

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF THE TRIAL COURT

SUFFOLK ss.

SUPERIOR COURT DIVISION

Civil Action NO. 24-0346 F

COMMONWEALTH OF MASSACHUSETTS

Plaintiff,

v.

CHAMPION FUNDING, INC.,  
CHAMPION FUNDING, LLC.,  
JUDGMENT ACQUISITIONS UNLIMITED, INC.,  
ANDREW METCALF, d/b/a  
JUDGMENT ACQUISITIONS UNLIMITED,  
and  
ANDREW METCALF, Individually

Defendants.

COMPLAINT

INTRODUCTION

1. The Commonwealth of Massachusetts, by and through its Attorney General Andrea Joy Campbell, brings this action in the public interest against Champion Funding, Inc., Champion Funding, LLC, Judgment Acquisitions Unlimited, Inc., Andrew Metcalf, d/b/a Judgment Acquisitions Unlimited, and Andrew Metcalf, individually (together, "Defendants"), for their violations of the Massachusetts Consumer Protection Act, G.L. c. 93A, §2(a).

2. Champion Funding, LLC ("Champion, LLC") and Champion Funding, Inc. ("Champion, Inc.") are debt buyers that purchase charged-off consumer debts originated by other creditors. In addition to buying debts, Champion, Inc. engages in debt collection. Judgment Acquisitions Unlimited, Inc. ("JAU") is a debt collector which collects on behalf of Champion, Inc., Champion, LLC, other debt buyers, and other creditors. JAU recently began purchasing

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debts in its own name as well. Champion, LLC, Champion, Inc., and JAU are owned and managed by the same individual: Andrew C. Metcalf (hereinafter, "Metcalf").

3. Since 2020, Defendants have purchased hundreds of debts allegedly owed by Massachusetts consumers. In their efforts to collect these debts, Defendants routinely violate Massachusetts law, including regulations issued by the Attorney General's Office (the "Attorney General's Debt Collection Regulations."), 940 CMR 7.00 *et seq.*

4. Most egregiously, Defendants engage in a scheme whereby they seize cars to "satisfy" old judgments and then effectively hold the cars hostage, threatening to sell them at auction in an attempt to extract payment from the consumer on the old, alleged debts.

5. While there is a legal procedure for these types of seizures pursuant to G.L. c. 235, Defendants routinely violate both the letter and the spirit of that law.

6. Defendants have seized cars exempt from seizure, seized cars not owned by the alleged debtors, made threats and misrepresentations to the alleged debtors, and seized cars even while their debt collection license had lapsed.

7. By this action the Commonwealth seeks redress for Defendants' unfair and deceptive debt collection practices. The Commonwealth seeks injunctive relief, civil penalties, disgorgement of profits, restitution, costs, and attorney's fees, as available under G.L. c. 93A.

#### **THE PARTIES**

8. The Plaintiff is the Commonwealth of Massachusetts, represented by its Attorney General, who brings this action in the public interest pursuant to G.L. c. 93A, § 4.

9. Defendant Champion, Inc. is a domestic profit corporation, incorporated in the Commonwealth of Massachusetts, with a principal place of business at: PO Box 153, Avon, Massachusetts. Defendant Champion, Inc. is a debt buyer and debt collector, whose business

involves both the purchase of delinquent consumers debts and, in certain situations, collecting on those debts.

10. Defendant Champion, LLC was a domestic limited liability company, incorporated in the Commonwealth of Massachusetts between 2020 and 2023, with a principal place of business at: 7 May Avenue, Avon, Massachusetts. Defendant Champion, LLC purports to be a debt buyer with a principal purpose of purchasing delinquent consumer debts originated by other entities. However, according to Defendant Metcalf, Defendant Champion, LLC has never actually purchased any debts.

11. Defendant JAU is a corporation, incorporated in the Commonwealth of Massachusetts, with a principal place of business at: 185 Main Street #34, Avon, Massachusetts. JAU is a debt collector, whose principal purpose is the collection of debts owed to Champion, Inc., Champion, LLC, or other entities that may contract for its services. Defendant JAU also purchases debts in its own name.

12. Defendant Andrew Metcalf is a natural person, residing at: 7 May Avenue, Avon, Massachusetts, and is the sole owner and operator of Champion, LLC, Champion, Inc., and JAU. At all times relevant to this Complaint, Defendant Andrew Metcalf personally participated in and directed the unfair and deceptive acts and practices of Champion, Inc., Champion, LLC, and JAU.

13. All Defendants are engaged in trade or commerce.

#### **JURISDICTION, AUTHORITY, AND VENUE**

14. The Attorney General is authorized to bring this action pursuant to G.L. c. 93A, § 4, and G.L. c. 12, § 10.

15. This Court has jurisdiction over the subject matter of this action pursuant to G. L. c. 93A, § 4 and G. L. c. 12, § 10.

16. This Court has personal jurisdiction over Champion, JAU, and Metcalf under G.L. c. 223A, § 3, including because JAU/Champion is headquartered in Massachusetts and Metcalf resides in Massachusetts.

17. Venue is proper in Suffolk County under G.L. c. 93A, § 4.

18. The Commonwealth notified the Defendants of its intent to bring this action at least five days prior to the commencement of this action, as required by G.L. c. 93A, § 4.

### **FACTS**

#### ***A. The Defendants' Debt Buying and Collection Practices***

19. The Defendants purchase both old judgments and charged-off debt that has not yet gone to judgment.

20. Many of these debts were purportedly assigned to Champion, LLC even before it was formed in 2020. Nevertheless, Champion, Inc. attempted to collect on these debts, holding itself out as the assignee of these debts to consumers. In so doing, Champion, Inc. was successful in obtaining many default judgments against Massachusetts consumers.

21. A debt buyer's ownership of the account at issue is a critical element of its prima facie case. By using the "wrong" name in filing suit, Champion, Inc. is misleading consumers as to a critical fact which would be dispositive of the suit.

22. Despite Metcalf's sworn statement that Champion, LLC has never purchased any debts, Champion, LLC has filed at least one collection action claiming to be a judgment creditor.

23. Champion, Inc. and JAU regularly file civil and small claims debt collection actions against consumers in the Boston Municipal Court and District Court throughout the Commonwealth.

24. Pursuant to Uniform Small Claims Rule 2(a), a small claims action is commenced by the plaintiff filing a Statement of Small Claim. Uniform Small Claims Rule 2(a) requires:

"The plaintiff shall state specifically any amounts sought for damages, for multiple damages or statutory penalties, for attorney's fees, and for costs, as well as the total amount being sought, exclusive of any prejudgment interest being sought from the court pursuant to G.L. c. 231, §§ 6B or 6C."

25. Defendants Metcalf, Champion, Inc., and JAU regularly include charges for "interest" in the total amount in the Statement of Small Claim filed against consumers, similar to the example below:

**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 \$910.14 plus \$50.00 court costs for the following reasons:

On 12/8/2015, the Defendant entered into a consumer credit card agreement with Genesis Credit, only to be used at Aspen Dental. The Defendant received Aspen Dental services, but failed to make payment as agreed. The Plaintiff is now the owner of said debt. The original account number ends with 5161. The last payment was made on 10/16/2017, in the amount of \$30.00.

Principal: \$450.59 Interest: \$459.55 - Payments: \$0.00 = Balance: \$910.14

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SIGNATURE OF PLAINTIFF: X



DATE: 6/17/2022

26. Such charges for "interest" are separate from any interest that accrued on the account prior to charge-off by the original creditor.

27. Section 6C of Chapter 231, governing interest on damages in contract actions, mandates that interest on damages in contract actions be added by the "clerk of the court." The clerk may calculate interest at the contract rate *if* the contract rate has been established. If a contract rate has not been established, the clerk may calculate interest at a rate of twelve percent per year. Once the clerk determines what the interest rate is, it shall run from the date of breach

or demand *if* the date of breach or demand has been established. If a date of breach or demand has not been established, interest shall run from the date of the commencement of the action.

28. Despite G.L. c. 231, § 6C's requirement that interest shall be added by the clerk, Defendant Champion, Inc. adds its own estimation of prejudgment interest to the total amount sought in the Statement of Small Claim.

29. In usurping the clerk's role and unilaterally calculating prejudgment interest, Champion, Inc. regularly overstates the amount of prejudgment interest it is entitled to.

30. In more than one instance, Champion, Inc. has submitted claims in court stating that it is entitled to prejudgment interest exceeding both the contract rate and the statutory rate of twelve percent.

31. Pursuant to Uniform Small Claims Rule 2(a) and G.L. c. 231, § 6C, it is the clerk's prerogative alone to determine whether a plaintiff is entitled to interest from the date of breach or demand or from the date of the commencement of the action.

32. Nonetheless, Champion, Inc. regularly calculates and demands interest as beginning to run from a date prior to the commencement of the action.

#### ***B. Unlicensed Debt Collection***

33. On December 1, 2015, Andrew Metcalf obtained a debt collector's license from the Massachusetts Division of Banks, and still holds that license today. However, his license lapsed on three occasions, most recently, from January 1, 2022, through February 23, 2022.

34. Nevertheless, during the fifty-three-day period in which Defendants were unlicensed in 2022, Defendants continued collection activities, including seizing cars from at least 19 consumers.

35. As an example of this conduct, on January 14, 2022, a Constable acting on behalf of the Defendants seized a consumer's car with her purse, wallet, and identification inside, forcing her to miss work and lose wages. The consumer then paid the Defendants \$1,500 plus \$980 in towing and storage costs.

36. Moreover, although neither Champion, Inc. nor Champion, LLC, is a licensed debt collector or listed as a DBA on Metcalf's debt collector's license, Champion, Inc. engaged in collection activity in its own name.

37. Likewise, JAU does not, itself, hold a debt collector's license, although it is listed under "Other Trade Names" on Metcalf's license. Nevertheless, JAU has engaged in debt collecting activities such as sending letters to consumers, and otherwise communicating with consumers.

### *C. Seizing Exempt Vehicles*

38. Defendant JAU, at the direction of Defendant Metcalf, regularly seizes consumers' cars and threatens to sell them at auction if consumers do not pay the old, alleged debts.

39. In so doing, Defendants JAU and Metcalf fail to follow the procedures delineated in G.L. c. 235, §31 *et seq.* because they seize vehicles, where, at the time of the seizure, the wholesale resale value of the vehicle is less than the statutory exemption of \$7,500 in G.L. c. 235, §34. The exemption increases to \$15,000 if the owner is "a handicapped person or a person 60 years of age or older" as stated in the statute.

40. In multiple instances, Defendants seized exempt cars when they knew or should have known that the car was exempt pursuant to G.L. c. 235, § 34.

41. In multiple instances, Defendants Metcalf and JAU seized exempt cars and refused to return them when informed of the exempt status, and instead continued to demand payment from the consumer.

42. As an example of this conduct, on December 19, 2021, Defendant JAU, at the direction of Defendant Metcalf, seized a consumer's 2010 Subaru Forester worth approximately \$5,000 and with a mileage of 140,000 miles. This consumer is a person with disabilities and at the time, his only income was from Supplemental Security Income ("SSI"). Even after the consumer informed Defendant Metcalf that his only income was from SSI, Defendant Metcalf continued to demand payment and refused to return the consumer's car, which would have been exempt regardless of the consumer's disability status.

***D. Using car seizures as a means of persuasion rather than to satisfy the debt***

43. On several occasions, Defendants Metcalf and JAU seized cars from consumers who still owed significant sums on a purchase money loan used to finance the car in question.

44. In multiple instances, the balance of the consumer's loan with the car's finance company was comparable to or exceeded the amount the Defendants could reasonably expect to obtain if the car was sold at auction.

45. As a result, Defendants Metcalf and JAU could not reasonably expect to sell the car and thereby realize any significant money towards the debt on which they are collecting, because the Defendants would first be obligated to pay off the lien associated with the purchase money loan. G.L. c. 106, § 9-324(a).

46. Despite knowing that the cars had such liens and therefore the Defendants could not realize a profit from the car's auction, Defendant JAU, at the direction of Defendant Metcalf,



seized the cars and demanded payment from the owners, effectively using the seizure as a means of “persuasion” to collect the debt.

47. In some instances, Defendant Metcalf lied to consumers, stating that Defendant JAU would be paid before the lienholder if the car went to auction.

48. An example of this conduct occurred in October 2020, when a Constable acting at Defendants’ direction seized a 2014 Dodge Ram, at the time worth about \$18,045, on which the consumer owed \$17,750.74 to Chrysler Capital. Despite the fact that Defendants Metcalf and JAU were aware of the lien in favor of Chrysler Capital, they seized the car anyway and Defendant Metcalf falsely informed the consumer that they would be paid first if the car were sold at auction.

49. Even when cars were exempt from seizure and were not subject to a third-party loan, Defendants Metcalf and JAU used car seizures as a means of persuasion, rather than satisfaction.

50. When they became aware that a car was exempt from seizure pursuant to G.L. c. 235, § 34 and could therefore not lawfully be sold at auction, Defendants Metcalf and JAU nonetheless held cars as a way to extract payments from consumers.

51. An example of this conduct occurred in December 2021 when the Defendants seized a vehicle belonging to a person with disabilities. *See supra*, ¶ 42. Even after learning that the consumer had only exempt income in the form of SSI benefits due to his disability, and therefore had no non-exempt income with which to satisfy a debt, the Defendants demanded payment from the consumer in exchange for the return of the consumer’s vehicle.

***E. Making deceptive statements in connection with collections efforts***

52. When collecting debts, the Defendants frequently make deceptive statements or misrepresentations.

53. Defendants Metcalf and JAU have misrepresented whether lienholders would be paid before Defendants in the event a seized car is sold at auction.

54. Defendants Metcalf, Champion, Inc., and Champion, LLC have misrepresented who owns the debts they are attempting to collect; filing lawsuits and sending correspondence stating that the debt is owned by an entity that does not have a clear chain of title supporting its ownership.

***F. Seizing cars that did not belong to debtor***

55. On more than one occasion, Defendants have seized a car that did not belong to the consumer who was the alleged judgment debtor.

56. In at least two of these instances, they seized the car of the alleged judgment debtor's family member instead.

57. In both cases described in ¶ 56, instead of returning the car to its legal owner, Defendants continued to demand payment from the alleged judgment debtor.

***D. Engaging in the unauthorized practice of law***

58. Corporate officers, who are not attorneys, cannot represent their corporations in legal proceedings outside of small claims court.

59. Nonetheless, Defendants Metcalf and Champion, Inc. regularly file debt collection actions in court without the assistance of an attorney, including outside of small claims court.

60. In the case of Defendant Metcalf, such conduct includes the signing of pleadings to be filed in court.

61. As an example of this conduct, Defendant Metcalf recently filed the following Supplementary Process cases on behalf of Champion, Inc., and signed the pleadings commencing the actions: *Champion Funding Inc v. Paul Mccauley* (2357SP000032), *Champion Funding Inc. v. Rebecca Sanon* (2315SP000127), *Champion Funding Inc. v. Ego Akpone* (2315SP000096), *Champion Funding Inc v. Eric Jeremicz* (2364SP000021), *Champion Funding Inc. v. Rosemary Ashcroft* (2331SP000034).

62. Defendant Metcalf has also conducted trainings for his employees on debt collection law without the input or advice from a licensed Massachusetts attorney and directed litigation against Massachusetts consumers.

## **CAUSES OF ACTION**

### **COUNT I**

#### **Violations of G.L. c. 93A, § 2(a): Seizing Exempt Vehicles (As to Defendants JAU & Metcalf)**

63. The Commonwealth incorporates and re-alleges the allegations set forth in paragraphs 1-62.

64. Massachusetts law prohibits creditors from taking certain property from debtors, even if a creditor has a valid and enforceable judgment against that debtor. G.L. c. 235, § 34.

65. The vehicle exemption contained in G.L. c. 235, § 34 exempts:

An automobile necessary for the debtor's personal transportation or to secure or maintain employment, not exceeding \$7,500 of wholesale resale value; provided, however, that the equitable value of a vehicle owned or substantially used by debtor who is either a handicapped person or a person 60 years of age or older shall be exempt up to \$15,000 in wholesale resale value;

66. The exemptions contained in G.L. c. 235, § 34, including the vehicle exemption, allow debtors to maintain a minimal standard of living, prevent debtors from becoming public charges, and allow debtors to maintain or search for employment.

67. Defendants Metcalf and JAU regularly seize consumers' vehicles for the actual or purported purpose of selling the vehicles to satisfy judgments against those consumers.

68. As part of this practice, Defendants Metcalf and JAU have seized exempt vehicles from Massachusetts consumers.

69. In every instance where Defendants Metcalf and JAU seized an exempt vehicle, Defendants Metcalf and JAU were also engaged in trade or commerce vis-à-vis the consumer through prior debt collection communications and/or post-seizure debt collection communications.

70. By seizing exempt vehicles from consumers, Defendants Metcalf and JAU have committed per se violations of G.L. c. 93A, § 2(a), pursuant to 940 CMR 7.07(19).

## **COUNT II**

### **Violations of G.L. c. 93A, § 2(a): Using Vehicle Seizures as a Means of Persuasion Rather than Satisfaction (As to Defendants JAU & Metcalf)**

71. The Commonwealth incorporates and re-alleges the allegations set forth in paragraphs 1-70.

72. Vehicle seizures upon execution are governed by a detailed statutory framework contained in G.L. c. 235, §§ 29 – 52, in place to protect the rights of the debtor and other secured creditors.

73. Defendants Metcalf and JAU regularly disregard the requirements of G.L. c. 235 and employ vehicles seizures as a means to leverage payments from consumers, rather than with the intention to sell the seized vehicle at auction.

74. Defendants Metcalf and JAU knowingly seize consumers' vehicles when the vehicles are encumbered by a purchase money security interest worth more than what the vehicle could reasonably expect to sell for at auction.

75. Therefore, any sale of these vehicles at auction would not cause the Defendants to realize any profit, and Defendants Metcalf and JAU's sole purpose in seizing these vehicles is to leverage payments from debtors who are desperate for the return of their cars.

76. When Defendants Metcalf and JAU are made aware of the fact that the vehicles are encumbered by a purchase money security interest worth more than what the vehicle could reasonably expect to sell for at auction, they do not return the vehicle to the debtor. Instead, the Defendants demand payments from the debtor in exchange for the return of the vehicle.

77. Defendants Metcalf and JAU use car seizures for the same purpose when they refuse to release exempt cars before extracting payments from consumers.

78. This unfair and deceptive conduct violates G.L. c. 93A, § 2(a).

### **COUNT III**

#### **Violations of G.L. c. 93A, § 2(a): Misrepresentations to Consumers (As to All Defendants)**

79. The Commonwealth incorporates and re-alleges the allegations set forth in paragraphs 1-78.

80. The Defendants have made misrepresentations to Massachusetts consumers in the course of collecting or attempting to collect debts.

81. Defendants' misrepresentations include:

- i. Misrepresenting, explicitly or implicitly, the statutory exemptions relating to vehicles and a consumer's right not to have the vehicle seized, in violation of 940 CMR. 7.07(8);
- ii. Misrepresenting to consumers what would happen to the car in the event it was a leased or financed car and, as such, using the seizure as a means of persuasion rather than to satisfy the debt, in violation of 940 CMR. 7.07(8);
- iii. Misrepresenting to consumers and courts the name of the entity that owns and/or is seeking to collect on a debt, in violation of 940 CMR. 7.07(2), 940 CMR 7.07(8), and 940 CMR 7.07(15);
- iv. Misrepresenting to the lienholder of a consumer's vehicle that the consumer had abandoned the vehicle when, in fact, the consumer had not abandoned the vehicle and the Defendants had no good faith basis for such a claim, in violation of 940 CMR 7.07(8); and
- v. Misrepresenting the Defendants' ability to garnish exempt income, in violation of 940 CMR 7.04(1)(b) and 940 CMR 7.07(8).

#### **COUNT IV**

##### **Violations of G.L. c. 93, § 24A & G.L. c. 93A, § 2(a): Unlicensed Debt Collection (As to Defendants Metcalf, JAU, and Champion, Inc.)**

- 82. The Commonwealth incorporates and re-alleges the allegations set forth in paragraphs 1-81.
- 83. Before engaging in debt collection in Massachusetts, a party must obtain a license issued by the Division of Banks, pursuant to G.L. c. 93, § 24A.

84. Defendants Metcalf, JAU, and Champion, Inc. are debt collectors, as defined by 209 CMR 18.02. They are therefore required to maintain valid, unexpired debt collection licenses issued by the Division of Banks.

85. Unlicensed debt collection is a per se violation of G.L. c. 93A, § 2 pursuant to G.L. c. 93, §28, 940 CMR 7.07(16), and 940 CMR 3.16(3).

86. Defendant Metcalf is the only Defendant that currently holds a Division of Banks-issued debt collection license, as required by G.L. c. 93, § 24A.

87. Defendant Metcalf's license lapsed on three occasions, most recently from January 1, 2022, through February 23, 2022.

88. During the period the license lapsed, Defendants Metcalf, Champion, Inc., and JAU continued to engage in debt collection against Massachusetts consumers by seizing motor vehicles, seeking payment on alleged debts via letter and telephone, and filing litigation without an attorney.

89. Defendant Champion, Inc. has never held a Division of Banks-issued debt collection license.

90. Nonetheless, Defendant Champion, Inc. has engaged in debt collection by filing litigation against Massachusetts consumers without an attorney.

91. Defendant JAU has engaged in debt collection by sending collection letters to Massachusetts consumers, placing debt collection phone calls to Massachusetts consumers, seizing the personal property of Massachusetts consumers, and filing litigation against Massachusetts consumers without an attorney.

## **COUNT V**

### **Violations of G.L. c. 93A, § 2(a): Unauthorized Practice of Law (As to Defendants Metcalf and Champion, Inc.)**

92. The Commonwealth incorporates and re-alleges the allegations set forth in paragraphs 1-91.

93. G.L. c. 221, § 46 prohibits the practice of law by corporations.

94. Similarly, pursuant to G.L. c. 221, § 46A, “[n]o individual, other than a member, in good standing, of the bar of this commonwealth shall practice law . . .”

95. Defendant Metcalf is not a licensed attorney authorized to practice law in Massachusetts or anywhere else in the United States of America.

96. Nonetheless, Defendant Metcalf has engaged in the unauthorized practice of law by:

- i. Filing and appearing in debt collection actions against consumers in Massachusetts courts outside of small claims court, on behalf of Defendants JAU and Champion, Inc.;
- ii. Writing, signing, and filing pleadings in debt collection actions against Massachusetts consumers outside of small claims court, on behalf of Defendants JAU and Champion, Inc.;
- iii. Conducting trainings for his employees on debt collection law, without the input or advice from a licensed Massachusetts attorney.

97. Defendant Metcalf has engaged in the unauthorized practice of law in violation of G.L. c. 221, § 46A.

98. Similarly, Defendant Champion, Inc. has engaged in the unauthorized practice of law in violation of G.L. c. 221, § 46.



99. Defendants Metcalf's and Champion, Inc.'s unauthorized practice of law was unfair and deceptive under G.L. c. 93A, § 2(a).

100. Pursuant to G.L. c. 231A, § 1, this Court may enter a declaratory judgment that Defendants Metcalf and Champion, Inc. are engaged in the unlicensed practice of law and enjoin Defendants from engaging in the activities described in paragraph 96 without the substantive involvement of an attorney licensed to practice in Massachusetts.

#### **COUNT VI**

##### **G.L. c. 93A, § 2(a): Claiming and Overstating Prejudgment Interest in Court Filings (As to Defendants Metcalf, JAU, and Champion, Inc.)**

101. The Commonwealth incorporates and re-alleges herein the allegations in paragraphs 1-100.

102. Defendants Metcalf, JAU, and Champion, Inc. have violated G.L. c. 93A, § 2(a) by unlawfully claiming and overstating prejudgment interest in Statements of Small Claim that they file in court and cause to be sent to consumers.

103. Defendants Metcalf, JAU, and Champion, Inc.'s actions are per se violations of G.L. c. 93A, § 2(a) pursuant to 940 CMR 7.07(8) & (16).

104. Consumers suffered harm as a result of these unfair and deceptive acts and practices, including by having judgments enter against them for unlawfully inflated amounts.

#### **COUNT VII**

##### **Violations of G.L. c. 93 §49: Attempting to collect debt in an unfair, deceptive, or unreasonable manner. (As to All Defendants)**

105. The Commonwealth incorporates and re-alleges herein the allegations in paragraphs 1-104.

106. All of the violations described above also constitute violations of G.L. c. 93 § 49, as they are all attempts to collect a debt in an unfair, deceptive, or unreasonable manner.

107. Consumers suffered harm as a result of the Defendants' unfair and deceptive acts and practices, including by, among other things, losing access to valuable personal property, losing access to transportation for employment, medical needs, and other personal necessities, lost wages, and experiencing stress and inconvenience.

### **PRAYER FOR RELIEF**

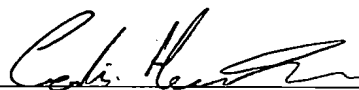
WHEREFORE, the Commonwealth requests the Court grant the following relief:

After trial on the merits and pursuant to G.L. c. 93A, § 4:

- i. Issue a Permanent Injunction enjoining the Defendants from engaging in all conduct that violates G.L. c. 93A, § 2, 940 CMR 7.00, and G. L. c. 93 §49;
- ii. Enter such other orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of unfair or deceptive acts or trade practices any moneys or property, real or personal, which may have been acquired by means of such method, act, or practice;
- iii. Order Defendant to pay the Commonwealth a civil penalty of five thousand dollars for each violation of G.L. c. 93A, § 2 as well as the reasonable costs of investigation and litigation of such violation, including reasonable attorneys' fees;
- iv. Order Defendant to pay consumers in the amount of their actual costs and damages; and
- v. Grant any and all other relief deemed equitable and just by the Court.

Respectfully submitted,  
COMMONWEALTH OF MASSACHUSETTS

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ATTORNEY GENERAL

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Dated: February 5, 2024