IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON *ex rel.* DAN RAYFIELD, Attorney General for the State of Oregon, Plaintiff, v. ACIMA DIGITAL, LLC and ACIMA HOLDINGS, LLC, Defendants.	Case No. COMPLAINT Unlawful Trade Practices Act; (ORS 646.605 to 646.656) CLAIM NOT SUBJECT TO MANDATORY ARBITRATION Claim Amount Exceeds $1,000,000.00 **ORS 20.140 - State fees deferred at filing**

1.

Plaintiff, the State of Oregon (the "State" or the "Plaintiff"), appearing through Dan Rayfield, Attorney General of Oregon, brings this action against Defendants Acima Digital, LLC and Acima Holdings, LLC for violations of Oregon's Unlawful Trade Practices Act ("UTPA"), ORS 646.605 to 646.656, and Oregon's Lease-Purchase Agreement Act, ORS 646A.120 to 646A.134, and alleges as follows:

JURISDICTION AND VENUE

2.

At all relevant times, Defendants Acima Digital, LLC and Acima Holdings, LLC (collectively, "Acima") have engaged in trade or commerce within the State of Oregon by offering, selling, marketing, or promoting lease-purchase agreements ("RPAs"), as defined in

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ORS 646A.120(5), to Oregon consumers for the financing of personal property, both directly and through Acima's retail partners, and by servicing and collecting on those RPAs.

3.

Venue for this action properly lies in Multnomah County, Oregon, pursuant to ORS 14.080(2), ORS 646.632(1), and ORS 646.605(1)(c) and (d).

4.

The Court has subject-matter jurisdiction over this matter pursuant to ORS 14.030 and personal jurisdiction over Defendant pursuant to ORCP 4 A(4).

THE PARTIES

5.

The Plaintiff is the State of Oregon, *ex rel.* Dan Rayfield in his official capacity as Attorney General for the State of Oregon, and has offices located at 100 SW Market Street, Portland, Oregon.

6.

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

ACIMA'S BUSINESS PRACTICES

7.

Acima is a rent-to-own financing company that partners with Oregon 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 or by early payment of some specified portion of the remaining lease payments.

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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"[1] 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 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 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 maximum term (often 12 months) to acquire ownership of the property.

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[1] For purposes of this Complaint, the terms "rent" and "rental" are intended to be synonymous with "lease," as that term is used in Oregon's Lease-Purchase Agreement Act.

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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 under Acima's RPAs 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.

(A. Acima deceptively advertised its RPAs as interest-free financing)

15.

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

16.

Rather than providing consumers with the 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 to acquire ownership of the property.

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17.

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

18.

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 to pay Acima all amounts due under the 90-Day Purchase Option before that option expires.

19.

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)

20.

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 times the Cash Price of the merchandise if all payments were 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.

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21.

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, those consumers would simply make automatic periodic payments totaling the Cash Price over the course of 90 days, at which point the agreement would be paid off.

(C. Acima deceptively advertised its RPAs as loans or credit)

22.

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

23.

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."

24.

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

25.

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).

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26.

Moreover, due to Acima's deceptive advertising and 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.

27.

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 required information pertaining to the lease-purchase transaction)

28.

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

29.

At all relevant times, property displayed or offered under Acima's RPAs in retail partners' stores generally did not have stamped on or affixed to the property all of the following information:

(a) the cash price of the item;

(b) the amount of the periodic payment; and

(c) the total number of periodic payments required for ownership (the "above-referenced information").

30.

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.

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31.

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 that property.

(E. Acima deceptively advertised that applying with Acima would not entail a credit check)

32.

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."

33.

However, Acima pulled a soft inquiry on all applications.

34.

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," those disclosures were not clear and conspicuous.

(F. Acima deceptively advertised that its transactions did not create debt)

35.

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."

36.

Contrary to 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

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to pay off the RPA before the maximum term (i.e., via the 90-Day Purchase Option or Early Purchase Option) and therefore pay less than the Total of Payments.

37.

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 in its RPAs from the actual Cash Price advertised by its retail partners)

38.

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

39.

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 effectively included a disguised finance charge to lease the merchandise.

(H. Acima failed to clearly and conspicuously disclose the terms of its RPAs)

40.

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.

41.

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

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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.

42.

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.

43.

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.

44.

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

45.

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.

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46.

Instead, consumers had to create a username and password to log into Acima's customer portal to access their RPAs.

47.

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 defaulted into.

48.

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 12-month total of payments ("Remaining Total of Payments").

49.

These 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 engaged in deceptive servicing and collection practices)

63.

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.

64.

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 7 days after the delivery date regardless of whether all merchandise to be rented pursuant to the RPA was actually delivered.

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65.

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 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.

66.

Acima collects on its own RPAs. During those 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 those payments.

67.

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.

68.

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 caused some consumers to pay Acima late or insufficient funds fees.

69.

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.

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70.

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."

71.

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 consumers instead of taking legal action to seize, attach, or sell the merchandise.

COUNT ONE

Violations of the Oregon Unlawful Trade Practices Act (ORS 646.605 to 646.656)

72.

The State realleges and incorporates by reference the allegations in Paragraphs 1 to 71.

73.

The Unlawful Trade Practices Act prohibits any person or entity from engaging in unlawful trade practices in the course of their business by:

(a) representing that services have characteristics, benefits, or qualities that the services do not have, ORS 646.608(1)(e);

(b) advertising goods or services with the intent not to provide the goods or services as advertised, ORS 646.608(1)(i);

(c) making false or misleading representations concerning the nature of the transaction or obligation incurred, ORS 646.608(1)(k); or

(d) making false or misleading representations of fact concerning the offering price of, or the person's cost for goods or services, ORS 646.608(1)(s).

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75.

Misrepresentations actionable under ORS 646.608(1) "may be any manifestation of any assertion by words or conduct, including, but not limited to, a failure to disclose a fact." ORS 646.608(2).

76.

Through its actions and material omissions described above, Acima willfully engaged in unlawful trade practices, in violation of ORS 646.608(1), by:

(a) deceptively advertising maximum-term (e.g., 12-month) RPAs as 90-day purchase or interest-free purchase options;

(b) deceptively advertising RPAs as loans or credit;

(c) deceptively implying in advertising that applying with Acima would not entail a credit check;

(d) deceptively implying in 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 marking up the cash price in its RPAs from the actual cash price advertised by Acima's retail partner;

(g) deceptively concealing from consumers material terms and disclosures in its RPAs during and after the RPA signing process;

(h) deceptively charging consumers for merchandise that is damaged or never delivered;

(i) misrepresenting that consumers could not turn off automatic ACH payments;

(j) deceptively preventing consumers from making a payment, changing account information, changing a payment method, enrolling in the 90-Day Purchase Option, or enrolling in the Early Purchase Option; and

(k) implying that nonpayment will result in seizure without intent to seize.

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COUNT TWO

Violations of the Lease-Purchase Agreement Act (ORS 646A.120 to 646A.134)

76.

The State realleges and incorporates by reference the allegations in Paragraphs 1 to 71.

77.

In the course of Acima's business in the State of Oregon, Acima (both directly and through its retail partners) offers to lease or arranges for personal property to be leased by individuals for personal, family, or household use, pursuant to lease-purchase agreements, as defined in ORS 646A.120(5).

78.

In the court of Acima's business in the State of Oregon, Acima is a "Lessor," as defined in ORS 646.120(6), because it regularly provides the use of property through lease-purchase agreements and is the entity to whom lease payments are initially payable on the face of the lease-purchase agreements.

79.

Under ORS 646A.126, the Lease-Purchase Agreement Act requires that a lessor must disclose in each lease-purchase agreement:

(a) a statement of the cash price of the property, ORS 646A.126(5), which is defined under ORS 646A.120(2) as "the price at which the lessor would have sold the property to the consumer for cash on the date of the lease-purchase agreement"; and

(b) any "other charges" not included in the total amount of payments, which must be disclosed separately in the lease-purchase agreement, ORS 646A.126(7).

80.

Under ORS 646A.124(3), the Lease-Purchase Agreement Act requires that the disclosures required in ORS 646A.126 must be made clearly and conspicuously in writing and that a copy of the lease-purchase agreement be provided to the consumer.

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81.

Under ORS 646A.134(4), the Lease-Purchase Agreement Act requires that every item displayed or offered under a lease-purchase agreement must have the following information clearly and conspicuously stamped upon the item or affixed to the item:

(a) the cash price of the item;

(b) the amount of the periodic payment; and

(c) the total number of periodic payments required for ownership.

82.

Under ORS 646.608(1)(nn) of the Unlawful Trade Practices Act, it is an unlawful practice to violate any provision of the Lease-Purchase Agreement Act, ORS 646A.124 to ORS 646A.134.

79.

While acting as a lessor in the State, Acima committed the following violations of the Lease-Purchase Agreement Act, ORS 646A.120 to 646A.134:

(a) failing to disclose the true cash price in its RPA, and instead including a marked-up price that was greater than the price at which the lessor would have sold the property to the consumer for cash on the date of the lease-purchase agreement;

(b) failing to separately disclose in its RPAs the amount of the "other charge" resulting from the markup of the cash price in its RPAs from the actual cash price that would have been charged by its retail partners on date of the transaction;

(c) failing to stamp on or affix to property displayed or offered under RPAs certain required information pertaining to the lease-purchase transaction;

(d) failing to clearly and conspicuously make required disclosures in writing in its RPAs; and

(e) failing to provide copies of its RPAs to consumers.

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80.

Through its actions and material omissions Acima willfully engaged in unlawful trade practices, in violation of ORS 646.608(1)(nn), by violating ORS 646A.124 to ORS 646A.134, as described above.

PRAYER FOR RELIEF

WHEREFORE, the State respectfully requests that this Court enter judgment in its favor and enter an Order granting relief against Acima as follows:

A. declare that Acima's acts described above violated the Lease-Purchase Agreement Act, ORS 646A.120 to 646A.134;

B. declare that Acima's acts described above are unlawful trade practices, in violation of the UTPA, ORS 646.605 to 646.656, and that each unlawful act, practice, or representation constitutes a separate and independent violation of the UTPA;

C. permanently enjoin, pursuant to ORS 646.632(1) of the UTPA, Acima and all other persons acting on its behalf, directly or indirectly, from engaging in any acts that violate the UTPA or the Lease-Purchase Agreement Act, including, but not limited to, the unlawful acts and practices alleged herein;

D. direct Acima, pursuant to ORS 646.636 of the UTPA, 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 that violate the UTPA;

E. direct Acima, pursuant to ORS 646.642 of the UTPA, to pay a civil penalty in the amount of up to $25,000 for each violation of the UTPA;

F. direct Acima, pursuant to ORS 646.632 of the UTPA, to pay reasonable attorney's fees incurred by the State in connection with the prosecution and investigation of this matter; and

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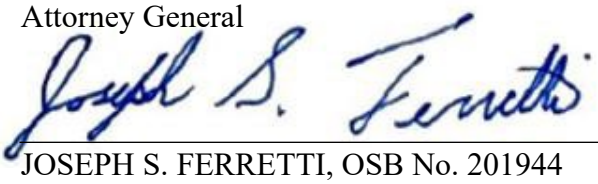
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G. granting any other relief that the Court deems just, proper, or equitable under the circumstances.

DATED this 12th day of November 2026.

Respectfully submitted,

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