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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 4)\***

**Rent-A-Center, Inc.**

\_\_\_\_\_  
(Name of Issuer)

Common Stock, par value \$0.01 per share

\_\_\_\_\_  
(Title of Class of Securities)

76009N100

\_\_\_\_\_  
(CUSIP Number)

Vintage Capital Management, LLC  
4705 S. Apopka Vineland Road, Suite 206  
Orlando, FL 32819  
(407) 909-8015

*With a copy to:*

Bradley L. Finkelstein

Douglas K. Schnell

Wilson Sonsini Goodrich & Rosati

Professional Corporation

650 Page Mill Road

Palo Alto, CA 94304

(650) 493-9300

\_\_\_\_\_  
(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

December 18, 2018

\_\_\_\_\_  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

*Note.* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the Notes).

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(1)	NAMES OF REPORTING PERSONS Vintage Capital Management, LLC
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS (see instructions) OO
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 3,186,042 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 3,186,042 shares
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,186,042 shares
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*
(14)	TYPE OF REPORTING PERSON (see instructions) OO

\* Percentage calculated based on 53,514,721 shares of common stock, par value \$0.01 per share, outstanding as of October 30, 2018, as reported in the Form 10-Q for the quarterly period ended September 30, 2018, of Rent-A-Center, Inc.

(1)	NAMES OF REPORTING PERSONS Kahn Capital Management, LLC
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS (see instructions) OO
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 3,186,042 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 3,186,042 shares
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,186,042 shares
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions) <input type="checkbox"/>
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*
(14)	TYPE OF REPORTING PERSON (see instructions) OO

\* Percentage calculated based on 53,514,721 shares of common stock, par value \$0.01 per share, outstanding as of October 30, 2018, as reported in the Form 10-Q for the quarterly period ended September 30, 2018, of Rent-A-Center, Inc.

(1)	NAMES OF REPORTING PERSONS Brian R. Kahn
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>
(3)	SEC USE ONLY
(4)	SOURCE OF FUNDS (see instructions) OO
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER 0 shares
	(8) SHARED VOTING POWER 3,186,042 shares
	(9) SOLE DISPOSITIVE POWER 0 shares
	(10) SHARED DISPOSITIVE POWER 3,186,042 shares
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,186,042 shares
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(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%*
(14)	TYPE OF REPORTING PERSON (see instructions) IN

\* Percentage calculated based on 53,514,721 shares of common stock, par value \$0.01 per share, outstanding as of October 30, 2018, as reported in the Form 10-Q for the quarterly period ended September 30, 2018, of Rent-A-Center, Inc.

## Explanatory Note

This Amendment No. 4 (this “Amendment”) amends and supplements the Schedule 13D filed on November 3, 2017, as amended on January 19, 2018, June 12, 2018, and June 17, 2018 (as amended, the “Schedule 13D”), by the Reporting Persons relating to the Common Stock of the Issuer. Information reported in the Schedule 13D remains in effect except to the extent that it is amended, restated or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Schedule 13D. All references in the Schedule 13D and this Amendment to the “Statement” will be deemed to refer to the Schedule 13D as amended and supplemented by this Amendment.

### **Item 4. Purpose of Transaction.**

Item 4 is amended to add the following:

On December 18, 2018, Vintage Capital issued a press release concerning the Issuer’s invalid termination of the Merger Agreement. The press release is attached as Exhibit 5 and is incorporated by reference.

On December 18, 2018, Vintage Capital sent a letter to the Issuer concerning the Issuer’s invalid termination of the Merger Agreement. The letter is attached as Exhibit 6 and is incorporated by reference.

### **Item 7. Material to be Filed as Exhibits.**

Item 7 is amended to add the following:

<b>Exhibit Number</b>	<b>Description</b>
5	Press release, dated December 18, 2018.
6	Letter to the Rent-A-Center, Inc., dated December 18, 2018.

**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 19, 2018

**VINTAGE CAPITAL MANAGEMENT, LLC**

By: /s/ Brian R. Kahn

Name: Brian R. Kahn

Title: Manager

**KAHN CAPITAL MANAGEMENT, LLC**

By: /s/ Brian R. Kahn

Name: Brian R. Kahn

Title: Manager

/s/ Brian R. Kahn

Brian R. Kahn

## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
1	Joint Filing Agreement (incorporated by reference to Exhibit 1 to the Schedule 13G filed by Vintage Capital Management, LLC, Kahn Capital Management, LLC and Brian R. Kahn on July 27, 2017).
2	Letter to the Board of Directors of Rent-A-Center, Inc., dated November 3, 2017 (incorporated by reference to Exhibit 2 to the Schedule 13D filed by Vintage Capital Management, LLC, Kahn Capital Management, LLC and Brian R. Kahn on November 3, 2017).
3	Letter to the Board of Directors of Rent-A-Center, Inc., dated June 11, 2018 (incorporated by reference to Exhibit 3 to the Amendment to Schedule 13D filed by Vintage Capital Management, LLC, Kahn Capital Management, LLC and Brian R. Kahn on June 12, 2018).
4	Agreement and Plan of Merger, dated as of June 17, 2018, by and among Rent-A-Center, Inc., Vintage Rodeo Parent, LLC and Vintage Rodeo Acquisition, Inc. (incorporated by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by Rent-A-Center, Inc. on June 19, 2018).
5	Press release, dated December 18, 2018.
6	Letter to the Rent-A-Center, Inc., dated December 18, 2018.

**Vintage Capital Statement Regarding Rent-A-Center**

Orlando, FL, December 18, 2018 – Vintage Capital Management, LLC (“Vintage”) issued the following statement concerning the actions of Rent-A-Center, Inc. (“Rent-A-Center”):

Rent-A-Center’s purported termination of our merger agreement is invalid. Vintage believes that the merger agreement remains in effect and that Rent-A-Center’s actions constitute a further material breach of the merger agreement. Vintage intends to pursue all available remedies against Rent-A-Center.

**About Vintage Capital Management**

Vintage Capital is a value-oriented, operations-focused, private and public equity investor specializing in the consumer, aerospace and defense, and manufacturing sectors. Vintage is the controlling shareholder of Buddy’s Newco LLC d/b/a Buddy’s Home Furnishings, a privately-held rent-to-own company with over 300 locations across the U.S. and Guam. For additional information about Vintage, please visit [www.vintcap.com](http://www.vintcap.com). For additional information about Buddy’s please visit [www.buddyrents.com](http://www.buddyrents.com).

**Contacts**

Vintage Capital Management  
Andrew Laurence, Partner  
617-690-2580  
[alaurence@vintcap.com](mailto:alaurence@vintcap.com)

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VINTAGE  
CAPITAL MANAGEMENT

December 18, 2018

*Via E-Mail and Next Day Courier*

Mitchell E. Fadel  
Chief Executive Officer  
Rent-A-Center, Inc.  
5501 Headquarters Drive, 3<sup>rd</sup> Floor  
Plano, Texas 75024

**Re: Agreement and Plan of Merger by and among Vintage Rodeo Parent, LLC,  
Vintage Rodeo Acquisition, Inc., and Rent-A-Center, Inc., dated as of June 17, 2018**

Dear Mr. Fadel:

I write in response to your letter dated December 18, 2018, purporting to terminate the Agreement and Plan of Merger by and among Vintage Rodeo Parent, LLC (“Parent”), Vintage Rodeo Acquisition, Inc. and Rent-A-Center, Inc. (“Rent-A-Center”), dated as of June 17, 2018 (the “Merger Agreement”). Rent-A-Center’s purported termination of the Merger Agreement comes as a complete shock to Parent and, for the reasons that follow, is invalid. Rent-A-Center remains obligated to continue to use “commercially reasonable efforts” to obtain all necessary Governmental Approvals (as defined in the Merger Agreement) and to “undertake any and all actions required to complete lawfully the Merger and the other transactions contemplated” by the Merger Agreement “as soon as practicable.”

As you know, the parties to the Merger Agreement have been working together for some time to obtain all necessary Governmental Approvals. As recently as the night of December 17, 2018—just hours before Rent-A-Center sent its purported termination notice—Rent-A-Center’s attorneys at Winston & Strawn LLP and Arnold & Porter LLP, and Rent-A-Center’s Board Counsel at Sullivan & Cromwell LLP, were communicating about the nature and timing of future regulatory submissions in support of the parties’ mutual efforts to obtain the necessary Governmental Approvals. The parties’ attorneys also were involved in ongoing discussions, including as recently as December 17, 2018, directly with U.S. Federal Trade Commission (the “FTC”) regarding its approval of the Merger (as defined in the Merger Agreement).

Most significantly, and as Rent-A-Center is fully aware, Rent-A-Center and Parent **are parties to a written timing agreement with the FTC that contemplates that the approval process will extend into January 2019**. In the timing agreement, Rent-A-Center and Parent expressly agreed that the earliest possible date that the Merger could close is 45 days after the parties to the Merger Agreement certified substantial compliance with the Second Requests (as defined in the timing agreement)—which has not happened yet and which the parties indicated in the letter would not happen before November 15, 2018, and only (1) after the parties’ provide five calendar days’ advance notice of such certification, and (2) after the parties have requested a meet and confer with the FTC, neither of which has yet occurred. Thus, the parties expressly agreed that the closing would not occur before End Date (as defined in the Merger Agreement). As a result, it is baffling that Rent-A-Center could claim that it was not on notice of the mutual intent of Rent-A-Center and Parent—in a written agreement with the FTC—of the parties’ intent to extend the End Date consistent with the Merger Agreement.

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The timing agreement, along with the numerous communications between the parties (and their respective attorneys), clearly demonstrates that the parties intended that the Merger Agreement would not expire on December 17, 2018, but rather that closing would take place some time after all Governmental Approvals were obtained in early 2019. Rent-A-Center and its attorneys never gave any indication that they intended to provide a notice to terminate the Merger Agreement, and Parent had no reason to believe that the parties would not continue working toward obtaining Governmental Approvals and ultimately closing the Merger “as soon as practicable,” even if after December 17, 2018.

Indeed, the parties’ clear intent to extend the End Date is also reflected in several public disclosures issued by Rent-A-Center stating that the Merger would not close until the first quarter of 2019 or until after the FTC approved the Merger. For example, Rent-A-Center issued a press release on September 13, 2018, providing an update on the FTC approval process and stating that “[t]he parties intend to complete the Merger as soon as practicable following receipt of regulatory clearance from the FTC” and that “[Rent-A-Center] and Vintage Capital currently expect the Merger to close during the first quarter of 2019.” More recently, Rent-A-Center issued a press release on November 5, 2018 reporting on its third quarter 2018 results and provided a further update on the FTC approval process. There, Rent-A-Center stated that “[t]he parties intend to complete the Vintage Merger as soon as practicable following receipt of regulatory clearance from the FTC and *the satisfaction or waiver of other customary closing conditions*” and that “[Rent-A-Center] currently expects the Vintage Merger, which is not subject to a financing condition, to close during the first quarter of 2019.” (Emphasis added) The addition of language specifically referencing the potential waiver of closing conditions suggests that the parties not only understood that the Merger would not close by December 17, 2018, but also that the End Date would be extended until at least March 17, 2019, as contemplated by Section 8.01(b)(i) of the Merger Agreement.

For these reasons, Rent-A-Center cannot possibly purport to have validly terminated the Merger Agreement on December 18, 2018. In addition to the above points, Rent-A-Center is equitably estopped from purporting to terminate as a result of its conduct both in its interactions with Parent and regulators and in its public disclosures, which led Parent to believe that the parties were extending, and had extended, the End Date and would continue to work toward a prompt closing. Indeed, the above communications and conduct are more than sufficient evidence that the End Date was extended by the parties’ agreement and course of conduct and Rent-A-Center has waived, by its conduct and representations described above, any purported right to terminate based on any alleged failure of the parties to obtain the necessary Governmental Approvals by the End Date. In any event, for the avoidance of doubt, you not only have been but also now are on notice of Parent’s intent to extend the End Date pursuant to Section 8.01 of the Merger Agreement.

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Moreover, to the extent that it is in breach of the Merger Agreement, Rent-A-Center is prohibited from utilizing the termination provisions in the Merger Agreement. Rent-A-Center's termination notice and actions in the past 24 hours, all of which appear to have been staged in anticipation of getting past the End Date, suggest that it has anticipatorily breached the Merger Agreement by failing to use its commercially reasonable efforts to obtain FTC and other necessary approvals and close the Merger promptly. In addition, Parent believes that there have been numerous other breaches of the Merger Agreement by Rent-A-Center, although Parent has remained focused on consummating the deal.

Parent stands ready and willing to deliver a value-maximizing transaction to all of Rent-A-Center's stockholders, who already have voted to approve the Merger. Parent intends to pursue all available remedies under the Merger Agreement and Delaware law, including, but not limited to, seeking to specifically enforce the Merger Agreement and/or enjoin Rent-A-Center from engaging in further breaches should Rent-A-Center fail to comply with its obligations under the Merger Agreement.

We urge Rent-A-Center to immediately return to the work of planning for a successful Merger for the benefit of Rent-A-Center's stockholders, employees, customers and communities.

Sincerely,

**Vintage Capital Management, LLC**

/s/ Brian R. Kahn

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Brian R. Kahn

Managing Member

cc: Christopher A. Korst (by E-mail and next day courier)  
Thomas W. Hughes (by E-mail)  
Todd J. Thorson (by E-mail)  
Allison S. Ressler (by E-mail)  
Brian R. Kahn (by E-mail)  
Bradley L. Finkelstein (by E-mail)  
Douglas K. Schnell (by E-mail)

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