

3. Defendant Judgment Acquisitions Unlimited Inc. d/b/a Judgment Acquisitions Unlimited (“JAU”) is a corporation organized under the laws of the Commonwealth of Massachusetts that maintains its principal place of business at 185 Main St., Suite 34, Avon, Massachusetts, 02322.
4. JAU is owned and operated by Andrew Metcalf.
5. JAU is a creditor within the meaning of 940 CMR 7.03 and M.G.L. c. 93, § 49 in that it is “engaged in collecting a debt owed or alleged to be owed to it by a debtor.”
6. JAU is a debt collector within the meaning of 209 CMR 18.02 because its principal business purpose is debt collection, and it uses an instrumentality of interstate commerce or the mails. In addition, at all relevant times it was a purchaser of debt which was in default at the time of purchase or acquisition.
7. Defendant Michael Zola is an attorney with a solo law practice with a principal place of business at 607 North Avenue, Door # 18, Wakefield, MA 01880.
8. According to his LinkedIn page, Attorney Zola has a general practice “with a focus on Consumer and Commercial Collections.” <https://www.linkedin.com/in/michael-zola-89342a46/> (last viewed on Aug. 15, 2023).
9. Attorney Zola is a creditor within the meaning of 940 CMR 7.03 because he is an attorney engaged in collecting a debt owed or alleged to be owed to JAU by a debtor.
10. Attorney Zola is an “attorney for a creditor” within the meaning of M.G.L. c. 93, § 49 because he represents JAU and other creditors in collecting debts owed or alleged to be owed to them by debtors.

JURISDICTION AND VENUE

11. The Court has jurisdiction under M.G.L. c. 212, § 3 because this is a civil action for money damages and Plaintiffs have a reasonable likelihood of recovery of at least \$50,000.

12. Venue is proper in Suffolk County because Mr. Royal resides there.

FACTS

A. BACKGROUND

13. JAU is engaged in a high-volume debt collection practice that includes filing hundreds of collection actions in small claims sessions of Massachusetts District and Boston Municipal Courts.

14. Attorney Zola represents JAU in these cases.

15. In each of these cases, Defendants allege that a defendant-debtor failed to make payments on a contractual agreement with an original creditor and that JAU is now the owner of the debt.

16. Upon information and belief, JAU has purchased each of the debts after the original creditor charged it off.

17. A debt is “charged-off” by a creditor when it has been deemed uncollectable and, as such, is written off as a loss.

18. Each of the Defendants’ statements of small claims has an amount listed as “principal” and another amount listed as “interest.”

19. However, upon information and belief, what Defendants list as “principal” represents the balance allegedly owed at the time the debts were charged-off, inclusive of interest owed on the debt up to that date.

20. Upon information and belief, what the Defendants label as “interest” is their calculation of contractual, prejudgment interest from after the date of the charge-off to the date of filing.

21. Generally, creditors only include one amount in the statement of small claim; the balance allegedly owed at the time of the charge-off of a debt.

22. The Defendants' inclusion of both an amount labeled "principal" and an amount labeled "interest" is misleading, unfair, and deceptive because it indicates that the former represents actual charges made on the credit card and the latter represents the interest that has accrued on those outstanding charges when in fact, the latter represents prejudgment interest on the debt.
23. In addition, the Defendants' demand for what amounts to prejudgment interest is expressly prohibited by Massachusetts Uniform Small Claims Rule 2(a).
24. Massachusetts Uniform Small Claims Rule 2(a) prohibits parties from including prejudgment interest in the amount sought as damages in a small claims complaint. ("The plaintiff shall state specifically any amounts sought for damages...*exclusive of any prejudgment interest* being sought from the court pursuant to M.G.L. c. 231, §§ 6B or 6C.") (emphasis added)).
25. Because of this rule, a plaintiff in a small claims case can only generally request prejudgment interest. They are barred from specifying an amount they are seeking or including prejudgment interest in the total amount they are seeking.
26. Moreover, not only is what Defendants have labeled as interest in their statements of small claim prohibited from being included at the prejudgment stage, it was miscalculated and inflated by the Defendants.
27. Per the Uniform Small Claims Rules, any prejudgment interest is added to the amount of damages by the clerk of the court after judgment enters. Such interest is "calculated at the contract rate, if established, or at the rate of twelve per cent per annum from the date of the breach or demand. If the date of the breach or demand is not established, interest shall be added by the clerk of the court, at such contractual rate, or at the rate of twelve per cent per annum from the date of the commencement of the action..." M.G.L. c. 231, § 6C.

28. In these cases, Defendants do not allege, let alone establish, the date of the breach or demand.

Thus, any prejudgment interest would have been calculated by the court's clerk from the date of commencement of the action pursuant to M.G.L. c. 231, § 6C.

29. However, the "interest" amounts in Defendants' statements of small claims were miscalculated from the date of charge-off.

30. Moreover, when the Defendants obtain judgments in their cases, whether by agreement, default, or after trial, they request, and normally receive, prejudgment interest on the amount sued for, pursuant to M.G.L. c. 231, § 6C, thus unlawfully seeking and receiving interest on the prejudgment interest they have wrongfully included in their statements of small claims.

31. Not only does this mean that Defendants are deceiving the Court into awarding excessive interest, but this practice results in the Defendants attempting to collect and collecting inaccurate amounts and amounts not owed.

B. Named Plaintiffs

Tommy Royal

32. Mr. Royal is 65 years old, and he is retired. Prior to his retirement, he worked for over twenty-five years at Gillette as a stock clerk.

33. His only income comes from a small pension and social security retirement.

34. Around September 2022, Mr. Royal began to receive phone calls from JAU, a company he had never heard of before, telling him that he owed the company over a thousand dollars.

35. Over the next few weeks, Mr. Royal saw the same number appear on his phone every day.

36. In late September, he picked up.

37. A female representative for JAU told him that he owed JAU around \$1,300 from a debt with Genesis Credit.

38. Mr. Royal had not heard from Genesis Credit in years, and this was the first time JAU communicated with him.
39. Mr. Royal was skeptical that he owed so much and told her so.
40. The woman responded that they could make a deal and he could settle JAU's claim for \$800.
41. Under the agreement, he would pay \$50 dollars initially, then pay \$750 when he received his next retirement check.
42. On or around early October 2022, Mr. Royal received a letter from JAU dated September 30, 2022. *See Exhibit A*, attached as a true and accurate copy of an October 22, 2022, letter from JAU to Mr. Royal.
43. This letter, signed by JAU's owner Andrew Metcalf, stated that Mr. Royal owed JAU \$1,316.89.
44. The letter broke down this amount into \$794.18 due in "principal," \$472.71 due in "interest" as of September 30, 2022, and costs of \$50.00.
45. However, on information and belief, the \$794.18 JAU called the "principal" was in fact the balance allegedly owed at the time the original creditor charged-off the debt, inclusive of interest.
46. In addition, the \$472.71 that JAU claimed Mr. Royal owed in interest was interest that JAU calculated after the original creditor charged-off the debt.
47. The letter also repeated the settlement offer that the JAU representative had made on the phone.
48. JAU's letter offered to settle if Mr. Royal paid \$800 dollars—more than the full amount of the debt at charge-off.
49. Mr. Royal did not think he owed as much as JAU said he did, but he was scared of being taken to court and worried that an unpaid debt could send him to prison.

50. The letter's ominous language warned that "[a]ll actions including Capias service (civil arrest)" were "suspended temporarily pending payment."
51. Mr. Royal decided that settlement for \$800 instead of what JAU claimed was a total balance of nearly \$1,300 was his best option because he was scared that he would be picked up off the street and taken to prison because of the debt.
52. He also lives retirement paycheck to retirement paycheck, and it would have affected his ability to pay bills for another month if he had had to make further payments.
53. Shortly after receiving the letter, on October 3, 2022, he sent JAU a money order via Western Union for fifty dollars. *See* Exhibit B, attached as a true and accurate copy of the December 21, 2022 Western Union Receipt.
54. According to Western Union, JAU cashed the money order on December 21, 2022.
55. Mr. Royal was shocked when, a few days after sending the money order, he received a statement of small claim in the mail from the Dorchester Division of the Boston Municipal Court. *See* Exhibit C, attached as a true and accurate copy of the Statement of Small Claim, Docket no. 2207SC001340.
56. Attorney Zola, representing JAU, filed a lawsuit against Mr. Royal on October 4, 2022.
57. The docket number for the action was 2207SC001340.
58. In the statement of small claim, consistent with the September 30, 2022 letter, the Defendants alleged that Mr. Royal owed what it called principal and interest as follows:
- [Principal: \$794.18 Interest: \$469.24 Cost/Fees \$0.00;]-[Payments:\$0.00]=\$1,263.42**
59. However, upon information and belief, the \$794.18 that the Defendants labeled "principal" was the balance allegedly owed at the time the original creditor charged-off the debt, inclusive of interest.

60. In addition, the \$472.71 that the Defendants claimed Mr. Royal owed was prejudgment interest from after the charge-off of Mr. Royal's debt.
61. The inclusion of the \$469.24 in the demand was unfair and deceptive because Small Claims Rule 2(a) expressly prohibits the inclusion of prejudgment interest in the amount demanded by Plaintiff.
62. Even if the amounts could be included in the statement of small claims, upon information and belief, they were miscalculated from the date of charge-off in violation of M.G.L. c. 231, § 6C.
63. On March 2, 2023, Mr. Royal appeared in small claims court.
64. There, the assistant clerk-magistrate awarded judgment in Mr. Royal's favor because no one appeared for JAU.
65. During the six months between JAU's initial contact with Mr. Royal and his ultimate favorable judgment, Mr. Royal experienced anxiety and stress.
66. He was also upset by the rude, dismissive way JAU had treated him—a feeling that only intensified when he learned that JAU's settlement amount was based on erroneous numbers.

Bernadette Costa

67. Bernadette Costa works as a night nurse at a care home for ALS patients in Chelsea. She is currently on family medical leave because of a family health matter.
68. She also cares for her mother, who suffers from Alzheimer's, and provides financial support for her children.
69. During the summer of 2021, Ms. Costa received a call from Andrew Metcalf.
70. He told her she owed a debt of approximately \$3,500 to JAU based on a Genesis Credit account which could only be used at Aspen Dental.

71. Ms. Costa had not heard from Genesis Credit in years, and this was the first she was hearing from JAU.
72. Mr. Metcalf was polite at first, but his tone soon turned aggressive.
73. When Ms. Costa said she thought she could work overtime and settle the debt by January, he said something along the lines of, “You don’t tell me when you’re going to pay it.” If she did not pay soon, he said he would sue her and garnish her wages and assets.
74. Around October 28, 2021, Ms. Costa received a statement of small claim from Somerville District Court, alleging that she owed JAU a total of \$5,831.74, plus court costs of \$150. *See* Exhibit D, attached as a true and accurate copy of the Statement of Small Claims for Docket No. 2110SC000889
75. On or about that date, JAU had filed a court case against Ms. Costa with docket number 2110SC000889.
76. Attorney Zola signed a verification of address form which was filed with the Court.
77. The statement of small claim, which was signed by Attorney Zola, broke the amount owed down into principal and interest as follows:
- Principal: \$3,632.40 + Interest: \$2,199.34 - Payments: \$0.00 = Balance: \$5,831.74
78. The “principal” represented the balance allegedly owed at the time the original creditor charged-off the debt, inclusive of interest.
79. The “interest” represented post-charge-off, prejudgment interest.
80. The inclusion of prejudgment interest in the amount demanded by the Defendants was misleading and deceptive because it is expressly prohibited by Small Claims Rule 2(a).
81. Even if the interest was allowed on the statement of small claim, it was miscalculated from the date of charge-off in violation of M.G.L. c. 231, § 6C.

82. Ms. Costa attended her court date in September 2021. She thought the amount the Defendants were asking for seemed higher than what it should be—and she noticed that it had gone up around \$2,000 since her initial conversation with Mr. Metcalf.
83. She feared that if she did not settle things then and there, the amount would only get higher.
84. Because of the inaccurate amounts alleged owed and her fear that the amount would only get higher, she told the assistant clerk-magistrate that she would go ahead and agree to the amount to resolve the case.
85. The assistant clerk-magistrate accordingly entered judgment in JAU’s favor, ordering her to pay \$5,831.74, plus \$754.38 in prejudgment interest for a total of \$6,586.11. He also ordered her to pay post-judgment interest.
86. The total amount included improper interest on interest, as despite the fact that JAU had improperly included prejudgment interest in its claim, it also sought and received prejudgment interest as part of the judgment.
87. Before the court case, Ms. Costa had been saving up money for a down payment to buy a house, but after the court judgment, Ms. Costa took most of those savings and paid them to JAU.
88. To satisfy the judgment, Ms. Costa paid JAU \$3,932.00, more than the amount of the debt at charge-off, devastating her savings and setting back her efforts to buy a home for years.
89. After JAU contacted her, Ms. Costa felt depressed, anxious, and had difficulty sleeping.
90. Mr. Metcalf’s demeaning treatment made her feel like she was worthless for not being able to pay her debts.

C. Class Allegations

91. Plaintiffs Mr. Royal and Ms. Costa bring this action against Defendants on behalf of themselves and all others similarly situated (collectively “the Class” as defined below) to recover for the

harm caused by the practices of Defendants in attempting to collect on prejudgment interest to which they were not entitled.

92. The Class is defined as all persons:

- a. who were sued by JAU in a small claims session of Massachusetts District and Boston Municipal Courts between January 2020 and the present (“Class Period”) on a debt that had been previously charged-off by the original creditor and allegedly purchased by JAU;
- b. who JAU alleged in their respective statements of small claim owed separate amounts labeled “principal” and “interest;” and
- c. who JAU alleged in their respective statements of small claims owed both a balance allegedly owed at the time the original creditor charged-off the debt, inclusive of interest labeled “principal,” and post-charge off, prejudgment interest on the debt labeled “interest.”

93. Throughout the Class Period, as outlined above, the Defendants injured the class members by mislabeling amounts allegedly owed as “principal” and “interest” when the former included pre-charge-off interest; including specific prejudgment interest amounts on the statement of small claim; and miscalculating that prejudgment interest.

94. The Defendants’ conduct exposed Class members to the risk that they would either pay more than the amount actually owed or settle their small claims cases for an amount higher than they could have negotiated for had Defendants made accurate representations of amounts owed.

95. On information and belief, the Defendants routinely filed small claims statements against the Class seeking both a balance allegedly owed at the time the original creditor charged-off the

debt, inclusive of interest labeled “principal,” and post-charge off, prejudgment interest on the debt labeled “interest.”

96. The Class as defined above is identifiable and unambiguous based on objective information and criteria.

97. The following persons shall be excluded from the Class: (a) any persons who have released Defendants for the claims asserted, and (b) all persons who make a timely election to be excluded from the proposed Class.

98. Mr. Royal and Ms. Costa are members of the Class.

99. All of the criteria for class certification under Mass. R. Civ. P. 23 are satisfied:

- a. The Class is so numerous that joinder of all members is impracticable. Within the relevant time periods, JAU filed hundreds, if not thousands, of collection actions in Massachusetts Courts. Upon information and belief, during the relevant time periods, Attorney Zola represented JAU in these actions.
- b. There are questions of law and fact common to the Class that predominate over any questions affecting only individual members of the Class. These common questions include but are not limited to whether Defendants are “creditors” within the meaning of 940 CMR 7.03; whether Defendants are “debt collectors” within the meaning of 209 CMR 18.02; whether Defendants sought to collect amounts from Class members that they did not owe; whether Defendants’ actions violated M.G.L. c. 93, § 49, Attorney General Regulations, and/or M.G.L. c. 93A; whether JAU’s actions violated the Division of Banks Regulations; and whether Class members are entitled to recover damages (and other appropriate relief) due to Defendants’ violations of their rights. All of these issues are based on the same facts and legal theories for the Class.

- c. Plaintiffs' claims are typical of the Class members' claims in that they were sued by Defendants in Massachusetts District and Boston Municipal Courts for more than they owed.
- d. Plaintiffs will fairly and adequately represent the Class members' interests. All claims are based on the same fact pattern and legal theories and Plaintiffs' interests are consistent with the interests of the class. Moreover, Plaintiffs have retained counsel experienced in consumer protection law and consumer class actions.

100. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for Defendants.

101. A class action is superior for the fair and efficient adjudication of the claims. Class members are generally unsophisticated individuals who are unaware of the protections provided by M.G.L. c. 93A, and whose damages are not substantial enough to make individual litigation cost-effective. Therefore, most Class members' rights will not be vindicated in the absence of a class action. In addition, prosecution of separate actions by individual class members would create the risk of inconsistent or varying adjudications resulting in the establishment of inconsistent or varying standards for the parties and would not be in the interest of judicial economy. Finally, there are no unusual or difficult case management issues inherent in this litigation.

CLAIMS FOR RELIEF

**CAUSE OF ACTION I: VIOLATIONS OF MASSACHUSETTS FAIR DEBT
COLLECTION PRACTICES ACT (M.G.L. c. 93, § 49) and M.G.L. c. 93A
(against both defendants)**

102. Plaintiffs and the Class repeat and reallege all preceding allegations as if fully set forth herein.
103. At all times relevant to this complaint, Defendants were engaged in “trade or commerce” in Massachusetts within the scope of M.G.L. c. 93A, § 1.
104. Defendant JAU is a “creditor” and Attorney Zola is an “attorney for a creditor” within the meaning of M.G.L. c. 93, § 49.
105. Plaintiffs and the Class are natural persons present and residing in Massachusetts who have incurred a debt primarily for personal, family, or household purposes.
106. As outlined above, Defendants violated M.G.L. c. 93, § 49 by attempting to collect the purported debts of Plaintiffs and the Class in an unfair, deceptive or unreasonable manner by (a) providing misleading labels of both “principal” and “interest” on the statements of small claims and (b) attempting to collect and collecting prejudgment amounts that they were not entitled to collect.
107. Defendants’ violations of Section 49 were per se unfair and deceptive acts under M.G.L. c. 93A, § 2. M.G.L. c. 93, § 49.
108. As a direct and proximate result of Defendants’ violation of M.G.L. c. 93, § 49 and M.G.L. c. 93A, Plaintiffs and the Class have suffered damages including but not limited to paying excessive amounts and exposure to the risk that they would either pay more than the amount actually owed or settle their small claims cases for an amount higher than they could have negotiated for had Defendants made accurate representations of amounts owed. The Plaintiffs have suffered emotional distress.

**CAUSE OF ACTION II: VIOLATIONS OF ATTORNEY GENERAL REGULATIONS
ON DEBT COLLECTION (940 CMR 1.00, et seq.) and M.G.L. c. 93A
(against both defendants)**

109. Plaintiffs and the Class repeat and reallege all preceding allegations as if fully set forth herein.
110. Plaintiffs and the Class are “debtors” within the meaning of 940 CMR 7.03, promulgated by the Attorney General pursuant to M.G.L. c. 93A, § 2, because they were alleged to be personally liable for a consumer debt.
111. Defendants are “creditors” within the meaning of 940 CMR 7.03.
112. Defendants violated the following Attorney General (“AG”) regulations governing consumer debt collection:
- a. 940 CMR 7.07(2), by using knowingly false or misleading representations in any communication as to the character, extent or amount of a debt;
 - b. 940 CMR 7.07(8), by using false, deceptive, or misleading representations, communications, or means in connection with the collection of any debt;
 - c. 940 CMR 7.07(16) by attempting to collect and/or collecting any amount (including interest, fees, charges or expenses incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.
113. Defendants’ violations of the aforesaid regulations constituted *per se* unfair and deceptive acts within the meaning of M.G.L. c. 93A, § 2.
114. As a direct and proximate result of Defendants’ violations of the AG regulations, Plaintiffs and the Class have suffered damages, including but not limited to excessive payments made and exposure to the risk that they would either pay more than the amount actually owed or settle their small claims cases for an amount higher than they could have negotiated for had

Defendants made accurate representations of amounts owed. The Plaintiffs have suffered emotional distress.

**CAUSE OF ACTION III: VIOLATIONS OF DIVISION OF BANKS REGULATIONS
(209 CMR 18.00, et seq.) and M.G.L. c. 93A
(against JAU only)**

115. Plaintiffs and the Class repeat and reallege all preceding allegations as if fully set forth herein.
116. The Plaintiffs and the Class are “consumers” within the meaning of 209 CMR 18.02, promulgated by the Massachusetts Division of Banks (“DOB”), because they were alleged to be personally liable for a consumer debt.
117. JAU is a “debt collector” within the meaning of 209 CMR 18.02, as its principal purpose is debt collection, and it uses an instrumentality of interstate commerce or the mails.
118. In addition, JAU is a “debt collector” within the meaning of 209 CMR 18.02 because it buys or acquires debt that is in default at the time of purchase or acquisition and seeks to collect debt directly.
119. JAU violated the following DOB regulations governing consumer debt collection:
- a. 209 CMR 18.18(2), by falsely representing the character, amount, or legal status of debts;
 - b. 209 CMR 18.18(5), by threatening to take any action that cannot legally be taken or that is not intended to be taken;
 - c. 209 CMR 18.18(10), by using false representations or deceptive means to collect or attempt to collect debts; and
 - d. 209 CMR 18.19(1), by attempting to collect and/or collecting any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such

amount is expressly authorized by the agreement creating the debt or permitted by law.

120. JAU's violations of the aforesaid regulations constituted *per se* unfair and deceptive acts within the meaning of M.G.L. c. 93A, § 2. 209 CMR 18.27(1).

121. As a direct and proximate result of JAU's violations of the DOB regulations, Plaintiffs and the Class have suffered damages including but not limited to excessive payments made and exposure to the risk that they would either pay more than the amount actually owed or settle their small claims cases for an amount higher than they could have negotiated for had JAU made accurate representations of amounts owed. The Plaintiffs have suffered emotional distress.

**CAUSE OF ACTION IV: VIOLATIONS OF THE MASSACHUSETTS CONSUMER
PROTECTION ACT (M.G.L. c. 93A)
(against both defendants)**

122. The Plaintiffs and the Class repeat and reallege all preceding allegations as if fully set forth herein.

123. At all times relevant to this complaint, Defendants were engaged in "trade or commerce" in Massachusetts within the scope of M.G.L. c. 93A, § 1.

124. As alleged in Count I above, Defendants' violations of M.G.L. c. 93, § 49 were *per se* unfair and deceptive acts under M.G.L. c. 93A, § 2. M.G.L. c. 93, § 49

125. As alleged in Counts II above, Defendants violated Attorney General regulations and these violations constituted *per se* unfair and deceptive acts within the meaning of M.G.L. c. 93A, § 2

126. As alleged in Count III above, JAU violated Division of Bank regulations and these violations constituted *per se* unfair and deceptive acts within the meaning of M.G.L. c. 93A, § 2.

127. In addition, Defendants’ actions in (a) including amounts listed under “principal” and “interest” when the former included pre-charge-off interest on the loan; (b) including prejudgment interest in their statements of small claim in violation of Massachusetts Uniform Small Claims Rule 2(a); and (c) misrepresenting and miscalculating the amounts labeled “interest” on the statement of small claims are unfair and deceptive within the meaning of M.G.L. c. 93A, § 2.
128. Defendants’ violations of M.G.L. c. 93A § 2 were knowing and willful in nature.
129. On May 25, 2023, Plaintiffs – through counsel – sent a demand for relief to Defendants via certified mail, return receipt requested, which demand reasonably described the acts and practices complained of and injuries suffered.
130. Defendants received Plaintiffs’ demand and, while Defendants provided a written response, they failed to make a reasonable written tender of settlement to the class within 30 days.
131. Their failure to provide a reasonable tender of settlement was in bad faith because they had knowledge or reason to know that their conduct violated M.G.L. c. 93A, § 2.
132. As a direct and proximate result of Defendants’ violations of M.G.L. c. 93A, Plaintiffs and the Class have suffered damages including but not limited to excessive payments made and exposure to the risk that they would either pay more than the amount actually owed or settle their small claims cases for an amount higher than they could have negotiated for had Defendants made accurate representations of amounts owed. The Plaintiffs have suffered emotional distress.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Honorable Court grant the following relief:

1. Award Plaintiffs and the Class actual damages; statutory damages; and double or treble damages;
2. Award Plaintiffs and the Class interest, costs, and reasonable attorney's fees;
3. Award Plaintiffs and the Class the following injunctive relief:
 - a. Enjoining the collection of additional wrongful amounts;
 - b. Dismissal of any actions pending against class members; and
 - c. Vacating and dismissal of any cases against class members which have been reduced to judgments;
4. Certify the class;
5. Appoint Plaintiff's counsel as class counsel; and
6. Award such further relief as shall be just and proper.

Dated: October 6, 2023

Respectfully submitted,
Plaintiffs

By their attorneys,

/s/ Alexa Rosenbloom

Alexa Rosenbloom, BBO #679108

Roger Bertling, BBO # 560246

Legal Services Center of Harvard Law School

(617) 390-2719

arosenbloom@law.harvard.edu

rbertlin@law.harvard.edu

/s/ Andrea Bopp Stark

Andrea Bopp Stark BBO # 637357

National Consumer Law Center

7 Winthrop Square, 4th Floor

Boston, MA 02110

astark@nclc.org

EXHIBIT A



JUDGMENT
ACQUISITIONS UNLIMITED
www.judgmentacquisitions.com



Original Creditor: Genesis Credit
 Originator: Aspen Dental
 Original Acct # [REDACTED]
 Current Creditor: Judgment Acquisitions Unlimited
 Principal: \$794.18
 Interest: \$472.71 as of 9/30/2022
 Payments: (\$0.00)
 Costs: \$50.00 Fees: \$0.00
TOTAL: \$1,316.89

NMLS ID# 1289659
9/30/2022

Scan Code to Chat with Us



Payment ID #:
1060401000050913

Dear Tommy,

Please accept this offer of settlement in the amount of **\$800.00**. This amount will pay the account in full. Once payment in full is received, we will send a notice of satisfaction to the court. You will receive a copy for your records also. If it has been reported to your credit report by us, we will report to the credit bureau(s) that the case is fully satisfied. They will record the case as settled on the credit reports. JAU or the court has no control on when the recording will take place. That is the reason we send you a copy of the notice of satisfaction.

All actions including Capias service (civil arrest) wage attachments, bank account attachments, property liens, automobile seizure, watercraft liens, airplane liens, and business receivership have been suspended temporarily pending payment received in a timely fashion.

TERMS

The payment plan will consist of 2 payments for total of \$800.00.
First payment will be \$50 followed by final payment of \$750.00.
Frequency of the payment will be MONTHLY starting 1st of Oct 2022.

Please be advised that if you are paying less than the full balance, the payments must be made on time, or the arrangement is null and void, and the full balance will become due including interest and all costs involved in the collection of the account.

We do accept all major credit cards, PayPal, and both personal and business checks via telephone for fastest payment.

If this is acceptable and agreeable terms, please sign the attached agreement and send with first payment.

This communication is from a Debt Collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.

Andrew C. Metcalf

Tommy Royal

Date

EXHIBIT B

MONEY ORDER RECEIPT - NON NEGOTIABLE

10/3/22

JAV

AGT 132B73 LOC 000018 DT 100322 \$50.00 50DOLLARS AND NO CENTS

Payable to:
RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.
PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Denver, Colorado. For customer service, call 1-800-999-9860.

* 19435012495 *



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

EXHIBIT C

STATEMENT OF SMALL CLAIM AND NOTICE	DOCKET NO. (For Court Use Only) 2207SCI340	Trial Court of Massachusetts Small Claims Session
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NOTICE TO PLAINTIFF: You may file your small claim only in the court for the area where either the plaintiff or the defendant lives or has a place of business or employment. A small claim against a landlord arising from the rental of an apartment may also be brought where the apartment is located. You may find it easier to enforce a decision in your favor if you bring your small claim where the defendant lives or works, but you are not required to do so.

COURT DIVISION WHERE THE PLAINTIFF IS FILING THIS CLAIM (Select Only One Court):
BMC: Dorchester BMC
 District:
 Housing:

PLAINTIFF INFORMATION: The person filing the claim is the plaintiff.	PLAINTIFF'S ATTORNEY (if any)
Pltf. Name: Judgment Acquisitions Unlimited Address: PO Box 153 City/State/Zip: Avon Ma 02322 Phone No.: 508-857-4410	Atty. Name: Michael A. Zola Address: 607 North Ave City/State/Zip: WAKEFIELD, MA 01880 Phone No.: (781) 245-0500 BBO NO: 665701

DEFENDANT(S) INFORMATION: The person or corporation being sued is the defendant. If you are suing a company which is not a corporation, you should name the owner(s) doing business as the named company as the defendant; the names of the owner(s) can be obtained from the City or Town Clerk where the company's offices are located. If you are suing a company which is a corporation, you must have the exact legal name. You can find this information from the Corporate Records Division of the Secretary of State's Office, One Ashburton Place, Room 1712, Boston, MA 02108.

Def. #1 Name: Tommy Royal Address: 8 Tilesboro St City/State/Zip: Dorchester MA 02122 Phone No.: 617-276-5544	Def. #2 Name: Address: City/State/Zip: Phone No.:
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PLAINTIFF'S CLAIM: Fill in below the amount you are suing for and briefly explain your claim. State your claim clearly so the defendant can understand why he or she is being sued. Give the date of the event that is the basis of your claim. Fill in as "costs" the amount of the filing fee. The Plaintiff claims that the Defendant(s) **OWE \$1,263.42** plus **\$50.00** court costs for the following reasons:

On 9/12/2019 Defendant entered into a consumer credit agreement with Genesis Credit only to be used in Aspen Dental
 The Defendant received Aspen Dental services but failed to make payments as agreed.
 The Plaintiff, Judgment Acquisitions Unlimited is now the owner of said debt.
 The Original Account number ends in **1886**.
 The last payment was made to the original creditor on 10/4/2019, in the amount of \$60.00.
 [Principal: \$794.18 Interest: \$469.24 Cost/Fees \$0.00;]-[Payments:\$0.00]=\$1,263.42

**BORCHESTER DIVISION
FILED
E22 OCT -4 AM 7:41
TRIAL COURT OF
COMMONWEALTH
BOSTON MUNICIPAL COURT**

SIGNATURE OF PLAINTIFF: X *Michael A. Zola* **DATE:** 9/22/2022

MEDIATION: Mediation of this claim may be available if both parties agree to discuss the matter with a mediator, who will assist the parties in trying to resolve the dispute on mutually agreed to terms. The plaintiff must notify the court if he or she desires mediation; the defendant may consent to mediation on the trial date. The plaintiff is willing to attempt to settle this claim through mediation: YES NO

MILITARY AFFIDAVIT: The plaintiff states under the pains and penalties of perjury that the:

above defendant(s) is (are) not serving in the military and at present live(s) or works at the above address.

above defendant(s) is (are) serving in the military. I am unsure if the above defendant(s) is (are) in the military.

SIGNATURE OF PLAINTIFF: X *Michael A. Zola* **DATE:** 9/22/2022

INSTRUCTIONS TO PLAINTIFF: "By E-Filing this form, which includes the military affidavit, you certify that the above information is true and accurate. By completing this form, together with a payment of the filing fee, the form will be sent to the court electronically. If you do not know where to file your Small Claims case visit: www.mass.gov/courthouse-locator. If a claim arises out of plaintiff's trade or commerce, or for assigned debt, you may be required to complete and file a "Verification of Defendant's Address" form."

EXHIBIT D

STATEMENT OF SMALL CLAIM AND NOTICE	DOCKET NO. (For Court Use Only)	Trial Court of Massachusetts Small Claims Session
<p>NOTICE TO PLAINTIFF: You may file your small claim only in the court for the area where either the plaintiff or the defendant lives or has a place of business or employment. A small claim against a landlord arising from the rental of an apartment may also be brought where the apartment is located. You may find it easier to enforce a decision in your favor if you bring your small claim where the defendant lives or works, but you are not required to do so.</p>		
<p>COURT DIVISION WHERE THE PLAINTIFF IS FILING THIS CLAIM (Select Only One Court):</p> <p>BMC:</p> <p>District: Somerville District Court</p> <p>Housing:</p>		
PLAINTIFF INFORMATION: The person filing the claim is the plaintiff.		PLAINTIFF'S ATTORNEY (if any)
Pltf. Name: Judgment Acquisitions Unlimited	Address: P O Box 153	Atty. Name:
City/State/Zip: Avon, MA 02322	Phone No.: 508-857-4410	Address:
		City/State/Zip:
		Phone No.: BBO NO:
<p>DEFENDANT(S) INFORMATION: The person or corporation being sued is the defendant. If you are suing a company which is not a corporation, you should name the owner(s) doing business as the named company as the defendant; the names of the owner(s) can be obtained from the City or Town Clerk where the company's offices are located. If you are suing a company which is a corporation, you must have the exact legal name. You can find this information from the Corporate Records Division of the Secretary of State's Office, One Ashburton Place, Room 1712, Boston, MA 02108.</p>		
Def. #1 Name: Bernadette Costa	Address: 309 Park St	Def. #2 Name:
City/State/Zip: Medford, MA 02155	Phone No.: 774-360-7216	Address:
		City/State/Zip:
		Phone No.:
<p>PLAINTIFF'S CLAIM: Fill in below the amount you are suing for and briefly explain your claim. State your claim clearly so the defendant can understand why he or she is being sued. Give the date of the event that is the basis of your claim. Fill in as "costs" the amount of the filing fee. The Plaintiff claims that the Defendant(s) OWE \$5831.74 plus \$150.00 court costs for the following reasons:</p> <p>On 8/03/2018 Bernadette Costa entered into a consumer lease agreement with Genesis Credit only to be used at Aspen Dental. Bernadette Costa received Aspen Dental's services but failed to make payment as agreed. Judgment Acquisitions Unlimited is now owner of said debt. Original Account number ends in 9542 . Last payment date: 10/19/2018 Last payment amount: \$150.00</p> <p>Principal: \$3,632.40 + Interest: \$2,199.34 - Payments: \$0.00 = Balance: \$5,831.74</p>		
SIGNATURE OF PLAINTIFF: X		<i>Michael G. Zola</i> DATE: 10/28/2021
<p>MEDIATION: Mediation of this claim may be available if both parties agree to discuss the matter with a mediator, who will assist the parties in trying to resolve the dispute on mutually agreed to terms. The plaintiff must notify the court if he or she desires mediation; the defendant may consent to mediation on the trial date. The plaintiff is willing to attempt to settle this claim through mediation: <input type="checkbox"/> YES <input type="checkbox"/> NO</p>		
<p>MILITARY AFFIDAVIT: The plaintiff states under the pains and penalties of perjury that the:</p> <p><input checked="" type="checkbox"/> above defendant(s) is (are) not serving in the military and at present live(s) or works at the above address.</p> <p><input type="checkbox"/> above defendant(s) is (are) serving in the military. <input type="checkbox"/> I am unsure if the above defendant(s) is (are) in the military.</p>		
SIGNATURE OF PLAINTIFF: X		<i>Michael G. Zola</i> DATE: 10/28/2021
<p>INSTRUCTIONS TO PLAINTIFF: "By E-Filing this form, which includes the military affidavit, you certify that the above information is true and accurate. By completing this form, together with a payment of the filing fee, the form will be sent to the court electronically. If you do not know where to file your Small Claims case visit: www.mass.gov/courthouse-locator. If a claim arises out of plaintiff's trade or commerce, or for assigned debt, you may be required to complete and file a "Verification of Defendant's Address" form."</p>		