**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA**

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| COMMONWEALTH OF PENNSYLVANIA,<br>OFFICE OF ATTORNEY GENERAL,<br>By Attorney General David W. Sunday, Jr.,<br><br>Plaintiff,<br><br>v.<br><br>ACIMA DIGITIAL, LLC<br><br>And<br><br>ACIMA HOLDINGS, LLC<br><br>Defendants. | : | CIVIL DIVISION<br><br>Code 020 – Equity<br><br>Case No. _____ |

**COMPLAINT**

Filed on Behalf of Plaintiff:

COMMONWEALTH OF PENNSYLVANIA, OFFICE OF ATTORNEY GENERAL

Counsel for Record for this Party:

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| Plaintiff, | : | Case No. _____ |
| v. | : | |
| ACIMA DIGITIAL, LLC | : | |
| And | : | |
| ACIMA HOLDINGS, LLC | : | |
| Defendants. | : | |

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**COMPLAINT**

**AND NOW**, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr. (hereinafter "Commonwealth" or "Plaintiff"), and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et. seq*. (hereinafter "Consumer Protection Law"), which authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania, to restrain unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful by Section 201-3 of the Consumer Protection Law.

The Commonwealth has reason to believe that Acima Digital, LLC and Acima Holdings, LLC (collectively, "Defendants" or "Acima") are using, have used or are about to use methods, acts or practices declared unlawful by Section 201-3 of the Consumer Protection Law; and, that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are enjoined. The Commonwealth believes that the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the methods,

acts and practices of the Defendants as set forth herein. Further, the Commonwealth requests restitution, injunctive relief, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law.

In support of this action the Commonwealth respectfully represents the following:

## JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

2. This Court has personal jurisdiction over Defendants pursuant to Section 5322 of the Judicial Code, 42 Pa. C.S.A. § 5322(a)(1), (2), (3), (4), (5), (9) and (10).

## VENUE

3. Venue lies with this Court pursuant to Pa.R.C.P. 1006(a)(1).

## THE PARTIES

4. The Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General David W. Sunday, Jr., with offices located at 1251 Waterfront Place, Mezzanine Level, Pittsburgh, Pennsylvania 15222 and at 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

5. Defendants Acima Digital, LLC and Acima Holdings, LLC are Utah limited liability companies with their principal place of business in Plano, Texas.

6. At all relevant times, Defendants Acima Digital, LLC and Acima Holdings, LLC have engaged in trade and/or commerce within the Commonwealth of Pennsylvania by offering, selling, marketing, and/or promoting rental-purchase agreements ("RPAs") to Pennsylvania consumers for the financing of personal property, both directly and through Acima's retail

partners, and by servicing and collecting on the aforementioned RPAs to which Pennsylvania consumers are parties.

## ACIMA'S BUSINESS PRACTICES

7. Acima is a rent-to-own financing company that partners with Pennsylvania retailers to offer subprime financing to the retailers' customers via costly RPAs.

8. A rent-to-own transaction typically entails the renting of personal property—including but not limited to furniture, appliances, and home electronics—pursuant to periodic rental payments that are self-renewing with the option to purchase the property either by continuing to pay rent for a specified period of time or by early payment of some specified portion of the remaining lease payments.

9. When a retailer's customer enters into an RPA with Acima, Acima will purchase the merchandise to be rented pursuant to the RPA from the retailer and "rent" or "lease" the merchandise to the retailer's customer pursuant to the terms of the RPA.

10. Acima's RPAs list Acima Digital as the "lessor."

11. Acima's RPAs permit consumers to acquire ownership of the property via one of the following three ways:

A. By making all periodic lease payments as initially scheduled in the RPA over the course of a maximum term ("Total of Payments"), which is often a twelve (12) month period;

B. By exercising a 90-day early purchase option (the "90-Day Purchase Option") by paying Acima the cash price advertised by Acima's retail partner ("Cash Price"), a markup to the merchant's Cash Price, a buyout

fee, and any other past due payments or fees within ninety (90) days of the date of the RPA; or

C. By exercising another early purchase option (the "Early Purchase Option") available after the expiration of the 90-Day Purchase Option by paying approximately 75% of the total remaining periodic lease payments, plus any other past due payments or fees.

12. Acima's RPAs contemplate that unless the consumer affirmatively exercises the 90-Day Purchase Option or the Early Purchase Option, the consumer will make periodic payments over the course of the maximum term (which is often a twelve (12) month period) in order to acquire ownership of the property.

13. At the time Acima's RPAs are executed, the consumers' accounts are set up to automatically withdraw the minimum periodic monthly payments from the consumers' bank accounts over the course of the maximum term. In other words, unless the consumer affirmatively contacts Acima after the RPA is executed to exercise their right pursuant to the 90-Day Purchase or Early Purchase Options by making additional, unscheduled payments or increasing their periodic payment amount, the consumer will be obligated to pay the Total of Payments in order to acquire ownership of the property. The Total of Payments amounts to *at least* twice the Cash Price of the merchandise.

14. Due to numerous deceptive and unlawful business practices employed by Acima, as described in more detail below, many consumers who entered into Acima's RPAs were not aware of the high finance charge (or "cost of lease") they would be obligated to pay pursuant to the terms of Acima's RPAs in order to acquire ownership of the property. Many consumers were

also misled to believe that the transactions were credit sales or loans rather than rent-to-own financing.

15. The Commonwealth has received consumer complaints indicating that Defendants have engaged in unfair and deceptive acts and practices in violation of the Consumer Protection Law and the Rental-Purchase Agreement Act, 42 Pa.C.S.A. § 6901, *et seq*. ("RPAA"), as described more fully herein.

### *A. **Acima deceptively advertised its RPAs as interest-free financing***

16. Acima has deceptively advertised its RPAs as ninety (90) day "same as cash," "cash," or otherwise interest-free programs without disclosing the hefty finance charge (or "cost of lease") consumers would actually be obligated to pay over the course of their agreements.

17. Rather than providing consumers with the ninety (90) day interest-free program advertised by Acima, at the time of enrollment consumers are automatically defaulted into the maximum term, which entails a very high finance charge or cost of lease in order to acquire ownership of the property.

18. As a result of Acima's advertising, consumers were often confused when Acima continued to withdraw money from their bank accounts after ninety (90) days and/or after they had repaid Acima the Cash Price of the financed merchandise.

19. In order for consumers to avail themselves of the 90-Day Purchase Option advertised by Acima, the consumer must affirmatively contact Acima after the RPA is executed to increase their automatic payments or make additional payments in order to pay Acima all amounts due pursuant to the 90-Day Purchase Option before that option expires.

20. But Acima's advertising did not disclose the need to affirmatively contact Acima after the RPA is executed to take advantage of the 90-Day Purchase Option, nor did the advertising

disclose the fact that consumers are automatically defaulted into a maximum term that includes a hefty cost of lease or finance charge.

### *B. Acima failed to adequately train its retail partners to market its RPAs*

21. Acima's retailer training materials failed to adequately educate its retail partners about the true cost of Acima's RPAs. Specifically, Acima's training materials failed to clearly and conspicuously explain the following material information to retailers: (1) that consumers were automatically defaulted into the maximum term that includes a cost of lease rather than the advertised 90 Day Purchase Option; (2) that consumers would pay *at least* approximately two (2) times the Cash Price of the merchandise if all payments are made as scheduled pursuant to the default maximum term; and (3) that consumers needed to affirmatively contact Acima to make changes to their payment schedule in order to take advantage of the advertised 90 Day Purchase Option.

22. Due to Acima's inadequate training of its retail partners, many retailers either misinformed consumers about the true cost of Acima's RPAs or failed to provide consumers with any information at all regarding how the 90-Day Purchase Option actually worked pursuant to Acima's RPAs. For example, some of Acima's retail partners inaccurately stated or implied to consumers that if they took advantage of Acima's services, such consumers would simply make automatic periodic payments totaling the Cash Price over the course of ninety (90) days, at which point the agreement would be paid off.

### *C. Acima deceptively advertised its RPAs as loans or credit*

23. Acima advertised its RPAs to consumers using terms like "financing," "credit," and/or "affordable payments" without clearly and conspicuously disclosing in the same advertisement that the transactions are actually rent-to-own transactions.

24. For example, Acima Digital was previously named "Acima Credit, LLC" and referred to itself as "Acima Credit" in advertising materials. Moreover, Acima's advertising has used terms like "No credit financing."

25. Some of Acima's advertisements also stated or implied that consumers were immediately purchasing the merchandise through use of Acima.

26. Finally, some of Acima's advertisements stated that consumers could be "approved for" or otherwise "get up to" certain sums of money from Acima, thereby implying that consumers would be borrowing money from Acima (rather than renting merchandise).

27. Moreover, due to Acima's deceptive advertising and/or inadequate merchant training, some of Acima's retail partners verbally pitched Acima's RPAs to consumers using terms like "financing," "credit," or "loan" without disclosing that the transactions are actually rent-to-own transactions.

28. As a result, many of Acima's customers mistakenly believed that they received a loan or credit from Acima.

### *D. Acima failed to stamp on or affix to property displayed or offered under its RPAs certain information pertaining to the rental-purchase transaction*

29. Acima's retail partners often displayed personal property in their stores that was eligible to be rented pursuant to Acima's RPAs.

30. At all times relevant and material hereto (specifically, prior to September 9, 2022), such property displayed or offered under Acima's RPAs in retail partners' stores generally did not have stamped on or affixed to the property the following information:

- The amount of the rental payment;
- The total number and amount of rental payments necessary to acquire ownership of the property; and

- The cost of the lease services

(hereinafter the "above-referenced information").

31. Instead, the property displayed or offered under Acima's RPAs generally had stamped on or affixed to the property only the Cash Price of the property.

32. Acima did not direct, instruct, or require that its retail partners stamp or affix the above-referenced information to the personal property displayed or offered under Acima's RPAs, nor did Acima itself stamp or affix the above-referenced information to such property.

### *E. Acima deceptively advertised that applying for Acima would not entail a credit check*

33. Acima's website misrepresented that Acima's application would not entail a credit check. Specifically, Acima's website used the following phrases to describe its financing: "no credit option," "no credit needed," and "all without credit."

34. However, Acima pulled a soft inquiry on all applications.

35. Although Acima's website contained disclosures stating that its advertising phrases did "not mean or imply no inquiry will be made of credit history or credit worthiness," such disclosures were not clear and conspicuous.

### *F. Acima deceptively advertised that its transactions did not create debt*

36. Acima misrepresented to consumers that its RPAs did not create debt. For example, Acima's homepage stated that it allowed you to "get the things you want without … increasing your debt."

37. Despite this representation, Acima's RPAs create an obligation that is treated by Acima as debt. For example, Acima has reported the Total of Payments to credit reporting agencies as the amount owed to Acima even when the delinquent consumer has not possessed the merchandise for the maximum term and even though the delinquent consumer has the option to

pay off the RPA before the maximum (i.e., via the 90 Day Purchase Option or Early Purchase Option) or return the merchandise to Acima before the maximum term, both of which would result in the consumer owing Acima less than the Total of Payments.

38. As another example, when consumers miss a payment, Acima acts like a debt collector in that it calls consumers, sends them threatening emails, and makes negative reports to credit reporting agencies. Some of Acima's collections letters even stated, "this is an attempt to collect a debt."

### *G. Acima deceptively marked up the cash price from the Cash Price advertised by its retail partners*

39. Acima marked up the cash price of the merchandise that is the subject of its RPAs from the Cash Price that was advertised by Acima's retail partners. The amount of the Acima markup was as much as approximately $100 and was often equivalent to the amount of the initial lease payment.

40. Rather than disclose the true Cash Price (or the price at which Acima's retail partner advertised the merchandise for sale on the date of the transaction), Acima's RPAs disclosed the marked-up "Acima Cash Price," which included a disguised finance charge to lease the merchandise.

41. Moreover, Acima's RPAs did not disclose the true cost of lease associated with the RPA. Rather than include the Acima markup (which includes the initial lease payment or other costs to lease the property) in the cost of lease, Acima's RPAs disguised this portion of the cost of lease as part of the "Acima Cash Price."

### *H. Acima failed to clearly and conspicuously disclose the terms of its RPAs*

42. Acima primarily disclosed the terms and conditions of its RPAs to consumers electronically; specifically, by sending information to consumers' electronic devices (such as their smart phones) via a text message.

43. Upon clicking on the link in the text message sent by Acima, the consumer was shown a "summary screen" containing a list of certain terms and conditions of Acima's RPA. Until recently, Acima's summary screen displayed the "90-Day Purchase Amount" (or the amount for which the consumer could purchase the property within 90 days) as the very first term on the list—and before the significantly higher "12 Month Total of Payments" amount, even though consumers were automatically defaulted into the 12-month payment schedule rather than the 90-Day Purchase Option.

44. Acima did not disclose on the summary screen that consumers were defaulted into the "12 Month Total of Payments" (or maximum term) rather than the "90-Day Purchase Amount," nor was it disclosed on the summary screen that consumers would have to contact Acima to make changes to their payment schedule in order to take advantage of the 90-Day Purchase Option.

45. From about 2017 to 2022, after viewing the summary screen, the consumer would be taken to a screen showing a faded image of Acima's RPA behind a text box asking the consumer to sign the RPA by simply entering their name into a text box. Accordingly, Acima's process for electronically signing the RPAs prompted consumers to sign the agreements without even having viewed the RPAs.

46. In order for consumers to by-pass the prompt obscuring their RPAs (and therefore actually view the RPAs prior to signing), the consumer had to click a "Hide" button.

47. Once the RPA was signed electronically, Acima generally did not provide consumers with a hard copy of their RPAs, nor did Acima email it to consumers as an attachment to an email.

48. Instead, consumers had to create a user name and password to log into Acima's customer portal in order to access their RPAs.

49. Moreover, a welcome email sent by Acima displayed the 90-Day Purchase Option amount, but not the Total of Payments amount the consumer would pay pursuant to the maximum term that consumers were automatically defaulted into.

50. Finally, when Acima's customers logged into Acima's customer portal, they saw the 90-Day Purchase Option amount (called the "Early Payoff Amount") displayed more prominently than the default twelve (12) month total of payments ("Remaining Total of Payments").

51. The aforementioned business practices relating to Acima's electronic disclosures (particularly coupled with Acima's deceptive advertising and failure to properly train its retail partners), had the capacity or tendency to deceive consumers about the true cost of Acima's RPAs.

### *I. Acima Charged a Total Cost of Lease Services that Exceeded the Cash Price*

52. With respect to many of Acima's RPAs, the total amount charged to consumers for the cost of lease services exceeded the true cash price of the property (or the price at which Acima's retail partner would have sold the property for cash on the date of the RPA transaction).

53. Specifically, in many instances, Acima's RPAs charged consumers a cost of lease services amounting to the value of the "Acima Cash Price," even though the "Acima Cash Price" included a markup of up to $100 from the Cash Price advertised by Acima's retail partner.

54. In some instances, Acima's RPAs charged a cost of lease services that even exceeded the Acima Cash Price.

### *J. Acima's RPAs Were Deficient in their Content and Manner of Disclosures*

55. At least some of Acima's RPAs originated during the relevant time period were deficient in their content and/or manner of disclosures contained therein.

56. For example, at least some of Acima's RPAs were not accompanied by a chart showing the amount required to exercise the option to purchase the rented property after each rental payment if all rental payments were made as scheduled.

57. As another example, at least as to some of Acima's RPAs originated during the relevant time period, the following information regarding the RPAs were not in at least ten-point and/or boldface type in the agreements:

A. The total amount of any initial payment to be paid by the consumer at or before consummation of the RPA;

B. The total of all initial payments, all rental payments and all other charges necessary to acquire ownership of the rented property;

C. The cash price of the personal property that is the subject of the RPA; and/or

D. The cost of the lease services.

58. As another example, Acima's RPAs purported to impose several charges on consumers that were not included in the rental payments. But the amounts of several of the aforementioned charges were not disclosed and/or individually itemized in the RPAs.

59. Finally, Acima's RPAs contained provisions by which consumers were required to pay fees in connection with retrieval of the property or the termination or rescission of the RPAs.

Specifically, the RPAs contained provisions stating or implying that in order for a consumer to terminate the agreement, the consumer must pay any past due rental payments. Furthermore, the RPAs contained provisions which stated, either expressly or impliedly, that additional charges may be imposed on consumers if they terminate, such as repossession costs.

### *K. Acima Obstructed Consumers' Ability to Terminate Their RPAs*

60. The RPAA makes clear that a lessor must permit the lessee to terminate an RPA at any time without penalty. For example, Section 6903(a)(8) of the RPAA states that a lessor must clearly and conspicuously disclose "[t]he conditions upon which the lessee … may terminate the rental agreement prior to the expiration of the rental term." 42 Pa.C.S.A. § 6903(a)(8). Moreover, as noted above, Section of 6904(7) of the RPAA prohibits a lessor from including a provision in an RPA that requires a lessee to pay a fee in connection with retrieval of the property or terminate of the RPA. 42 Pa.C.S.A. § 6904(7).

61. Consistent with Acima's legal obligation to permit consumers to terminate their RPAs at any time without penalty, Acima's RPAs explicitly stated that consumers could terminate their RPAs at any time without penalty by returning the merchandise to Acima.

62. Yet despite the aforementioned legal and contractual obligation to permit termination without penalty, Acima obstructed consumers' ability to terminate their RPAs by failing to retrieve merchandise and/or putting onerous (and often costly) demands on consumers who invoked their right to terminate.

### *L. Acima Engaged in Deceptive Credit Reporting Practices*

63. Acima failed to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnished to consumer reporting agencies ("CRAs"). For instance:

A. Acima furnished consumer information for at least several months before Acima developed written policies and procedures.

B. Acima's written policies and procedures (once developed) directed Acima to report the Total of Payments as the outstanding balance, even if the delinquent consumer had not yet possessed the merchandise for the maximum term and even if a delinquent consumer still had the option to pay less than the Total of Payments by taking advantage of the 90 Day Purchase Option or Early Purchase Option.

C. Acima's policies and procedures did not adequately instruct how to conduct reasonable and timely investigations when consumers submitted direct or indirect disputes.

### *M. Acima Engaged in Deceptive Servicing and Collection Practices*

64. Acima's RPAs required consumers to affirm that they were satisfied with the condition of the merchandise at the time of signing the RPA, even though Acima was aware that its retail partners often did not deliver the merchandise to consumers until after the RPA was signed.

65. Acima's RPAs also stated that consumers would be charged "no sooner than seven days after [their] delivery date." But Acima often began charging consumers seven (7) days after the delivery date regardless of whether all merchandise to be rented pursuant to the RPA was actually delivered.

66. If and when Acima's retail partners refused to return or replace merchandise that was damaged upon delivery, Acima often failed to repair or replace the damaged merchandise itself. Nor did Acima allow the consumers to surrender the damaged merchandise to Acima.

Rather, Acima generally offered such consumers a settlement whereby the consumer would purchase the merchandise at a discounted Total of Payments. Alternatively, Acima instructed the consumer to donate the merchandise at the consumer's own expense.

67. Likewise, if and when merchandise became damaged during the course of an RPA, Acima often failed to repair or replace the damaged merchandise, even in states where the Applicable Rental-Purchase Agreement Act required a lessor to maintain merchandise in good working order during the course of an RPA and/or even as to RPAs that contractually required Acima to maintain such merchandise in good working order.

68. Acima collects on its own RPAs. In the course of such collections, Acima sometimes misrepresented that consumers could not turn off automatic ACH payments, even though Acima's consumers had a contractual and legal right to cease such payments.

69. Acima also sometimes misrepresented to consumers who were trying to make payments, change their account information or payment method, or enroll in the 90 Day Purchase Option or Early Purchase Option that Acima could not implement the requested action because the consumer had a payment processing or because Acima was finalizing their RPA when, in fact, Acima could have implemented the requested action.

70. Acima's misleading refusal to implement the requested action caused some consumers to miss the deadline for the 90-Day Purchase Option or Early Purchase Option, and/or caused some consumers to pay Acima late or insufficient fund fees.

71. When collecting or attempting to collect on delinquent RPAs, Acima has threatened or implied that nonpayment of the debt would result in the seizure, attachment, or sale of the property that is the subject of the RPA, when Acima in fact had no intention of seizing, attaching, or selling the merchandise that is the subject of delinquent consumers' RPAs.

72. As an example, Acima sent emails to delinquent consumers stating "that [their] account has been forwarded to the LEGAL TEAM ...[who] may consider starting COURT ACTION." The email also stated that the consumer should contact Acima immediately to make payment arrangements in order to avoid "possible repossession … and/or court action."

73. In fact, Acima has rarely, if ever, actually initiated legal action against delinquent consumers. Instead, Acima generally attempts to negotiate a monetary settlement amount with such consumers in lieu of taking legal action to seize, attach, or sell the merchandise.

## COUNT ONE

## VIOLATIONS OF THE CONSUMER PROTECTION LAW

74. The preceding paragraphs are incorporated herein as though fully set forth below.

75. While engaged in trade or commerce, Acima committed the following unfair and/or deceptive acts or practices:

A. Deceptively advertising the maximum term (e.g., 12-month) RPAs as 90-day cash or interest-free purchase options;

B. Failing to adequately train retail partners to accurately market Acima's RPAs to consumers;

C. Deceptively advertising RPAs as loans or credit;

D. Deceptively advertising that applying for Acima's RPAs would not harm consumers' credit;

E. Deceptively advertising that Acima's RPA transactions do not create debt;

F. Deceptively and unfairly marking up the cash price from the cash price advertised by Acima's retail partner;

G. Deceptively and unfairly failing to maintain reasonable policies and procedures concerning the accuracy and integrity of information furnished to credit reporting agencies;

H. Deceptively and unfairly reporting inaccurate information to credit reporting agencies;

I. Deceptively and unfairly failing to conduct reasonable investigations into credit disputes;

J. Deceptively and unfairly charging consumers for merchandise that is damaged or never delivered;

K. Misrepresenting payment processing delays;

L. Implying that nonpayment will result in seizure without intent to seize; and

M. Deceptively and unfairly obstructing consumers' ability to terminate their RPAs.

76. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said law, including without limitation:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and

b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. § 201-2(4)(v) and (xxi).

## COUNT TWO

## VIOLATIONS OF THE RPAA

77. The preceding paragraphs are incorporated herein as though fully set forth below.

78. Section 6909(a) of the RPAA provides that a violation of the RPAA is a *per se* violation of the Consumer Protection Law. 42 Pa.C.S.A. § 6909(a).

79. In the ordinary course of Acima's business, Acima (both directly and through its retail partners) offers to rent or arranges for personal property to be rented pursuant to rental-purchase agreements in the Commonwealth of Pennsylvania.

80. While acting as a lessor in the Commonwealth of Pennsylvania, Acima committed the following violations of the RPAA:

A. Prior to September 9, 2022, failing to stamp on or affix to property displayed or offered under RPAs certain information pertaining to the rental-purchase transaction required by Section 6908(b) of the RPAA to be disclosed, 42 Pa.C.S.A. § 6908(b) (1996) (prior to the 2022 amendment);

B. Failing to clearly and conspicuously disclose the terms of RPAs, as required by Section 6903(a) of the RPAA, 42 Pa.C.S.A. § 6903(a);

C. Charging a total cost of the lease services that exceeds the cash price, in violation of Section 6905(a) of the RPAA, 42 Pa.C.S.A. § 6905(a);

D. Failing to attach to RPAs a chart showing the amount required to exercise the option to purchase, in violation of Section 6905(c) of the RPAA, 42 Pa.C.S.A. § 6905(c);

E. Failing to disclose certain content in RPAs in at least ten-point boldface type, as required by Section 6903(b) and (d) of the RPAA, 42 Pa.C.S.A. § 6903(b) and (d);

F. Failing to disclose and individually itemize in RPAs the amount of all other charges not included in rental payments, as required by Section 6903(a)(4) of the RPAA, 42 Pa.C.S.A. § 6903(a)(4); and

G. Including in RPAs provisions by which consumers are required to pay fees in connection with termination, in violation of Section 6904(7) of the RPAA, 42 Pa.C.S.A. § 6904(7).

81. The aforesaid acts and practices constitute unfair methods of competition and/or unfair or deceptive acts or practices as prohibited by Section 201-3 of the Consumer Protection Law, as defined by Section 201-2(4) of said law, including without limitation:

a. Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have, in violation of Section 201-2(4)(v); and

b. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi).

73 P.S. § 201-2(4)(v) and (xxi).

## PRAYER FOR RELIEF

**WHEREFORE**, the Commonwealth prays that this Honorable Court enter an Order:

A. Finding that Acima violated Section 201-3 of the Consumer Protection Law by engaging in the unlawful acts and practices alleged herein, and permanently enjoining Acima from continuing to engage in such unlawful acts and practices pursuant to Section 201-4 of the Consumer Protection Law;

B. Finding that Acima violated the RPAA by engaging in the unlawful acts and practices alleged herein, and permanently enjoining Acima from continuing to engage in such unlawful acts and practices pursuant to Section 201-4 of the Consumer Protection Law;

C. Directing Acima, pursuant to Section 201-4.1 of the Consumer Protection Law, to make full restitution to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

D. Directing Acima, pursuant to Section 201-8(b) of the Consumer Protection Law, to pay civil penalties in the amount of $1,000 for each and every willful violation of the Consumer Protection Law;

E. Directing Acima, pursuant to Section 201-4.1 of the Consumer Protection Law and Section 1602-U of the Fiscal Code, to pay costs incurred by the Commonwealth in connection with the prosecution and investigation of this matter; and

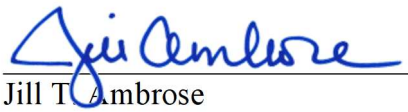
F. Granting any other relief that the Court deems just, proper, or equitable under the circumstances.

**[Reminder of this page intentionally left blank]**

Respectfully submitted,

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

DAVID W. SUNDAY, JR.
ATTORNEY GENERAL

Date: November 12, 2026 By: 

Jill T. Ambrose
Assistant Chief Deputy Attorney General
PA Attorney I.D. No. 323549
Pennsylvania Office of Attorney General
1251 Waterfront Place, M Level
Pittsburgh, PA, 15222
Telephone: 412-565-3050

## VERIFICATION

I, Rodney Troupe, being duly sworn according to law, hereby state that I am a Senior Civil Investigator with the Pennsylvania Office of Attorney General, Pittsburgh Regional Office, and that I am authorized to make this verification on behalf of the Plaintiff, and that the facts in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief.



Rodney Troupe
Senior Civil Investigator