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Hon. Jeffrey Ramsdale

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
LORI ANN CHADSEY

I, Lori Ann Chadsey, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Avenue, Spokane, Washington 99202.
3. In October 2005 I rented a washer and dryer, and in September 2006 I rented a living room set from Rent-A-Center in Bellingham, Washington.
4. I filed Chapter 7 bankruptcy on November 13, 2007. I notified Rent-A-Center that I had filed bankruptcy. Rent-A-Center employees told me they would continue to call me and my references until I paid them or they received written notice of the bankruptcy.
5. For two weeks after I filed bankruptcy, Rent-A-Center employees harassed me with numerous calls to my home, my place of employment and to my references. The person who called most frequently said his name was Jeff and he was the manager at the Bellingham

DECLARATION OF
LORI ANN CHADSEY

1 Rent-A-Center. Some of the employees stated that bankruptcy law does not apply to Rent-A-
2 Center.

3 6. I asked Rent-A-Center employees not to call me at work. Despite having my
4 direct phone number in the equipment office at [REDACTED] Construction, the Rent-A-Center
5 employees called the administrative office of [REDACTED] Construction and talked to three different
6 employees in that office about their attempts to contact me. Steve [REDACTED] the dispatcher for
7 [REDACTED] Construction, received one of the calls from a Rent-A-Center employee. Mr. [REDACTED]
8 passed along a message to me from Rent-A-Center that I needed to contact them to get the
9 matter taken care of. As a result of Rent-A-Center's calls to the administrative office at [REDACTED]
10 Construction, I had to tell co-workers that I had filed bankruptcy.

11 7. Rent-A-Center employees left so many messages on my cell phone voice mail
12 that I could no longer receive other messages. I had planned to save the messages as evidence
13 of harassment. The messages from the employees were rude and nasty, and they stated they
14 would continue to call me until I paid Rent-A-Center.

15 8. Rent-A-Center employees called my references Patty [REDACTED] and Carmen [REDACTED]
16 every day in the weeks after I filed bankruptcy. I complained to Rent-A-Center employees and
17 asked them to stop calling my references. One of the employees told me they would keep
18 calling my references until I paid them. As a result of Rent-A-Center's calls to my references,
19 I had to tell my friends that I had filed bankruptcy.

20 9. Rent-A-Center employees called me a thief and accused me of stealing. Jeff left
21 several messages on my cell phone in which he accused me of stealing and threatened that if I
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1 did not come to the store by that night, he would be going to the police to file criminal theft
2 charges against me and I would be arrested.

3 I declare under penalty of perjury under the laws of the State of Washington that the
4 foregoing is true and correct.

5 Signed this 28 day of March, 2009 in Spokane, Washington.

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7 _____
8 LORI ANN CHADSEY
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PROOF OF SERVICE

I certify that I served a copy of this document on all parties or their counsel of record
on the date below as follows:

- ☐ US Mail Postage Prepaid via Consolidated Mail Service
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e-mail: and

I certify under penalty of perjury under the laws of the state of Washington that the
foregoing is true and correct.

DATED this ____ day of _____, 2009 at Seattle, Washington.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
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Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
SYLVIA CARR

I, Sylvia Carr, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.

2. In 2008 when I was working at the [REDACTED] Customer Service call center in Tukwila, Robin [REDACTED] a co-worker asked if I would be a reference for her. I thought Robin planned to use my name as a reference in her job search as we were both looking for new jobs at that time. I agreed to be a reference for Robin. I stopped working at [REDACTED] in June 2008 after I found a job closer to my home. I have had no contact with Robin [REDACTED] since June 2008.

3. In July 2008 I started receiving messages on my cell phone from Sean, an employee of Rent-A-Center. My phone was turned off during work hours but I checked messages at breaks and lunch. The messages from Sean stated I needed to call him back as he

1 was trying to reach Robin [REDACTED] and she had named me as a reference. The phone number Sean
2 left in the messages was 253-[REDACTED] I didn't return Sean's calls as I was no longer in
3 contact with Robin [REDACTED]. I had e-mailed Robin at her [REDACTED] e-mail address but she did
4 not return the e-mail message. I also tried to call Robin, but the number had been disconnected.

5 4. On a day that I was away from work to attend a funeral, my phone rang and it
6 was Sean from Rent-A-Center. He said he was calling as he had been trying to reach Robin
7 [REDACTED]. I told Sean I had received his previous messages but had not called him as I was no
8 longer in contact with Robin and the phone number I had for Robin was now disconnected. I
9 asked Sean to stop calling me. Sean said he would stop the calls.

10 5. A day or two after he said he would stop the calls, he started calling me again.
11 Sean or another Rent-A-Center employee were calling me three or four times a day leaving
12 messages that I needed to call them back as they were trying to reach Robin [REDACTED]. I called the
13 Rent-A-Center phone number and asked to speak to Sean. The man who answered at Rent-A-
14 Center said Sean was not available. I believe he said his name was Justin. I told Justin that I
15 was still receiving numerous messages from Sean after I had told him I was no longer in
16 contact with the person they were trying to reach and he had promised to stop calling me. I
17 told Justin I was tired of getting these messages and asked him to give Sean the message to
18 stop calling me. Justin said he would give Sean the message.

19 6. The calls from Rent-A-Center stopped for a day or two, and then I started
20 receiving messages from a Rent-A-Center employee who said his name was Matt. Matt stated
21 in the messages he was trying to reach Robin [REDACTED] and I needed to call him back as I was
22 named as a reference for Robin. I was on an afternoon break at work and my cell phone was
23 on as I was checking messages. The phone rang and it was Matt from Rent-A-Center. I told
24 Matt I was really tired of getting calls from Rent-A-Center employees after I had already told
25 them several times I was no longer in contact with Robin [REDACTED] and I had no way of reaching
26 her. I asked Matt to take me off their calling list. Matt said he would have my name taken off

1 the calling list and would stop calling me. That evening at about 6:30 after I got home from
2 work my phone rang and it was Matt from Rent-A-Center again calling me after he had told
3 me only a few hours earlier that he would stop the calls. I was really angry that I had to deal
4 with the Rent-A-Center calls again. I reminded Matt that afternoon he had told me he would
5 take me off their calling list and stop calling me. Matt was nasty in his response to me. I
6 asked to speak to his supervisor. He told me he was the supervisor. I again asked him to take
7 me off their calling list and to stop the calls. Matt asked for my phone number. I refused to
8 give Matt my phone number and told him they must have the number because they have been
9 calling me so often.

10 7. Matt continued to call me and leave messages. I estimate that Rent-A-Center
11 employees called me at least 30 times despite my numerous requests that they take me off their
12 calling list as I was no longer working with Robin [REDACTED] and had no way of contacting her. The
13 employees called me multiple times per day. I felt like they were harassing me.

14 8. I found it very troubling that Rent-A-Center employees somehow obtained my
15 elderly in-laws' home phone number and called their home asking for me. My in-laws were
16 scared by the calls as they had no idea why the employees were calling them. My husband
17 answered one of the calls when he was at my in-laws' house. He demanded that Rent-A-
18 Center employees stop calling his parents. I called the phone number I had for Rent-A-Center
19 and asked how they had obtained my in-laws' phone number. The employee I talked to did not
20 tell me how they obtained it. I told them they needed to stop calling my in-laws as they are
21 elderly and have nothing to do with this issue.

22 9. I filed a complaint with the Better Business Bureau and called the Rent-A-
23 Center corporate headquarters to complain about the continuous harassing calls from Rent-A-
24 Center employees. I talked with a district manager from Rent-A-Center about what was
25 occurring and I asked him how Rent-A-Center obtained my in-laws' phone number. He said
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1 they had no records that indicated my in-laws had been called. The calls finally stopped after I
2 filed the complaint.

3 I declare under penalty of perjury under the laws of the State of Washington that the
4 foregoing is true and correct.

5 Signed this 12 day of May, 2009 in Tacoma, Washington.

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8 SYLVIA CARR
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

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THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
MARK PATRICK

I, Mark Patrick, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Street, College Place, Washington 99324.
3. In the spring of 2008, I rented a big screen television from the Rent-A-Center store in Walla Walla.
4. If I was late with the payment, Rent-A-Center employees called me on my cell and home phone numbers several times per day. The employees called minutes apart from four or five different phone numbers, including cell phone numbers. They often left phone messages with profanity. The Rent-A-Center employees used profanity in at least half of the phone calls and messages. One of the employees who called often was named Junior.

1 5. Rent-A-Center employees called my references when I was only a few days late
2 on the payment. They also called references who were listed on my late mother's contract
3 about my payment. I complained to the store employees they should not be calling people
4 listed on my mother's contract about my account.

5 6. In the summer of 2008, my wife was hospitalized in Walla Walla and had to be
6 transferred to a Spokane hospital for surgery. I called the Rent-A-Center store to explain I
7 would be late in making the payment as I would be in Spokane with my wife. The person I
8 talked to said that was no problem and to come in to make the payment when I returned. We
9 were in Spokane for at least two weeks because my wife's doctor wanted her to stay in
10 Spokane while she recovered. Rent-A-Center employees continued to call on our home and
11 cell numbers several times a day while I was with my wife.

12 7. When we returned home, our neighbor [REDACTED] told me that a man from
13 Rent-A-Center had been at our house and appeared to be trying to kick down the door. The
14 door frame was split from the door handle and there were shoe marks on the door where it had
15 been kicked. The door had to be replaced.

16 8. I called the Rent-A-Center store to complain about their employee trying to kick
17 in our door and damaging it. The employee responded that's what we get for not turning in
18 their property. I told them they are not allowed to damage my property. The employee said
19 they can do what they want to get their property back.

20 9. I went to the Rent-A-Center store to talk to the manager. I told him about the
21 damage his employee caused to my door and asked him to pay for the door to be replaced. The
22 manager denied that his employee had kicked our door and refused to pay for the replacement.
23 I told him my neighbor saw it happen. I told the manager they could come to pick up the TV
24 and I was not making any more payments. He said I had to pay all of the late fees. I told him I
25 was not paying the late fees when their employee kicked and damaged our door. Two
26 employees picked up the TV the next day.

10. I complained to the corporate office about Rent-A-Center's profane calls and the damage caused by their employee kicking my door. Someone from that office called me back and said these are not normal practices for their employees and asked if I had any proof. I told him my neighbor saw the employee kicking the door, and I still had several profane messages on my cell phone. He suggested that I have my phone carrier transfer the messages to Rent-A-Center. I called Sprint to ask them to transfer the messages but the representative said they could not do that.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this ____ day of _____, 2009 in College Place, Washington.

MARK PATRICK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
CAROL L. HAMMONS

I, Carol L. Hammons, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Place SE #A, Everett, Washington 98208.
3. In August 2006, I signed a contract to buy a sectional sofa with two recliners and a hide-a-bed from the Rent-A-Center store in Everett. The Rent-A-Center store delayed in delivering the sofa to my apartment. When the sofa was finally delivered, the fabric was torn, a foot was bent, and the recliner didn't work. I reported the problems with the sofas to the Rent-A-Center store on August 16, 2006.
4. On August 23, 2006, I received a call at 10:00 pm from a male Rent-A-Center employee who told me he would be at my residence the next morning to make the repair. I told him I would not be at home at that time. He asked if I could have my neighbor let him

1 into the apartment to do the repair. I thought it was unprofessional of a Rent-A-Center
2 employee to call me so late at night and then expect me to allow my neighbor to let him in the
3 apartment.

4 5. In late August 2006, I called the Rent-A-Center 800 number that I found on the
5 website to complain about the sofas. I received no call back or correspondence from Rent-A-
6 Center about my complaint. I complained to the Rent-A-Center store employees when I went
7 in to make my payments, but the manager refused to talk to me about my complaint. The sofas
8 were never repaired and I received no refund or credit from Rent-A-Center.

9 6. On October 21, 2006, I was at an all-day training event. My eleven year old
10 autistic daughter was at home with two neighbor girls who were babysitting her. Rent-A-
11 Center employees came to my apartment three times that day and harassed my daughter and
12 babysitters. The new Everett manager, Seetin, was one of the employees who came to my
13 apartment that day.

14 7. My babysitter said the Rent-A-Center employees told them I would be put in
15 jail for theft if the sofas were not returned to them. The babysitter called me while I was at
16 training and told me the Rent-A-Center employees were scaring them as they had come to the
17 apartment three times that day and they refused to leave. I told the babysitter to tell the
18 employees to leave immediately and if they did not leave to call the police. My daughter and
19 the babysitters were very scared and upset by the Rent-A-Center employees' behavior.

20 8. On October 23, 2006 after a long day of classes and dealing with health-related
21 issues, my daughter and I returned home at 8:00 p.m. There was a knock on my door and a
22 Rent-A-Center employee demanded that the sofas be returned. I told her I wanted to speak to
23 Thomas, one of the managers, as he and I had discussed an arrangement for Rent-A-Center to
24 make repairs to the sofas. The employee instead called Seetin to come over. They claimed I
25 was on a month-to-month rental and I had not paid for the sofas. I actually had a weekly rental
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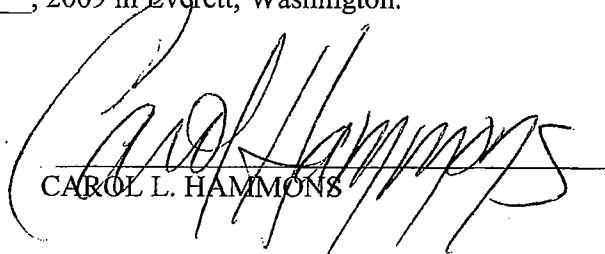
1 and I told them I had been paying for the time the sofas had not been repaired and had worked
2 out an arrangement with Thomas. Seetin ignored what I was saying.

3 9. A neighbor called me to ask why there were two police cars and a Rent-A-
4 Center vehicle outside the apartment. I told Seetin to take the sofas.

5 10. My neighbor [REDACTED] was also a Rent-A-Center customer. She told me
6 that Seetin divulged my personal financial information to her. Seetin told Mika I had never
7 made a payment for the sofas and he didn't know why they rented to me because I write bad
8 checks. I had never paid Rent-A-Center by check. I made the payments to Rent-A-Center
9 only in cash. It was embarrassing to me that Seetin was making claims about my personal
10 financial information to others.

11 I declare under penalty of perjury under the laws of the State of Washington that the
12 foregoing is true and correct.

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14 Signed this 21st day of April, 2009 in Everett, Washington.

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18 CAROL L. HAMMONS
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PROOF OF SERVICE

I certify that I served a copy of this document on all parties or their counsel of record
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☐ State Campus Delivery

☒ Sent by e-mail:

e-mail: and

I certify under penalty of perjury under the laws of the state of Washington that the
foregoing is true and correct.

DATED this _____ day of _____, 2009 at Seattle, Washington.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
TAMMY HAASE

I, Tammy Haase, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Road, Lynnwood, Washington 98087.
3. In the spring of 2007, my husband Philip rented a living room set from Rent-A-Center in Lynnwood, Washington. He always made the rental payments either in advance, on or a few days after the due date. If he was not able to make it to the Rent-A-Center store in Lynnwood to make the payment on the due date he would call the store manager Chad to let him know he would be in the next day to make the payment.
4. Despite Philip's calls to Chad, as soon as the payment was late Rent-A-Center employees would start repeatedly calling our house. They would also call Philip at work

1 where he is the Finance Director for the [REDACTED] dealership. He had told them not to call him
2 at work. The Rent-A-Center employees would call an average of six times throughout the day.

3 5. As soon as the payment was late, Rent-A-Center employees would come to our
4 house. It was usually a group of three large men driving a Rent-A-Center truck. If I saw them
5 coming to our house and Philip was not at home I would close the automatic driveway gate.
6 The men would then open the manual gate and walk to the house to ask me when the payment
7 would be made.

8 6. On Sunday October 18, 2008, the rental payment to Rent-A-Center was two
9 days late. Philip had just left for work. Two women came to our house and started pounding
10 aggressively and continuously on the front door. One of the women identified herself as
11 Christine from Rent-A-Center. I was home with our three children, two girls who are 18 and
12 16, and our 15 year old son. We were afraid to open the door. I told Christine that Philip was
13 on his way to work and to stop pounding on the door. Christine yelled that we had stolen
14 furniture and we needed to give her the furniture immediately. I asked Christine if she had a
15 court order to take the furniture. She responded that she did have a court order. I asked her to
16 slip the court order under the door so I could read it. She gave us no paperwork. Christine
17 screamed that we are "ghetto trash" because we are people who rent our furniture instead of
18 buying it. I told Christine that if she did not leave immediately I would call the police. She
19 then screamed several vulgar names at me. My daughter recorded the incident on her cell
20 phone.

21 7. My husband complained to Chad, the Lynnwood store manager, and to Jessie,
22 the district manager for Rent-A-Center about Christine's actions. He was informed the woman
23 who came to our house with Christine was a new employee who was being trained by Christine
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1 in collection practices. We were appalled to learn that this is how Rent-A-Center employees
2 are trained to collect payments.

3 I declare under penalty of perjury under the laws of the State of Washington that the
4 foregoing is true and correct.

5 Signed this 31 day of March, 2009 in Lynnwood, Washington.

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7 Tammy Haase
TAMMY HAASE

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I certify under penalty of perjury under the laws of the state of Washington that the
foregoing is true and correct.

DATED this 31 day of March, 2009 at Seattle, Washington.

Tammy Haase

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
KAREN LYONS

I, Karen Lyons, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Hwy #826, Federal Way, Washington 98003.
3. I started renting items from the Rent-A-Center store on Martin Luther King Way in Seattle in 2004. In December 2005, the manager of the store combined the items into a set so I could make one payment. The set included a living room couch and loveseat, an entertainment center, a 56" television, a youth bed and a full-size bedroom furniture set.
4. I moved to Federal Way in July 2006 so my Rent-A-Center account was moved to the Federal Way store. I made all my payments on the contract. If I was late with the payment I paid the late fee. I didn't have too much trouble with the Federal Way manager and staff until I lost my job in late 2006. I fell behind on the payment and Rent-A-Center staff

1 called me three or four times per day to tell me the payment was late. I borrowed money from
2 my mother and other family members to make the payments because I was committed to
3 paying off the contract. By late 2006 I had been making the payments for two years and I had
4 about two years remaining until the contract was paid off. Dan, the manager at the Federal
5 Way store told me the contract was not written correctly and the payment was too low. I told
6 him that was not my fault as it had been written by the manager at the Martin Luther King Way
7 store. Dan told me he would have to write up a new contract and I would have to start over
8 with payments. I was not willing to do that after paying on that contract for two years.

9 5. I had been treated well by the Rent-A-Center staff on Martin Luther King Way.
10 They were willing to work with me and did not threaten or harass me. Dan, the manager at the
11 Federal Way store, and his employees were rude, disrespectful and threatening. They did not
12 communicate with each other. If I contacted the store and left a message, the information was
13 not noted on my account and the other employees claimed to have no notice that I had called.

14 6. I dealt with many instances of the Federal Way manager and employees'
15 threatening and disrespectful treatment. One afternoon I returned home from work at about
16 3:00 pm and some neighbors were laughing at me and said I was in trouble. When I got to my
17 apartment, I found at least 10 stickers from Rent-A-Center all over my door. I had been at
18 work for four or five hours. I was embarrassed and called the store manager to complain.

19 7. In November 2006, I was late with a payment. I thought my daughter had made
20 the payment, but she did not. A Rent-A-Center store employee called me. I told him I had half
21 of the payment but I needed to go to the bank to cash a check so I could make the rest of the
22 payment. I told him I would be in the store the next day to make the full payment.

23 8. The next day at about 10:00 a.m., someone started banging on my apartment
24 door. I opened the door and saw that it was a woman from Rent-A-Center. She is an African
25 American woman and I believe she was the only African American woman working at the
26 Federal Way Rent-A-Center at that time. I had my grandsons with me. The baby was sleeping

1 and the six year old was standing next to me. My brother [REDACTED] was also at my
2 apartment and he heard everything that was said. The woman said I needed to make the full
3 payment immediately or they were taking the furniture that day. I told her I had already
4 informed the store I had half of the payment and just needed to get to the bank to cash my
5 check to have the rest of the payment and I would be making the full payment at the store that
6 day. I offered to give her half of the payment immediately. She refused to accept it. The
7 woman again told me I had to make the full payment immediately or they were going to take
8 the furniture. I asked why she was putting me through this hassle. I told her I would not allow
9 her to come into my apartment and I wasn't giving them the furniture after I had been paying
10 on the contract for three years and I was close to paying it off. I told her again that I would be
11 taking the payment to the store that day as soon as I could get to the bank. My brother told me
12 to close the door. I tried to close the door and the woman stuffed her foot in the door and tried
13 to push it open.

14 9. The woman told me they had to take the furniture or else they were calling the
15 police. I asked why she was calling the police. She then said they were calling the police and I
16 would be going to jail and the police would have to take my children to CPS. She asked why I
17 would want my kids to go to CPS over something so petty. The woman said this could all be
18 avoided if I let them take the furniture. I was appalled and upset with her threats. My
19 grandson started crying. I told the woman to go ahead and call the police, but I was not letting
20 her into my apartment. My brother took my grandson into another room to try to calm him
21 down.

22 10. A male Rent-A-Center employee who was with the woman then called the
23 Federal Way store on his cell phone. He told me I should speak to someone at the store. I told
24 the person at the store their employee was way out of line with her threats and no one from
25 their store had ever been that physical with me. He asked me when I would be in to make the
26 payment. I told him I had to ride the bus to Wal-Mart to cash my check then I would have the

1 full payment and could bring it to the store. He asked what time I would be at the store with
2 the money. I told him I didn't know for sure because I had to ride the bus. He demanded a
3 time so I told him I should be there in an hour. He told me if I had not made my payment in
4 one hour, they would be back to pick up the furniture. I told him I was not giving up this
5 furniture after all the years I had made payments.

6 11. My grandson was so upset by this incident that he didn't want to come visit me
7 for several weeks because he was afraid the police would take him to jail.

8 12. The Federal Way Rent-A-Center employees seemed to get more aggressive in
9 trying to take the furniture from me as I got closer to paying off the contract. I had worked too
10 hard and struggled for so many years to make that payment that I did not want to lose the
11 furniture or start over on the contract. I finally paid off the contract in early 2009.

12
13 I declare under penalty of perjury under the laws of the State of Washington that the
14 foregoing is true and correct.

15
16 Signed this 26 day of June, 2009 in Federal Way, Washington.

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19 KAREN LYONS
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
BRANDY COLEMAN

I, Brandy Coleman, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Road, Bremerton, Washington 98312.
3. In March 2006, my mother [REDACTED] and I rented a television and surround sound stereo/home theater from the Rent-A-Center store in Bremerton. The Rent-A-Center employees said the television was new, but I found out after we rented that it was used. With semi-monthly payments of \$86.58, the purchase price of this used television was \$6,412.50. I also rented a computer from this store in June 2007. The rental contracts for the television and computer are attached.

1 4. I did not understand the contract terms as they were not explained to us as the
2 contract was written. Debbie, the Bremerton store manager, and I disagreed on what I owed on
3 the contracts.

4 5. After I paid approximately \$2,000 on the television rental contract, the
5 television was picked up from my home by Rent-A-Center employees when I was six days late
6 on a payment.

7 6. Debbie, the manager of the Bremerton store called and asked my mother and me
8 to come back to the store as she did not want to lose our business. Debbie told us we could
9 purchase the television for \$3,700 and she would credit our account for the \$2,000 we had
10 already paid on the television. We re-rented the television in September 2007. A copy of the
11 second contract is attached.

12 7. Rent-A-Center did not credit us for any payments we had already made on this
13 television. We had to start the payments all over even though we had already paid \$2,000 on
14 this television. The employees continually harassed us for payment after I thought the
15 television had been paid for. Debbie insisted I still owed money on the television and that I
16 had to return the television or pay for it in full at the \$3,700.00 price. I asked Debbie and other
17 Rent-A-Center employees for print-outs of what I had paid on the television, but they refused
18 to provide this to me.

19 8. I was out of town November 5 to December 10, 2007. Before I left, I notified
20 Debbie at Rent-A-Center that I would be gone. I arranged for the friend who was staying at
21 my house to make the payments to Rent-A-Center. My friend reported to me that he made the
22 payments on the specified due dates, but Rent-A-Center employees called the house on a
23 regular basis and came to the house two to four times per week, knocked on the door and
24 harassed him for payment. While I was out of town, Rent-A-Center employees left over 50
25 messages on my phone message system.

9. In December 2007, my mother had a heart attack and was hospitalized. Less than 24 hours after she returned home from the hospital, Debbie and another Rent-A-Center employee drove to our house in a personal vehicle. My mother and son were at home. One person went to the front door and continuously rang the doorbell while the other went to the window and shouted obscenities. The Rent-A-Center employees shouted for them to come outside and yelled, do you "want to go to jail over this?" The Rent-A-Center employees know my mother has a heart condition. My mother and son were very scared by this incident.

10. Debbie filed a report of stolen merchandise against me with the Bremerton Police. The police told me they were dropping the case as there was nothing they could do about it.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this 10th day of June, 2009 in Bremerton, Washington.

Brandy Coleman
BRANDY COLEMAN

RECEIVED
APR 29 2009

ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION
SEATTLE

Hon. Jeffrey Ramsdale

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
LISA FOBIAN

I, Lisa Fobian, declare under penalty of perjury under the laws of the state of Washington,
that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Drive SE, Snohomish, Washington 98296.
3. In March 2006, my husband Kent and I rented a washer and dryer from the
Everett Rent-A-Center. In November 2006, we rented a living room set. The Rent-A-Center
staff asked for Kent's work phone number for the contracts. We provided the phone number,
but informed Rent-A-Center staff that Kent could not take calls at work.

4. The Everett Rent-A-Center was initially flexible in working with us on our
rental payment date. If we were going to be a day or two late on the payment, I would call to
let them know when my payment would be made. When a new manager was hired at the
Everett store, he insisted the payment had to be made on the due date and if I could not pay

DECLARATION OF
LISA FOBIAN

1 that day they would come to our home to pick up the items and we could re-rent them when we
2 were ready to make the payment. If the payment was late, the Rent-A-Center employees called
3 us continuously at home and at Kent's work. We sometimes received up to twelve phone calls
4 from Rent-A-Center employees in a day. Kent repeatedly reminded employees from Rent-A-
5 Center who called him at work that he could not take calls at work. The employees continued
6 to call him at work.

7 5. The treatment our family has endured from the Rent-A-Center staff has caused
8 us a great deal of stress. The employees have called me derogatory names including deadbeat,
9 liar and thief and they have told me they will press criminal charges against me for stealing.

10 6. In December 2006, my mother [REDACTED] rented a sofa set and dining room
11 set on her own account at the Everett Rent-A-Center. She kept these items at our house as she
12 was living with us at the time. Without authorization, Rent-A-Center charged our rental
13 payment to my mother's bank account causing her to have a negative balance. When my
14 mother called to complain, the Rent-A-Center employee called her a "crazy bitch" and insisted
15 my mother had called the store to authorize the withdrawal. It took the store 72 hours to
16 restore the funds to her account.

17 7. In January and February 2007, Kent was unable to work as he had bronchitis.
18 After he recovered, Kent had difficulty finding work and we were evicted from the rental
19 house in Everett. We had to move in March 2007 so we asked Rent-A-Center to pick up the
20 items. About two weeks later, we re-rented a less expensive washer and dryer, a refrigerator
21 and the living room set from Rent-A-Center.

22 8. In June 2007, I went to the Everett Rent-A-Center store to make a payment.
23 The manager told me he would not take my payment and they would be sending a truck to our
24 house to pick up all of the items. I felt he was being unreasonable. I called the Everett Police
25 Department as I was angry and frustrated trying to deal with the manager. When the police
26 officer arrived the Everett manager claimed that I was harassing him and he had told me to

1 leave the store. The police officer told me I would be arrested if I didn't leave the store as
2 directed.

3 9. I complained to the Rent-A-Center regional manager. He told me to go to the
4 Lynnwood store to make my payment. When I arrived at the Lynnwood store, the manager
5 refused to accept my payment. Apparently, the manager at the Everett store had called him to
6 warn him not to accept my payment. I called the regional manager again and he instructed the
7 Lynnwood manager to accept my payment and have the account transferred to the Lynnwood
8 store.

9 10. In addition to making repeated phone calls to our house and to Kent's work,
10 Rent-A-Center employees would drive a truck to our house and two men from the store would
11 come to the door to ask for payment. They would make several visits per day to our house. If
12 my husband was not at home, I would not let the men in the house because I was afraid of
13 them. The men would often yell outside the door that they knew I was inside.

14 11. On one of the visits by Rent-A-Center employees, the men knocked on my door
15 and told me they knew I was in the house. When I didn't answer the door, I heard one of the
16 men walking around the outside of the house apparently to look in the windows. I was very
17 frightened that this man was walking around my house.

18 12. The Rent-A-Center employees have come to our house when Kent and I were at
19 work and our teenage children were home alone. The employees asked my children where
20 their parents were and when we would be making a payment. My children were intimidated by
21 these visits.

22 13. An employee from the Lynnwood Rent-A-Center store called our house and my
23 fifteen-year old son Patrick answered the phone. The woman threatened that if his mother did
24 not contact the store within three days they would take legal action against her because she
25 doesn't keep her word. Patrick was terrified that a police officer would be coming to the house
26 to arrest me.

1 14. In October 2007, the Lynnwood store withdrew a rental payment of \$93.90
2 from my checking account using my debit card account number without my authorization. The
3 withdrawal caused me to incur about \$100.00 in NSF charges and late fees on my rent. When I
4 called Chad, the Lynnwood manager to complain, he accused me of having no intention of
5 making the payment.

6 15. The Rent-A-Center employees called Kent repeatedly at work if our payment
7 was late, despite that we informed them he can receive no calls on his work phone. Kent was
8 working as the IT Administrator at [REDACTED] School. He carried his cell phone
9 and answered all calls as he had to be accessible to school employees. Kent's supervisor asked
10 him about the Rent-A-Center calls and told him he needed to get a handle on it as he should
11 not be called at work. Rent-A-Center employees continued to call him at his work number. In
12 January 2008 the school was bought by new owners. While he was in a meeting with the new
13 owners to discuss if they should keep him on staff, an employee from the Lynnwood Rent-A-
14 Center called Kent. She was very aggressive in the call. Kent told her he could not talk to her
15 and hung up. She called him back immediately. Kent told her again he could not talk and to
16 call me at our home number. The next day, the new owners of the school gave Kent a two-
17 week termination notice. We believe it was the calls from Rent-A-Center that caused Kent to
18 lose his job.

19 16. I called the Rent-A-Center corporate customer service office to complain about
20 the company's aggressive collection practices.
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1 A representative from that office informed me that Rent-A-Center doesn't have to comply with
2 the Fair Debt Collection Act as they own the merchandise.

3 I declare under penalty of perjury under the laws of the State of Washington that the
4 foregoing is true and correct.

5 Signed this 27 day of April, 2009 in Snohomish, Washington.

6 
7

LISA FOBIAN

PROOF OF SERVICE

I certify that I served a copy of this document on all parties or their counsel of record on the date below as follows:

☐ US Mail Postage Prepaid via Consolidated Mail Service

☐ ABC/Legal Messenger:

☐ State Campus Delivery

☒ Sent by e-mail:

e-mail: and

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 27 day of April, 2009 at Seattle, Washington.

Lisa K. Fobian

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
DIANNA VANDUSEN

I, Dianna Vandusen, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.
2. I reside at [REDACTED] Drive, Lakewood, Washington 98498.
3. I have rented several items from Rent-A-Center in the past ten years, including two kids' bunk beds, couches, three washer and dryer sets, televisions and stereos. While I had many problems with Rent-A-Center's damaged items and collection practices, I rented from them because I can't qualify for credit to buy these items.
4. I had trouble keeping up with the rental payments after a car accident in January 2007 and my house cleaning and tanning businesses started failing. If my payment was a day late Rent-A-Center employees would call numerous times per day on my cell phone, at my home and at my businesses. The employees usually blocked the phone numbers so I wouldn't know they were calls from Rent-A-Center.

5. Three men from Rent-A-Center came to my tanning shop to tell me my payment was late and they would be picking up their property if I didn't make the payment. The men stood at the counter while I tried to help my customers. This was very embarrassing and I was concerned my customers would question the stability of my business with these men coming in and publicly announcing I needed to pay my bill. I told them not to come back to my business.

6. The men from Rent-A-Center came back to my business two more times after I had asked them to stop coming to my business. I called the district manager for Rent-A-Center to complain. I told the manager their collection practices were unprofessional and Gestapo tactics and they were stressing me out during a difficult time in my life. The manager was rude. He said I had a bad payment history and because I had a bad payment history they can collect how they see fit.

7. Most of the items I have rented from Rent-A-Center were damaged at the time I rented them. The damage would sometimes be noted on the contract, but in most cases it was not. Even when the items were not working, Rent-A-Center insisted on collecting the rent. For example, the screen on a television went black within a few days of renting it this month. Rent-A-Center employees said I had to pay rent on the television while I waited for it to be repaired.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this day of , 2009 in Lakewood, Washington.

DIANNA VANDUSEN

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RENT-A-CENTER WEST, INC., a
Delaware corporation,

Petitioner,

v.

THE STATE OF WASHINGTON, *et*
al.,

Respondents.

NO. 08-2-32502-4SEA

DECLARATION OF
DORIAN MCDADE

I, Dorian McDade, declare under penalty of perjury under the laws of the state of Washington, that the following is true and correct:

1. I am over 18 years of age and otherwise competent to make this declaration.

2. I reside at [REDACTED] Seattle, Washington 98118.

3. In March 2008, I had surgery on my knee. I rented a reclining bed from the Rent-A-Center store on Martin Luther King Way. I thought a reclining bed would be more comfortable while I recovered from the surgery.

4. Rent-A-Center delayed in delivering the bed and when it was finally delivered the bed did not have all of the parts. I talked to one of the store managers about the delay and he told me they would change the payment date to compensate for the delay in delivering and setting up the bed. Apparently, the change was not made to my account at the store and Rent-

1 A-Center employees started calling me when I had not made a payment on the original
2 payment date.

3 5. Rent-A-Center employees called me at home, on my cell phone and at work.
4 They also came to my house and told me they were there to pick up the bed because I was late
5 on the payment. I told them I was not late on the payment because their payment schedule was
6 mixed up as it had not been changed as the manager promised.

7 6. In 2008 I was working as the night auditor at [REDACTED] Hotel in downtown
8 Seattle. After I had surgery, I was recovering at home. Micah, a co-worker, called me at
9 home. He told me "the cops are looking for you." Micah said an officer from the King County
10 Police had called the hotel to talk to me about a Rent-A-Center account. I asked if he was
11 joking. Micah said no, someone from the King County Police had called and I better call him
12 back. He gave me the telephone number.

13 7. I was very concerned about hotel management hearing that someone claiming to
14 be with King County Police was calling me at work. As an auditor, I was responsible for
15 handling money at the hotel and the managers would obviously be concerned if they thought
16 the police were calling me.

17 8. I called the phone number and a man from Rent-A-Center answered. I told the
18 man that someone left that phone number at my work and said he was with the King County
19 Police and I was supposed to call about my Rent-A-Center account. The man denied that he
20 had called the hotel.

21 9. I called the telephone number a second time and a woman from Rent-A-Center
22 answered. I told the woman a man from Rent-A-Center had called the hotel where I work and
23 claimed to be a police officer with King County Police. I told the woman I would be filing a
24 complaint with the police department about this call. The woman responded that is not how
25 they handle business and apologized for the call. She said she hoped I would not file a
26 complaint with the police.

10. I called a Seattle police officer I had worked with when they held a Police Officers Ball at the hotel. I told her about the call from a Rent-A-Center manager impersonating a police officer. The police officer said I should come to their office to file a complaint as it was a crime for someone to impersonate a police officer. It was difficult for me to get to the police department while I was recovering from the surgery so I did not file the report.

11. I complained to a Rent-A-Center district manager about the call. The manager offered to resolve my complaint by discounting the price of the bed and pushing my payments back a month or two. He also told me they would stop all collection calls.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed this 18 day of July, 2009 in Seattle, Washington.


DORIAN MCJADE