

IN THE FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
PHILADELPHIA COURT OF COMMON PLEAS  
TRIAL DIVISION - CIVIL



COMMONWEALTH OF PENNSYLVANIA	:	
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry,	:	
	:	COURT OF COMMON PLEAS
Plaintiff,	:	PHILADELPHIA COUNTY, PA
	:	
v.	:	
	:	MAY TERM, 2020
SNAP FINANCE LLC,	:	
	:	NO. 200501529
SNAP RTO LLC,	:	
	:	
SNAP SECOND LOOK LLC,	:	
	:	
SNAP FINANCE HOLDINGS, LLC,	:	
	:	
Defendants.	:	

**ORDER**

AND NOW, this \_\_\_\_\_ day of May, 2023, the attached Consent Petition for Final Decree, agreed to by the Plaintiff, Commonwealth of Pennsylvania, and Defendants, Snap Finance LLC, Snap RTO LLC, Snap Second Look LLC, and Snap Finance Holdings, LLC, is hereby entered as the ORDER and FINAL DECREE of this Court.

BY THE COURT:

\_\_\_\_\_  
Hon. Sierra Thomas-Street, J.

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PHILADELPHIA COURT OF COMMON PLEAS  
TRIAL DIVISION - CIVIL

COMMONWEALTH OF PENNSYLVANIA	:	
OFFICE OF ATTORNEY GENERAL,	:	
By Attorney General Michelle A. Henry,	:	
	:	COURT OF COMMON PLEAS
Plaintiff,	:	PHILADELPHIA COUNTY, PA
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SNAP SECOND LOOK LLC,	:	
	:	
SNAP FINANCE HOLDINGS, LLC,	:	
	:	
Defendants.	:	

**CONSENT PETITION FOR FINAL DECREE BETWEEN THE COMMONWEALTH OF PENNSYLVANIA AND DEFENDANTS SNAP FINANCE LLC, SNAP RTO LLC, SNAP SECOND LOOK LLC, AND SNAP FINANCE HOLDINGS, LLC**

AND NOW, comes the Commonwealth of Pennsylvania, acting by Attorney General Michelle A. Henry (“the Commonwealth”), and Defendants Snap Finance LLC (“Snap Finance”), Snap RTO LLC (“Snap RTO”), Snap Second Look LLC (“Snap Second Look), and Snap Finance Holdings, LLC (“Snap Finance Holdings,” and collectively “Defendants”), and state the following:

**WHEREAS**, Plaintiff is the Commonwealth of Pennsylvania, by Attorney General Michelle A. Henry;

**WHEREAS**, Defendants are limited liability companies registered with the State of Utah;

**WHEREAS**, Snap Finance, Snap RTO, and Snap Second Look (collectively the “Defendant Subsidiaries”) engage in trade or commerce within the Commonwealth of Pennsylvania;

**WHEREAS**, the Commonwealth alleges that Snap Finance Holdings engages in trade or commerce within the Commonwealth of Pennsylvania through its undue domination and/or control over the Defendant Subsidiaries and/or by virtue of its engagement with the Defendant Subsidiaries in a common enterprise;

**WHEREAS**, the Commonwealth filed a Complaint and an Amended Complaint against Defendants, alleging that Defendants had engaged in conduct in violation of: (i) the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, *et seq.* (“CPL”); (ii) the Rental-Purchase Agreement Act, 42 Pa.C.S.A. §§ 6901, *et seq.* (“RPAA”); (iii) the Goods and Services Installment Sales Act, 12 Pa.C.S.A. §§ 6301, *et seq.* (“GSISA”); and (iv) the Fair Credit Extension Uniformity Act, 73 P.S. §§ 2270.1, *et seq.* (“FCEUA”);

**WHEREAS**, Defendants filed an Answer and New Matter to the Amended Complaint denying that they had engaged in any of the alleged violative conduct or that they were otherwise liable for any of the alleged violative conduct;

**WHEREAS**, Defendants expressly deny all of the allegations in the Complaint and the Amended Complaint and further deny that they engaged in any wrongdoing or are otherwise liable for any of the alleged wrongdoing;

**WHEREAS**, Snap Finance Holdings denies it was a proper party to this action, subject to this Court’s jurisdiction or engaged in any business in Pennsylvania;

**WHEREAS**, the Commonwealth expressly maintains the validity of the allegations in the Complaint and the Amended Complaint and further maintains that Defendants engaged in conduct in violation of the aforementioned laws and may be jointly and severally liable for the alleged wrongdoing;

**WHEREAS**, the Commonwealth and Defendants have agreed on a basis for settlement of the matters alleged in the Complaint and the Amended Complaint and hereby stipulate to the entry of this Consent Petition for Final Decree (“Consent Petition”) against Defendants without the need for a trial or a final adjudication of any issue of law or fact;

**WHEREAS**, Defendants desire to comply with the laws of the Commonwealth of Pennsylvania and the provisions of this Consent Petition and have signed it with the intent that, upon approval of the Court, its terms shall constitute the provisions of the Final Decree of the Court in the above-captioned matter and shall be binding upon all parties.

### **SETTLEMENT TERMS**

**NOW THEREFORE**, Defendants and the Commonwealth (“the Parties”) agree for themselves, and their successors and assigns, as follows:

**I. The above recitals are incorporated by reference, as though fully set forth herein.**

**II. Injunctive and Affirmative Relief**

A. The Defendant Subsidiaries shall not, in consumer-facing advertisements in Pennsylvania, use the advertising slogan “cash payoff” in connection with rental-purchase agreements and retail installment contracts.

B. Snap Finance and Snap RTO shall not, in advertising rental-purchase agreements to Pennsylvania consumers, describe lease-to-own financing as a “loan” or as a “credit transaction.”

C. Snap Finance and Snap RTO shall not, in any consumer-directed advertisement in Pennsylvania specifically for lease-to-own financing, use the term “finance” or “financing” in an

advertisement, unless the same advertisement also Clearly and Conspicuously<sup>1</sup> includes terms such as “lease,” “rent-to-own”, or “lease-to-own” within close proximity to the first occurrence of the term “finance” or “financing.” This provision is not triggered merely by a reference to the name “Snap Finance” in a consumer-facing advertisement.

D. Snap Finance and Snap RTO shall comply with the following provisions of the Pennsylvania Rental-Purchase Agreement Act (“RPAA”):

1. Section 6908(b.2) pertaining to advertisements for rental-purchase agreements;
2. Sections 6903 (a), (b), (c), and (d) pertaining to disclosures in connection with rental-purchase agreements;
3. Section 6904(7) pertaining to a provision prohibited in rental-purchase agreements;
4. Sections 6905(a) and (c) pertaining to limitation on the cost of lease services charged by a lessor, and charts accompanying rental-purchase agreements.

E. Snap Second Look shall not acquire a Pennsylvania closed-end credit agreement if Snap Second Look knows or had a reasonable basis to know that the seller did not comply with Sections 6322 and 6323(a) of the Goods and Services Installment Sales Act (“GSISA”).

F. When entering into rental-purchase agreements and retail installment agreements with, and/or providing disclosures to, consumers via electronic means, the Defendant Subsidiaries shall do so only in compliance with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 *et seq.* (the “E-Sign Act”) or Pennsylvania’s Electronic Transactions Act,

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<sup>1</sup> For purposes of this Consent Petition, “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration and location, compared to the other information with which it is presented, that it is readily apparent, readable, and understandable.

73 P.S. § 2260.101 *et seq.*, (the “PETA”). The Defendant Subsidiaries shall make legally required consumer disclosures to consumers only via methods where the Defendant Subsidiaries have a reasonable basis to believe that consumers view the disclosures and affirm the agreement.

G. When disclosing the total of payments, cost of lease services or cash price in a rental-purchase agreement in Pennsylvania, Snap RTO shall Clearly and Conspicuously separately identify the portion of the total of payments, cost of lease services or cash price, if any, that represents sales tax.

H. Snap RTO shall eliminate from its rental-purchase agreements in Pennsylvania, language, if any, that states or implies that if Snap RTO charges the consumer more than the cash price for the cost of the lease services, the consumer is only entitled to a refund of the processing fee.

I. Snap Finance and Snap RTO shall not represent or imply that nonpayment of any debt owed or alleged to be owed to them will result in the seizure, attachment or sale of any property that is the subject of the debt unless such action is lawful and a Defendant Subsidiary intends to take such action. For the avoidance of any doubt, this provision includes a prohibition on Snap Finance and Snap RTO telling Pennsylvania consumers, without any intent to seize, attach, or sell property, that consumers should come current in order to “continue to enjoy the merchandise.”

J. The Defendant Subsidiaries shall not collect any amount, including any interest, fee, charge or expense incidental to the principal obligation, unless such amount is expressly authorized by the agreement creating the payment obligation or permitted by law.

K. In response to an allegation by a consumer that an unauthorized withdrawal has occurred, the Defendant Subsidiaries shall not demand or request that consumers provide the

Defendant Subsidiaries with copies of their bank statements or other documentation as a precondition to refunding consumers for unauthorized withdrawals unless the Defendant Subsidiaries, after consulting their own records, cannot determine whether an unauthorized withdrawal occurred.

L. With respect to rental-purchase consumers, the Defendant Subsidiaries shall Clearly and Conspicuously disclose consumers' balances both on servicing calls (when a consumer requests his or her balance) and via a customer portal in the following manner:

1. If the consumer is still eligible for the 100 Day Option<sup>2</sup>, the Defendant Subsidiaries will disclose (i) the unpaid portion of the consumer's outstanding full-term total of payments and any applicable fees, stated as a single number; (ii) that the consumer is eligible for the 100 Day Option; and (iii) the cost of exercising the 100 Day Option and the final day the consumer may do so; or
2. If the consumer is no longer eligible for the 100 Day Option, the Defendant Subsidiaries will disclose (i) the unpaid portion of the consumer's outstanding full-term total of payments and any applicable fees, stated as a single number; (ii) if applicable, that the consumer is eligible for the Early Buy Out Option<sup>3</sup>; and (iii) the then-current cost for the consumer to exercise the Early Buy Out Option and the final day the consumer may do so for the amount stated.

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<sup>2</sup> This Consent Petition does not prohibit a Defendant Subsidiary from lengthening or shortening the time period under which its lowest-cost option – currently the 100-Day Option – is available. Should any Defendant Subsidiary modify the time period applicable to its lowest-cost option, the provisions of this agreement referring to the 100-Day Option shall apply to the lowest-cost option, whether lengthened or shortened.

<sup>3</sup> “Early Buy Out Option” means an arrangement under which a consumer can make a lump sum payment in exchange for a discount on the consumer's remaining total of payments.

M. The Defendant Subsidiaries shall not represent or imply that the Defendant Subsidiaries cannot mail paper copies of rental-purchase agreements or retail installment contracts to consumers, including on the ground that any Defendant Subsidiary is a “paperless” or “green” company.

N. Snap Finance and Snap RTO shall not represent or imply, as to rental-purchase agreements under which the maximum or full terms have not expired, that lessees cannot surrender their merchandise directly to Defendants Snap Finance or Snap RTO or that lessees can only return merchandise to the merchant.

O. Defendants shall not, directly or indirectly, utilize any entity (including but not limited to another Defendant) or form any another entity or entities to engage in acts prohibited by this Consent Petition or for the purpose of circumventing this Consent Petition. For the avoidance of any doubt, this provision includes but is not limited to a prohibition on Defendant Snap Finance Holdings from controlling and/or managing any entity or entities in a manner that would cause that entity or entities to engage in conduct that is enjoined herein as to any Defendant.

P. Snap Finance and Snap RTO shall, at least once every calendar year for the next five years, conduct reviews of their merchant guidelines and merchant training materials for compliance with this Consent Petition and update those materials as necessary to bring them into compliance with this Consent Petition. In the event Snap Finance and/or Snap RTO enter into any future agreements requiring them to conduct reviews of their merchant guidelines and merchant training materials for compliance with those future agreements, Snap Finance and Snap RTO will continue to conduct reviews of those materials for compliance with this Consent Petition for as



long as they are required to conduct reviews of those materials for compliance with the future agreements.

Q. The Defendant Subsidiaries shall engage Defendants' then-current compliance auditing firm to develop and execute an audit plan to audit certain of the Defendant Subsidiaries' business practices for compliance with this Consent Petition. The audit plan shall encompass four audits, scheduled as follows:

1. The first audit shall be initiated within two hundred and seventy (270) days of the Effective Date and completed within three hundred and sixty (360) days of the Effective Date, and shall concern the Defendant Subsidiaries' practices dating from the 181st day after the Effective Date to the date of the first audit.
2. The second audit shall be initiated no later than one hundred and eighty (180) days after the conclusion of the first audit and completed within two hundred and seventy (270) days after the conclusion of the first audit, and shall concern the Defendant Subsidiaries' practices between the first and second audits.
3. The third audit shall be initiated no later than one hundred and eighty (180) days after the conclusion of the second audit and completed within two hundred and seventy (270) days after the conclusion of the second audit, and shall concern the Defendant Subsidiaries' practices between the second and third audits.
4. The fourth audit shall be initiated no later than one hundred and eighty (180) days after the conclusion of the third audit and completed within two

hundred and seventy (270) days after the conclusion of the third audit, and shall concern the Defendant Subsidiaries' practices between the third and fourth audits.

R. The aforementioned audits shall include a review of the following for compliance with this Consent Petition:

1. All advertising materials available to Pennsylvania consumers;
2. Snap Finance's primary "application flow" for Pennsylvania consumers, current as of the date of the audit;
3. A version of the customer portal available to Pennsylvania rental-purchase consumers, current as of the date of the audit;
4. A random sampling of fifty (50) rental-purchase agreements with Pennsylvania consumers;
5. All complaints made against the Defendant Subsidiaries by Pennsylvania consumers through the Better Business Bureau or the Pennsylvania Office of Attorney General's Bureau of Consumer Protection during the relevant time period of the audit;
6. Fifty (50) randomly selected phone calls between Defendant Subsidiaries and Pennsylvania rental-purchase consumers; and
7. All merchant training materials and guidelines distributed or made available to Pennsylvania merchants or otherwise used to train Pennsylvania merchants during the relevant time period of the audit.

The random samples referenced herein shall be determined at the sole discretion of the auditor; however, the auditor shall explain how the samples were selected in its audit report.

Within thirty (30) days of completion of each audit, the auditor shall submit a final written report of its audit findings and recommendations to Defendant Subsidiaries and to the Commonwealth. Such final written reports shall be confidential and shall not be shared with any non-parties to the Consent Petition.

S. If the Commonwealth determines that Defendants or any Defendant has failed to comply with the terms of this Consent Petition, and if in the Commonwealth's reasonable discretion the failure to comply does not threaten the health or safety of the citizens of the Commonwealth of Pennsylvania and/or does not create an emergency requiring immediate action, the Commonwealth exercising such discretion shall notify Defendant(s) in writing of such alleged failure to comply. Notice under this Section S shall be provided directly to Defendants (through their in-house counsel) and to Defendants' undersigned counsel. Defendant(s) shall then have thirty (30) days from receipt of such written notice to provide a good faith written response to the Commonwealth. The response shall include, at a minimum, either:

1. A statement explaining why Defendant(s) believe they are in full compliance with this Consent Petition; or
2. A detailed explanation of how the alleged violation(s) occurred and how the alleged violations have been addressed or cured.

The Commonwealth shall not bring suit for any alleged violation of this Consent Petition unless and until the Commonwealth has provided Defendant(s) notice and the opportunity to cure under the terms of this provision. If Defendant(s) adequately cure the violation and the Commonwealth does not have a reasonable basis to believe that the violation was willful, the Commonwealth agrees not to pursue any enforcement action, penalties or sanctions against Defendants with respect to that violation.

### III. Monetary Relief

A. **Total Payment** – Snap RTO shall be liable for and shall pay the Commonwealth the sum of \$8,250,000.00. (“Total Payment”), which shall be allocated as follows:

1. **Restitution**, pursuant to Section 201-4.1 of the CPL, in the amount of \$7,300,000.00. The amount, timing, and manner of distribution to consumers shall be in the sole discretion of the Commonwealth.
2. **Civil Penalties** in the amount of \$200,000.00.
3. **Costs** in the amount of \$750,000.00, which shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes.

B. **Debt Relief** – Defendants shall, within 90 days of the Effective Date, reduce the balances of delinquent lease-to-own accounts for Pennsylvania consumers where the rental-purchase agreements at issue were signed between July 1, 2019 and June 30, 2020.<sup>4</sup> The aggregate reduction in balances will be \$3,150,000. Defendants shall follow the below procedures with respect to the allocation of the debt relief:

1. Defendants shall first apply the debt relief to the 493 rental-purchase accounts identified by the Commonwealth as having already paid the cash price, sales tax on the cash price, and processing fee such that the balances on those 493 accounts are reduced to \$0.

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<sup>4</sup> Nothing in this Consent Petition may be construed as an admission by the Commonwealth that consumers who entered into rental-purchase agreements dated after June 30, 2020 were not harmed by any conduct alleged in the Amended Complaint that continued after that date.

2. Thereafter, Defendants shall reduce the portion of balances corresponding to cost of lease services before reducing the portion of balances corresponding to the cash price, and sales tax on the cash price.
3. Defendants shall provide consumers with written notice of the debt relief. The notice may be provided via electronic mail if the consumer has consented to receive electronic communications. The notice shall inform consumers that the debt relief is being provided as the result of a settlement agreement with the Pennsylvania Office of Attorney General and shall inform the consumer of the outstanding balance on the account, if any. This notice is subject to approval by the Commonwealth.
4. Within 120 days of the Effective Date, Defendants shall provide the Commonwealth with a report in the form of an Excel spreadsheet listing the following for each account subject to the debt relief: (1) the full names of the consumer; (2) the outstanding balance on the account prior to the debt relief being applied; and (3) the outstanding balance on the account subsequent to the debt relief being applied.

C. **Payment Terms** – Within thirty (30) days of the approval and docketing of this Consent Petition, Snap RTO shall submit the Total Payment to the Commonwealth by wire transfer to an account designated by the Commonwealth.

D. **Administrator** – The Commonwealth shall use the funds paid by Snap RTO as restitution to (1) distribute funds to consumers as the Commonwealth directs, and (2) pay for costs and expenses of any Settlement Administrator. The Settlement Administrator shall abide by the Stipulation of Confidentiality entered in this action and shall sign and date Exhibit A to the

Stipulation of Confidentiality (“Exhibit A”). The Commonwealth shall provide Defendants with the signed and dated Exhibit A, prior to the transmission of any consumer PII to the Settlement Administrator. Defendants agree to provide the Commonwealth within forty-five (45) days of the Effective Date up-to-date consumer account data for certain accounts per the separate agreement of the Parties. Defendants further agree to provide the Commonwealth, within 14 days of the Commonwealth’s request, the social security numbers of consumers for whom the Settlement Administrator will need to perform a skip trace. After the Commonwealth or its Settlement Administrator has completed the distribution of restitution funds to consumers, including making reasonable attempts to contact payees of uncashed checks and waiting a reasonable period of time not less than ninety (90) calendar days, all uncashed checks may be voided. Once such uncashed checks have been voided, any remaining funds in the restitution account (including any accrued interest) will be distributed to the Commonwealth to be deposited in an interest-bearing account from which both principal and interest shall be expended for public protection and education purposes. Within thirty (30) days of all uncashed checks being voided, the Commonwealth shall provide Defendants’ counsel with a report in the form of an Excel spreadsheet listing the following for each account that received restitution: (1) the account number; (2) the full name of the consumer; and (3) the amount of restitution provided to the consumer. After the Settlement Administrator has completed the distribution of restitution funds to consumers, it shall destroy all consumer data it obtains from the Commonwealth and/or Defendants.

#### **IV. Release**

A. Upon the Effective Date, the Commonwealth shall release and discharge Defendants and Snap U.S. Holdings, LLC (“Snap U.S. Holdings”) from all civil claims that the Commonwealth could have brought against Defendants or Snap U.S. Holdings or against the

officers, directors, or employees of Defendants or Snap U.S. Holdings, under the CPL, the RPAA, the GSISA, and the FCEUA based on Defendants' conduct prior to the Effective Date. Nothing contained in this paragraph shall be construed to limit the ability of the Commonwealth to enforce the obligations of Defendants under this Consent Petition. Further, nothing in this Consent Petition shall be construed to waive, limit, or release any private rights of action held by non-parties to the Consent Petition.

**V. Dismissals of Appeals With Prejudice**

A. The parties agree to the dismissal with prejudice of Defendants' two appeals that are currently pending in the Commonwealth Court of Pennsylvania.

**VI. Confidentiality Designations and Destruction Of Certain Documents**

A. Within thirty (30) days of the approval and docketing of this Consent Petition, the Parties shall provide each other with written confirmation that they destroyed: (1) all documents, videos, recordings, and transcripts from other proceedings or actions that the Parties or Third Parties designated "Confidential" under the Stipulation of Confidentiality entered in this action; (2) all documents Defendants produced to the Commonwealth from 2018 to May 26, 2020; and (3) any and all recordings the Commonwealth made of videos Defendants provided the Commonwealth with access to.

B. Notwithstanding the foregoing paragraph, consistent with Paragraph 29 of the Stipulation of Confidentiality, each Party's counsel shall be allowed to keep a complete set of all pleadings, court filings, discovery responses, transcripts, exhibits used in depositions or court, correspondence, and the attorney's work product even if those documents were designated "Confidential" or include reference to documents designated "Confidential." For the avoidance of doubt, the Commonwealth acknowledges that the Stipulation of Confidentiality prohibits the

Commonwealth from disclosing to any third party any materials designated “Confidential,” whether or not those materials are required to be destroyed pursuant to this Consent Petition or Paragraph 29 of the Stipulation of Confidentiality.

C. Notwithstanding Paragraph VI(A), the Commonwealth and the Settlement Administrator shall be permitted to retain consumer data necessary to distribute restitution to consumers pursuant to the terms of this Consent Petition. The Commonwealth and the Settlement Administrator shall destroy such consumer data when the restitution has been fully distributed.

D. All documents designated “Confidential” and permitted to be retained as part of the attorney’s files shall be subject to the restrictions of the Stipulation of Confidentiality despite any challenge a Party has made to those designations.

E. The Parties hereby waive their right to raise any challenge or objection under the terms of the Stipulation of Confidentiality following the signing of this Consent Petition.

F. Nothing set forth in this Consent Petition shall be construed as an admission by the Commonwealth that any documents designated Confidential Information by Defendants were properly designated as such nor shall Defendants represent that the Commonwealth considers such information confidential, privileged, or otherwise entitled to protection.

G. Within 20 days of the approval and docketing of this Consent Petition, the Parties shall re-file the filings they agreed to unseal as set forth in the Stipulation Regarding the Commonwealth’s Motion to Strike Confidentiality Designations and Unseal Judicial Records dated April 12, 2023 on the public docket via a praecipe to supplement the filings that attaches the aforementioned stipulation and the Order approving this Consent Petition.



**VII. Miscellaneous Terms**

A. The injunctive and affirmative terms of the Consent Petition apply only to Defendants' business practices in Pennsylvania (if any).

B. This Consent Petition may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Consent Petition may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

C. The Effective Date of this Consent Petition shall be the date of approval and docketing of this Consent Petition by the Court of Common Pleas of Philadelphia County, Pennsylvania.

D. To the extent any of the injunctive and affirmative terms of the Consent Petition set forth in Paragraphs II(A), (B), (C), (G), (H), or (L) will require Defendants to modify their business practices, Defendants will implement such required modifications within 180 days of the Effective Date. All other injunctive and affirmative terms of the Consent Petition shall be implemented by the Effective Date.

E. Nothing in this Consent Petition shall be construed to convey personal jurisdiction to the state courts of the Commonwealth of Pennsylvania or the federal courts in the Commonwealth of Pennsylvania over Defendant Snap Finance Holdings or Snap U.S. Holdings, except as to Paragraph II(O) of this Consent Petition. Snap Finance Holdings expressly disclaims that by entering into this Consent Petition or otherwise that it has engaged in business in the Commonwealth of Pennsylvania or that the state or federal courts in the Commonwealth of

Pennsylvania have personal jurisdiction over it with the exception of Paragraph II(O) of this Consent Petition.

F. The Court of Common Pleas of Philadelphia County, Pennsylvania shall maintain jurisdiction over the subject matter of this Consent Petition.

G. Defendants shall not represent or imply that the Pennsylvania Office of Attorney General acquiesces in, or approves of, Defendants' past or current business practices, efforts to improve their practices, or any future practices that Defendants may adopt or consider adopting.

H. In the event that any section of the RPAA referenced in this Consent Petition is repealed in full, the parties agree that any injunctive relief requiring compliance with such section of the RPAA shall be null and void.

I. In the event that any section of the RPAA referenced in this Consent Petition is amended, the parties agree that any injunctive relief requiring compliance with such section of the RPAA shall require compliance with such section as amended.

J. The parties acknowledge that the Commonwealth has entered into certain Assurances of Voluntary Compliance with Snap merchants relating to hang-tag requirements under the RPAA. The Commonwealth hereby agrees to interpret the terms of any such Assurance of Voluntary Compliance as requiring compliance with Section 6908 (b.2).

K. This Consent Petition sets forth all of the promises, covenants, agreements, conditions and understandings between the parties relating to this Consent Petition, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied relating to this Consent Petition. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Petition that are not fully expressed herein or attached hereto. Each party specifically warrants

that this Consent Petition is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

L. Defendants understand and agree that if they have knowingly or intentionally made any written false statement they do not believe to be true, in this Consent Petition, with intent to mislead a public servant in performing his or her official function, that such statement is made pursuant to and under penalty of 18 P.S. § 4904 relating to unsworn falsifications to authorities.

M. Nothing in this Consent Order shall be construed to prevent Defendants from raising any defense against any Pennsylvania consumer, including but not limited to set-off and any defenses available under Sections 6909 and 6910 of the RPAA.

N. Nothing in this Consent Order shall be construed to prevent Defendants from raising any defense against any state or federal agency, including but not limited to set-off.

O. The Commonwealth and Defendants hereby stipulate that this Consent Petition shall act as a permanent injunction issued under Section 201-4 of the CPL.

**[Signatures on following page.]**

WITNESSETH, that the parties, intending to be legally bound, have hereto set their hands

and seals:

**FOR THE PLAINTIFF:**

Commonwealth of Pennsylvania  
Michelle A. Henry  
*Attorney General*

Date: May 12, 2023



Jill T. Ambrose  
*Senior Deputy Attorney General*  
PA Attorney No. 323549

Office of Attorney General  
1251 Waterfront Place, M Level  
Pittsburgh, PA 15222  
jambrose@attorneygeneral.gov

**FOR THE DEFENDANTS:**

Snap Finance LLC  
Snap RTO LLC  
Snap Second Look LLC  
Snap Finance Holdings, LLC

Date: \_\_\_\_\_

Matthew Hawkins, Chief Executive Officer

Date: \_\_\_\_\_

/s/ \_\_\_\_\_

Jenny N. Perkins, Esq. (I.D. No. 306498)  
perkinsj@ballardspahr.com  
Adrian R. King, Jr. Esq. (I.D. No. 69315)  
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Martin C. Bryce, Jr. Esq. I.D. No. 59409)  
bryce@ballardspahr.com  
Alexa, L. Levy, Esq. (I.D. No. 327973)  
levya@ballardspahr.com  
BALLARD SPAHR LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103  
Telephone: 215.665.8500  
Facsimile: 215.864.9999  
*Attorneys for Defendants*

**WITNESSETH**, that the parties, intending to be legally bound, have hereto set their hands

and seals:

**FOR THE PLAINTIFF:**

Commonwealth of Pennsylvania  
Michelle A. Henry  
*Attorney General*

Date:

/s/

Jill T. Ambrose  
*Senior Deputy Attorney General*  
PA Attorney No. 323549

Office of Attorney General  
1251 Waterfront Place, M Level  
Pittsburgh, PA 15222  
jambrose@attorneygeneral.gov

**FOR THE DEFENDANTS:**

Snap Finance LLC  
Snap RTO LLC  
Snap Second Look LLC  
Snap Finance Holdings, LLC

Date: May 11, 2023

Matthew Hawkins

Matthew Hawkins, Chief Executive Officer

Date: May 11, 2023

Jenny N. Perkins

Jenny N. Perkins, Esq. (I.D. No. 306498)

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Philadelphia, PA 19103

Telephone: 215.665.8500

Facsimile: 215.864.9999

*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I, Jill T. Ambrose, hereby certify that on **May 12, 2023** I caused a true and correct copy of the foregoing to be served via the Court's electronic notification system upon the following:

Martin C. Bryce, Jr.  
Adrian R. King, Jr.  
Jenny N. Perkins  
Alexa Levy  
Ballard Spahr LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 19103  
*Attorneys for Defendants*

/s/ Jill T. Ambrose  
Jill T. Ambrose, PA 323549  
Senior Deputy Attorney General  
Office of Attorney General  
1251 Waterfront Place, Mezzanine Level  
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