

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

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GRIFFIN, et al,	:	
	:	December, 2000
	:	
Plaintiff,	:	No. 2373
v.	:	
	:	Commerce Program
RENT-A-CENTER, INC.	:	
	:	Control No. 081842
	:	
Defendants.	:	

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**ORDER and MEMORANDUM**

**AND NOW**, this 13th day of DECEMBER, 2002, upon consideration of the Preliminary Objections filed by Defendant, Rent-A-Center, Inc (the “Defendant”), to the Plaintiffs’, Gregory Griffin and Filecia Griffin (the “Plaintiffs”), Second Amended Complaint, the parties responses thereto, and in accordance with the Memorandum Opinion being filed contemporaneously with this Order, it is hereby ORDERED and DECREED that:

Defendant’s Preliminary Objections are **SUSTAINED**; and Plaintiffs’ Complaint is **DISMISSED** with prejudice.

BY THE COURT:

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*GENE D. COHEN, J.*

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**MEMORANDUM OPINION**

*COHEN, GENE D., J.*

Before the Court are the preliminary objections of Defendant, Rent-A-Center, Inc. (“Defendant”) to Plaintiffs’, Gregory Griffin and Filecia Griffin (the “Plaintiffs”) Second Amended Complaint (the “Complaint”). Defendant objects in the nature of a demurrer as to Counts I and II.

The instant Complaint was brought by Plaintiffs, a husband and wife, in connection with numerous household furniture and electronic items, which they rented from the Defendant. The Plaintiffs seek class certification to represent past, present and future customers of Defendant’s Pennsylvania stores. Second Amend. Compl. ¶3. At issue are the Defendant’s Rental Purchase Agreements with Plaintiffs, dated August 20, 1999 and January 15, 2000 (the “Rental Purchase Agreements”). *Id.* ¶5. The Plaintiffs allege that the Rental Purchase Agreements violate numerous provisions of the Goods and Services Installment Sales Act, 69 P.S. §1101 *et. seq.* (the “GSISA”) *Id.* ¶¶ 25-26. Plaintiffs’ also allege that Defendant’s violations of the GSISA are

fraudulent, and violate the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-2(4)(xxi) (the “UTPCPL”). *Id.* ¶30. Plaintiffs seek to bar Defendant from collecting any sum in excess of the “Cash Price” listed in the Rental Purchase Agreements, and obtain treble damages for any excessive service, finance, or late charges incurred by any party. Second Amend. Compl. ¶27.

Defendant preliminarily objects to Plaintiffs’ allegations on the ground that the Defendant’s actions are governed by, the Rental Purchase Agreement Act (the “RPAA”), 42 Pa. C.S.A. §6901, *et seq.* not the GSISA. As such, Defendant argues that Plaintiffs’ Complaint should be dismissed in its entirety because it is based on an alleged violation of inapplicable law. Upon review of the pleadings and for the reasons set forth below, Defendant’s Preliminary Objections are Sustained and the Plaintiffs’ Complaint is Dismissed.

### **DISCUSSION**

Defendant’s preliminary objections in the nature of a demurrer are **Sustained**. For the purposes of reviewing preliminary objections asserting legal insufficiency, “all well-pleaded material, factual averments and all inferences fairly deducible therefrom” are presumed to be true. Tucker v. Philadelphia Daily News, 757 A.2d 938, 941-42 (Pa. Super. Ct. 2000). When presented with preliminary objections which if sustained, would result in a dismissal of an action, a court should sustain the objections only where “it is clear and free from doubt from all the facts pleaded that the pleader will be unable to prove facts legally sufficient to establish [its] right to relief.” Bourke v. Kazaras, 746 A.2d 642, 643 (Pa. Super. Ct. 2000)(citation omitted). Essentially, the question presented by demurrer is whether, on the facts averred, the law says with certainty that no recovery is possible. Bailey v. Storlazzi, 729 A.2d 1206, 1211 (Pa. Super. Ct. 1999).

The Plaintiff urges the Court to accept that the Defendant's Rental Purchase Agreements are governed by the GSISA. However, a plain reading of the RPAA reveals that it, not the GSISA, governs. Under 69 Pa. C.S.A. §6902, a "Rental-purchase agreement" is defined as:

An agreement for the use of personal property by an individual primarily for personal, family or household purposes for an initial period of four months or less that is automatically renewable with each rental payment after the initial period and that permits the lessee to acquire ownership of the property.

When applied to the facts of the instant case, there is little doubt that the Defendant's Rental Purchase Agreements fall within the above statutory definition of a "Rental-purchase agreement."

First, the Plaintiffs, a husband and wife, rented bedroom furniture and a used computer, both of which are for "personal, family or household purposes." Second, the initial term of the Rental Purchase Agreements are for "one week or one month," and may be renewed for "additional weekly or monthly terms by paying rent for an additional term." See Second Amend. Compl. Exs. A & B. Finally, the Rental Purchase Agreements provide that "if you rent the property for the following number of weeks or months, you will pay the amount shown and will acquire ownership of the property. . ." Id. Thus, when compared to the statutory requirements of the RPAA, the Rental Purchase Agreements fall squarely within the statutory definition of a "Rental-purchase agreement."

Despite this fact, in its reply to the Defendant's Preliminary Objections, the Plaintiffs contend that the GSISA governs and argue that the limiting language of the RPAA supports their conclusion.<sup>1</sup> Again, a plain reading of the statute reveals that the RPAA governs. The statute limits the definition of "Rental-purchase agreement" by stating, in pertinent part that "[i]t does not

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<sup>1</sup> Plaintiffs' also argue that this Court is bound to accept the ruling in Anoushian v. Rent-Rite, Inc., 2002 WL 1023438 (C.P. Phila. May 10, 2002)(Herron, J.). For the reasons stated in the body of this opinion, this Court declines to follow Anoushian. See Mayhugh v. Coon, 460 Pa. 128, 136, 331 A.2d 452, 456 (1975).

include nor is it subject to laws governing any of the following: . . . (6) A retail installment sale, retail installment contract or retail installment account as defined in the act of October 28, 1966 (1st Sp.Sess., P.L. 55, No. 7) known as the Goods and Services Installment Sales Act.” 69 Pa. C.S.A. §6902. By express limitation of the statute, a “Rental-purchase agreement” does not include retail installment sales, contracts or accounts. Moreover, the statute provides that a “Rental-purchase agreement” is not governed by the GSISA. Therefore, following settled principles of statutory construction,<sup>2</sup> this Court, relying on a plain reading of the unambiguous statutory language, holds that the Rental Purchase Agreements in the instant matter are governed by the RPAA. Accordingly, Plaintiffs’ Complaint is dismissed in its entirety because it is wholly grounded on an alleged violation of the inapplicable GSISA.

### CONCLUSION

For the above-stated reasons, this Court finds that Plaintiffs have failed to allege a proper cause of action. Accordingly, this Court sustains the Defendant’s Preliminary Objections and dismisses the Plaintiffs’ case in its entirety.

BY THE COURT:

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*GENE D. COHEN, J.*

DATED: December 13, 2002

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<sup>2</sup> When statutory language is clear and unambiguous, a court need not refer to legislative history to determine its meaning. See Coretsky v. Board of Commissioners of Butler Township, 520 Pa. 513, 517-518, 555 A.2d 72, 74 (1989). It should be noted, however, that the legislative history of the RPAA supports this Court’s conclusion that the instant case should be governed by the RPAA. See Def.’s Mem. of Law, Ex. E (Pa. Legis. Journal-House, at 1799-1086 (June 26, 1996); Def.’s Reply Mem., Ex. A (statement by Hon. William Robinson, sponsor of House Bill 2670, to House Judiciary Committee, that the RPAA was introduced to bring Pennsylvania in line with the “rent-to-own” laws of 43 other states and remove “rent-to-own” transactions from the purview of the GSISA.).