



competing RTO company that has a store in close proximity to the closing store. This unilateral decision to sell a closed store's consumer rental contracts to a competitor is common in the RTO industry.

3. The conduct challenged in this complaint involves the instances when Buddy's did not make a unilateral decision to sell a closed store's consumer rental contracts to a competitor. Buddy's instead entered into reciprocal purchase agreements whereby Buddy's agreed to close an RTO store or stores and sell the closed store's or stores' consumer rental contracts to an RTO competitor, contingent on that RTO competitor agreeing to close a different RTO store or stores and sell those closed store's or stores' consumer rental contracts to Buddy's.
4. These reciprocal purchase agreements included reciprocal non-compete agreement clauses, whereby Buddy's and the RTO competitor agreed not to compete within a specified geographic market for a specific time-period, typically three years, in the area or areas where the stores were closed.
5. The reciprocal purchase agreements with reciprocal non-compete agreement clauses constitute an unfair method of trade, violating Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45.

Respondent

6. Respondent Buddy's is a limited liability company organized, existing, and doing business under and by virtue of the laws of the United States, with its headquarters and principal place of business located at 4705 Apopka Vineland Road, Suite 206, Orlando, FL 32819.

Jurisdiction

7. At all times relevant herein, Buddy's has been, and is now, a corporation as

an overall agreement between [] and Purchaser regarding the respective subject matter of each of the Purchase Agreements. [] and Purchaser agree that their performance obligations under each of the Purchase Agreements are expressly conditioned upon both parties' performance under both of the Purchase Agreements and that they shall each perform their obligations under both Purchase Agreements, or not at all. For avoidance of doubt, in the event of the

agreements through store closures that may not have occurred absent the reciprocal purchase agreements, leading to:

- i. Impairing quality and service competition in the affected geographic markets; and
- ii. Reducing the number of locations and product selection available to consumers.

20. The reciprocal purchase and non-compete agreements have the effect of allocating geographic markets