

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

SUFFOLK ss.

SUPERIOR COURT DIVISION
CIVIL ACTION NO. 2484CV00340

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.	)

~~PROPOSED~~ FINAL JUDGMENT BY CONSENT

The Commonwealth of Massachusetts, by and through its Attorney General, Andrea Joy Campbell, has commenced this consumer protection action against Champion Funding, Inc., Champion Funding, LLC, Judgment Acquisition Unlimited, Inc., Andrew Metcalf d/b/a Judgment Acquisitions Unlimited, and Andrew Metcalf, individually (collectively, “the Defendants”). The Commonwealth alleges in its Complaint that the Defendants have engaged in unfair and deceptive acts and practices in violation of the Massachusetts Consumer Protection Act, G.L. c. 93A, § 2. The Commonwealth has sought injunctive relief, restitution, civil penalties, and reasonable fees and costs, including attorneys’ fees.

The Commonwealth and the Defendants consent to the entry of this Final Judgment by Consent ("Final Judgment") in order to resolve the amount of restitution, civil penalties, and fees and costs to be paid by the Defendants as well as the terms of injunctive relief, without further trial or adjudication. The Defendants stipulate that in any subsequent civil litigation by or on behalf of the Massachusetts Attorney General's Office to enforce its right to any payment pursuant to this Final Judgment, including a non-dischargeability complaint in any bankruptcy proceeding, the payment required by this Final Judgment constitutes, without need for further proof by the Commonwealth, a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit as the term is used in 11 U.S.C. § 523(a)(7). The Defendants acknowledge that this Court has subject matter jurisdiction over this action and personal jurisdiction over them. The Defendants waive all rights of appeal and also waive the requirements of Rule 52 of the Massachusetts Rules of Civil Procedure.

THE COMMONWEALTH AND THE DEFENDANTS JOINTLY HAVE AGREED AND REPRESENT AS FOLLOWS:

I. PARTIES SUBJECT TO FINAL JUDGMENT

1. Plaintiff in this action is the Commonwealth of Massachusetts, represented by the Office of the Attorney General, which brings this action in the public interest.
2. Defendant Champion Funding, 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 whose business involves both the purchase of delinquent consumers debts and, in certain situations, engaging in debt collection.
3. Defendant Champion Funding, 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 purported to be a debt buyer with a principal purpose of purchasing delinquent consumer debts originated by other entities. Champion Funding, LLC was dissolved by the Secretary of the Commonwealth on December 29, 2023.

4. Defendant Judgment Acquisitions Unlimited, Inc. is a corporation, incorporated in the Commonwealth of Massachusetts, with a principal place of business at: 185 Main Street #34, Avon, Massachusetts. Judgment Acquisitions Unlimited, Inc. is a debt collector and debt buyer, whose principal purpose is the collection of debts owed to Andrew Metcalf, Champion Funding, Inc., Champion Funding, LLC, or other entities that may contract for its services. Judgment Acquisitions Unlimited, Inc. also engages in debt collection and debt buying under the d/b/a "Judgment Acquisitions Unlimited."

5. Defendant Andrew Metcalf is a natural person, residing at: 7 May Avenue, Avon, Massachusetts, and is the sole owner and operator of Champion Funding, LLC, Champion Funding, Inc., and Judgment Acquisitions Unlimited, Inc. Andrew Metcalf also engaged in debt collection and debt buying under the d/b/a "Judgment Acquisitions Unlimited." Andrew Metcalf personally directed and participated in the day-to-day operations of the Defendants.

II. JURISDICTION AND VENUE

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

7. This Court has personal jurisdiction over Defendants in this action pursuant to G.L. c. 223A, § 3.

8. Venue is proper in Suffolk County pursuant to G.L. c. 93A, § 4.

9. The Attorney General is authorized to bring this action under G. L. c. 93A, 4.

III. DEFINITIONS

10. “**Collection Activity**” means any attempt or other action undertaken to obtain payment from a consumer in relation to a Debt including, without limitation, soliciting or accepting payment, sending letters, emails, or SMS messages, placing telephone calls, initiating or litigating collection suits, recording liens on real property, or seizing personal property.

11. “**Debt(s)**” means money or its equivalent which is, or is alleged to be, more than 30 days past due and owing, unless a different period is agreed to by the debtor, under a single account as a result of a purchase, lease, or loan of goods, services, or real or personal property, for personal, family or household purposes or as a result of a loan of money which is obtained for personal, family or household purposes whether or not the obligation has been reduced to judgment. *See* 940 CMR 7.03.

12. “**Effective Date**” shall mean the date on which the Court approves and enters this Final Judgment.

13. “**Massachusetts Consumer(s)**” shall mean natural persons who: (i) reside in the Commonwealth of Massachusetts as of the date of this Final Judgment and who allegedly owe a Debt to the Defendants, (ii) have resided in the Commonwealth of Massachusetts at any time in the past during which time they allegedly owed a Debt to the Defendants, or (iii) become known to the Defendants at any time in the future to reside in the Commonwealth of Massachusetts.

14. “**Metcalf Portfolio**” means all Debts currently owned or claimed to be owned by the Defendants, which, in an accounting provided to the Commonwealth on July 2, 2026, the Defendants have represented are approximately 7,322 Debts with a stated total balance of \$58,886,129.05, including approximately 6,479 Debts owed by Massachusetts Consumers with a stated total balance of \$52,792,401.50.

IV. STIPULATED FACTS

15. On February 5, 2024, the Commonwealth commenced this consumer protection action against the Defendants pursuant to G.L. c. 93A, § 4.

16. The Commonwealth later amended its Complaint on October 15, 2025.

17. The Commonwealth alleges in its Amended Complaint that the Defendants have engaged in unfair and deceptive debt collection practices, in violation of G.L. c. 93A, § 2, in the course of their business collecting debts from Massachusetts consumers, including by:

- a. seizing exempt vehicles from consumers;
- b. using vehicle seizures as a means of persuasion rather than satisfaction;
- c. making misrepresentations to consumers;
- d. engaging in unlicensed debt collection;
- e. engaging in the unauthorized practice of law;
- f. claiming and overstating prejudgment interest in court filings;
- g. collecting debts outside the applicable statute of limitations;
- h. initiating communications with consumers to collect debts in excess of the legal limits; and
- i. attempting to collect debt in an unfair, deceptive, or unreasonable manner.

18. On March 26, 2024, upon the Commonwealth's motion, this Court entered a preliminary injunction against the Defendants, enjoining them from selling at auction motor vehicles that were then in the possession of the Defendants or their agents, seizing exempt motor vehicles from Massachusetts consumers, and from filing or appearing in legal proceedings, except small claims court, without the representation of an attorney.

19. On June 9, 2025, upon the Commonwealth's motion, this Court entered a second preliminary injunction, enjoining Defendants Champion Funding, Inc. and Champion Funding, LLC from purchasing, acquiring, selling, assigning, or collecting on any debts or judgments. The same preliminary injunction also enjoined all Defendants from purchasing, acquiring, selling, assigning, or collecting on any debts or judgments from Merriman Investments, LLC, CACH, LLC, or CACV of Colorado, LLC. In its June 9, 2025 Order on the Commonwealth's Motion for Preliminary Injunction, the Court stated:

"Here, the Commonwealth has demonstrated that there is a likelihood it will succeed on the merits. The Commonwealth has presented evidence that Andrew Metcalf (Metcalf), Champion Funding Inc. (Inc.) and Champion Funding, LLC (LLC) have been (1) collecting debt they do not own; and/or (2) misrepresenting or concealing the entity that controls or owns the debt in question—sometimes by actually altering documents in their efforts. Consequently, the Commonwealth is likely to succeed on the merits and demonstrate that these defendants misrepresented the name of the creditor for a debt they sought or are seeking to collect in violation of G.L. c93A, §2, 940 CMR §§ 7.07(2), 7.07(8) and 7.07(15)."

20. As of January 1, 2026, Defendant Andrew Metcalf is not licensed to engage in debt collection in the Commonwealth of Massachusetts.

21. On July 2, 2026, Defendant Andrew Metcalf provided the Commonwealth with an accounting of the Metcalf Portfolio.

ACCORDINGLY, IT IS HEREBY ORDERED AND ADJUDGED:

22. This Final Judgment is entered against all Defendants and shall constitute a continuing obligation.

V. INJUNCTIVE RELIEF

23. The Court hereby permanently enjoins the Defendants, whether acting directly or indirectly, individually or through employees, officers, subsidiaries, agents, attorneys,

representatives, affiliates, successors, and/or assigns or through any other corporate or other device, from:

- a. Engaging in any Collection Activity within or from the Commonwealth of Massachusetts;
- b. Engaging in any Collection Activity on Debts owed or alleged to be owed by Massachusetts Consumers. Prior to engaging in any Collection Activity on Debts, the Defendants shall undertake reasonable efforts to ensure that they do not engage in Collection Activity on Debts owed by Massachusetts Consumers. Such efforts shall, at a minimum, include verifying the current and past addresses of consumers prior to any Collection Activity occurring.
- c. Accepting payments from Massachusetts Consumers for Debts. In the event a Massachusetts Consumer makes a payment on a Debt, the Defendants shall promptly return the payment to the Massachusetts Consumer.
- d. Applying for a debt collector license from the Massachusetts Division of Banks ("DOB");
- e. Purchasing Debts owed or alleged to be owed by Massachusetts Consumers; and
- f. Selling, assigning, or transferring any Debts owed or alleged to be owed by Massachusetts Consumers. Prior to selling, assigning, or transferring any Debts, the Defendants shall undertake reasonable efforts to ensure that no Massachusetts Consumers are included in such sale, assignment, or transfer. Such efforts shall, at a minimum, include verifying the current and past addresses of consumers to be included in the sale, assignment, or transfer.

24. Within thirty (30) days of the Effective Date of this Final Judgment, Defendant Andrew Metcalf shall notify the DOB of his obligations pursuant to Para. 23.

25. The Defendants shall implement policies and procedures, including employee training, account notations or flags, to ensure compliance with the provisions of Para. 23.

26. Consistent with 209 CMR 18.62, within thirty (30) days of the Effective Date of this Final Judgment, Defendant Andrew Metcalf shall file a 2025 Annual Report with the DOB, and take all other actions as requested by the DOB necessary for the permanent surrender of his debt collector license.

27. Within thirty (30) days of the Effective Date of this Final Judgment, or, if shorter, within such other period as prescribed by law, Defendant Andrew Metcalf shall dissolve Champion Funding, Inc. with the Secretary of the Commonwealth ("SOC"). Defendant Andrew Metcalf shall take all other actions requested by the SOC necessary for the dissolution of Champion Funding, Inc. Furthermore, within thirty (30) days of the Effective Date of this Final Judgment, or, if sooner, within such other period as prescribed by law, Defendant Andrew Metcalf shall file Articles of Amendment with the SOC for Judgment Acquisitions Unlimited, Inc. amending the description of the business of the corporation to reflect that the corporation does not engage in the acquisition of Debts owed by Massachusetts Consumers and does not engage in Collection Activity from or within Massachusetts or on Debts owed by Massachusetts Consumers.

28. At the next renewal of his d/b/a for Judgment Acquisitions Unlimited with the Town of Avon, Massachusetts, or, if sooner, within such other period as prescribed by law, Defendant Andrew Metcalf shall amend the description of the nature of his business to reflect that he does not engage in the acquisition of Debts owed by Massachusetts Consumers and does

not engage in Collection Activity from or within Massachusetts or on Debts owed by Massachusetts Consumers. Defendant Andrew Metcalf shall take all other actions requested by the Town of Avon necessary for the amendment of his d/b/a for Judgment Acquisitions Unlimited.

29. Within one-hundred and twenty (120) days of the Effective Date of this Final Judgment, the Defendants shall file dismissals in all civil and small claims cases, where a judgment has not entered, in which one of the Defendants or their predecessor-in-interest is or was a party.

30. Within one year of the Effective Date of this Final Judgment, the Defendants shall file satisfactions of judgment in all civil and small claims cases, where a judgment has entered, in which one of the Defendants or their predecessor-in-interest is or was a party.

31. Prior to filing the satisfactions of judgment and dismissals as required by Paragraphs 29 and 30, the Defendants shall not request that a judgment or adverse court order enter against any Massachusetts Consumer.

32. In the event that either party discovers that the Defendants have not complied with either Paragraphs 29 or 30, such noncompliance shall not constitute a violation of this Final Judgment if the Defendants cure the noncompliance within fifteen (15) business days of discovering or being notified of such noncompliance. If the Defendants discover noncompliance with either Paragraphs 29 or 30, they shall notify the Plaintiff in writing immediately upon such discovery. Furthermore, in every such instance of non-compliance with Paragraphs 29 or 30, the Defendants shall undertake a review of their efforts to comply with Paragraphs 29 or 30 to ascertain the scope of the noncompliance and, within fifteen (15) business days of discovering

the noncompliance, provide the Plaintiff with a written explanation describing the cause for the noncompliance, and efforts undertaken to remedy the noncompliance.

33. Defendant Andrew Metcalf affirms in the attached affidavit, **Exhibit C**, that, at the time of the filing of the Joint Motion for Entry of Final Judgment by Consent, he has:

- a. Released all personal property owned by Massachusetts Consumers, including but not limited to motor vehicles, that was held by the Defendants or their agents, including but not limited to towing companies and constables;
- b. Released and dissolved all real estate liens that were attached to a parcel of real property located in the Commonwealth of Massachusetts; and
- c. Provided the Commonwealth with an accurate accounting of the Metcalf Portfolio and all other debts owed or alleged to be owed to the Defendants, including the consumers' names, consumers' last known addresses, account balances, current creditor names, and original creditor names.

VI. JUDGMENT AMOUNT

34. Pursuant to G. L. c. 93A, § 4, a monetary judgment is entered against the Defendants, jointly and severally, for Six Hundred and Fifty Thousand Dollars (\$650,000) (the "Judgment Amount"), subject to the provisions set forth below.

35. The Judgment Amount shall be suspended. The AGO's agreement to suspend the Judgment Amount is based on the Defendants' financial condition as represented to the Commonwealth through written financial disclosures and related documents that Defendants provided to the Attorney General's Office between February 5, 2026 and March 24, 2026.

36. In the event of a determination by the Court that the written financial disclosures and related documents that Defendants provided to the Attorney General's Office between

February 5, 2026 and March 24, 2026 were not truthful, accurate, or complete as of the date executed, the Judgment Amount in Paragraph 34 shall become immediately due and payable by all Defendants, jointly and severally.

37. If, within thirteen years of the Effective Date of this Judgment, the Court determines that any of the Defendants have violated any of the injunctive terms set forth paragraphs 23-33 above, the suspension shall be lifted and the Judgment Amount shall immediately become due, payable by all Defendants, jointly and severally. Except as provided for by Paragraph 36, at the end of such thirteen-year period, so long as the Commonwealth has not brought an action alleging that the Defendants have failed to comply with any provision in this Final Judgment, the Judgment Amount shall be waived.

38. The Attorney General's Office shall provide Defendants with wire instructions to make any payments that become due pursuant to this Final Judgment.

39. In the event that the Judgment Amount becomes due and owing, at her sole discretion, the Attorney General may distribute the Judgment Amount in any amount, allocation or apportionment and for any purpose permitted by law, including but not limited to: (a) payments to or for consumers and for the facilitation of this Assurance; (b) payments to the General Fund of the Commonwealth of Massachusetts; (c) payments to the Local Consumer Aid Fund established pursuant to G.L. c. 12, § 11G; or (d) for programs or initiatives in furtherance of the protection of the people of the Commonwealth. Defendants shall have no right to direct, nor any responsibility as to the use or application of funds by the Attorney General.

VII. REPORTING AND COMPLIANCE

40. The Defendants shall provide the Commonwealth with reports on the 1st of every month following the Effective Date of this Final Judgment identifying each action where they

have filed a dismissal or satisfaction of judgment in accordance with Paragraphs 29 and 30 until such time as the Defendants have fully complied with said Paragraphs.

41. Upon request of the Attorney General or her representatives, and for a period of one (1) year from the Effective Date, Defendants shall produce documents and/or provide information reasonably necessary to establish compliance and/or efforts to comply with the injunctive terms contained in Section V.

VIII. OTHER PROVISIONS

42. Continuing Jurisdiction. The parties to this Final Judgment admit to the continuing jurisdiction of the Suffolk Superior Court for the purpose of enforcing the terms of this Final Judgment or for granting such further relief as the Court deems just and proper. The injunctive relief provisions of this Final Judgment place the Defendants under the restraint of a direct order of the Court.

43. Governing Law. The provisions of this Final Judgment shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

44. Appeals. Defendants waive all rights of appeal.

45. Severability. The provisions of this Final Judgment shall be severable and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the other provisions of this Final Judgment shall remain in full force and effect.

46. Construction of Judgment. Consent to this Final Judgment does not constitute an approval by the Commonwealth of any of the Defendants' acts or practices, and the Defendants shall make no representations to the contrary. Consent to this Final Judgment does not constitute an admission or concession by Defendants that it has previously engaged in any of the conduct alleged by the Plaintiff beyond what is specifically stipulated herein. Beyond these stipulations,

the Defendants deny the Commonwealth's allegations and enter into this Final Judgment solely to resolve this litigation without further trial or adjudication. Notwithstanding the foregoing, each Defendant stipulates that in any subsequent civil litigation by or on behalf of the Massachusetts Attorney General's Office to enforce its rights to any payment pursuant to this Final Judgment, including a non-dischargeability complaint in any bankruptcy proceeding, the payment required by this Final Judgment constitutes, without need for further proof by the Commonwealth, a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit as the term is used in 11 U.S.C. § 523(a)(7).

47. Entire Agreement. This Final Judgment contains the complete agreement between the Commonwealth and the Defendants regarding the amount of restitution, civil penalties, and fees and costs to be paid by the Defendants as well as the terms of the injunctive relief. No promises, representations, or warranties other than those set forth in this Final Judgment have been made between the Commonwealth and the Defendants. This Final Judgment supersedes all prior communications, discussions, or understandings, if any, between the Commonwealth and the Defendants, whether oral or in writing.

48. Modification. This Final Judgment may not be changed, altered, or modified, except by further order of the Court.

49. Effectivity. This Final Judgment becomes effective upon entry by the Court, which shall be the Effective Date.

50. Requirements Maintained. It is the intention of the parties that the provisions of this Final Judgment do not contravene the Defendants' obligation to comply with all applicable existing or future state and federal laws and regulations and court orders.

51. Non-Circumvention. Defendants shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Final Judgment or for any other purpose that would otherwise circumvent any term of this Final Judgment.

52. Notices. All notices and documents required by this Final Judgment shall be provided in writing, by email and first-class mail, to the parties as follows:

For the Plaintiff:

Attorney General's Office
Consumer Protection Division
c/o: Colin Harnsgate & Jane Sugarman
One Ashburton Place, 18th Floor
Boston, MA 02108
colin.harnsgate@mass.gov
jane.sugarman@mass.gov

For the Defendants:

Brendan Pitts
Duggan & Gianacoplos, LLC
89 Access Road, Unit A
Norwood, MA 02062
BRP@dcclawyers.com

53. Nothing in this Final Judgment releases or discharges any actual or potential civil liability of any parties not named in this release, including, without limitation, any and all third-party entities with whom the Defendants have contracted or may contract in the future. Nothing in this Final Judgment resolves, settles, or otherwise affects any other claim or action, including private rights of action.

54. The Court has determined that there is no just reason for delay and, pursuant to Mass. R. Civ. P. 54(b), directs the clerk to enter this Judgment forthwith.

SO ORDERED.


Justice, Superior Court

Dated: Sept. 4, 2026