will be excluded from the Payment-Eligible Settlement Class.

ARTICLE V

SUBMISSION OF CLASS NOTICE FOR PRELIMINARY APPROVAL

- A. Upon execution of this Settlement Agreement, the Parties shall submit this agreement and the Email Notice, Postcard Notice, and Longform Notice referenced in Article IV, and attached as Exhibits A-C , to the Court along with a joint motion for preliminary approval of notice filed by Counsel for Plaintiff.

B. The Parties will jointly request that the Court enter a Preliminary Approval Order For Notice that will:

1. Approve the form and method of Class Notice as fair, adequate, reasonable and consistent with due process; and
2. Approve that Class Notice may be sent by e-mail to each Class Member for whom the information is available; further approve that Class Notice may be sent via United States mail, first-class postage pre-paid to remaining Class Members or Class Members whose emails have bounced back as undeliverable, once their addresses have been verified as set forth herein; and
3. Schedule a hearing to review the response of the Class Members to the reasonableness, adequacy, and fairness of this Settlement Agreement, and whether this Settlement Agreement should be finally approved by the Court (the “Fairness Hearing”); and
4. Provide that any Class Member who objects to the approval of the Settlement Agreement may appear at the Fairness Hearing and show cause why all terms of the proposed settlement called for by this Settlement Agreement should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon; and further providing that any such objection or any petition to intervene by a Class Member must be in writing, and must include (i) a statement of each objection being made; (ii) a detailed description of the facts underlying each objection; (iii) a detailed description of the legal authorities underlying each such objection, if any; (iv) a list of witnesses who may be called to testify at the Fairness Hearing, either live or by deposition or by affidavit, if any; and (v) a list of exhibits, along with copies of the

exhibits that the objector may offer during the Fairness Hearing, if any. All of these documents must be filed with the Court no later than twenty-one (21) days before the date scheduled for the Fairness Hearing; and

5. Provide that no person shall be entitled in any way to contest the approval of the terms and conditions of this Settlement Agreement or the judgment to be entered thereon, except by filing and serving written objection in accordance with the provisions set forth above, and that any Class Members who fail to object in the manner prescribed in this Settlement Agreement shall be deemed to have waived, and shall be foreclosed forever from raising any objections to this Settlement Agreement (whether by appeal or otherwise), or asserting claims arising out of, relating to, or based in whole or in part on the claims advanced.

ARTICLE VI

FAIRNESS HEARING AND FINAL APPROVAL

- A. On or before the date set by the Court for the Fairness Hearing, Counsel for Plaintiff shall file a joint motion for final approval, which will review any petitions to intervene or any objections to the Settlement Agreement which have been timely filed. Counsel for Plaintiff shall also file a memorandum of law in support of final approval.
- B. At the Fairness Hearing, the Parties shall jointly request the Court to enter a Final Approval Order which:
 1. Approves the proposed Settlement Agreement without material alteration, including the proposed service award to the Class Representative, restitution to Payment-Eligible Class Members, disbursements to the Settlement Administrator, and disbursements to Class Counsel as set forth herein; and

2. Finds that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Class; and
3. Provides that each Class Member shall be bound by the terms of this Settlement Agreement, including the Release of Claims in Article X; and
4. Finds that the mailing and/or emailing of Class Notice satisfies the requirements of due process; and
5. Releases and discharges Defendant from all Released Claims, as to Class Members; and
6. Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement Agreement.

ARTICLE VII

EFFECTIVE DATE OF SETTLEMENT

- A. This Settlement Agreement shall become final and effective (the “Effective Date”) when the last of the following events occur with respect to the Final Approval Order:
 1. The expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order has passed without any such motion having been filed; and
 2. The expiration of three (3) business days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed (which date shall be deemed to be 33 days following the entry of the Final Approval Order, unless the date to take such appeal has been extended, or unless the 33rd day falls on a weekend or a court holiday, in which case the date for purposes of this Agreement shall be deemed to be the next business day after such 33rd day); and

3. If any motion to alter or amend is filed, or if an appeal is taken, three (3) business days after a determination of any such motion or appeal that permits the consummation of the settlement in accordance with the terms and conditions contained within this Settlement Agreement.
- B. The Settlement Administrator shall have thirty (30) days after the Effective Date within which to remit Restitution to Payment-Eligible Class Members, the service award to the Class Representative, and the agreed amount for costs to Counsel for Plaintiff.
- C. Restitution that is issued in connection with this Settlement Agreement which remain unclaimed or uncashed by an Payment-Eligible Class Member after ninety (90) days of issuance shall become void; each Restitution payment shall include a statement to inform the payee of this validity period; and Defendant and/or the Settlement Administrator shall have no further payment obligation to any such Class Members. If there are still funds available in the Settlement Fund after the end of the validity period for checks to be cashed, the funds will either (i) be redistributed to Payment-Eligible Class Members if determined financially feasible and reasonable, or (ii) otherwise distributed to the Greater Boston Legal Services Consumer Rights Unit as a *cy pres* recipient, subject to the Court's approval.

ARTICLE VIII

ATTORNEY'S FEES AND COSTS

- A. The amount of attorney's costs, as approved by the Court, shall be paid from the Settlement Fund and will not affect the total amount paid by Defendant, as per Article III.

- B. Any Class Member may be represented by counsel of their choice at the Fairness Hearing, but all fees and expenses of and for such counsel shall be paid by that Class Member.

ARTICLE IX

NOTICE AND SETTLEMENT ADMINISTRATION EXPENSE

- A. The costs incurred by the Settlement Administrator in connection with properly performing its obligations and duties hereunder shall be paid out of the Settlement Fund. The obligations and duties for the Settlement Administrator include identifying and updating the addresses of members of the Class, preparing and sending Class Notice, printing and distributing checks to the members of the Payment-Eligible Settlement Class, and paying costs to Counsel for Plaintiff as set forth herein, and payment to the Greater Boston Legal Services Consumer Rights Unit as a *cy pres* recipient, if and as ordered by the Court.
- B. Counsel for Plaintiff will exercise due diligence in selecting a Settlement Administrator to perform the obligations and duties ascribed in this Settlement Agreement with the view to preserving funds for ultimate distribution to the Payment-Eligible Class Members. Counsel for Plaintiff's selection of the Settlement Administrator is made in the discretion of Counsel for Plaintiff.

ARTICLE X

RELEASE OF CLAIMS

- A. If this Settlement Agreement is finally approved by the Court, then as of the Effective Date, each Class Member agrees to forever release Defendant from any and all claims raised in the class action. By executing this Settlement Agreement, the Class

Representative is releasing claims individually and on behalf of the Class Members subject to Court approval.

- B. Any person who meets the Class Definition, but who Defendant did not include in the Class List, or for whom Defendant provided inaccurate data regarding payments made or collected in the Class List, will not be bound by this release of any and all claims raised in the class action against Defendant.
- C. The obligations incurred by Defendant pursuant to this Settlement Agreement, and performance of said agreement, shall constitute a full and final disposition and settlement of all claims, actions, suits, obligations, debts, demands, rights, causes of action, damages, statutory or common law bad faith claims, or liabilities of any nature, arising out of the claims in the Lawsuit, including costs, court costs, expenses, pre-judgment and post-judgment interest, and attorney's fees.

ARTICLE XI

CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

- A. This Settlement Agreement shall be considered fulfilled on the occurrence of all of the following events:
 - 1. The Court has entered a Preliminary Approval of Class Notice; and
 - 2. The Court has entered a Final Approval Order; and
 - 3. The Final Approval Order has become final; and
 - 4. The Settlement Fund has been paid and all distributions made to Payment-Eligible Class Members, Class Representative, Counsel for Plaintiff, and to any *cy pres* recipient of remaining funds; and
 - 5. Defendant has complied with all non-monetary relief set forth in Article III.A.

- B. In the event that this Settlement Agreement is not approved by the Court, or the Court's approval is reversed on appeal, the Parties shall be restored to their respective positions as of February 8, 2026, with one exception: any funds expended on Class Notice and administration in furtherance of the Settlement Administrator's duties will not be refunded to Defendant. Should the Court fail to approve this Settlement Agreement or the Court's approval is reversed on appeal, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection with the Lawsuit shall be without prejudice to any Party; shall not be admissible into evidence; shall not be deemed or construed to be an admission or confession by any party of any fact, matter or proposition of law; shall not be used in any manner for any purpose; and all Parties shall stand in the same position as if this Settlement Agreement had not been negotiated, made or filed with the Court, and any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated *nunc pro tunc*.
- C. This Settlement Agreement will be considered void if either the Court's Final Approval Order is reversed upon appeal or is materially modified upon appeal. This Settlement Agreement will also be considered void if the Court's Final Approval materially modifies its terms, conditions, and/or obligations. "Material" as used in this Settlement Agreement means a modification that alters the obligations, duties, rights, or responsibilities of the Parties. In the event any one or more of the material provisions contained in this Settlement Agreement will for any reason be found or held to be invalid, illegal, or unenforceable in any respect, this Agreement will not be binding on a Party without the consent of that Party to the change resulting from such a finding or holding.

ARTICLE XII

OTHER PROVISIONS

- A. This document represents the entirety of the Settlement Agreement.
- B. Plaintiff and the Class Members do not waive or release any claims or defenses that other than those asserted in this Lawsuit against Defendant.
- C. All matters not specifically covered by the provisions of this Settlement Agreement shall be resolved by agreement of the Parties and Counsel for Plaintiff, or, if agreement cannot be reached, by the Court.
- D. The Court will retain exclusive jurisdiction over the Lawsuit, the Parties, and this Settlement Agreement with respect to the performance of its terms and conditions, along with any disputes arising out of, or relating to, this Settlement Agreement. The Court will also retain exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement. This Settlement Agreement and any documents prepared or executed pursuant to the Agreement will be governed exclusively by the law of the Commonwealth of Massachusetts.
- E. This Settlement Agreement is intended to set forth all obligations of the Parties.

This Agreement represents a negotiated agreement and shall not be amended, modified, or supplemented (except as provided herein), nor shall any of its provisions be deemed waived, unless by written agreement signed by Plaintiff and Defendant, and/or in accordance with the provisions of this Settlement Agreement. This document has been jointly drafted and is not to be construed against any Party.
- F. This Settlement Agreement is a compromise of disputed claims. Neither this Settlement Agreement, nor any negotiations or statements made in connection with it, nor any performance hereunder, shall be construed as an admission of liability or wrongdoing by

Defendant. This Agreement and all related documents shall not be offered or admissible as evidence of any admission except in a proceeding to enforce the terms of this Agreement.

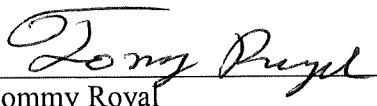
- G. Each and every term of this Settlement Agreement shall be binding upon and inure to the benefit of the Class Representative, the Class Members, Defendant, and any and all of their successors, assigns, and personal representatives, which are all intended to be beneficiaries of this Settlement Agreement.
- H. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Photocopies and/or PDFs of the fully executed Settlement Agreement may be treated as originals.
- I. Time is of the essence as to each provision of this Settlement Agreement and each Party and Counsel for Plaintiff agrees to take all actions necessary to timely and appropriately effectuate this Agreement, including seeking and obtaining all necessary Court approval and payment and distribution of all funds.
- J. This Agreement was drafted by the Parties in good faith and at arms' length, and no parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties, or their counsel, or the circumstances under which the Settlement Agreement was made or executed.
- K. By execution of this Settlement Agreement, the entities signing this Agreement warrant that they have the full authority to execute this Agreement and to bind the Party on whose behalf they are executing this Agreement.

L. All notices and service of papers under this Settlement Agreement shall be made upon Plaintiff and Class Members by serving papers on Alexa Rosenbloom, Legal Services Center of Harvard Law School, 122 Boylston Street, Jamaica Plain, MA 02130, and Jennifer Wagner, National Consumer Law Center, 7 Winthrop Square, 4th Floor, Boston, MA 02110 (courtesy copies to arosenbloom@law.harvard and jwagner@nclc.org appreciated) and upon Defendant by serving papers on Andrew Metcalf, P.O. Box 153, Avon, MA 02322 (courtesy copy to andy@judgmentacquisitions.com appreciated).

ARTICLE XIII

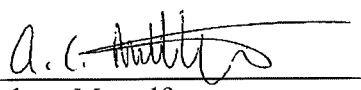
EXECUTION

The undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned.



Tommy Royal
Plaintiff

5/7/26
Date



Andrew Metcalf
Defendant

05/04/2026
Date

EXHIBIT A

If you were sued in a Massachusetts small claims court by Andrew Metcalf or Judgment Acquisitions Unlimited (JAU) between January 1, 2020, and September 4, 2025, the settlement of the Class Action Lawsuit Tommy Royal v. Andrew Metcalf, individually and d/b/a Judgment Acquisitions Unlimited, may affect your rights.

For complete information, visit [settlement website link] or call 617-384-1010

You are not being sued. This is not a solicitation from a lawyer. This Email Notice was authorized by The Superior Court of Massachusetts, Suffolk County

You received this email notice because you may be a member of the group of people affected, called the “class.” This notice tells you how to get more information.

If you were sued on a debt collection claim in a Massachusetts small claims court by Andrew Metcalf or JAU between January 1, 2020, and September 4, 2025, you may be entitled to relief as part of the settlement of this lawsuit.

What is the lawsuit about?

A settlement has been reached in a class action lawsuit against Andrew Metcalf individually and doing business as Judgment Acquisitions Unlimited. The lawsuit involves allegations that debt collection practices engaged in by Metcalf violated Massachusetts consumer protection laws and regulations concerning debt collection. Metcalf denies he did anything wrong. The Settlement is a compromise to end the lawsuit and is subject to review by the Court prior to taking effect. The lawsuit is called Tommy Royal v. Andrew Metcalf, individually and d/b/a Judgment Acquisitions Unlimited Inc, Docket No. 2384CV02302.

Your options:

Option 1: Do Nothing. If you do nothing and the settlement agreement is approved by the Court, the settlement will take effect. The settlement requires Metcalf to stop any debt collection actions against you and declare any judgments he obtained void and unenforceable. In addition, if you have already paid Metcalf over \$1,000 pursuant to a claim related to this case, you will receive a check for at least \$50 at the address associated with your file. Please go to [WEBSITE] to confirm that the address on file is accurate. You will be bound by the terms of this settlement.

Option 2: Object. Tell the Court why you don't like the settlement at a Fairness Hearing where the Court will decide whether to approve the settlement. If the settlement is ultimately approved by the Court, you will still be bound by its terms. To learn more about necessary steps you must take if you choose to object, go to [WEBSITE] to learn more.

For complete information, visit [settlement website link] or call 617-384-1010.

EXHIBIT B



The Superior Court of Massachusetts, Suffolk County
Tommy Royal et. al v. Andrew Metcalf d/b/a Judgment
Acquisitions Unlimited
Docket No. 2384CV02302

Class Action Notice

*Authorized by the Superior Court of
Massachusetts*



Were you sued in a small claims court in Massachusetts by Andrew Metcalf or Judgment Acquisitions Unlimited (JAU) between January 1, 2020, and September 4, 2025?

There is a settlement of a class action lawsuit against Metcalf and JAU.

You may be entitled to relief.

You can visit [website] to learn more.

Key things to know:

- This is an important legal document.
- You can object to the terms of this settlement. If you choose to object, you must do so by [DATE] at [LOCATION].
- If you have questions or need assistance, please call [phone number]

EXHIBIT C

The Superior Court of Massachusetts, Suffolk County

**Tommy Royal v. Andrew Metcalf, individually and d/b/a Judgment
Acquisitions Unlimited**

Docket No. 2384CV02302

Class Action Notice

***Authorized by the Superior Court of
Massachusetts***

**Were you sued in a
small claims court
in Massachusetts
by Andrew Metcalf
or Judgment
Acquisitions
Unlimited (JAU)
between January 1,
2020 and
September 4,
2025?**

**There is a settlement
of a class action
lawsuit against
Metcalf and JAU.**

**You may be entitled
to relief.**

**You can visit
[website] to learn
more.**

Important things to know:

- This is an important legal document.
- You can object to the terms of this settlement. If you choose to object, you must do so by [DATE] at the Suffolk County Superior Court, 3 Pemberton Sq., Boston, Massachusetts.
- If you have questions or need assistance, please call 617-384-1010.

Table of Contents

Table of Contents.....	1
-------------------------------	----------

About This Notice.....	2
Why did I get this notice?.....	2
What do I do next?	3
What are the most important dates?	3
Learning About the Lawsuit	3
What is this lawsuit about?	3
Why is there a settlement in this lawsuit?.....	4
What happens next in this lawsuit?	4
Learning About the Settlement	5
What does the settlement provide?	5
How much will my payment be?	5
Deciding What to Do.....	6
How do I weigh my options?	6
What is the best path for me?.....	7
How do I get a payment if I am a class member?	8
Do I have a lawyer in this lawsuit?.....	8
Do I have to pay the lawyers in this lawsuit?	8
Objecting	8
What if I disagree with the settlement?	9
Key Resources.....	9
How do I get more information?	9

About This Notice

Why did I get this notice?

A case was filed, *Tommy Royal et. al v. Andrew Metcalf, Judgment Acquisitions Unlimited Inc., and Michael Zola*, that was brought on behalf of people who were sued by Andrew Metcalf or his trade name Judgment

Acquisitions Unlimited (JAU) in small claims court in Massachusetts between January 1, 2020, and September 4, 2025, regarding a debt allegedly purchased by Metcalf or JAU. **You received this notice because you may be a member of the group of people affected, called the "class."** This notice gives you a summary of the terms of the proposed agreement, explains what rights class members have, and helps class members make decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide which of these actions you want to take:

Options	What each option means:
Do Nothing (or advise of payment info)	The settlement will take effect. Metcalf will stop any debt collection actions against you and declare any judgments he obtained void and unenforceable. If you have already paid Metcalf over \$1,000 pursuant to a claim related to this case, you will receive a check for a minimum of \$50 at the address associated with your file. Please go to [WEBSITE] to confirm that the address on file is accurate. You will be bound by the settlement.
Object	Tell the Court why you don't like the settlement. If the settlement is ultimately approved by the Court, you will still be bound by its terms.

Read on to understand the specifics of the settlement and what either choice would mean for you.

What are the most important dates?

Your deadline to object: [date]
Settlement Fairness Hearing: [date]

Learning About the Lawsuit

What is this lawsuit about?

Tommy Royal filed a lawsuit in 2023 alleging that debt collection practices conducted by Andrew Metcalf and Judgment Acquisitions Unlimited violated Massachusetts consumer protection laws and regulations concerning debt collection.

Andrew Metcalf denies that he did anything wrong.

In September 2025, the Superior Court granted Royal's motion for class certification and entered an order of summary judgment against Metcalf. Metcalf has filed an appeal of the judgment order.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[website]

Why is there a settlement in this lawsuit?

In early 2026, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the cost and risk of continuing the case in court. If the settlement is approved, the Metcalf will dismiss his appeal of the judgment order and the case will be dismissed.

The settlement is for all members of the settlement class and Tommy Royal.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness Hearing to decide whether to approve the proposed settlement. The hearing will be held at:

Where: Suffolk County Superior Court, 3 Pemberton Sq., Boston, MA 02108.

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the hearing, but you may at your own expense. At the hearing, you are entitled to an opportunity to object and show why

the court should not approve the settlement. To learn more about necessary steps you must take prior to the hearing if you choose to object, go to the section of this document titled "Objecting" on page 10.

If the Court does not approve the settlement, it will not take effect and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [\[website\]](#).

Learning About the Settlement

What does the settlement provide?

The settlement requires Metcalf to stop all debt collection and lawsuits on class member accounts related to this case. In addition, the settlement requires that Metcalf file notices that any judgments obtained in class member cases have been declared void and unenforceable, dismiss any class member cases still pending, and release any property liens recorded pursuant to class member cases.

Metcalf has also agreed to pay \$25,000 into a settlement fund. This money will be divided among class members who paid Metcalf or JAU \$1,000 or more pursuant to claims related to this case. Part of the money will also be used to pay for costs and lawyer fees approved by the Court, and for the cost of administering this settlement.

All members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Metcalf or JAU for the same issues and legal violations raised in this lawsuit. The full terms of the release can be found [\[here\]](#).

The settlement also provides that the Court will be asked to approve a payment of \$100 to Tommy Royal, the consumer who brought this lawsuit, to compensate him for his work on the case. This is called a "service payment."

If there is money left over after all payments are made, it will be donated to Greater Boston Legal Services, if the Court approves.

How much will my payment be?

If you paid Metcalf or JAU \$1,000 or more, you will receive a payment of a minimum of \$50. The total amount you receive will depend on the following factors:

- The amount you paid to Metcalf or Judgment Acquisitions Unlimited on the alleged debt underlying the small claims case.
- The amounts that other class members paid to Metcalf or Judgment Acquisitions Unlimited on the alleged debts underlying their small claims cases.
- The amount of the lawyer fees, costs, and service payments approved by the Court.

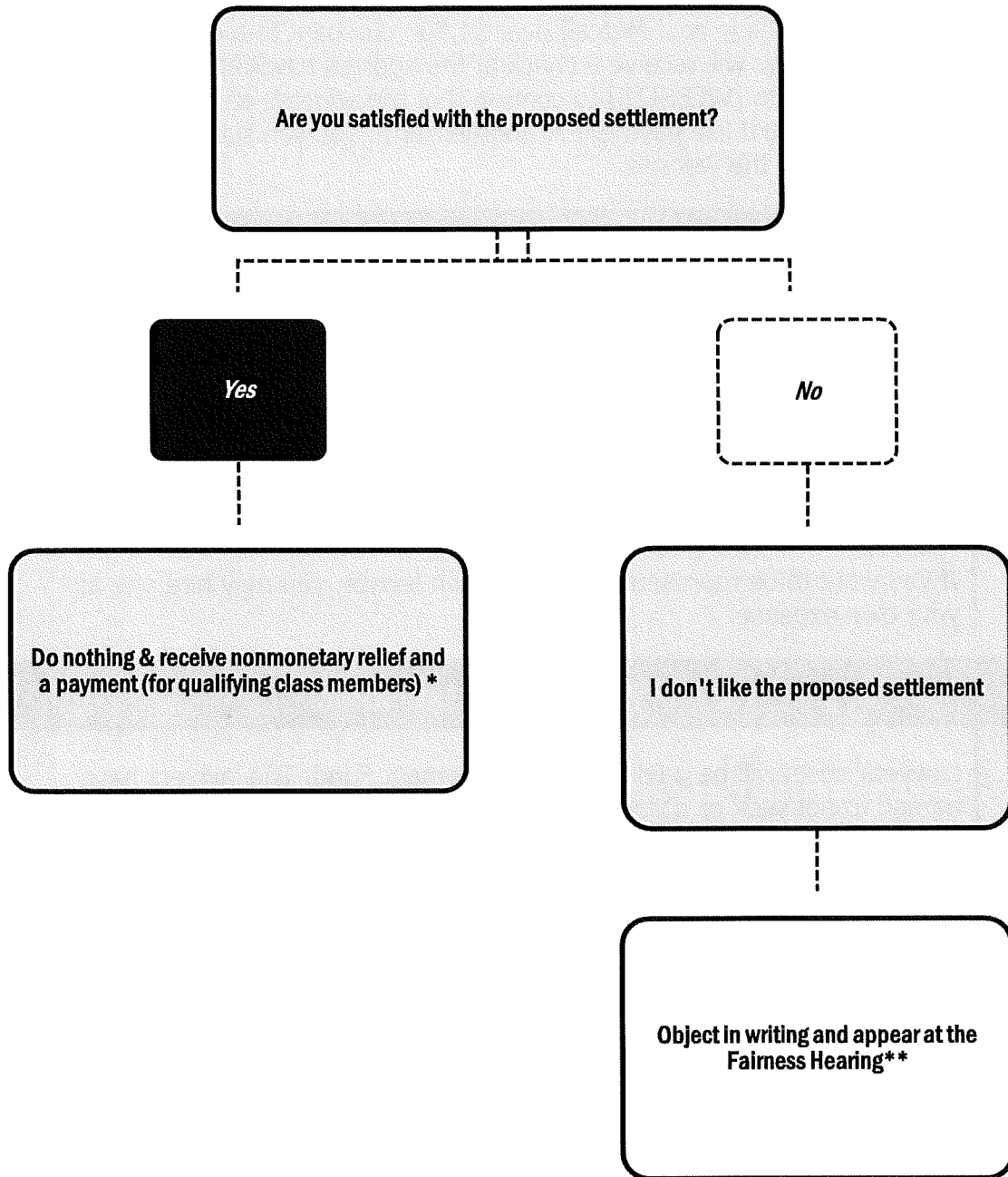
Deciding What to Do

How do I weigh my options?

You have two options. You can do nothing and stay in the settlement, or you can object to the settlement. This chart shows how your rights are affected by each option:

	Do nothing	Object
Will Metcalf stop collection on my account if I . . .	YES	YES
Can I receive settlement money if I . . .	YES	YES
Am I bound by the terms of this lawsuit if I . . .	YES	YES
Can I pursue my own case if I . . .	NO	NO
Will the class lawyers represent me if I . . .	YES	NO

What is the best path for me?



** If necessary, you can contact the Settlement Administrator to provide an updated mailing address to receive your payment.*

***You can object to the settlement AND receive payment.*

How do I get a payment if I am a qualifying class member?

If you have already paid Metcalf over \$1,000 pursuant to a claim related to this case, you will receive a check at the address associated with your file. Please go to [WEBSITE] to confirm that the address on file is accurate. If you'd like payment in another form, you can submit that information on the website.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following lawyers.

Your lawyers: Alexa Rosenbloom, Legal Services Center of Harvard Law School and Jennifer Wagner, National Consumer Law Center. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' costs will be paid from the Settlement Fund. The lawyers have agreed to not seek or collect any legal fees out this settlement. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$2,131.49 to reimburse them for out-of-pocket expenses.

Lawyers' expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' expenses even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$100 to Tommy Royal, the Class Representative, for the time and effort he contributed to the case. If approved by the Court, the Service Award will be paid from the Settlement Fund.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' reimbursement), you may object at a Fairness Hearing where the Court will decide whether to approve this settlement. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't have to, hire your own lawyer to help you.

If you do not object at the Fairness Hearing, you will waive any right to raise objections to this settlement in the future.

To object, you must send a letter to the Court that:

- (1) is postmarked by [21 days prior to the Fairness Hearing];
- (2) includes the case name and number: *Tommy Royal et. al v. Andrew Metcalf, Judgment Acquisitions Unlimited Inc., and Michael Zola*, Docket No. 2384CV02302;
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states each objection being made, along with the facts and legal authorities underlying each objection, if any;
- (5) lists any witnesses or exhibits that you may call to testify or present at the Fairness Hearing; and
- (6) is signed by you.

Mail the letter to:

Superior Court of Massachusetts
Suffolk County c/o Clerk of Court
3 Pemberton Square
Boston, MA 02108

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here]. To get a copy of the settlement agreement or get answers to your questions:

- contact the Settlement Administrator (information below)

- visit the case website at [website]

Resource	Contact Information
Case website	[website]
Settlement Administrator	American Legal Claim Services, LLC [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Alexa Rosenbloom Legal Services Center of Harvard Law School 122 Boylston Street Jamaica Plain, MA 02130 Jennifer Wagner National Consumer Law Center 7 Winthrop Square Boston, MA 02110