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Joseph B. Roesch
7th Judicial Circuit
Sangamon County, IL

STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL DISTRICT
SANGAMON COUNTY

THE PEOPLE OF THE STATE OF ILLINOIS	:	
Plaintiff,	:	
v.	:	
ACIMA DIGITAL, LLC	:	**NO.** 2026CH000081
ACIMA HOLDINGS, LLC,	:	
Defendants.	:	

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by Kwame Raoul, Attorney General of the State of Illinois, brings this action for injunctive and other relief against Acima Digital, LLC and Acima Holdings, LLC ("Acima").

I. PUBLIC INTEREST

1. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this lawsuit pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq*.

II. JURISDICTION AND VENUE

2. This action is brought for and on behalf of the PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, ATTORNEY GENERAL OF THE STATE OF ILLINOIS, pursuant to the provisions of the Consumer Fraud Act and his common law authority as Attorney General to represent the People of the State of Illinois.

3. Venue for this action properly lies in Sangamon County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that some of the transactions out of which this action arose occurred in Sangamon County.

III. PARTIES

4. Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, the Attorney General of the State of Illinois is authorized to enforce the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/7(a).

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

IV. TRADE AND COMMERCE

6. Subsection 1(f) of the Consumer Fraud Act, 815 ILCS 505/1(f), defines "trade" and "commerce" as follows:

> The terms "trade" and "commerce" mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

7. Acima was at all times relevant hereto, engaged in trade and commerce in the State of Illinois by offering, selling, marketing, servicing and/or promoting rental-purchase agreements ("RPAs") to Illinois consumers.

V. BACKGROUND AND FACTUAL ALLEGATIONS

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

9. A rent-to-own transaction typically entails the renting of personal property—including but not limited to furniture, appliances, and home electronics—pursuant to periodic

rental payments that are self-renewing with the option to purchase the property either by continuing to pay rent for a specified period of time or by early payment of some specified portion of the remaining lease payments.

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

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

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

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

b. By exercising a 90-day early purchase option (the "90-Day Purchase Option") by paying Acima the cash price advertised by Acima's retail partner ("Cash Price"), a markup to the merchant's Cash Price, a buyout fee, and any other past due payments or fees within ninety days of the date of the RPA; or

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

13. Acima's RPAs contemplate that unless the consumer affirmatively exercises the 90-Day Purchase Option or the Early Purchase Option, the consumer will make periodic payments

over the course of the maximum term (which is often a twelve month period) in order to acquire ownership of the property.

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

15. Due to numerous deceptive and unlawful business practices employed by Acima, as described in more detail below, many consumers who entered into Acima's RPAs were not aware of the high finance charge (or "cost of lease") they would be obligated to pay pursuant to the terms of Acima's RPAs in order to acquire ownership of the property. Many consumers were also misled to believe that the transactions were credit sales or loans rather than rent-to-own financing.

a. Acima deceptively advertised its RPAs as interest-free financing

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

17. Rather than providing consumers with the ninety day interest-free program advertised by Acima, at the time of enrollment consumers are automatically defaulted into the

maximum term, which entails a very high finance charge or "cost of lease" in order to acquire ownership of the property.

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

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

20. But Acima's advertising did not disclose the need to affirmatively contact Acima after the RPA is executed to take advantage of the 90-Day Purchase Option, nor did the advertising disclose the fact that consumers are automatically defaulted into a maximum term that includes a hefty "cost of lease" or finance charge.

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

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

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

C. Acima deceptively advertised its RPAs as loans or credit

23. Acima Digital was previously named "Acima Credit, LLC" and referred to itself as "Acima Credit" in advertising materials.

24. Acima advertised its RPAs to consumers using terms like "financing," "credit," "no credit financing," and/or "affordable payments" without clearly and conspicuously disclosing in the same advertisement that the transactions are actually rent-to-own transactions with the intent that consumers rely on these representations.

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

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

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

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

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

29. Acima's retail partners often displayed personal property in their stores that was eligible for rental-purchase pursuant to Acima's RPAs.

30. Such property displayed or offered under Acima's RPAs in retail partners' stores generally did not have stamped on or affixed to the property the amount to be paid to acquire ownership of the merchandise.

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

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

32. Acima's website misrepresented that Acima's application would not entail a credit check. Specifically, Acima's website used the following phrases to describe its financing: "no credit option," "no credit needed," and "all without credit" with the intent that consumers rely on these representations.

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

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

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

35. Acima misrepresented to consumers that its RPAs did not create debt with the intent that consumers rely on these representations. For example, Acima's homepage stated that it allowed you to "get the things you want without … increasing your debt."

36. Despite this representation, Acima's RPAs create an obligation that is treated by Acima as debt. For example, Acima has reported the Total of Payments to credit reporting agencies as the amount owed to Acima even when the delinquent consumer has not possessed the merchandise for the maximum term and even though the delinquent consumer has the option to pay off the RPA before the maximum term (i.e., via the 90- Day Purchase Option or Early Purchase Option) or return the merchandise to Acima before the maximum term, both of which would result in the consumer owing Acima less than the Total of Payments.

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

G. Acima deceptively marked up the cash price from the cash price advertised by its retail partners

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

39. Rather than disclose the true Cash Price (or the price at which Acima's retail partner advertised the merchandise for sale on the date of the transaction), Acima's RPAs disclosed the

marked-up "Acima Cash Price," which included a disguised finance charge to lease the merchandise.

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

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

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

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

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

44. From about 2017 to 2022, after viewing the summary screen, the consumer would be taken to a screen showing a faded image of Acima's RPA behind a text box asking the consumer

to sign the RPA by simply entering their name into a text box. Accordingly, Acima's process for electronically signing the RPAs prompted consumers to sign the agreements without even having viewed the RPAs.

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

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

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

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

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

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

I. Acima Charged a Total "cost of lease" Services that Exceeded the Cash Price

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

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

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

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

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

55. As an example, at least some of Acima's RPAs originated during the relevant time period did not contain the following information in at least ten-point and/or boldface type in the agreements:

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

b. The cash price of the personal property that is the subject of the RPA.

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

57. Finally, Acima's RPAs contained provisions by which consumers were required to pay fees in connection with retrieval of the property or the termination or rescission of the RPAs. Specifically, the RPAs contained provisions stating or implying that in order for a consumer to terminate the agreement, the consumer must pay any past due rental payments. Furthermore, the RPAs contained provisions which stated, either expressly or impliedly, that additional charges may be imposed on consumers if they terminate, such as repossession costs.

K. Acima Engaged in Deceptive Credit Reporting Practices

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

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

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

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

L. Acima Engaged in Deceptive Servicing and Collection Practices

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

60. Acima's RPAs also stated that consumers would be charged "no sooner than seven days after [their] delivery date." But Acima often began charging consumers seven days after the

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

61. If and when Acima's retail partners refused to return or replace merchandise that was damaged upon delivery, Acima often failed to repair or replace the damaged merchandise itself. Nor did Acima allow the consumers to surrender the damaged merchandise to Acima. Rather, Acima generally offered such consumers a settlement whereby the consumer would purchase the merchandise at a discounted Total of Payments. Alternatively, Acima instructed the consumer to donate the merchandise at the consumer's own expense.

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

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

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

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

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

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

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

VI. APPLICABLE STATUTES

69. Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, provides:

> Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the "Uniform Deceptive Trade Practices Act", approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

70. Section 3(b) of the Rental-Purchase Agreement Act, 815 ILCS 655/3(b), provides:

> Every item of property displayed or offered for rental-purchase by a merchant shall have attached to its front or displayed as prominently as if attached to its front a tag disclosing the amount to be paid to acquire ownership of the merchandise.

VII. VIOLATIONS

71. The State of Illinois realleges and incorporates by reference the allegations in Paragraphs 1 to 70.

72. While engaged in trade or commerce, Acima has committed unfair and/or deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, in the following ways:

a. Representing the RPA as 90-day cash or interest-free when in fact the consumer was defaulted into a longer maximum term (e.g., twelve months) with the intent that consumers rely on that representation;

b. Representing the terms of the RPAs through retail partners who were not adequately trained to convey accurate representations about the product with the intent that consumers rely on that representation;

c. Representing RPAs as loans or credit when in fact they are leases with the intent that consumers rely on that representation;

d. Representing that applying for Acima's products would not involve a credit check, when in fact Acima did pull a soft credit inquiry with the intent that consumers rely on that representation;

e. Representing that Acima's RPA transactions do not create debt when in fact they do with the intent that consumers rely on that representation;

f. Engaging in the deceptive act or practice of unfairly marking up the cash price from the cash price represented by Acima's retail partner with the intent that consumers rely on that representation;

g. Engaging in the deceptive and unfair act or practice of failing to maintain reasonable policies and procedures concerning the accuracy and integrity of information furnished to credit reporting agencies;

h. Engaging in the deceptive act or practice of reporting inaccurate information to credit reporting agencies;

i. Engaging in the deceptive act or practice of failing to conduct reasonable investigations into credit disputes;

j. Representing that consumers would not be charged for merchandise until after it was delivered with the intent that consumers rely on that representation, when in fact Acima charged consumers when merchandise was not delivered;

k. Engaging in the deceptive act or practice of requiring consumers to affirm that merchandise was delivered undamaged before the merchandise was delivered;

l. Representing that nonpayment would result in repossession without having the intent to repossess the merchandise with the intent that consumers rely on that representation; and

m. Engaging in the deceptive act or practice of obstructing consumers' ability to terminate their RPAs.

73. Acima, in the conduct of trade or commerce described above, violated Section 2 of the Consumer Fraud Act by enticing Illinois consumers to enter into RPAs and failing to attach or

display a tag to the merchandise disclosing the amount to be paid to acquire ownership as described in Section 3(b) of the Rental-Purchase Agreement Act.

REMEDIES

74. Section 7 of the Consumer Fraud Act, 815 ILCS 505/7, provides:

> (a) Whenever the Attorney General . . . has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he . . . may bring an action in the name of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction, revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.
>
> (b) In addition to the remedies provided herein, the Attorney General . . . may request and the Court may impose a civil penalty in a sum not to exceed $50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice to have been entered into with intent to defraud, the court has the authority to impose a civil penalty in a sum not to exceed $50,000 per violation.

75. Section 10 of the Consumer Fraud Act, 815 ILCS 505/10, provides that "[i]n any action brought under the provisions of this Act, the Attorney General . . . is entitled to recover costs for the use of this State."

PRAYER FOR RELIEF

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

A. Finding that, by engaging in unlawful acts and practices, including but not limited to those alleged herein, Acima has violated Section 2 of the Illinois Consumer Fraud and Deceptive Practices Act and Section 3(b) of the Rental-Purchase Agreement Act;

B. Permanently enjoining Acima and all other persons acting on its behalf, directly or indirectly, from engaging in any acts that violate Illinois Consumer Laws, including, but not limited to, the unlawful acts and practices alleged herein, pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* and the Rental-Purchase Agreement Act, 815 ILCS 655/1 *et seq.*;

C. Ordering Acima to pay a civil penalty in the amount of up to $50,000 per deceptive or unfair act or practice and an additional amount of $50,000 for each act or practice found to have been committed with intent to defraud, as provided in Section 7 of the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/7;

D. Ordering Acima to make full restitution to all Illinois consumers who have suffered losses as a result of the acts and practices alleged in this complaint and any other acts or practices proved by the State, pursuant to 815 ILCS 505/7(a);

E. Ordering Acima to pay the State's reasonable costs and attorney's fees incurred in this action and in the investigation leading up to this action, pursuant to 815 ILCS 505/10; and

F. Granting such further relief as the Court determines is just and equitable.

Respectfully submitted,

THE PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, ATTORNEY GENERAL OF ILLINOIS

BY: Elizabeth Blackston

Elizabeth Blackston
Consumer Fraud Bureau, Chief

KWAME RAOUL
Attorney General of Illinois

Elizabeth Blackston, Chief
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