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IN THE CIRCUIT COURT OF FAULKNER COUNTY, ARKANSAS
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*
TIM GRIFFIN, ATTORNEY GENERAL **PLAINTIFF**

v. **CASE NO. 23CV-26-3278**

ACIMA DIGITAL, LLC; and
ACIMA HOLDINGS, LLC **DEFENDANTS**

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, State of Arkansas, by Attorney General Tim Griffin (the "State" or "***Signatory Attorney General***"), Acima Digital, LLC, and Acima Holdings, LLC appearing through their attorney, Matthew P. Previn of Paul Hastings LLP, having stipulated to the entry of this Stipulated Consent Petition for Final Decree ("***Judgment***") by the Court without the taking of proof and without trial or adjudication of any fact or law, without admission of liability or wrongdoing by Acima, and with all parties having waived their right to appeal.

Contemporaneous with the filing of this Judgment, Acima Digital, LLC, and Acima Holdings, LLC are entering into similar judgments with the Offices of Attorneys General of Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Minnesota, Nebraska, New Hampshire, New Jersey, Nevada, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (collectively with State, and as defined below, "***Multistate Working Group***").

PRELIMINARY STATEMENT

WHEREAS, the Multistate Working Group has been engaged in an investigation into the rental-purchase transactions of Acima Digital, LLC, and Acima Holdings, LLC.

WHEREAS, this Judgment is agreed to by the Parties and entered into solely for the purpose of allowing the Parties to avoid further expenses of this matter, including any potential litigation, and to avoid protracted litigation.

NOW THEREFORE, upon the consent of the Parties hereto, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS**:

I. PARTIES

1. Plaintiff is the Attorney General of the State of Arkansas with offices located at 101 West Capitol Avenue, Little Rock, Arkansas 72201.

2. Defendant Acima Digital, LLC is a limited liability company organized in the state of Utah with its principal place of business at 5501 Headquarters Drive, Plano, Texas 75024.

3. Defendant Acima Holdings, LLC is a limited liability company organized in the state of Utah with its principal place of business at 5501 Headquarters Drive, Plano, Texas 75024.

II. JURISDICTION

4. Pursuant to the provisions of Ark. Code Ann. §§ 4-88-112(b) and 113(a)–(b), this Court has jurisdiction over the subject matter of this lawsuit and over Acima Digital, LLC, and Acima Holdings, LLC for purposes of entering into and enforcing this Judgment. Jurisdiction is retained by this Court for the purpose of enabling the Signatory Attorney General to petition this Court for the enforcement of this Judgment.

III. VENUE

5. Pursuant to the provisions of Ark. Code Ann. §§ 4-88-104 and 112(a), venue as to all matters between the Parties hereto relating to or arising out of this Judgment shall lie exclusively with the Faulkner County Circuit Court.

IV. DEFINITIONS

As used in this Judgment, in addition to the other defined terms set forth herein, the following words or terms shall have the following meanings:

6. "***Acima***" shall mean Acima Digital, LLC, Acima Holdings, LLC and any of their subsidiaries, predecessors, successors, assigns, agents, employees, representatives, officers, directors, principals, managers, and any other persons authorized by Acima to act on their behalf; *provided, however*, "Acima" shall not be deemed to include any Retailers.

7. "***Acima Cash Price***" shall mean the cash price Acima discloses to Consumers in its RPAs consistent with its obligations under the Rental-Purchase Agreement Act.

8. "***Alternative Retailer Training***" shall mean the training that Acima may require in lieu of Substantive Retailer Training, as provided for under Paragraph 38 below, to Retailer's employees who: (a) do not assist the Retailer's customers in applying for Acima's RPAs; (b) do not provide any substantive explanations regarding Acima's RPAs but instead only refer the Retailer's customers to Acima's in-store or remote personnel or to Acima's QR code, app or other technology or to other Acima-created and maintained resources regarding Acima's RPAs; and (c) are not responsible for addressing Consumer concerns or questions regarding Acima's RPAs.

9. *"**Annual Retailer Training**"* shall mean the annual training of a Retailer's then-current employees whose job responsibilities include directly communicating the potential availability of Acima's RPAs and who provide substantive explanations regarding those RPAs to

the Retailer's customers, and also the immediate supervisors of such Retailer's employees, as provided for under Paragraph 38 below.

10. "***Cash Price***" shall mean the lowest price at which the Retailer offers or advertises to sell the Merchandise via the retail shopping method through which the Consumer applies for an RPA (e.g., online, in-store), and that is the subject of an RPA, for cash, to the Consumer on the day the Consumer enters into an RPA with Acima to lease such Merchandise; *provided, however*, that in the event that Acima offers or advertises Merchandise directly to a Consumer, "Cash Price" shall mean the lowest price at which Acima offers or advertises to sell the Merchandise via the retail shopping method through which the Consumer applies for an RPA (e.g., online, in-store), and that is the subject of an RPA, for cash, to the Consumer on the day the Consumer enters into an RPA with Acima to lease such Merchandise. For the avoidance of any doubt, such aforementioned lowest advertised price shall include (but not be limited to) any price advertised by the Retailer or Acima, as applicable, using terms like "price" (if advertised by the Retailer as the sales price), "cash price," or "same as cash price." For all purposes hereunder, in the event the Cash Price is offered or advertised by the Retailer (rather than Acima), Acima shall be entitled to rely on information provided by the Retailer to Acima to confirm the Cash Price for the Merchandise, unless Acima knows or should know that the information provided is incorrect.

11. "***Clearly and Conspicuously***" shall mean a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, and duration compared to the other information with which it is presented and which it is intended to modify, and in close proximity to such other information, that it is readily apparent, readable, and understandable. With regard to the Rental-Purchase Agreement Act and Acima's obligations hereunder (specifically, Paragraphs 48 through 53), to the extent there is a conflict between this definition and the statutory

definition (if any) set forth in the Rental-Purchase Agreement Act, the statutory definition shall control. To the extent a conflict between this definition and the State UDAP Law arises after the Effective Date, the resolution of such conflict shall be addressed pursuant to Paragraph 107.

12. "***Consumer***" shall mean (1) any person to whom Acima rents or has rented Merchandise pursuant to an RPA; (2) any person who applies or has applied for an RPA with Acima; or (3) any person to whom Acima offers or advertises, or has offered or advertised, an RPA.

13. "***Covered Conduct***" shall mean Acima's acts and practices relating to any aspect of Acima's RPA transactions with Consumers, including, without limitation: (1) advertising of or advertising related to RPA transactions; (2) the content of, and process relating to the review, completion and execution of, Consumer applications and RPAs; (3) Consumer disclosures and consents; (4) collection practices; (5) termination, returns, payments, maintenance and other servicing practices; (6) consumer reporting practices; and (7) Retailer oversight, training and compliance.

14. "***Consumer Reporting Agency(ies)***" shall have the meaning provided in 15 U.S.C. § 1681a(f).

15. "***Credit Rating***" refers to any assessment of a Consumer's creditworthiness, including "credit scores," in each case as determined by Consumer Reporting Agencies.

16. "***Customer Portal***" shall mean a website, webpage, application or other online or digital account whereby Acima provides any Consumer to whom Acima rents or has rented Merchandise pursuant to an RPA, information about such Consumer's account with Acima.

17. "***Early Purchase Option(s)***" shall mean option(s) expressly provided to Consumers pursuant to Acima's RPAs, to acquire ownership of the Merchandise before the end of the Maximum Time to Ownership.

18. "***Effective Date***" shall mean November 12, 2026.

19. ***"Initial Onboarding Retailer Training"*** shall mean the first or initial training of a new Retailer's then-current employees whose job responsibilities include directly communicating the potential availability of Acima's RPAs and who provide substantive explanations regarding those RPAs to the Retailer's customers, and also the immediate supervisors of such Retailer's employees, as provided for under Paragraph 38 below.

20. "***Maximum Time to Ownership***" shall mean the maximum amount of time it would take for a Consumer to acquire ownership of the Merchandise that is the subject of an RPA if the Consumer makes (whether through established recurring payments or otherwise) all optional rental renewal payments beyond the minimum initial period or term as set forth in the RPA at the time it is executed. For the avoidance of any doubt, the Maximum Time to Ownership refers to the total of all renewal periods or terms available pursuant to an RPA and is typically 12-24 months.

21. "***Merchandise***" shall mean personal property rented or advertised to be rented from Acima pursuant to an RPA.

22. ***"Multistate Executive Committee"*** shall mean the Offices of Attorney General of the following states: (1) Colorado; (2) Connecticut; (3) Illinois; (4) Iowa; (5) Nebraska; (6) New Hampshire; (7) Maryland; (8) Ohio; (9) Pennsylvania; (10) Tennessee; and (11) Washington.

23. **"*Multistate Working Group***" shall mean the Offices of Attorney General of the following states: (1) Alaska, (2) Arizona, (3) Arkansas, (4) Colorado, (5) Connecticut, (6)

Delaware, (7) Florida, (8) Georgia, (9) Hawaii[1], (10) Idaho, (11) Illinois, (12) Indiana, (13) Iowa, (14) Kansas, (15) Kentucky, (16) Louisiana, (17) Maine, (18) Maryland[2], (19) Massachusetts, (20) Michigan[3], (21) Mississippi, (22) Missouri, (23) Minnesota, (24) Nebraska, (25) New Hampshire, (26) New Jersey, (27) Nevada, (28) North Carolina, (29) North Dakota, (30) Ohio, (31) Oklahoma, (32) Oregon, (33) Pennsylvania, (34) Rhode Island, (35) Tennessee, (36) Texas, (37) Utah, (38) Vermont, (39) Virginia, (40) Washington, (41) West Virginia, (42) Wisconsin, and (43) Wyoming.

24. ***"New Hire Retailer Training"*** shall mean the first or initial training of a Retailer's employees who are hired by the Retailer subsequent to the Initial Onboarding Retailer Training or most recent Annual Retailer Training and who either (a) have job responsibilities which include directly communicating the potential availability of Acima's RPAs and who provide substantive explanations regarding those RPAs to the Retailer's customers, or (b) supervise the Retailer's employees who have job responsibilities which include directly communicating the potential availability of Acima's RPAs and who provide substantive explanations regarding those RPAs to the Retailer's customers, as provided for under Paragraph 38 below.

25. ***"Parents"*** shall mean Upbound Group, Inc., Rent-A-Center East, Inc., and any of their successors, employees, officers, directors, assigns, agents, representatives, and principals.

26. ***"Released Claims"*** shall mean any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties arising from the Covered Conduct occurring before or as of the Effective Date that the Signatory Attorney General, either in his or her sovereign enforcement

[1] Hawaii is represented by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii, including in the prosecution and resolution of civil actions.
[2] With regard to Maryland, any references to the Attorney General or Attorneys General shall mean the Consumer Protection Division, Office of the Attorney General of Maryland.
[3] With regard to Michigan, the Judgment Plaintiff is "The People of the State of Michigan."

capacity or as *parens patriae*, has asserted or could have asserted, to the extent that the Attorney General may be deemed to have enforcement authority, against the Released Parties and constituting a claim under any of the following: the State UDAP Law; the Rental-Purchase Agreement Act; Ark. Code Ann. §§ 4-57-101–104; Ark. Code Ann. § 4-93-103; Ark. Code Ann. § 17-24-101 et seq.; the Consumer Financial Protection Act of 2010, 12 U.S.C. § 5481-5603; the Fair Credit Reporting Act, 15 U.S.C. § 1681-1681x, and its implementing regulation, Reg. V, 12 CFR Part 1022; the Truth in Lending Act, 15 U.S.C. § 1601-1667f, and its implementing regulation, Regulation Z, 12 CFR Part 1026; or the Electronic Fund Transfer Act, 15 USC § 1693-1693r, and its implementing regulation, Regulation E, 12 CFR Part 1005.

27. ***"Released Parties"*** shall mean Acima Digital, LLC, and Acima Holdings, LLC, and any of their present and former subsidiaries, predecessors, successors, assigns, agents, employees, representatives, officers, directors, principals, managers, Parents (including the Parents' predecessor, Rent-A-Center, Inc.), and any other persons authorized by Acima to act on its behalf; *provided, however*, that "Released Parties" shall not be deemed to include any Retailers.

28. "***Retailer(s)***" shall mean any retailer that Acima has expressly authorized to communicate, in-store and/or online, the potential availability of Acima's RPAs to Consumers, including but not limited to any retailer that has entered into an agreement with Acima for the purpose of communicating the potential availability of Acima's RPAs to Consumers.

29. "***Retailer Portal***" shall mean a website, webpage, application or other online or digital account whereby Acima provides its Retailers with access to information about Acima and/or Acima's RPAs.

30. "***Rental-Purchase Agreement Act(s)***" shall mean the Rental Purchase Act, Ark. Code Ann. § 4-92-101 et seq.

31. "***Rental-Purchase Agreements***" or "***RPA(s)***" shall mean any agreement that is subject to the Rental-Purchase Agreement Act. For the avoidance of doubt, this definition includes any agreement presented or advertised to Consumers by Acima to be, and the express terms of which provide that it is, a "rent-to-own," "rental-purchase," "RTO," "lease-to-own," "lease-purchase," "LTO," or similar agreement.

32. "***Retailer Training***" shall mean, collectively, (1) Initial Onboarding Retailer Training, (2) Annual Retailer Training, (3) New Hire Retailer Training, and (4) Alternative Retailer Training, as those terms are defined herein.

33. "***Right to Terminate***" shall mean a Consumer's right to terminate their RPA with Acima at any time without penalty by notifying Acima of the Consumer's decision to terminate their RPA and returning the Merchandise as provided in Paragraphs 72 through 76 below.

34. "***State UDAP Law***" shall mean the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101 et seq.

35. "***Substantive Retailer Training***" shall mean, collectively, (1) Initial Onboarding Retailer Training, (2) Annual Retailer Training, and (3) New Hire Retailer Training, as those terms are defined herein.

36. "***Total Cost***" shall mean the total potential cost of all rental payments under an Acima RPA if the Consumer makes all optional rental renewal payments for the Maximum Time to Ownership.

V. INJUNCTIVE RELIEF

Acima shall be subject to the following injunctive provisions:

Retailer Training

37. Acima shall comply with Paragraphs 38 through 43 of this Judgment ("Retailer Training Provisions") for five (5) years commencing **one hundred fifty (150) days** from the

Effective Date; *provided, however*, that if during such five (5) year period commencing one hundred fifty (150) days from the Effective Date, Acima is adjudicated by a court in any Multistate Working Group state to have violated any Retailer Training Provision set forth in such Multistate Working Group state's Judgment, Acima shall continue to be subject to the Retailer Training Provisions of this Judgment for seven (7) years commencing one hundred fifty (150) days from the Effective Date in all Multistate Working Group states. In the event Acima's obligation to comply with the Retailer Training Provisions is extended from five (5) to seven (7) years pursuant to this paragraph, the Signatory Attorney General obtaining the adjudication triggering the extension shall, as a courtesy, send written notice to Acima and the Multistate Executive Committee within thirty (30) days of the adjudication informing Acima and the Multistate Executive Committee that the additional two (2) year compliance obligation has been triggered; *provided, however*, that failure to provide such written notice shall not alleviate Acima of its obligation to comply for an additional two (2) years. Regardless, at all times Acima shall implement reasonable measures designed to ensure that its Retailers do not misrepresent the material terms and conditions of Acima's RPAs to Consumers and contractually require its Retailers to adhere to those measures.

38. ***Retailer Training***. Acima shall provide each Retailer with, contractually require, and implement reasonable measures designed to ensure that each Retailer undergoes and/or undertakes, Retailer Training, as set forth below. All Retailer Training may be in-person, virtual, pre-recorded, in writing, or any combination thereof, including training and materials posted on the Retailer Portal, as determined by Acima. For the avoidance of doubt, Retailer Training shall not be required for Retailer employees who: (a) do not assist the Retailer's customers in applying for an Acima RPA; (b) do not provide any substantive explanations regarding Acima's RPAs; (c)

do not refer the Retailer's customers to Acima's in-store or remote personnel or to Acima's QR code, app or other technology or to other Acima-created and maintained resources regarding Acima's RPAs; and (d) are not responsible for addressing Consumer concerns or questions regarding Acima's RPAs.

A. ***Option to Require Alternative Retailer Training In Lieu of Substantive Retailer Training***. As an alternative to Substantive Retailer Training, Acima may require Alternative Retailer Training only for Retailers' employees who: (a) do not assist the Retailer's customers in applying for Acima's RPAs; (b) do not provide any substantive explanations regarding Acima's RPAs but instead only refer the Retailer's customers to Acima's in-store or remote personnel or to Acima's QR code, app or other technology or to other Acima-created and maintained resources regarding Acima's RPAs; and (c) are not responsible for addressing Consumer concerns or questions regarding Acima's RPAs; *provided, however*, that Acima may not require Alternative Retailer Training in lieu of Substantive Retailer Training for supervisors of employees whose job responsibilities include directly communicating the potential availability of Acima's RPAs and who provide substantive explanations regarding those RPAs to Retailer's customers.

B. ***Timing of Retailer Training***.

   i. ***Initial Onboarding Retailer Training***. Initial Onboarding Retailer Training for new Retailers enrolled with Acima after the Effective Date shall be conducted prior to the Retailer communicating the potential availability of Acima's RPAs to the Retailer's customers.

ii. ***Annual Retailer Training***. Each Retailer's first Annual Retailer Training shall be conducted within **three hundred sixty-five (365) days** of such Retailer's Initial Onboarding Training, with subsequent Annual Retailer Trainings occurring within **three hundred sixty-five (365) days** of each Retailer's last Annual Retailer Training. With respect to Retailers already enrolled with Acima as of the Effective Date, the first Annual Retailer Training for such Retailers shall be conducted within **one hundred and fifty (150) days** of the Effective Date.

iii. ***New Hire Training***. New Hire Training shall be conducted prior to an applicable newly-hired Retailer employee directly communicating the potential availability of Acima's RPAs and providing substantive explanations regarding those RPAs to the Retailer's customers.

iv. ***Alternative Retailer Training***. Alternative Retailer Training shall be conducted prior to the Retailer employee directly communicating the potential availability of Acima's RPAs to the Retailer's customers, including referring the Retailer's customers to Acima's in-store or remote personnel or to Acima's QR code, app or other technology or other Acima-created and maintained resources regarding Acima's RPAs.

C. ***Reasonable Measures to Verify Retailer Training***. As to all Retailer Training, Acima shall undertake reasonable measures to verify that training is being

conducted in a timely manner (in accordance with Paragraph 38(B)) as represented to Acima, including but not limited to, the following: (1) Acima monitoring applicable Retailers for compliance with Acima's Retailer Training requirements; (2) Acima requiring Retailers to certify in writing (which may include an electronic or other digital communication) their compliance with Acima's Retailer Training requirements; (3) Acima restricting use of the Retailer Portal such that applicable Retailers cannot submit applications on behalf of its customers until the Retailer completes Initial Onboarding Training; (4) Acima restricting use of the Retailer Portal such that applicable newly-hired Retailer employees or supervisors cannot submit applications on behalf of the Retailer's customers until such Retailer employees or supervisors complete New Hire Training; and (5) Acima taking corrective action against non-compliant Retailers.

D. ***Corrective Action As to Retailer Training***. Such corrective action may include, but not be limited to, the following: (a) Acima restricting the use of the Retailer Portal such that an applicable Retailer cannot submit applications on behalf of its customers until the Retailer comes into compliance with the Retailer Training requirements; and (b) Acima terminating its contractual arrangements with applicable Retailers who repeatedly fail to comply with the Retailer Training requirements.

E. ***Retailer Locations***. With respect to Retailers with whom Acima has separate contractual relationships with independently-owned Retailer locations, Acima's reasonable measures and corrective action (if any) may be separately

directed at each specific Retailer location with whom Acima has the contractual relationship. With respect to Retailers who have entered into contractual arrangements with Acima on behalf of more than one Retailer location, Acima's reasonable measures and corrective action (if any) may initially be directed only at each specific Retailer location; *provided, however*, that in the event such Retailer location thereafter fails to comply with Acima's Retailer Training requirements, Acima shall take corrective action as a result of the repeat non-compliant Retailer location against the Retailer with whom Acima has entered into the contractual relationship. Additionally, Acima shall notify, in writing, any such Retailer with whom it has a contractual relationship of the non-compliance of any of its Retailer locations.

39. ***Content of Substantive Retailer Training***. In establishing the content of Substantive Retailer Training, Acima shall address at least the following topics, it being understood that the training shall focus on the general nature of Acima's RPA transactions, rather than actual terms or conditions of any specific RPA transaction for specific Merchandise:

A. Each method Consumers can use to apply for Acima's RPAs.

B. That when assisting Consumers with an application for Acima's RPAs, the Retailer shall not represent to Acima the Retailer's email address or phone number as that of the Consumer and that doing so may result in termination of the Retailer's contractual arrangement with Acima.

C. All main terms and conditions in Acima's RPAs, including but not limited to:

   i. That Acima's RPAs are lease-to-own or rent-to-own agreements, and are not loans, credit or financing transactions;

ii. That pursuant to Acima's RPAs, Consumers' optional rental renewal payments contemplate the Maximum Time to Ownership of 12-months (or more, if applicable under their RPA with Acima), unless Consumers exercise their Right to Terminate or exercise an Early Purchase Option;

iii. An illustration of the Total Cost of the RPAs in relation to the Cash Price, if the Consumer makes all rental renewal payments pursuant to the Maximum Time to Ownership, including an illustration of the renewal payment frequency and how the Consumer can make such payments;

iv. The Early Purchase Options available to Consumers, including (a) the types of Early Purchase Options, (b) when such Early Purchase Options are available, (c) a description of the cost of each type of Early Purchase Option (for example, as to the Early Purchase Options offered at the time of this Judgment, that under the 90-day purchase option, the Consumer would pay the Cash Price plus a charge of $70 within the first 90 days or that under the Early Purchase Option available after 90 days, the Consumer would pay the Cash Price plus leasing costs, with such leasing costs being less than the leasing costs due pursuant to the Maximum Time to Ownership), (d) how Consumers can elect each Early Purchase Option (for example, as to the Early Purchase Options offered at the time of this Judgment, that the Consumer can exercise the 90-day purchase option by increasing the amount of their recurring payments or making additional payments before 90 days, or that the Consumer can exercise the Early Purchase Option by paying 75% of the total remaining periodic lease payments after the first 90

days), (e) an illustration of the cost of each type of Early Purchase Option, and (f) how Consumers may contact Acima to elect each Early Purchase Option;

v. The types of any mandatory, optional or other fees imposed by Acima, other than initial and renewal rental payments, that Consumers may incur pursuant to the RPAs; and

vi. That Consumers have a Right to Terminate pursuant to the RPAs and how Consumers may elect to exercise that right.

D. An overview of the Retailer Portal or other online resource made available to Retailers by Acima, and how to access materials and information on the Retailer Portal.

E. Acima's contact information for Retailer employees to ask questions regarding Acima's RPA transactions or refer Consumers for any such questions.

40. ***Content of Alternative Retailer Training***. In establishing the content of Alternative Retailer Training, Acima shall address at least the following topics:

A. That Acima's RPAs are lease-to-own or rent-to-own agreements, and are not loans, credit or financing transactions;

B. That the Retailer employee receiving the Alternative Retailer Training shall not assist the Retailer's customers in applying for Acima's RPAs;

C. That the Retailer employee receiving the Alternative Retailer Training shall not provide any substantive explanations or attempt to address Consumer concerns or questions regarding Acima's RPAs, but instead shall refer the Retailer's customers to Acima's in-store or remote personnel or to Acima's QR code, app

or other technology or to other Acima-created and maintained resources regarding Acima's RPAs.

41. ***Training Records***. Acima shall require Retailers to maintain records sufficient to identify by first and last name each employee who has completed Substantive Retailer Training and the date of each employee's training and to provide confirmation of such training to Acima upon request; *provided, however,* that if training is provided through the Retailer Portal (or other system utilized by Acima) and if the Retailer Portal or other Acima system retains such records, Retailers shall not be separately required to maintain training records. Acima shall retain training records provided by Retailers or available through the Retailer Portal or other Acima system for at least three years after the date of the training.

42. ***Retailer Portal***. Acima shall make all then-current written or recorded Retailer training materials available in a location that is easily accessible to Retailers, such as the Retailer Portal.

43. ***Updates to Training Materials***. At least annually, Acima shall review its Retailer training materials for compliance with this Judgment and update those materials as necessary to bring them into compliance with this Judgment. If Acima materially changes either its RPA transactions (including but not limited to, the actual RPAs) or its written training materials in between the annual trainings required above such that the existing training no longer accurately reflects the material terms and conditions of Acima's RPA transactions with respect to the Retailer's customers, Acima shall issue a written summary of such changes and make it available on the Retailer Portal or wherever Acima makes its written training materials available to its Retailers. Acima also shall alert applicable Retailers, by e-mail or via the Retailer Portal, that: (1)

changes have been made to Acima's RPA transactions and/or its written training materials, as applicable, and (2) where the written summary is located.

Advertising

44. ***Same as Cash***. Acima's advertising shall not represent, express, or imply that Consumers will only pay the Cash Price pursuant to Acima's RPAs. For the avoidance of any doubt, this paragraph includes (but is not limited to) a prohibition on Acima using the following advertising slogans or phrases in connection with advertising RPAs: "cash option;" "same as cash;" or "no additional fees required;" *provided, however*, that subject to the terms and conditions of Paragraph 45, Acima shall be permitted to advertise "cash option," "same as cash," "no additional fees required," and similar terms when advertising an Early Purchase Option if the Early Purchase Option price does not exceed the Cash Price.

45. ***Early Purchase Options***. Acima's advertising shall not represent, express, or imply that the time to acquire ownership of Merchandise under its RPAs is less than the Maximum Time to Ownership (e.g., 12-24 months), unless the same advertisement Clearly and Conspicuously discloses that any such advertised shorter time period (i.e., less than the Maximum Time to Ownership) requires the Consumer to contact Acima to elect an Early Purchase Option and if a Consumer does not contact Acima to elect an Early Purchase Option, ownership (if desired) will take longer than such advertised shorter time period. Acima will also Clearly and Conspicuously disclose all of the following within such advertisement: (1) the length of the most common Maximum Time to Ownership (e.g., 12-24 months) if the Consumer does not elect an Early Purchase Option or exercise their Right to Terminate; (2) a representative example of the Total Cost of the Maximum Time to Ownership if the Consumer does not elect an Early Purchase Option or exercise their Right to Terminate; (3) how Consumers can elect an Early Purchase Option (e.g.,

by increasing the amount of their recurring payments or making additional payments); and (4) how Consumers may contact Acima to elect an Early Purchase Option; *provided, however*, that Acima's obligations to disclose the aforementioned information in the same advertisement shall not apply to advertisements whereby Acima advertises only the availability of Early Purchase Options without specifying a time period for those options that are shorter than the Maximum Time to Ownership. As to such advertisements, Acima may instead disclose the aforementioned terms and conditions of the Early Purchase Option(s) by Clearly and Conspicuously indicating that terms and restrictions apply (including but not limited to the need for a Consumer to elect such option) and directing the Consumer to the terms of the RPAs or providing a link to further material information about such terms and restrictions.

46. ***Loans/Credit/Financing Transactions***. Acima's advertising shall not represent, express, or imply that its RPAs are loans or credit transactions. For the avoidance of any doubt, this paragraph includes but is not limited to a prohibition on Acima using the phrases "loan" or "credit" in its advertising of RPAs and use of the term "finance" or "financing," unless the same advertisement Clearly and Conspicuously includes the term "rental-purchase," "rent-to-own," "lease-purchase," "lease-to-own," or similar phrases; *provided, however*, that Acima shall be permitted to advertise (1) that its RPAs are *not* a loan, financing or credit transaction; (2) that its RPAs do *not* require Consumers to use credit to finance an upfront purchase; and (3) no long term obligation is created; *provided, however*, that in any such advertisements pursuant to clauses (1) and (2) immediately above in this paragraph, Acima shall also Clearly and Conspicuously disclose that Acima obtains information from Consumer Reporting Agencies in connection with Acima's lease application process, if Acima in fact intends to do so.

47. ***Debt***. Acima's advertising shall not represent, express, or imply that its RPAs do not have the potential to create debt or do not create debt; *provided, however*, that Acima shall be permitted to advertise (1) that its RPAs are *not* a loan, financing or credit transaction; (2) that its RPAs do *not* require Consumers to use credit to finance an upfront purchase; and (3) no long term obligation is created; *provided, however*, that in any such advertisements pursuant to clauses (1) and (2) immediately above in this paragraph, Acima shall also Clearly and Conspicuously disclose that Acima obtains information from Consumer Reporting Agencies in connection with Acima's lease application process, if Acima in fact intends to do so.

Disclosing the Terms of RPAs

48. With respect to disclosures set forth in Paragraphs 49 through 53, Acima shall make such disclosures in accordance with the standard(s) set forth in the Rental-Purchase Agreement Act; *provided, however*, that in all cases with respect to the disclosure of any terms and conditions required by the Rental-Purchase Agreement Act to be disclosed to Consumers, Acima shall not make such disclosures in a manner that obscures those terms and conditions from the Consumer's view (e.g., via pop-up boxes or other similar methods).

49. ***Pre-Execution Disclosures***. Acima shall disclose all terms of its RPAs that must be disclosed to Consumers before Consumers execute their RPA in the manner required by the Rental-Purchase Agreement Act. Acima shall make such disclosures in a form that the Consumers can readily retain; specifically, if made electronically, via an e-mail or text message directed to the Consumer's email address or cell phone number provided by the Consumer on the Consumer's application, which may include a link to download the RPA.

50. ***Pre-Execution Review***. Acima is prohibited from using any practice or method that would allow Consumers to electronically sign RPAs without having the RPA actually be presented to the Consumer in advance of signing.

51. ***E-Version of Signed RPA***. Acima shall provide Consumers with an electronic version of their executed RPAs promptly following execution by attaching the executed RPA to an e-mail directed to the Consumer's email address provided by the Consumer on the Consumer's application to Acima or sending the executed RPA via a link in a text message to the Consumer's cell phone number provided by the Consumer on the Consumer's application to Acima. In addition to an e-mail or text message (but not in lieu thereof), Acima may provide the Consumer with access to the executed RPA via the Acima mobile application or by e-mailing a link to the executed RPA on the Customer Portal.

52. ***Pre-Execution Disclosure of Total Cost***. Acima shall disclose the Total Cost of its RPAs in accordance with the Rental-Purchase Agreement Act. For the avoidance of any doubt, this paragraph requires that in any disclosure by Acima of the cost to acquire ownership of the Merchandise to a Consumer before execution of such Consumer's RPA, Acima shall disclose the Total Cost to such Consumer more prominently than any other lower cost such Consumer may incur under an Early Purchase Option. For the avoidance of any doubt, if Acima discloses the Total Cost and any other potential lower costs via a list format, Acima may comply with this paragraph by listing the Total Cost prior to any other potential lower cost under an Early Purchase Option, as long as the Total Cost is otherwise at least just as visible to the Consumer as the lower cost(s) (e.g., in at least the same font size and not obscured by pop-ups).

53. ***Post-Execution Display of Remaining Total of Payments***. In any disclosure by Acima of the remaining cost to acquire ownership of the Merchandise after execution of such

Consumer's RPA, Acima shall disclose the remaining Total Cost at least as prominently as any other remaining cost available to the Consumer pursuant to an Early Purchase Option.

Content of RPAs

54. ***RPA Act Compliance***. Acima shall comply with all provisions of the Rental-Purchase Agreement Act as applicable to the particular Consumer and transaction, including, but not limited to, the following:

A. Any limitation on the cost of lease services;

B. The disclosure of the Cash Price in connection with RPAs;

C. Any required itemization of certain amounts and charges in connection with RPAs;

D. Any requirements as to font size and type of certain disclosures in connection with RPAs;

E. Any requirement to include an Early Purchase Option or lease renewal payment chart to accompany the RPA;

F. Any prohibitions on containing certain provisions in RPAs; and

G. Any requirement to stamp or affix certain "price tag" disclosures to the Merchandise; *provided, however*, that to the extent permitted by the Rental-Purchase Agreement Act and in accordance with the requirements thereof, Acima may satisfy such requirements by making such disclosures through an electronic or digital format directed to the Consumer's email address or cell phone number provided by the Consumer on the Consumer's application before presentation of the RPA.

55. ***Prohibition on Marking Up the Cash Price***. The Acima Cash Price shall be either less than or equal to (but not greater than) the Cash Price of such Merchandise. To the extent a Rental-Purchase Agreement Act places a cap on the Total Cost or cost of lease services in relation to the cash price, such cap shall be determined using the Acima Cash Price.

56. ***Right to Terminate; Returns Process***. Acima's RPAs shall disclose that a Consumer can terminate their RPA at any time without penalty in accordance with the terms of the RPAs by contacting Acima at a designated phone number, e-mail, online chat link or other designated method (as specified in the RPAs) to initiate the termination and returns process and by returning the Merchandise as provided by their RPA with Acima and in compliance with Paragraphs 72 through 76 below.

Credit Rating Representations and Credit Reporting Practices

57. ***Impact of RPAs, Payments and Applications***. Acima shall not misrepresent, expressly or impliedly, how Consumers' RPA transactions or related applications with Acima affect Consumers' Credit Rating including but not limited to:

A. Acima shall not misrepresent to Consumers or Retailers, expressly or impliedly, how making timely rental payments to Acima will affect a Consumer's Credit Rating; and

B. Acima shall not misrepresent to Consumers or Retailers, expressly or impliedly, how submitting an RPA application to Acima will affect a Consumer's Credit Rating as published by a Consumer Reporting Agency.

58. ***Credit Rating Increases***. Acima shall not represent, express, or imply that using Acima's RPA transactions helps Consumers increase their Credit Rating; *provided, however*, that this restriction shall not apply to any accurate communications to Consumers with respect to any

appropriately licensed (if required by applicable law) non-RPA transactions that may be offered by Acima or its affiliates from time to time.

59. ***Credit Repair.*** Acima shall not represent, express, or imply that it can or will perform a service for the purpose of improving or repairing a Consumer's Credit Rating; *provided, however*, that this restriction shall not apply to any accurate communications to Consumers with respect to any appropriately licensed (if required by applicable law) non-RPA transactions that Acima or its affiliates may offer from time to time.

60. ***CRA Reporting***. For RPAs originated after the Effective Date, Acima shall not report to Equifax, Experian, and TransUnion for five (5) years commencing **sixty (60) days** from the Effective Date; *provided, however*, that Acima shall be permitted to provide Consumers' RPA transaction data to specialty data firms, including without limitation affiliates of Equifax, Experian, and TransUnion such as Clarity and DataX, in compliance with any applicable laws. In the event Acima resumes reporting RPAs to Equifax, Experian, or TransUnion following five (5) years from the implementation of this paragraph, Acima shall adopt reasonable policies and procedures concerning the accuracy and integrity of information it furnishes to Equifax, Experian, or TransUnion, including but not limited to (1) policies and procedures that contain provisions intended to ensure that Acima furnishes accurate information, including the accurate amount accrued on a Consumer's RPA based on unpaid renewal payments and fees while the Consumer has actually possessed the Merchandise without invoking the Right to Terminate; and (2) policies and procedures that reasonably address Consumers' disputes and do not merely refer Consumers with credit reporting complaints to the Credit Reporting Agencies if the complaint relates to an issue with Acima's credit reporting practices.

61. ***Conflicts with FCRA Requirements***. Notwithstanding the foregoing, it is not the Parties' intent that any provision herein shall be construed to prohibit Acima from providing disclosures required by the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq*. or its implementing regulations, 16 C.F.R. §§ 602.1 *et seq*. (collectively, "***Fair Credit Reporting Act***"). In the event that Acima believes, in good faith and based on the advice of legal counsel, that a conflict exists between its obligations under this Judgment and the Fair Credit Reporting Act, Acima must notify the Multistate Executive Committee of the alleged conflict, stating with specificity the provisions of this Judgment and the Fair Credit Reporting Act that Acima believes conflict. The Multistate Executive Committee shall respond in writing to Acima's notification of the alleged conflict within a reasonable time. In the interim, Acima shall continue to comply with the terms of this Judgment to the extent possible. If an agreement is reached between Acima and the Multistate Executive Committee that a modification of the Judgment is warranted, the Parties shall petition the Court to modify this Judgment accordingly. If within **sixty (60) days** of the Multistate Executive Committee's receipt of the request, Acima and the Multistate Executive Committee fail to reach an agreement as to whether a modification is warranted, Acima may petition the Court to modify this Judgment accordingly. In the event Acima petitions the Court for a modification, each Signatory Attorney General's office reserves the right to contest the petition.

Servicing of RPAs

62. Acima shall comply with Paragraphs 63, 65, 66, 67, and 68 of this Judgment for ten (10) years commencing **sixty (60) days** following the Effective Date. However, at all times Acima shall maintain reasonable measures designed to ensure that: (1) Merchandise is delivered in a timely manner or, if not, the Consumer is permitted to terminate their RPA and obtain a refund

for any rental payments made by the Consumer to Acima for use of Merchandise that was never delivered; (2) Acima repairs or replaces Merchandise damaged at the time of delivery in a timely manner or, if not, the Consumer is permitted to terminate their RPA and obtain a refund for any rental payments made by the Consumer to Acima for use of the damaged Merchandise, unless the Consumer is offered and accepts a promotional offer; (3) to the extent it is required by the Rental-Purchase Agreement Act, Acima repairs or replaces Merchandise damaged during the term of the RPA in a timely manner or, if not, the Consumer is permitted to terminate their RPA and obtain a refund for any rental payments made by the Consumer to Acima for use of the Merchandise while it was damaged, unless the Consumer is offered and accepts a promotional offer; and (4) Acima proceeds with processing the Consumer's termination of their RPA and refund under the terms of this paragraph when the Consumer declines a promotional offer or ceases negotiations over a promotional offer.

63. ***Late Deliveries.*** For Consumers whose Merchandise is scheduled for delivery by the Retailer or other delivery service after entering an RPA with Acima and the Merchandise is not delivered as scheduled, Acima shall maintain and implement policies and procedures for Consumers to contact Acima and for Acima to (1) confirm such Consumers receive the Merchandise within a reasonable period after the originally scheduled delivery date as communicated to the Consumer, and/or (2) in the instance delivery is not made within a reasonable period after the originally scheduled delivery date, Acima shall offer the Consumer the option to terminate the RPA with respect to such item of Merchandise and to receive a refund of any rental payments (including but not limited to any initial payment) made by the Consumer to Acima with respect to such item of Merchandise. Acima shall be permitted to charge an initial rental payment prior to delivery; *provided, however*, that Acima discloses in its RPAs that Consumers are entitled

to a refund of the initial payment (and any other rental payments made) in the event the Consumer elects to terminate the RPA because delivery is not made within a reasonable period after the originally scheduled delivery date; and *provided further, however*, that Acima shall not be obligated to terminate an RPA in the instance where the Consumer requests to terminate the RPA while the Merchandise is already in transit to the Consumer and the Consumer fails to return any Merchandise ultimately delivered to the Consumer pursuant to the terms and conditions set forth in Paragraphs 72 and 73 below. Acima shall not charge renewal payments pursuant to RPAs until at least 50% of all Merchandise that is the subject of the RPA is actually delivered or otherwise in the Consumer's possession, or the RPA is amended (with the Consumer's consent) to remove any undelivered item from the transaction. To the extent only a portion of the Merchandise is delivered, and the remainder is not delivered as scheduled, such late delivery shall be handled by Acima as provided for in this paragraph.

64. ***Attestation to Condition of Merchandise.*** Acima shall not require the Consumer to attest to the condition of Merchandise before the Consumer has had the opportunity to inspect it.

65. ***Merchandise Damaged At Time of Delivery***. For Consumers whose Merchandise is delivered by the Retailer or other delivery service after entering an RPA with Acima, Acima shall provide such Consumers **three (3) days** to inspect the Merchandise upon delivery and report to Acima if the Merchandise is not in the condition as specified in the RPA or has any damage at the time of delivery that requires repair or replacement. When any damaged item of Merchandise is reported by a Consumer to Acima as provided above, Acima will repair or replace the Merchandise within **fifteen (15) days** of being notified by the Consumer; *provided, however*, that in the event the Consumer fails to provide Acima with the right of access to such damaged

Merchandise upon Acima's request, between the hours of 9 a.m. and 5 p.m. local time on a business day or at such other time mutually-agreed upon by the Consumer and Acima, for the completion of the repair or replacement via pick-up by Acima or a designated third party or at the Consumer's residence, within such **fifteen (15) day** period, Acima shall repair or replace the Merchandise within **fifteen (15) days** of the Consumer providing Acima with the right of access to such damaged Merchandise between the hours of 9 a.m. and 5 p.m. local time on a business day or at such other time mutually-agreed upon by the Consumer and Acima, for the completion of the repair or replacement via pick-up by Acima or a designated third party or at the Consumer's residence (assuming the Consumer in fact provides such right of access). If such repair or replacement is not made within the applicable **fifteen (15) days** despite such Consumer having provided the right of access to the Merchandise as provided above, Acima shall terminate the RPA pursuant to Paragraph 68(A) unless the Consumer is offered and accepts a promotional offer by Acima, as provided for in Paragraph 67.

66. ***Merchandise Repairs During RPA***. After the Consumer takes possession of the Merchandise, Acima shall maintain the Merchandise in good working order over the course of the RPA to the extent required by the Rental-Purchase Agreement Act and in accordance with the terms of the applicable Consumer's RPA. To the extent Acima is responsible for repairing an item of Merchandise for a Consumer pursuant to either the Rental-Purchase Agreement Act or RPA, and such repair cannot be made within a reasonable period of time following the Consumer's notice to Acima of the need for the repair and the Consumer providing Acima with the right of access to such Merchandise upon Acima's request between the hours of 9 a.m. and 5 p.m. local time on a business day or at such other time mutually-agreed upon by the Consumer and Acima, for the completion of the repair or replacement via pick-up by Acima or a designated third party

or at the Consumer's residence, Acima shall (1) temporarily substitute the Merchandise with one of comparable quality and condition while repairs are being completed or (2) permanently replace the Merchandise with an item equivalent to the Merchandise as of the date the RPA was executed. If a repair or replacement is not provided within **forty-five (45) days** of the Consumer's notice to Acima of the need for a repair or replacement and the Consumer providing Acima with such right of access to the Merchandise for the completion of the repair or replacement, Acima shall terminate the RPA pursuant to Paragraph 68(B) unless the Consumer is offered and accepts a promotional offer by Acima, as provided for in Paragraph 67.

67. ***Promotional Offers for Damaged Merchandise***. If Acima does not repair or replace damaged Merchandise in a timely manner pursuant to the terms of Paragraphs 63, 65 or 66, Acima may offer the Consumer no more than one promotional offer with respect to the Merchandise in need of repair or replacement, which may be accepted or declined by the Consumer in his or her sole discretion. Such promotional offer may consist of multiple potential benefits offered at the same time to a Consumer.

68. ***Termination of RPAs for Failure to Repair or Replace Damaged Merchandise in a Timely Manner***. If Acima does not repair or replace damaged Merchandise in a timely manner pursuant to the terms of Paragraphs 65 or 66 and either (a) the Consumer declines Acima's promotional offer or (b) Acima does not make a promotional offer, Acima shall:

A. With respect to Merchandise damaged at the time of delivery, if a Consumer has timely reported that the Merchandise was damaged at the time of delivery, and has promptly provided Acima with the requested right of access to such damaged Merchandise for the completion of the repair or replacement as provided for under Paragraph 65, Acima shall terminate the RPA without any

further liability of the Consumer to Acima, arrange for the return of the damaged Merchandise pursuant to the RPA and refund any rental payments made by the Consumer to Acima with respect to the damaged Merchandise.

B. With respect to Merchandise requiring repair during the course of an RPA, to the extent Acima is responsible for repairing an item of Merchandise pursuant to either the Rental-Purchase Agreement Act or RPA and the Consumer has notified Acima of the need for the repair or replacement and provided Acima with the requested right of access to such Merchandise for the completion of the repair or replacement as provided for under Paragraph 66, Acima shall terminate the RPA without any further liability of the Consumer to Acima other than to return the Merchandise pursuant to the RPA (consistent with Paragraphs 72 through 76) and to pay any past due rental payments or other amounts accrued while the Merchandise was in good working order; *provided, however*, that Acima shall not require Consumers to pay any such overdue payments as a condition precedent to the termination. In connection with such termination, Acima shall refund any rental payments made by the Consumer to Acima pursuant to the RPA with respect to such item of Merchandise while the Merchandise was not in good working order.

69. ***Certain Restrictions Regarding Repairs***. Subject to the Rental-Purchase Agreement Act, to the extent Acima is responsible for repairing an item of Merchandise for a Consumer:

A. Acima shall not instruct a Consumer to ask a Retailer to repair or replace the Merchandise. Acima, as the owner of the Merchandise, shall contact the

Retailer or other repair or replacement entity or person, to repair or replace the Merchandise; *provided, however*, that the Consumer assists as necessary with the reasonable requests of Acima in the course of resolving the repair or replacement by participating in joint calls and other communications with Acima and, as needed, the Retailer.

B. Acima shall make repairs or replacements without charging or assessing any fee or penalty to the Consumer.

70. ***Change Payment Methods***. Acima shall allow a Consumer to change their payment method by contacting Acima at least **three (3) business days** before the next payment date and providing a valid alternative method of payment at such time.

71. ***Repossessions for Defaults***. Acima shall not represent, express, or imply to Consumers that non-payment under an RPA will result in the seizure, attachment, or sale of any Merchandise unless: (1) such action is lawful and (2) Acima intends to take such action. For the avoidance of any doubt, this paragraph includes (but is not limited to) a prohibition on Acima using the terms "repossession," "repossess," "legal proceedings," or "court action" in its collections communications to delinquent Consumers unless seizure, attachment, or sale of the Merchandise is lawful and Acima intends to take such action.

Right to Terminate; Return Options

72. ***Disclosure to Consumers***. Acima shall disclose to Consumers in the executed RPA the method to contact Acima at a designated phone number, e-mail, online chat link or other designated method to initiate the termination and returns process. Acima shall also disclose to Consumers, in the executed RPA, the Customer Portal, and/or other method reasonably designed and implemented to communicate to a Consumer who has signed an RPA with Acima, the manner

in which such Consumer may exercise his or her Right to Terminate and options to return the Merchandise in connection with such a termination. Return options may include:

A. For smaller Merchandise that can be readily shipped by a Consumer, shipping to Acima (or another location designated by Acima) with a prepaid shipping label provided by Acima;

B. For Merchandise that cannot be readily shipped by a Consumer, pick-up of the Merchandise by Acima, by a local Rent-A-Center store, or by a third-party service retained by Acima, to the extent such pick-ups are available in the local area, subject to the Consumer scheduling the pick-up from the Consumer's address as listed on its account with Acima or other mutually agreed-upon location and, upon Acima's request, making the Merchandise readily available for pick-up at the designated time and location; *provided, however*, that if Acima or such third-party is unable to pick up the applicable Merchandise within **fifteen (15) days** of the Consumer exercising his or her Right to Terminate and provided that the Consumer made the Merchandise readily available for pick-up upon Acima's request, the Merchandise shall be deemed returned and the RPA terminated;

C. Drop-off at a Rent-A-Center store during business hours;

D. The Consumer's acceptance of a promotional offer by Acima whereby the Consumer elects to obtain early ownership of the Merchandise rather than physically return the Merchandise; and/or

E. Additional options that may be provided by Acima to Consumers from time to time including, where appropriate, allowing the Consumer to obtain ownership of the Merchandise without any obligation to make future rental payments.

In cases where (i) the Consumer has affirmatively and expressly disclosed a good faith basis for their inability to return the Merchandise as provided above in connection with the Consumer's decision to terminate their RPA, (ii) the Consumer cannot readily ship or drop off the Merchandise as indicated above, (iii) Acima, Rent-A-Center or a third-party service retained by Acima is unable or otherwise fails to pick up the Merchandise as indicated in Paragraph 72(B) despite the Consumer making the Merchandise available for pick up as provided in Paragraph 72(B), and (iv) the Consumer declines a promotional offer by Acima in his or her sole discretion, then the Merchandise shall be deemed returned and the RPA terminated.

73. ***No Restrictions on Termination***. Acima shall not mislead Consumers about their Right to Terminate and shall not prevent or limit a Consumer's Right to Terminate. In connection with a Consumer's request for, or inquiry concerning, a termination, Acima shall be permitted to communicate to such Consumer one promotional offer that may involve the Consumer acquiring ownership of the Merchandise at a promotional price or Acima agreeing to modify, reduce or defer rental payments with the Consumer. For the avoidance of doubt, unless the Consumer accepts, expresses an interest in, or engages in negotiations over, that promotional offer, Acima shall not make more than one promotional offer (which may consist of multiple potential benefits within that one offer) to the Consumer in response to a request for, or inquiry concerning, a termination. In the instance that a Consumer declines such offer or ceases negotiations over a promotional offer(s), Acima shall proceed with processing the Consumer's RPA termination request and

facilitating the return of the Merchandise. When communicating any promotional offer, Acima shall also reiterate the Consumer's Right to Terminate.

74. ***Overdue Payments***. Acima shall not require Consumers to pay any overdue payments and/or fees under their RPA as a condition precedent to Consumers exercising their Right to Terminate their RPAs; *provided, however*, the Multistate Working Group acknowledges that Consumers may be liable for any overdue payments and/or fees accrued before the Consumer exercised their Right to Terminate; and *provided further*, however, that the Multistate Working Group acknowledges the Consumer should act in good faith to return the Merchandise as provided for in Paragraph 72 above unless an exception provided therein applies.

75. ***Processing Termination Decisions***. If a Consumer exercises his or her Right to Terminate and return the Merchandise, or alternatively, declines, in his or her sole discretion, any promotional offer extended by Acima and exercises his or her Right to Terminate and return the Merchandise, Acima shall promptly address the return request and notify the Consumer of the applicable time period(s) for their return of the Merchandise. Acima shall temporarily pause the accrual of any further rental payments as of the date the Consumer exercises his or her Right to Terminate to allow the Consumer to complete the termination and return process; *provided, however*, if the Consumer does not timely return the Merchandise pursuant to the return options specified in Paragraph 72 and the Merchandise is not otherwise deemed returned pursuant to Paragraph 72, then after **fourteen (14) days** of pausing the accrual, Acima shall be permitted to continue the accrual of rental payments and any other fees under the RPA as if the Consumer had not exercised his or her Right to Terminate the RPA and return the Merchandise.

76. ***Return of Merchandise via Pick-Up***. If Acima represents that it has a pick-up option in the Consumer's area for the return of Merchandise, Acima must honor that

representation, including by picking up the applicable Merchandise from the Consumer at the Consumer's address as noted on its account with Acima, subject to the requirements of Paragraph 72.

EFT Pre-Authorization

77. To the extent Acima seeks a Consumer's pre-authorization of any type of automatic payment for purposes of making payments under an RPA, Acima shall Clearly and Conspicuously disclose the following information to Consumers who enter an RPA with Acima, as part of the RPA execution process:

A. That the Consumer is pre-authorizing an electronic fund transfer, or any other form of automatic payment(s), for purposes of making payments under the RPA;

B. That the Consumer can revoke their authorization of electronic fund transfers at any time; and

C. How the Consumer can revoke their authorization or otherwise change or update their payment methods for payments under an RPA.

As part of the RPA execution process, Acima shall require that the Consumer separately acknowledge the above-referenced disclosures by electronically or manually placing their initials or signature in immediate proximity to the disclosures. Acima may require one initial or signature for all of the above-referenced disclosures.

Miscellaneous Injunctive Relief

78. Consistent with their ownership of the equity interests in Acima Digital, LLC and Acima Holdings, LLC, Parents shall exercise their control of Acima in a manner consistent with Acima's obligations under this Judgment.

79. To the extent that after the Effective Date Acima offers any non-RPA product governed by the Truth in Lending Act and its implementing regulation, Regulation Z, Acima shall comply with the aforementioned state and federal consumer protection laws with respect to their advertising, offering, sale, disclosures, and/or servicing of that product, as well as the interest rate charged.

VI. MONETARY RELIEF

80. ***Total Payment***. Acima shall pay a total amount of **$53.5 million** to the Multistate Working Group ("***Total Payment***"), consisting of the following: (a) a Multistate Payment, as set forth below in Paragraph 81; and (b) a Restitution Payment, as set forth below in Paragraph 82.

81. ***Multistate Payment***. Acima shall pay **$10.5 million** to the Multistate Working Group ("***Multistate Payment***"), which shall be divided and a portion paid by Acima directly to the Attorney General's Office of each member of the Multistate Working Group in amounts to be designated by and in the sole discretion of the Multistate Executive Committee. Payments to each Multistate Working Group state's Attorney General shall be made within **thirty (30) calendar days** of Acima's receipt of written processing instructions from the Signatory Attorney General. Said payment shall be used by the Multistate Working Group at the sole discretion of each Attorney General of the Multistate Working Group for any lawful purpose.

82. ***Restitution Payment***. No later than **thirty (30) calendar days** after the Effective Date, Acima shall pay **$43 million** to a trust account for a settlement administrator selected by the Multistate Executive Committee for the purpose of remediating alleged Consumer losses ("***Restitution Payment***"). The Multistate Executive Committee shall have sole discretion concerning the Consumers entitled to restitution and the nature and amounts of such restitution, including but not limited to the discretion to redistribute restitution funds available from uncashed checks and/or to permit restitution funds available from uncashed checks to revert to the Multistate

Working Group as an additional Multistate Payment, as set forth below in this paragraph. Acima agrees to provide the Multistate Executive Committee and/or settlement administrator with information the Multistate Executive Committee deems necessary to determine which Consumers are entitled to restitution, the amount of such restitution, and how to locate Consumers entitled to restitution including, but not limited to, providing the Consumer's name, last known address, last known contact information, social security number, and lease identification number. To the extent the Multistate Executive Committee requests that Acima provide Consumers' social security numbers or any other regulated personally identifiable information pursuant to this provision, the Multistate Executive Committee represents to Acima that it and/or its settlement administrator will comply with any state and/or federal laws applicable to their handling of such personally identifiable information. The Multistate Executive Committee also will request that the settlement administrator, after it has completed the distribution of restitution funds to Consumers and the trust account for the settlement administrator is closed, destroy any consumer data it obtained from the Multistate Working Group and/or Acima. After the Multistate Executive Committee has, in its sole discretion, determined that the distribution of restitution to Consumers (including any potential redistribution of restitution funds from uncashed checks) has been completed, any remaining funds from uncashed (and void) checks shall be distributed by the Multistate Executive Committee to the Multistate Working Group as an additional Multistate Payment in amounts to be designated by, and in the sole discretion of, the Multistate Executive Committee. Said payment shall be used by the Multistate Working Group for any lawful purpose, at the sole discretion of each Attorney General of the Multistate Working Group, as set forth in Paragraph 81.

83. ***Settlement Administrator Costs***. In addition to the Total Payment, Acima shall separately pay up to an additional $700,000 to a trust account for the settlement administrator's

costs ("***Settlement Administrator's Costs***"). Should the Settlement Administrator's Costs not reach $700,000, the remaining funds in that trust account shall revert to Acima.

84. ***Lease Balance Reduction***. In addition to the Total Payment and Settlement Administrator's Costs, within **thirty (30) days** of the Effective Date, Acima shall reduce the aggregate balances of the following delinquent lease-to-own accounts of the Consumers residing in the Multistate Working Group by **$130 million**: (1) Accounts to which Acima assigned a status of "return initiated, charged off" on or before December 31, 2025, and with respect to which the RPAs were entered into on or after January 1, 2022 and as to which Consumers have paid Acima less than 95% of the Cash Price; (2) Accounts to which Acima assigned a status of "charged off" on or before December 31, 2025, and reported the default to Experian and with respect to which the RPAs were entered into between February 1, 2022 and June 30, 2022 and as to which consumers have paid Acima less than 95% of the Cash Price; and (3) Accounts to which Acima assigned a status of "charged off" on or before December 31, 2025, and with respect to which the RPAs were entered into on or after January 1, 2022 and as to which Consumers have paid Acima at least 95% of the Cash Price. Acima shall reduce the balances of such accounts to zero. With respect to the aforementioned balance reductions, Acima shall waive all rights with respect to the Merchandise and provide these Consumers with immediate ownership of such Merchandise on an as-is, where-is basis without any further rental or other payments due by such Consumers and without Acima owing any further obligations to such Consumers with respect to such Merchandise. Acima shall treat the impacted leases as disputed debt and within **sixty (60) days** of the Effective Date, Acima shall contact each Consumer Reporting Agency to whom it has reported any leases whose balances have been reduced to zero pursuant to this paragraph, report the debt as disputed and request that the associated tradeline be removed from the Consumer's

credit report. Acima shall provide Consumers who are the beneficiaries of the aforementioned account balance reductions with written notice of the balance reductions using the language set forth in Exhibit A to this Judgment. The notice may be provided via electronic mail to the Consumer's most recent email address provided to Acima, or, if no such email address exists, by mail to the Consumer's most recent home address associated with its account with Acima. Within **sixty (60) days** of the Effective Date, Acima shall provide the Multistate Executive Committee with spreadsheets for each of the Multistate Working Group states listing the state's residents who are the beneficiaries of the lease balance reduction set forth in this paragraph. Specifically, Acima shall include the following information pertaining to the accounts of impacted Consumers in said spreadsheets: (1) the Consumer's first and last name; (2) the Consumer's full address; (3) the Consumer's phone number and email address; (4) the Retailer's name; (5) the Retailer's address; and (6) the amount of the lease balance reduction pursuant to this paragraph. Acima agrees to, and authorizes, the Multistate Executive Committee to share each of the aforementioned state-specific spreadsheets with the respective Multistate Working Group state to which the spreadsheet corresponds. Acima hereby warrants and represents that since May 29, 2026, it has not demanded or had a third-party demand on its behalf, and will not so demand or have a third-party demand on its behalf, payments from the impacted Consumers on the lease accounts subject to a balance reduction under this paragraph. If any impacted Consumer on the lease accounts subject to a balance reduction makes a payment on such an account after May 29, 2026, Acima agrees to undertake all reasonable efforts to refund such payment to the Consumer. Such reasonable efforts to refund payments shall include, but not be limited to, the following: (1) refunding the payment to the Consumer by the method used by the Consumer to make such payment; (2) initiating an ACH credit to the Consumer's last-known bank account or initiating a credit to the Consumer's

last-known credit card account; or (3) if such refund or credit is rejected or cannot be made pursuant to options (1) and (2), mailing a check to the Consumer's current residential address once such address is identified by Acima using a skip-tracing process.

VII. RELEASE

85. By execution of this Judgment and following a full and complete payment of the sums provided by Paragraphs 80 through 84 herein, the Signatory Attorney General releases and discharges, to the fullest extent permitted by law, the Released Parties from the Released Claims; *provided, however*, that Parents are released from the Released Claims solely as to their ownership and control of Acima Digital, LLC and Acima Holdings, LLC with respect to the Covered Conduct occurring before or as of the Effective Date.

86. Notwithstanding any term of this Judgment, the following do not comprise Released Claims:

A. Private rights of action, including any claims consumers have or may have on an individual or class basis under the State UDAP Law or Rental-Purchase Agreement Act against any person or entity, including Acima;

B. Claims of environmental or tax liability;

C. Criminal liability;

D. Claims for property damage;

E. Claims alleging violations of state, local, or federal securities laws;

F. Claims alleging violations of state, local, or federal antitrust laws;

G. Any other civil or administrative liability that any person or entity, including the Defendants, has or may have to the State and any subdivision thereof, not covered by the release in Paragraph 85;

H. Any obligations created under this Judgment; and

I. Any claims, other than the Released Claims.

VIII. COMPLIANCE

87. ***Transition Period to Implement***. It is understood and agreed by the Parties that the injunctive provisions in this Judgment may require product development, software engineering, marketing, operations and other business changes by Acima, which may require a reasonable transition time after the Effective Date. Acima will therefore have **sixty (60) days** after the Effective Date to implement the injunctive provisions of this Judgment, except as to the following injunctive provisions: (1) Acima shall have **ninety (90) days** after the Effective Date to implement Paragraphs 38(A)-(B)(i), 38(B)(iii)-43, and 45 through 47 except as to replacing pre-existing physical marketing materials in Retailer locations; and (2) Acima shall have **one hundred and fifty (150) days** after the Effective Date to implement Paragraphs 38(B)(ii) and Paragraphs 45 through 47 solely as it pertains to replacing pre-existing physical marketing material in Retailer locations, or, if not sufficient for one or more identified items, Acima may request, in writing, additional time from the Multistate Executive Committee.

88. ***Compliance Reports.*** Acima shall prepare reports documenting its compliance with the injunctive provisions in this Judgment and shall conduct annual compliance reviews (which may be performed by in-house personnel) addressing the components listed below in connection with preparing each compliance report. For each annual review period, Acima shall also provide the final compliance report to the Multistate Executive Committee, which shall include the results in reasonable detail of the compliance reviews, including (but not limited to) the following: (1) the number of samples reviewed for each of the below-referenced materials requiring a statistically significant random sampling to be reviewed; (2) how the statistically significant random samples were selected; (3) for each category of materials listed below, how

many items (if any) were found to be out of compliance with Acima's obligations under this Judgment; and (4) an explanation of why such items (if any) were out of compliance. The final compliance report for each annual review period shall also include a statement summarizing, in reasonable detail, how Acima monitored Retailers for compliance with the Retailer Training requirements of this Judgment during the annual review period and a summary of the results of such monitoring. The final compliance report for each annual review period shall also include a statement of whether, to the knowledge of Acima based on the results of its compliance reviews, Acima has complied in all material respects with the injunctive provisions in this Judgment during the annual period reviewed and, if not, describing any exceptions and the actions taken or to be taken to remedy such exceptions. The first compliance report shall be provided to the Multistate Executive Committee **four hundred fifty-five (455) days** after the Effective Date and shall relate to Acima's compliance during the first year following Acima's implementation of the injunctive provisions of this Judgment. Two additional compliance reports shall be provided to the Multistate Executive Committee thereafter at one-year intervals following production of the initial compliance report, and shall relate to Acima's compliance during the second and third years following implementation (respectively), unless the parties agree in writing to a different schedule.

89. ***Materials To Be Reviewed by Acima***. The aforementioned reviews shall include a review of the following materials utilized during or otherwise relating to the annual review period for compliance with this Judgment:

A. All versions of Acima's website utilized during the annual review period;

B. Acima's point of purchase advertising materials distributed to any Retailers (including independently-owned locations) located in any Multistate Working

Group state by Acima during the annual review period, including but not limited to banners, posters, and brochures;

C. All templates of Acima's email communications directed to Consumers residing in any of the Multistate Working Group states promoting Acima's RPAs in use by Acima during the annual review period;

D. All advertising slogans used by Acima during the annual review period;

E. A statistically significant random sampling of any other advertising materials not separately identified above used by Acima during the annual review period;

F. All versions of any web flow(s) utilized by Acima during the annual review period to make disclosures to Consumers electronically;

G. All versions of Acima's Customer Portal used during the annual review period;

H. A statistically significant random sampling of RPAs with Consumers residing in any of the Multistate Working Group states and/or with Consumers who entered into an RPA with Acima at or through a Retailer located in any of the Multistate Working Group states, used by Acima during the annual review period;

I. A statistically significant random sampling of complaints made against Acima by Consumers residing in any of the Multistate Working Group states and/or by Consumers who entered into an RPA with Acima at or through a Retailer located in any of the Multistate Working Group states, through the Better Business Bureau or the Offices of Attorney General for the Multistate Working Group states during the annual review period;

J. A statistically significant random sampling of call recordings of phone calls with Consumers residing in any of the Multistate Working Group states and/or with Consumers who entered into an RPA with Acima at or through a Retailer located in any of the Multistate Working Group states, recorded during the annual review period, including at least 25 samples involving requests to return or surrender Merchandise;

K. A statistically significant random sampling of chat communications with Consumers residing in any of the Multistate Working Group states and/or with Consumers who entered into an RPA with Acima at or through a Retailer located in any of the Multistate Working Group states, during the annual review period, including at least 25 samples involving requests to return or surrender Merchandise;

L. All templates of Acima's collections communications directed to Consumers residing in the Multistate Working Group states and/or Consumers who entered into an RPA with Acima at or through a Retailer located in any of the Multistate Working Group states, used during the annual review period;

M. All of Acima's credit reporting guidelines, policies, or procedures to the extent Acima reported RPA transactions of Consumers residing in any of the Multistate Working Group states and/or Consumers who entered into an RPA with Acima at or through a Retailer located in any of the Multistate Working Group states, to any Consumer Reporting Agencies during the annual review period as provided herein;

N. All Retailer Training materials used during the annual review period for Retailers (including independently-owned locations) located in any of the Multistate Working Group states, including but not limited to the training materials required by Paragraphs 39 and 40 of this Judgment; and

O. For Retailers (including independently-owned locations) located in any of the Multistate Working Group states, all Retailers' certifications of compliance with the Retailer Training requirements or a report thereof identifying any Retailers which have not submitted certifications.

Provided, however, that with respect to the materials listed above at subparagraphs A, D, E, F, and G, Acima need not review or include in the annual compliance reports any such materials that are utilized by Acima only at Retailers located outside the Multistate Working Group and are directed only to Consumers residing in states outside the Multistate Working Group.

IX. NOTICE/DISPUTE RESOLUTION

90. If any Signatory Attorney General reasonably believes that Acima has failed to comply with the terms of this Judgment, and if in the Signatory Attorney General's sole discretion the failure to comply does not threaten the health or safety of the citizens of the Signatory Attorney General's state or territory and/or does not create an emergency requiring immediate action, the Signatory Attorney General shall provide notice to Acima of such alleged failure to comply and Acima shall thereafter have **thirty (30) days** from receipt of such notice to provide a good faith written response, including either a statement that Acima believes they are in compliance with the relevant provision or a statement explaining how the noncompliance occurred, how it has been addressed or when it will be addressed, and what Acima will do to make sure the noncompliance does not occur again. The Signatory Attorney General may agree to provide Acima with more than **thirty (30) days** to respond.

91. Nothing in this Section IX shall be construed to limit the Signatory Attorney General's authority, including but not limited to, his or her authority provided under the Arkansas Deceptive Trade Practices Act or the Rental Purchase Act.

92. In the event that Acima believes in good faith that the designated methods of communication set forth in Paragraphs 49 (Pre-Execution Disclosures), 51 (E-Version of Signed RPA), and 54(G) (Hang Tag Disclosures) (i.e., e-mail and text message) have been rendered obsolete or replaced by other technological advances as a generally accepted means of commercial communication, Acima may send a written request for modification of this Judgment to the Multistate Executive Committee. Such written request shall include, at a minimum, (1) a detailed explanation of the facts supporting Acima's aforementioned good faith belief; (2) the methods of communication Acima believes have replaced e-mail and text message; and (3) Acima's proposed modifications of the aforementioned paragraphs. Following the Multistate Executive Committee's receipt of such a request, Acima and the Multistate Executive Committee may meet and confer in good faith concerning the request. If an agreement is reached between Acima and the Multistate Executive Committee that a modification of such paragraphs is warranted due to technological advances, the Parties shall petition the Court to modify this Judgment accordingly. If within **sixty (60) days** of the Multistate Executive Committee's receipt of the request, Acima and the Multistate Executive Committee fail to reach an agreement as to whether a modification is warranted due to technological advances, Acima may petition the Court to modify this Judgment accordingly. In the event Acima petitions the Court for a modification, each Signatory Attorney General reserves the right to contest the petition.

X. CONSENT TO JUDGMENT

93. Acima Digital, LLC and Acima Holdings, LLC consent to each member of the Multistate Working Group filing a Judgment containing these terms, along with all other necessary

pleadings, including Complaints, in their respective jurisdictions. Acima Digital, LLC and Acima Holdings, LLC waive any challenge to jurisdiction or venue.

94. Acima Digital, LLC and Acima Holdings, LLC agree to accept service of the Signatory Attorney General's Complaint and this Judgment and waive any defect associated with service. Acima Digital, LLC and Acima Holdings, LLC do not require issuance or service of a summons.

95. Acima Digital, LLC and Acima Holdings, LLC admit to the jurisdiction of this Court and consent to the entry of this Judgment and to the rights of the Signatory Attorney General to enforce the terms and conditions of this Judgment.

96. Acima Digital, LLC and Acima Holdings, LLC waive any statutorily required notice associated with commencement of the underlying action, including in connection with any Signatory Attorney General seeking injunctive relief.

97. Acima Digital, LLC and Acima Holdings, LLC state that no promise of any kind or nature whatsoever (other than the written terms of this Judgment) was made to Acima to induce Acima Digital, LLC and Acima Holdings, LLC to enter into this Judgment, that Acima Digital, LLC and Acima Holdings, LLC have entered into this Judgment voluntarily, and that this Judgment constitutes the full and complete terms of the agreement between Acima and the Signatory Attorney General.

98. Acima Digital, LLC and Acima Holdings, LLC agree to execute and deliver such authorizations, documents, and instruments as are required under the various judicial procedures for acceptance of this Judgment in the jurisdiction in which it is being filed.

XI. GENERAL PROVISIONS

99. Acima Digital, LLC and Acima Holdings, LLC are entering into this Judgment solely for the purposes of settlement of a disputed matter, and nothing contained herein may be

taken as or construed to be an adjudication or finding of any wrongdoing by Acima or an admission by Acima of any violation of any law, regulation or local requirement, contractual obligation, or any duty whatsoever whether based in statute, regulation, common law, contract, or otherwise, and Acima specifically denies any such wrongdoing or liability. This Judgment is not intended to constitute evidence or precedent of any kind except in any action or proceeding by one of the Parties to enforce, rescind, or otherwise implement or affirm any or all terms of this Judgment.

100. This Judgment shall be binding upon the Parties and their successors and assigns. In no event shall assignment of any right, power, or authority under this Judgment avoid compliance with this Judgment.

101. If the Signatory Attorney General is required to file a petition to enforce any provision of this Judgment against Acima, Acima agrees to pay all court costs and reasonable attorneys' fees, to the extent permitted by Arkansas law, associated with any successful petition to enforce any provision of this Judgment against Acima.

102. Acima Digital, LLC and Acima Holdings, LLC shall provide a copy of this Judgment to, or otherwise fully apprise of the terms and conditions thereof, their officers, managers, members, and directors. In addition, for five years following the Effective Date, Acima shall also provide a copy of this Judgment to, or otherwise fully apprise of the terms and conditions thereof, those employees and agents of Acima who have managerial responsibility over or decision-making authority with respect to the implementation of the injunctive provisions in this Judgment. To the extent the individuals occupying the above listed positions change, Acima Digital, LLC and Acima Holdings, LLC shall provide a copy of this Judgment to the replacements within **thirty (30) days** from the date on which such person assumes his/her position with Acima.

103. Nothing in this Judgment shall prevent Acima Digital, LLC and Acima Holdings, LLC from fulfilling their obligations to comply with this Judgment through the assistance of third parties who are not Acima. However, regardless of whether third parties so assist Acima, it is solely the responsibility of Acima Digital, LLC and Acima Holdings, LLC to ensure that the obligations of this Judgment are satisfied.

104. The Parties understand and agree that this Judgment shall not be construed as an approval or a sanction by the Signatory Attorney General of Acima' business practices, nor shall Acima Digital, LLC or Acima Holdings, LLC represent that this Judgment constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Signatory Attorney General to take any action in response to any information submitted pursuant to this Judgment shall not be construed as an approval, waiver, or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

105. Nothing in this Judgment shall be construed to waive, limit, or expand any claims of sovereign immunity the Signatory Attorney General may have in any action or proceeding.

106. Nothing in this Judgment shall be construed to create, waive, limit or expand any private right of action.

107. It is the intent of Acima Digital, LLC, Acima Holdings, LLC, and the Multistate Working Group that nothing in this Judgment shall create a conflict with federal or state law applicable to Acima. In the event Acima Digital, LLC or Acima Holdings, LLC believes such a conflict exists, Acima Digital, LLC or Acima Holdings, LLC must notify the Multistate Executive Committee, or if applicable the Signatory Attorney General where a conflict arises, of the alleged conflict, stating with specificity the provision of this Judgment it believes conflicts with federal or

state law applicable to Acima. The Multistate Executive Committee or applicable Signatory Attorney General shall respond in writing to the notification of the alleged conflict within **thirty (30) days**. In the interim, Acima Digital, LLC and Acima Holdings, LLC shall continue to comply with the terms of this Judgment to the extent possible. If an agreement is reached between Acima Digital, LLC and Acima Holdings, LLC and the Multistate Executive Committee or applicable Attorney General that a modification is warranted due to a conflict with federal or state law, the Parties shall petition the Court to modify this Judgment accordingly. If within **sixty (60) days** of the Multistate Executive Committee's or State's receipt of the request, Acima Digital, LLC and Acima Holdings, LLC and the Multistate Executive Committee or applicable Attorney General fail to reach an agreement as to whether a modification is warranted, Acima Digital, LLC or Acima Holdings, LLC may petition the Court to modify this Judgment accordingly. In the event Acima Digital, LLC or Acima Holdings, LLC petitions the Court for a modification, each Signatory State's Attorney General's office reserves the right to contest the petition.

108. Nothing in this Judgment is intended to be construed or used as a waiver, limitation or bar on any defense otherwise available to Acima Digital, LLC or Acima Holdings, LLC, or on their right to defend themselves from or make arguments in any pending or future legal or administrative action, proceeding, local or federal claim or suit, including without limitation, private individual or class action claims or suits or arbitrations, relating to their conduct prior to the execution of this Judgment, or to the existence, subject matter or terms of this Judgment.

109. This Judgment sets forth all of the promises, covenants, agreements, conditions and understandings between Acima Digital, LLC, Acima Holdings, LLC, and the Multistate Working Group relating to this Judgment, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied relating to this Judgment. There

are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Judgment that are not fully expressed herein or attached hereto.

110. This Judgment shall operate as an injunction issued under Ark. Code Ann. § 4-88-113(a)(1), which shall be enforceable under the State UDAP Law.

111. Acima Digital, LLC and Acima Holdings, LLC agree that any violations of this Judgment are subject to applicable penalties under the laws of the State wherein this Judgment is entered.

112. Unless otherwise prohibited by law, this Judgment may be executed at different times and locations in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

113. Nothing in this Judgment shall provide any rights or permit any person or entity not a party hereto, including any State or Attorney General not a member of the Multistate Working Group, to enforce any provision of this Judgment.

114. Each Party has cooperated in (and in any construction to be made of this Judgment shall be deemed to have cooperated in) the drafting and the preparation of this Judgment. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in any interpretation of this Judgment.

115. All filing fees associated with commencing this action and obtaining this Court's approval and entry of this Judgment shall be borne by Acima.

116. Acima agrees that this Judgment does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and Acima further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

117. Except as otherwise provided herein in Paragraphs 61, 92, and 107, the terms of this Judgment may be modified only by a subsequent written agreement signed by all Parties and approved by this Court.

118. Acima Digital, LLC and Acima Holdings, LLC agree to provide the Multistate Executive Committee, **within five (5) days** of its request, their tax identification number for purposes of the Signatory Attorneys General filing a Form 1098-F with the Internal Revenue Service.

119. Whenever Acima Digital, LLC or Acima Holdings, LLC shall provide notice to the Signatory Attorney General under this Judgment, that requirement shall be satisfied by sending notice to:

Amanda Wentz
Senior Assistant Attorney General
101 West Capitol Avenue
Little Rock, Arkansas 72201
Amanda.Wentz@ArkansasAG.gov
consumer@ArkansasAG.gov

Any notices or other documents sent to Acima pursuant to this Judgment shall be sent to:

Acima Digital, LLC and Acima Holdings, LLC
Office of the General Counsel
Upbound Group, Inc.
5501 Headquarters Drive
Plano, TX 75024

With a copy to:

Matthew P. Previn
matthewprevin@paulhastings.com
Paul Hastings LLP
200 Park Avenue
New York, New York 10166

All notices or other documents to be provided under this Judgment shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Additionally (but not in lieu of the aforementioned mailing), a copy of all written notices or documents to be provided under this Judgment shall be sent via email. Any party may update its designee or address by sending written notice to the other party informing them of the change.

XII. COMPLIANCE WITH ALL LAWS

120. Nothing in this Judgment shall be construed as relieving Acima of its obligations to comply with all applicable state, local, and federal laws, regulations or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

XIII. REPRESENTATIONS AND WARRANTIES

121. Each party specifically warrants that this Judgment is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated in Paragraph 84 above and Paragraphs 122 and 123 below.

122. Each of the undersigned counsel warrants and represents that he/she/they are fully authorized to execute this Judgment on behalf of the party for whom he/she/they are signing.

123. Acima Digital, LLC and Acima Holdings, LLC warrant and represent that they are the proper parties to this Judgment and that the names of these entities as set forth in Paragraphs 2 and 3 are the true legal names of the entities agreeing to this Judgment.

IT IS SO ORDERED. JUDGMENT is hereby entered in accordance with the foregoing.

Dated: _____ By the Court:

_____
CIRCUIT COURT JUDGE

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

[Signature pages to follow]

ATTORNEYS FOR PLAINTIFF STATE OF ARKANSAS

TIM GRIFFIN
ATTORNEY GENERAL

By: Amanda J. Wentz
_____

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consumer@arkansasag.gov

ATTORNEYS FOR DEFENDANTS

ACIMA DIGITAL, LLC
ACIMA HOLDINGS, LLC

By: */s/ Samuel A. Morris* Dated: November 10 , 2026

Samuel A. Morris (AR Bar #2021089)
BURR & FORMAN LLP
222 Second Ave. S., Suite 2000
Nashville, TN 37201
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Matthew P. Previn (not admitted in Arkansas)
Lead Counsel for Defendants
Paul Hastings LLP
200 Park Avenue
New York, NY 10166
matthewprevin@paulhastings.com
(212) 318-6049

Exhibit A

To: [Consumer Name]

Re: Acima Leasing Multistate Settlement

Dear **[Consumer Name]**:

In a settlement between Acima Digital, LLC and Acima Holdings, LLC ("Acima Leasing") and your state's attorney general, Acima Leasing agreed to reduce the balance of certain lease-to-own accounts.

You are receiving this notice because, for the account(s) and/or lease(s) listed below, your balance owed to Acima Leasing as of May 29, 2026, has been reduced to $0.

Account or Lease No.	Balance as of May 29, 2026

This means that for the account(s) and/or lease(s) listed above, your balance has been reduced to $0 and you do not owe Acima Leasing any more money with respect to such listed account(s) and/or lease(s). **You now own the leased property that is subject to the account(s) and/or lease(s) as-is, where-is and may keep it without any further obligations to Acima Leasing, and Acima Leasing does not have any further obligations to you with respect to such property.**

Any payments you may have made on these account(s) and/or lease(s) after May 29, 2026, will be refunded. Payments made on these account(s) and/or lease(s) before May 29, 2026, will not be refunded as part of this process.

As part of the settlement, Acima Leasing has agreed to report to the applicable consumer reporting agency(ies) by January 11, 2027 that the balance(s) on such account(s) and/or lease(s) are disputed debts and to request that the account(s) and/or lease(s) be removed from your credit report.

If you have any other accounts or leases with Acima Leasing not listed above, those accounts or leases are not affected and you may still owe money on those accounts or leases.

If you have questions about your account(s) or lease(s), please contact Acima Leasing directly at 385-501-4728. If you have questions about this settlement, please contact Rust Consulting, Inc. at [insert phone number].

Please be advised that the settlement referenced in this notice should not be construed as an admission of wrongdoing.

Case Title: STATE OF ARKANSAS V ACIMA DIGITAL, LLC ET AL

Case Number: 23CV-26-3278

Type: JUDGMENT-CONSENT

So Ordered



JUDGE SUSAN K. WEAVER