

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1stopbedrooms,"

Respondent.

Index No.:

IAS Part:

Hon.

VERIFIED PETITION

The People of the State of New York, by their attorney, Letitia James, Attorney General of the State of New York, allege as follows against Respondent:

STATEMENT OF THE CASE

1. Payless Furniture, Inc. d/b/a 1StopBedrooms ("Respondent") is an online furniture retailer that operates from an office in Brooklyn, New York.
2. Respondent's sales are national in scope and it delivers its furniture to customers throughout the United States.
3. Despite touting itself as "America's Highest Rated Furniture Store," 1StopBedrooms became the target of an investigation of the New York State Office of the Attorney General ("NYAG") based on an overwhelming number of consumer complaints.
4. The NYAG's Brooklyn Regional Office has received more than 250 complaints concerning 1StopBedroom's business practices and the company has been the subject of more than 2,400 consumer complaints made to the Better Business Bureau in just the last three years.

5. The consumer complaints against 1StopBedrooms show a pattern of repeated and persistent fraud and illegality as defined under § 63(12) of the Executive Law.

6. Respondent's fraudulent and deceptive business practices include misleading promises of fast shipping, the false guarantee of 30 day "hassle-free" returns if the customer is dissatisfied for any reason, false advertisements that furniture is "in stock," attempts to add charges to the purchase price shortly after purchase, extensive delivery delays with no notification to the customer of the right to cancel and receive a full refund, exorbitantly high return fees which discourage returns by consumers, the delivery of damaged, missing, wrong or incomplete furniture that must be accepted by the customer, and demands to consumers to remove complaints with the Better Business Bureau (or other forum) in order to receive any portion of a refund, amongst other deceptive practices.

7. After purchasing furniture from Respondent – made with the express promise of fast shipping, low prices, and 30 day hassle-free returns – customers are very often subjected to additional fees after purchase, delivery delays, or (when the product is delivered) damaged or incomplete furniture that they must accept and cannot return, or that they can return only with substantial and arbitrary shipping and "restocking" fees.

8. The NYAG brings this special proceeding seeking an order to permanently enjoin Respondent from engaging in these types of fraudulent, deceptive, and illegal business practices, to provide restitution for the vast number of consumers harmed by Respondent's practices, and to require Respondent to pay both a civil penalty and costs.

PARTIES AND JURISDICTION

9. Petitioner is the New York State Attorney General who filed this action on behalf of the People of the State of New York.

10. Respondent Payless Furniture Inc. d/b/a 1StopBedrooms, is a New York corporation, filing its certificate of incorporation in 2012, with its principal place of business at 1716 Coney Island Avenue, Fifth Floor, Brooklyn, New York 11230.

FACTUAL BACKGROUND

A. The 1StopBedrooms business model and excessive number of consumer complaints.

11. Respondent operates a retail furniture website using the URL address 1stopbedrooms.com, advertising furniture for sale.

12. 1Stop's website advertises furniture for sale from dozens of third-party manufacturers.

13. The NYAG has received 270 complaints against 1StopBedrooms since 2019.

14. Moreover, the Better Business Bureau has received and processed 2,416 complaints against 1StopBedrooms in the last three years.

15. The excessive number of complaints has led the Better Business Bureau to issue the following warning to the public:

BBB files indicate a Pattern of Complaints concerning the company's order fulfillment and customer service practices. Consumers are telling BBB about the problems they encounter after purchasing household furnishings from 1Stop Bedrooms. Many consumers allegedly made multiple attempts to contact the company to obtain an update on the status of their orders, but cannot get a response. A number of consumers reportedly encounter an issue with defective, poor quality or missing merchandise. Most consumers that have contacted BBB claim they experience extreme difficulty in getting a resolution from the company concerning their requests for repair, replacement or refund for the items they bought.

As of July 2024, consumers continue to report persistent issues with 1 Stop Bedrooms regarding long delays in delivery and customer service concerns. Many consumers cite communication problems with 1 Stop Bedroom's representatives as the cause of significant frustration as well as the obstacle to sorting out repair, return, refund or other issues with the company.

B. The NYAG identified a consistent pattern of engaging in the following deceptive business practices:

1. Delivery delays – failure to notify of right to cancel transaction and receive a refund.

16. When furniture is displayed on the Respondent's website a "shipping date" is prominently displayed on the lower left-hand corner of the screen. (Ex. T - S. Coleman Aff. Ex. A.)

17. Once a purchase is made, however, delivery is often delayed. (Ex. F - J. Coleman Aff. ¶ 7; Ex. N - Pierce Aff. ¶ 3, 11 – 12; Ex. I - Koch Aff. ¶ 3, 5 – 11; Ex. M - Nilson Aff. ¶ 6, 12; Ex. H - Kavanaugh Aff. ¶ 3 – 10).

18. Some of the reasons offered by Respondent for a delay include furniture no longer being available despite the website labelling the furniture as "in stock" at the time of purchase. (Ex. L - McGill Aff. ¶ 6).

19. Customers routinely wait months for delivery and are never notified of any anticipated delays in advance of purchase, nor are they provided with a firm delivery date. (Ex. J - Marazzi Aff. ¶ 6; Ex. D - Pryor Aff. ¶ 7; Ex. R - Marchak Aff. ¶ 8; Ex. A - Falcon Aff. ¶ 7; Ex. P - Cave Aff. ¶ 7.)

20. When a delivery is delayed, at no point does Respondent notify customers of their right, as a matter of law, to cancel the purchase. (Ex. A - Falcon Aff. ¶ 7; Ex. P - Cave Aff. ¶ 7; Ex. R - Marchak Aff. ¶ 13; Ex. D - Pryor Aff. ¶ 7.)

2. *Enticing purchases through the false promise of a 30 day “hassle-free” return policy.*

21. When customers select furniture that they are interested in purchasing, if they scroll down to the bottom of the page, they will see a “shipping and returns” icon that provides a shipping date. (Ex. T - S. Coleman Aff. Ex. A.)

22. In addition, they will see a “30 Day Returns” icon which provides,

We are pleased to offer a 30 Day Return Policy that starts on the day you receive your order. Learn more about our 30 Day Return Policy [here](#).

(Id.)

23. Customers can click on the link (the “here” hyperlink) to learn more, otherwise there are no disclaimers provided on the page with the furniture.

24. Should customers click on the link to get the Return Policy, they see the following,

We are pleased to offer a 30 Day Hassle-Free Return Policy that starts on the day you receive your order. If you are dissatisfied with your purchase for any reason, you can return it to our warehouse for a refund within 30 days of delivery in the original condition and packaging.

(Ex. T - S. Coleman Aff. Ex. C.)

25. A short disclaimer (located several paragraphs away from the 30 Day return policy) provides, “[o]ur customer service department must be notified of any damages within 24 hours of delivery.” (Ex. T - S. Coleman Aff. Ex. C.)

26. This disclaimer does not indicate the consequences of not notifying customer service within 24 hours, but customer-complainants report that 1Stop will not respond to a customer’s report of receipt of a damaged or defective product after 24 hours and/or will otherwise disclaim any obligation to cure the defect. (Ex. J - Marazzi Aff. ¶ 11; Ex. S - White Aff. ¶ 15; Ex. T - S. Coleman Aff. Ex. B.)

27. Even if a customer does notify Respondent of product damage or defect within 24 hours, consumers report that 1StopBedrooms reserves the right to replace, refund or repair the damage or defect at its discretion. Consequently, despite the clearly advertised 30 Day Hassle Free Return Policy there is no right to a “hassle-free” return “for any reason,” particularly if the reason for the return is product damage, defect, or missing parts. (Ex. K - Marrs Aff. ¶ 9; Ex. E - Hamilton Aff. ¶ 10; Ex C - Birch Aff. ¶ 10-11; Ex. S - White Aff. ¶ 15; Ex. I - Koch Aff. ¶ 11-13; Ex. N - Pierce Aff. ¶ 9-11).

3. Furniture falsely advertised as “in stock.”

28. 1StopBedroom customers report purchasing furniture that is advertised as “in stock” at the time of purchase.

29. After purchase, however, typically a few weeks later, Respondent will contact the customer (for the first time) and advise that the furniture purchased is on backorder or otherwise not available. (Ex. G - Jenkins Aff. ¶ 3; Ex. N - Pierce Aff. ¶ 4; Ex. I - Koch Aff. ¶ 3; Ex. F - J. Coleman Aff. ¶ 4).

4. Exorbitant return fees (whether delivery received or not)

30. If a customer attempts to cancel a purchase due to delayed delivery, Respondent advises that there is a 15% restocking fee plus a \$2.25/lb. shipping fee (at a minimum) to cancel the transaction. (Ex. K - Marrs Aff. ¶ 6; Ex. B - Bien aff. ¶ 8; Ex. I - Koch Aff. ¶ 13.)

31. Likewise, if the shipment is delivered damaged, and the customer wishes to return it, Respondent will charge the same 15% restocking fee and \$2.25/lb. shipping fee.

32. Also notable, is that some fees – such as the “white glove” delivery service are deemed non-refundable. (Ex. K - Marrs Aff. ¶ 10) Thus, many customer refunds for cancelling orders amount to only 40% to 67% of the total amount paid at the time of purchase.

33. Some customers have cancelled their orders and not received any refund.

(Ex. O - Sarmiento Aff. ¶ 11; Ex. R - Marchak Aff. ¶ 33.).

5. Customers discover damaged, missing, or wrong furniture at time of delivery and Respondent fails to correct the error.

34. Respondent's customers report that when furniture is finally delivered it is often damaged. (Ex. F - J. Coleman Aff. ¶ 5; Ex. Q - Shaw Aff. ¶ 8; Ex. H - Kavanaugh Aff. ¶ 5, 7.)

35. Pursuant to a disclaimer on the "terms and conditions" section of 1StopBedrooms' website, customers only have 24 hours (from the time of delivery) to notify the company that the furniture received is damaged. (Ex. S - White Aff. ¶ 15; Ex. J - Marazzi Aff. ¶ 11; Ex. T - S. Coleman Aff. Ex. C.)

36. Complainants note that even if a customer notices the damaged furniture at the time of delivery, she must, nevertheless, accept the merchandise by signing for it. (Ex. A - Falcon Aff. ¶ 10; Ex. T - S. Coleman Aff. Ex. B.)

37. If the customer timely notifies Respondent of the damage (within 24 hours) the Respondent, in its discretion, has the option to refund, replace or repair the furniture. (Ex. T - S. Coleman Aff. Ex. C.)

38. If the Respondent chooses to "repair" the furniture, customers complain that the "repair" is inadequate, does not fix the damage, and is often little more than the application of "putty" to fix surface damage. (Ex. O - Sarmiento Aff. ¶ 7.)

6. Respondent attempts to impose additional charges after orders are placed.

39. After an item is purchased online, and paid for at the time of order, Respondent often contacts the customer and notifies them, for the first time, that some necessary component

of the furniture was not included in their purchase price. (Ex. E - Hamilton Aff. ¶ 4; Ex. C - Birch Aff. ¶ 4; Ex. Q - Shaw Aff. ¶ 4.)

40. The Respondent’s customer service representative then identifies the additional charge for the necessary component.

7. Respondent demands that consumers withdraw BBB and other online complaints in order to receive a refund, and threatens SLAPP suits by way of cease-and-desist letter to customers who post negative reviews.

41. 1StopBedrooms proudly touts itself on its website as “America’s Highest Rated Furniture Store.”

42. When negotiating with customers in connection with refund requests, Respondent often demands that any complaint made with the Better Business Bureau or other online forum be withdrawn before a refund will be issued.

43. With respect to the BBB complaints, Respondent provides customers with explicit instructions as to how to remove a complaint.

44. Respondent will send cease-and-desist letters threatening litigation in the event a customer does not withdraw a negative review or complaint with the BBB. (Ex. H - Kavanaugh Aff. ¶ 14; Ex. K - Marrs Aff. ¶ 18-19; Ex. T - S. Coleman Aff. Ex. D.)

**FIRST CAUSE OF ACTION
STATUTORY FRAUD PURSUANT TO EXECUTIVE LAW § 63(12)**

45. The Petitioner repeats and re-alleges paragraphs 1 – 44 as if fully set forth herein.

46. Executive Law § 63(12) defines “fraud” or “fraudulent” to include “any device, scheme or artifice to defraud and any deception, misrepresentation, concealment, suppression, false pretense, false promise or unconscionable contractual provisions.”

47. As set forth above, Respondents repeatedly and persistently engage in fraud by, *inter alia*:

- Advertising a very short “shipping” date to entice the purchase of a product while the actual delivery date is often months later – knowing most customers will conflate/correlate the promise of a short shipping date with the actual date of delivery;
- Advertising a 30-day “hassle-free” return policy that is false, particularly with respect to returning furniture that is damaged or received with missing parts;
- Advertising furniture as “in stock” when it knows, or should know, that the product is not available or is on “back order;”
- Attempting to add to the purchase price shortly after purchase by notifying customers that the furniture purchased had the incorrect price or will not work without the purchase of additional component parts not included in the original price;
- Charging exorbitant and arbitrary return fees to discourage returns, even if an order is cancelled before it has been delivered;
- Requiring customers to accept damaged, incomplete, or incorrect furniture orders at the time of delivery solely based upon language in an unconscionable, self-serving, browsewrap agreement that most customers are unlikely to see at the time of purchase;
- Leaving customers without recourse if they fail to notify Respondent about damaged, incomplete or incorrect furniture orders within 24 hours of delivery solely based upon language in an unconscionable, self-serving, browsewrap agreement that most customers are unlikely to see at the time of purchase;
- Demanding the withdrawal of complaints to the Better Business Bureau (“BBB”), or other forum, in order to receive a refund; and
- Threatening SLAPP suits, by way of formal cease-and-desist letters, against customers who file complaints with the BBB or other forum, with a demand that any such complaint be immediately removed.

48. Accordingly, Respondents engaged in – and continue to engage in – repeated and persistent fraud in violation of Executive Law § 63(12).

**SECOND CAUSE OF ACTION
ILLEGALITY PURSUANT TO EXECUTIVE LAW § 63(12)
BASED ON VIOLATION OF GBL § 349**

49. The Petitioner repeats and re-alleges paragraphs 1 – 48 as if fully set forth herein.

50. GBL § 349 prohibits deceptive acts and practices in the conduct of any business, trade or commerce in the State of New York.

51. As set forth above, Respondents repeatedly and persistently engage in deceptive acts and practices by, *inter alia*:

- Advertising a 30-day “hassle-free” return policy that is false, particularly with respect to attempts to return furniture that is damaged or received with missing parts;
- Advertising furniture as “in stock” when it knows, or should know, that the product is not available or is on “back order;”
- Attempting to add to the purchase price shortly after purchase by notifying customers that the furniture purchased had the incorrect price or will not work without the purchase of additional component parts not included in the original price;
- Advertising a very short “shipping” date to entice the purchase of a product while the actual delivery date is often months later – knowing most customers will conflate/correlate the promise of a short shipping date with the actual date of delivery;
- Charging exorbitant and arbitrary return fees to discourage returns, even if a product return is initiated before it is delivered;
- Demanding the withdrawal of complaints to the Better Business Bureau (“BBB”), or other forum, to receive a refund to which customers are entitled as a matter of law; and
- Threatening SLAPP suits, by way of formal cease-and-desist letters, against customers who file complaints with the BBB or other forum, with a demand that any such complaint be immediately removed.

52. Respondents’ repeated deceptive acts and practices in violation of GBL § 349 constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**THIRD CAUSE OF ACTION
ILLEGALITY PURSUANT TO EXECUTIVE LAW § 63(12)
BASED ON VIOLATION OF GBL § 350**

53. The Petitioner repeats and re-alleges paragraphs 1 – 52 as if fully set forth herein.

54. GBL § 350 prohibits false advertising in the conduct of business, trade, or commerce or in the furnishing of any service in the State of New York.

55. As set forth above, Respondents repeatedly and persistently engage in false advertising by:

- Advertising a 30-day “hassle-free” return policy that is false, particularly with respect to attempts to return furniture that is damaged or received with missing parts;
- Advertising furniture as “in stock” when it knows, or should know, that the product is not available or is on “back order;”
- Attempting to add to the purchase price shortly after purchase or by notifying customers that the furniture purchased had the incorrect price or will not work without the purchase of additional component parts not included in the original price;
- Advertising a very short “shipping” date to entice the purchase of a product while the actual delivery date could be much later – knowing most customers will conflate/correlate the promise of a short shipping date with the actual date of delivery;

56. Respondents’ repeated false advertising in violation of GBL § 350 constitutes repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**FOURTH CAUSE OF ACTION
ILLEGALITY PURSUANT TO EXECUTIVE LAW § 63(12)
BASED ON VIOLATION OF GBL § 396-m**

57. The Petitioner repeats and re-alleges paragraphs 1 – 56 as if fully set forth herein.

58. GBL § 396-m applies to any mail order business “located in [New York] or [which] advertises a New York State mailing address or telephone number.”

59. It prohibits any “person, partnership, firm, association, or corporation or agent or employee thereof who conducts a mail order business or telephone order business” from:

- 1) Failing to either ship ordered merchandise or issue a refund (if payment has been remitted) for ordered merchandise which is not available within 30 days of receipt of order and payment, unless the seller qualifies and elects to be governed by § 396-m(3)(i). GBL § 396-m(3)(c).
 - 2) Failing to either ship the ordered merchandise or issue a credit (if charge-account authorization has been given and exercised by seller) for ordered merchandise which is not available within 30 days of receipt of order, unless the seller qualifies and elects to be governed by § 396-m(3)(i). GBL § 396-m(3)(d).
60. Pursuant to GBL § 396-m(3)(i), if the merchant cannot deliver the goods, **due to**

circumstances beyond its control, within the thirty days required, it may choose to send the

buyer a notice of delayed shipment stating the duration of the expected delay, and providing the buyer with the opportunity to express a choice whether: 1) to cancel the order and receive a refund; 2) be shipped the merchandise at a later date; or 3) accept substitute merchandise of equivalent or superior quality.

61. As set forth above, Respondents repeatedly and persistently violate GBL § 396-m by:

- Advertising furniture with a promised shipping date within days of purchase when it knows, or should know, that the product is not available or is on “back order;”
- Not offering or notifying its customers of their right to cancel and receive a full refund where goods cannot be delivered within thirty days.

62. Respondents’ repeated deceptive acts and practices in violation of GBL § 396-m constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**FIFTH CAUSE OF ACTION
 ILLEGALITY PURSUANT TO EXECUTIVE LAW § 63(12)
 VIOLATION OF NYC ADMINISTRATIVE CODE § 20-700**

63. The Petitioner repeats and re-alleges paragraphs 1 – 62 as if fully set forth herein.

64. The New York City Administrative Code prohibits the use of unfair and deceptive trade practices by businesses in NYC.

65. Specifically, Section 20-700 prohibits anyone from engaging “in any deceptive . . . trade practice in . . . offering for sale . . . any consumer goods or services.”

66. As set forth above, Respondents repeatedly and persistently engage in deceptive acts and practices by, *inter alia*:

- Advertising a 30-day “hassle-free” return policy that is false, particularly with respect to attempts to return furniture that is damaged or received with missing parts;
- Advertising furniture as “in stock” when it knows, or should know, that the product is not available or is on “back order;”

- Attempting to add to the purchase price shortly after purchase by notifying customers that the furniture purchased had the incorrect price or will not work without the purchase of additional component parts not included in the original price;
- Advertising a very short “shipping” date to entice the purchase of a product while the actual delivery date is often months later – knowing most customers will conflate/correlate the promise of a short shipping date with the actual date of delivery;
- Charging exorbitant and arbitrary return fees to discourage returns, even if a product return is initiated before it is delivered;
- Demanding the withdrawal of complaints to the Better Business Bureau (“BBB”), or other forum, to receive a refund (to which customers are entitled as a matter of law); and
- Threatening SLAPP suits, by way of formal cease-and-desist letters, against customers who file complaints with the BBB or other forum, with a demand that any such complaint be immediately removed.

67. Respondents’ repeated deceptive acts and practices in violation of the New York City Administrative Code § 20-700 constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**SIXTH CAUSE OF ACTION
ILLEGALITY PURSUANT TO EXECUTIVE LAW § 63(12)
VIOLATION OF RCNY § 5-50**

68. The Petitioner repeats and re-alleges paragraphs 1 – 67 as if fully set forth herein.

69. RCNY § 5-50(b)(1) requires that “[w]hen a consumer orders furniture . . . the seller must disclose an estimated delivery date or range of delivery dates, conspicuously on the consumer’s copy of the order.”

70. RCNY § 5-50(b)(2) also requires that when a seller is unable to deliver furniture by the estimated date, it must notify the consumer, in writing, of her right to: 1) cancel the order and obtain a full refund, amongst other options.

71. As set forth above, Respondents repeatedly and persistently engage in deceptive acts and practices by, *inter alia*:

- Not providing a delivery date to the customer at the time of purchase, instead delivery dates are negotiated or arranged with a third-party delivery company at a much later date from the time of purchase;
- Not offering or notifying its customers of their right to cancel and receive a full refund where goods are not, or cannot be, timely delivered.

72. Respondents' repeated deceptive acts and practices in violation of the RCNY § 5-50 constitute repeated and persistent illegal conduct in violation of Executive Law § 63(12).

**SEVENTH CAUSE OF ACTION
VIOLATION OF GBL § 349**

73. The Petitioner repeats and re-alleges paragraphs 1 – 72 as if fully set forth herein.

74. GBL § 349 prohibits deceptive acts and practices in the conduct of any business, trade or commerce in the State of New York.

75. As set forth above, Respondents repeatedly and persistently engage in deceptive acts and practices by, *inter alia*:

- Advertising a 30-day “hassle-free” return policy that is false, particularly with respect to attempts to return furniture that is damaged or received with missing parts;
- Advertising furniture as “in stock” when it knows, or should know, that the product is not available or is on “back order;”
- Attempting to add to the purchase price shortly after purchase, or by notifying customer that furniture purchased had incorrect price or will not work without the purchase of additional component parts not included in the original price;
- Advertising a very short “shipping” date to entice the purchase of a product while the actual delivery date is often months later – knowing most customers will conflate/correlate the promise of a short shipping date with the actual date of delivery;
- Charging exorbitant and arbitrary return fees to discourage returns, even if a product return is initiated before it is delivered;
- Prohibiting customers from rejecting readily apparent damaged, non-useable, furniture at the time of delivery.

- Demanding the withdrawal of complaints to the Better Business Bureau (“BBB”), or other forum in order to receive a refund to which customers are entitled as a matter of law; and
- Threatening SLAPP suits, by way of formal cease-and-desist letters, against customers who file complaints with the BBB or other forum, with a demand that any such complaint be immediately removed.

76. All of Respondents’ conduct is consumer-oriented in nature and emanates from transactions that originate in New York.

77. The foregoing representations and business practices are materially misleading, caused consumers to purchase Respondents’ merchandise, and led to actual consumer injury.

**EIGHTH CAUSE OF ACTION
VIOLATION OF GBL § 350**

78. The Petitioner repeats and re-alleges the allegations of paragraphs 1 – 77 as if set forth more fully herein.

79. GBL § 350 prohibits false advertising in the conduct of business, trade, or commerce or in the furnishing of any service in the State of New York.

80. Respondents’ advertisements contain untrue and materially misleading statements as follows:

- Advertising a 30-day “hassle-free” return policy that is false, particularly with respect to attempts to return furniture that is damaged or received with missing parts;
- Advertising furniture as “in stock” when it knows, or should know, that the product is not available or is on “back order;”
- Attempting to add to the purchase price shortly after purchase, or by notifying customer that furniture purchased had incorrect price or will not work without the purchase of additional component parts not included in the original price; and
- Advertising a very short “shipping” date to entice the purchase of a product while the actual delivery date is often months later – knowing most customers will conflate/correlate the promise of a short shipping date with the actual date of delivery;

81. Defendant made its untrue and/or misleading statements and representations willfully, wantonly, and with reckless disregard for the truth.

82. Respondents' material misrepresentations have impacted consumers at large. Moreover, all consumers purchasing the Respondents' merchandise continue to be exposed to these material misrepresentations and rely on them to their detriment.

EXHIBITS

83. Attached as Exhibits to this Petition are 19 sworn statements from consumers who have purchased furniture from 1Stop Bedrooms. In addition, attached is the affidavit of the Senior Consumer Fraud Representative in the Office of the Attorney General's Brooklyn Regional Office. These sworn statements illustrate 1Stop Bedroom's consistent pattern of deceptive acts and practices that violate the Executive Law, General Business Law, New York City Administrative Code and Rules of the City of New York.

84. Attached hereto as Exhibit A is the affirmation of Anya Falcon.

85. Attached hereto as Exhibit B is the affidavit of Darren Bien.

86. Attached hereto as Exhibit C is the affidavit of Sondra Birch.

87. Attached hereto as Exhibit D is the affirmation of Chad Pryor.

88. Attached hereto as Exhibit E is the affidavit of Victoria Hamilton.

89. Attached hereto as Exhibit F is the affidavit of Joshua Coleman.

90. Attached hereto as Exhibit G is the affidavit of Katherine K. Jenkins.

91. Attached hereto as Exhibit H is the affidavit of Michelle Kavanaugh.

92. Attached hereto as Exhibit I is the affidavit of Ellen Koch.

93. Attached hereto as Exhibit J is the affirmation of Luigi Marazzi.

94. Attached hereto as Exhibit K is the affidavit of Karen Marrs.

- 95. Attached hereto as Exhibit L is the affidavit of Virginia McGill.
- 96. Attached hereto as Exhibit M is the affidavit of Kristy Nilson.
- 97. Attached hereto as Exhibit N is the affidavit of Aaron Pierce.
- 98. Attached hereto as Exhibit O is the affidavit of Traci A. Sarmiento.
- 99. Attached hereto as Exhibit P is the affirmation of Sharon Cave.
- 100. Attached hereto as Exhibit Q is the affidavit of Carla Shaw.
- 101. Attached hereto as Exhibit R is the affirmation of Vasyl E. Marchak.
- 102. Attached hereto as Exhibit S is the affidavit of Angie White.
- 103. Attached hereto as Exhibit T is the affidavit of Shonnese C.L. Coleman.

PRAYER FOR RELIEF

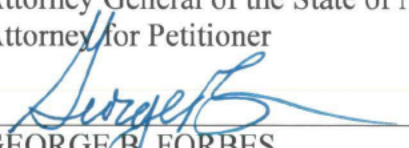
WHEREFORE, the State respectfully requests that the Court issue an order and judgment:

- a. Permanently enjoining Respondent from violating Executive Law § 63(12) and GBL § 349 and from engaging in fraudulent, deceptive, unfair, and illegal practices alleged herein;
- b. Permanently enjoining Respondent from violating GBL § 396-m and/or RCNY 5-50 by failing to honor a customer's right to cancel an order and receive a full refund;
- c. Permanently enjoining Respondent from violating GBL § 350 by advertising untrue and materially misleading statements to consumers;
- d. Directing Respondent to pay full restitution and damages to all affected customers known and unknown;
- e. Directing Respondent to disgorge all profits arising from the fraudulent, deceptive, and illegal practices herein;

- f. Directing Respondent to provide a full accounting to assist with the identification of potential unknown consumer victims of Respondent’s fraudulent and illegal practices alleged herein, by providing the names and addresses of each consumer from whom Respondents received a complaint about late delivery, damaged furniture, or any other issues related to their products in the last six years, and the amount of monies received from each such consumer victims of the same;
- g. Directing Respondent, pursuant to GBL § 350-d, to pay a civil penalty to the State in the sum of \$5,000.00 for each violation of GBL Article 22-A;
- h. Awarding Petitioner costs pursuant to CPLR § 8303(a)(6); and
- i. Granting such other relief as is just and proper.

DATED: Brooklyn, NY
 January 14, 2025

LETITIA JAMES
 Attorney General of the State of New York
 Attorney for Petitioner


 GEORGE B. FORBES
 Assistant Attorney General,
 Of Counsel

VERIFICATION

STATE OF NEW YORK)
 ss.:
COUNTY OF KINGS)

George Forbes, being duly sworn, deposes and says, under penalty of perjury:

I am an Assistant Attorney General in the office of Letitia James, Attorney General of the State of New York, and is duly authorized to make this verification.

I have read the foregoing petition and knows the contents thereof, and the same is true to his own knowledge, except as to matters therein stated to be alleged on information and belief, and, as to those matters, he believes them to be true.

The reason this verification is being made by the undersigned is because the Petitioner is the State of New York. CPLR § 3020(d)(2). The Attorney General is its statutory representative.



GEORGE B. FORBES

Dated: *January 14, 2025*

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1StopBedrooms";

Respondent.

Index No.:

IAS Part:

Hon.

**AFFIRMATION OF ANYA FALCON
IN SUPPORT OF VERIFIED
PETITION**

I, Anya Falcon, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Akron, Ohio.

2. I submit this Affidavit to the Office of the New York State Attorney General because I was the victim of fraudulent, deceptive, and illegal practices by "1StopBedrooms."

3. On February 28, 2023, I placed an order for furniture with 1StopBedrooms for a "curio" cabinet.

4. The total amount I paid for the cabinet was \$1,856.69.

5. At the time of purchase, 1StopBedrooms represented that I would receive the cabinet in three to four weeks.

6. After three to four weeks passed, I did not have the cabinet. It was only then that I was notified that delivery would occur around seven to eight weeks after the date of order.

7. When the shipping date changed 1StopBedrooms did not offer me an opportunity to cancel my order and receive a refund.

8. After eight weeks, I received a call from the delivery company advising that the box containing the furniture was damaged and recommending that I should not accept delivery.

9. I declined the damaged delivery and called 1StopBedrooms to address the issue.

10. The 1Stop customer service representative stated that their policy required me to accept the furniture, no matter how damaged. In my case, the furniture they delivered was completely damaged and useless. It was also full of sharp broken glass, making it dangerous to move without injury.

11. Nevertheless, I had to find a place to store this damaged furniture in my home.

12. 1StopBedrooms refused my request for assistance with removing the damaged cabinet from my home.

13. It is for this reason, that I posted a video on YouTube recording my experience.

14. The video I posted is a true and correct recording of the cabinet that was delivered to my home that I was forced to store.

15. I was forced to dispose of the damaged cabinet on my own.

16. In February of 2024, a representative of 1StopBedrooms contacted me to offer payment if, and only if, I took down the video I posted on YouTube.

17. We eventually agreed on a payment amount, and I deleted the video from YouTube.

18. A true and correct copy of the video I posted on YouTube is attached hereto as Exhibit A.

19. I submit this affidavit in the hope that the New York Attorney General can take action to stop 1StopBedrooms from operating the way they do and prevent this company from engaging in these types of deceptive business practices in the future.

Anya Falcon
Anya Falcon

Sworn to before me this
20th day of March, 2024

NOTARY PUBLIC



John D. Campbell
Notary Public, State of Ohio
My Commission Expires
June 21, 2027
Commission Number
2022-RE-850541

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 431.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT B

AFFIDAVIT OF DARREN BIEN

I, Darren Bien being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Austin, TX.
2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because my wife, Karen Ciesla, and I were the victims of a fraudulent, deceptive, and illegal business practices by 1StopBedrooms. ("OSB").
3. On June 21, 2021, my wife and I ordered furniture from OSB. The website said the furniture would be delivered by July 5, 2021, and that OSB had the items "in stock". The fact that OSB said the items were in stock and that promised a fast delivery date was important to us because we were purchasing the furniture as a gift for our daughter who was moving into her new home. However, we would later discover that OSB did not actually have these items in their inventory or available to ship.
4. When July 5 came and went without any delivery or updates from OSB, we called to see what had gone wrong. The OSB portal still said that the furniture would be delivered on July 5 when we called.
5. The representative had no real answer for the late delivery but just told us that the order would now be arriving between August 10 and 17, 2021. A short time later the portal was updated to claim that the furniture would be delivered between August 3 and 10. This was not what we had just been told on the phone, but since it was a week earlier I didn't complain.

6. When August 17 came and went without any furniture delivery, we again contacted OSB on August 24, 2021. A representative now told us that the furniture would not be delivered until late September. We were angry and asked to speak to a supervisor. We were transferred to another representative who explained that OSB had not even confirmed a shipment date from the manufacturer for our order.

7. This was a surprise in a few ways. One, their online platform and their customer service representatives had been giving us delivery dates that must have been phony since the furniture had apparently not even started shipment. Two, we assumed that OSB was shipping us the furniture from the enormous warehouse shown on their website, but we were now learning that it was actually just being shipped from a third party.

8. No longer trusting OSB, we demanded a refund immediately (on August 24, 2021). However, the representative insisted that since we were cancelling after the 24-hour cancellation window, so OSB would only refund us about half of what we paid. They said OSB would charge us a \$1.75/lb as a “return shipping fee “and a 15% “restocking fee.”

9. This was absurd. First off, I don’t see how they can charge a return shipping fee if the items have never shipped. Second, I do not understand a 15% restocking fee if they never had the items “in stock” to begin with. Since the furniture was already very late, OSB didn’t have the item in stock, and it had not even been shipped from the manufacturer, I could see no justification for them to take any fees at all. OSB had not lived up to their delivery date promises when

we agreed to buy the furniture but wanted to charge us a huge fee despite their utter failure to abide by their own terms. We filed a complaint with the New York State Office of the Attorney General on August 24th, 2021.

10. Later on August 24, 2021, OSB emailed me a bill of lading that suggested that the furniture had been picked up on July 30 and was on its way to a delivery terminal. It seemed strange to me that the bill of lading did not show the shipping company, but it did show the delivery terminal contact (RLM Elephant Moving and Storage) so I called them on August 25. A representative at Elephant confirmed that they were expecting a shipment but that they had not gotten anything showing that the shipment was on the way. The representative at Elephant said that if I wanted to track it down, the shipment would likely be sent by Zenith Global, so I called them next. A representative at Zenith confirmed that they were scheduled to pick up our order, but that they had not done so yet because the order was not ready for shipment from the manufacturer. I have to assume the bill of lading was fraudulent and just another lie from OSB.


11. We had a lot of communications with OSB during the time between ordering the furniture when it arrived months late. However, it can be tough to work with OSB. When we called OSB we would regularly be on hold for nearly an hour before they answered. When we attempted to circumvent their phone system menu by choosing to speak with a sales representative, the sales representative hung up on us as soon as they learned that we were trying to get help with our shipment.

12. Also, after we started having trouble with OSB, I researched the company and saw all the complaints. At least I wasn't alone. I also saw a picture of their actual headquarters. A non-descript building in Brooklyn. This was a surprise because their website showed an enormous white warehouse with their name emblazoned on the side. When I placed my order, I assumed that this huge warehouse was where my furniture was being delivered from, but that was not the case – they were shipping me items directly from a manufacturer. Later, they took this picture of the warehouse off their website.


13. The furniture did finally arrive sometime in late September of 2021, but this was not what we had agreed to and the only reason that I hadn't cancelled the order much earlier was their unfair threat to keep half our money despite their failure to keep their delivery promises. This is not an honest business and I hope that the Courts take action to make them stop treating consumers like hostages.

Sworn to me this

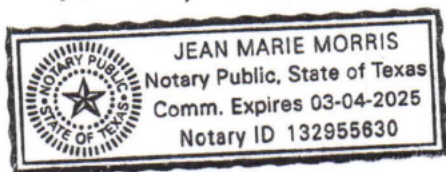
2nd day of November, 2022



Darren Bien



Notary Public



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,027.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT C

AFFIDAVIT OF SONDRA BIRCH

I, Sondra Birch being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Canaan, NY.
2. I submit this Affidavit to the Office of the New York State Attorney General (“Attorney General”) because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom (“OSB”).
3. On May 14, 2020, after looking online I called OSB to inquire about a power recliner living room set from their website. The set of furniture included two power recliners and a power recliner sofa. The agent at OSB basically confirmed what the website said, adding that they could deliver the furniture between June 19 and 26, and that it would come to \$3,846.70. This seemed great, so I placed the order.
4. I don’t recall when exactly, but a short time after I made the purchase another agent from OSB called to say that I had to buy four “power packs” at \$100 each to make the furniture work.
5. This seemed unfair. I was told the total cost of a set of powered furniture was \$3,846.70 and I agreed to buy it based on that price. Now I was being told that if I wanted the furniture to work, I had to pay an additional cost to buy something anyone would assume was included – I certainly assumed it was included. I bought furniture that was advertised as power recliner and sold to be by an agent calling them power recliners. Now that I had paid them, they thought it was fair to tell that I would have to pay them this additional amount if I wanted them to recline. It felt like a bait-and-switch situation.

6. The next issue was that the furniture just didn't show up. With fall approaching I called OSB and reached an employee named Sergei who claimed that the furniture would be shipped on September 4, and that it would be delivered to me between seven and twenty-one days later. Obviously, this was nothing like the delivery timeframe they promised when I bought the furniture, but at least I thought the end was in sight. According to Sergei, I would have the furniture by September 25 at the latest.

7. So of course that didn't happen. September 25 came and went without any delivery. I had waited long enough and called to cancel my order. However, when I contacted OSB, they now insisted my furniture was a "custom order" and therefore could not be cancelled.

8. I ordered this furniture from their website. What I ordered was listed right there on the page. What could possibly be custom about that? It was a ridiculous thing to even say, but they were insistent. Somehow the standard furniture set that I ordered right out of their catalog without any changes at all was now a "custom order."

9. At some point after that, I got a call from Deliver Right saying that they finally had a requisition to pick up and deliver my furniture. However, the furniture did not arrive until November 18. Also, the furniture was delivered without notice, so I was not home when it arrived. And perhaps unsurprisingly, it was an incomplete entire order. One of the recliners was missing.

10. I did not pay for a partial furniture set. I needed a sofa and two matching chairs which is why I ordered a sofa and two matching chairs. However, OSB could not have been less helpful about this. When I sent an email on November 19, saying that I wanted the furniture to be picked up, they responded telling me that I needed to "get a grip" and that I was "living in a

fantasy world” if I thought that they would take back their incomplete order. As though only a crazy person would want matching furniture when they ordered matching furniture.

11. It seemed impossible that Joseph (the representative I was dealing with at this time) could not get this, so I asked to speak to a supervisor, but he said that was impossible because he was “the highest of the high.” He refused to allow me to return the incomplete delivery and said my only option was to pick another chair. I said that I ordered matching furniture and that is what I wanted, but he responded, “don’t you know, people nowadays pick furniture that doesn’t match.” It seemed like Joseph was just being mean for the fun of it.

12. One other thing I want to mention. I filed a complaint with the BBB at one point and was surprised to see that OSB was just as willing to lie to them as they were to lie to me. They responded to the BBB complaint claiming that the delivery company (Delivery Right) received the furniture on October 18, 2020. That was exciting news to me when I saw it, so I called Deliver Right who patiently explained that OSB was just lying again – they did not have the furniture yet and had no idea when it was coming.

13. I never did get a refund for OSB’s late and incomplete delivery. However, after threatening to sue them OSB finally agreed to give me a refund of \$979 for the chair they never delivered – as though it was some huge favor to not charge me for an item they never even sent. But obviously it was not what I wanted. I don’t understand how they can sell you a furniture set, then require you to accept whatever portions of the set they deign to provide; that is not how people buy furniture. However, it was a relief to no longer be dealing with this mean-spirited and dishonest company.

14. Despite getting my money back for the one chair that they never delivered, I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating the way they do and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this

Sondra Birch
Sondra Birch

15th day of November, 2022

[Signature]
Notary Public

SCOTT MARCELLO
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01MA6400191
My Commission Expires 11/12/2023

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,010.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT D

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1StopBedrooms";

Respondent.

Index No.:

IAS Part:

Hon.

**AFFIRMATION OF CHAD PRYOR
IN SUPPORT OF VERIFIED
PETITION**

I, Chad Pryor, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of McKinney, Texas.
2. I submit this Affidavit to the Office of the New York State Attorney General because I was the victim of fraudulent, deceptive, and illegal practices by "1StopBedrooms."
3. On December 30, 2022, I ordered a bed and nightstand from 1StopBedrooms.
4. The total cost of my order was \$2,111.47.
5. At the time of purchase, I was told that the furniture would be delivered in two to three weeks.
6. When my furniture did not arrive as promised, 1Stop then told me that it would arrive seven to eight weeks from the date of the order.
7. When 1Stop changed my delivery date, it did not offer me the opportunity to cancel my order and obtain a refund.
8. When the bed and nightstand arrived, it was broken so I refused delivery. The delivery crew took the furniture back.

9. After I rejected the delivery, 1Stop call me and told me I was not allowed to reject the delivery and I would have to store the broken furniture in my home until the company delivered new, replacement, pieces.

10. I contacted the company and sought to invoke my right to return the damaged furniture pursuant to the company’s 30-day return policy on their website.

11. I cancelled the order, but I was only able to receive a refund amounting to about a third of what I paid because 1Stop deducted a “restocking fee,” a return shipping fee, and claimed my purchase of “white glove” service was non-refundable.

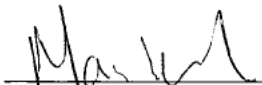
12. In short, I received a refund of \$666.18 and forfeited \$1,445.29 to the company for nothing.

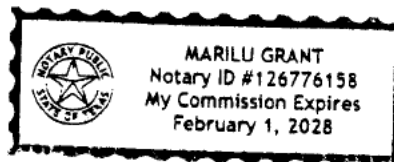
13. I submit this affidavit in the hope that the New York Attorney General can take action to stop 1StopBedrooms from operating the way they do and prevent this company from engaging in these types of deceptive business practices in the future.



Chad Pryor

Sworn to before me this
21st day of March, 2024


NOTARY PUBLIC



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 329.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT E

AFFIDAVIT OF VICTORIA HAMILTON

I, Victoria Hamilton, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Chicago, IL.

2. I submit this Affidavit to the Office of the New York State Attorney General (“Attorney General”) because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom (“OSB”).

3. On June 1, 2020, I ordered a bedframe from \$797 from OSB. Their website said the bedframe would come in one week. I had looked at numerous vendors because I needed something fast and OSB’s promised delivery time was the fastest I had seen by far. The fast delivery promise was the only reason I ordered from OSB; they were after all a company I had never heard of before placing my order. But then one week came and went without any furniture.

4. On June 10, 2020, I got a call from OSB, but not about the already late delivery. Instead, they called me out of the blue to say I needed to “upgrade” my order to include the piece that holds up the mattress.

5. I was confused and annoyed. There was no indication on OSB’s listing for my furniture that this obvious piece of a bedframe was not included with the bedframe. They were upselling me with what felt like a bait-and-switch.

6. They also told me I needed to pay them an additional \$25 because my mattress was going to the second floor of my house. Again, this felt like an overcharge. When I bought the bedframe we had an agreement and I paid them, but now that they had my money, they were changing the terms.

7. However, I still wanted the bedframe quickly and they were still promising the fastest delivery I had seen. So, I grudgingly agreed to pay little over \$100 in new charges, bringing my total to \$931.31.

8. At the end of that call, OSB again promised they would deliver my furniture in one week. However, that just seems to be something they say, because for a second time it didn't happen.

9. When my furniture was again late, I started trying to reach OSB, but as often as not I just waited on hold until I got tired of waiting and hung up. On the rare occasions I could wait long enough to reach anyone, the representatives would just tell me that my order was coming "in a week" – but it never did. It also seemed like they were not taking my calls specifically, because more and more often I would call and no matter how long I waited my call was never answered.

10. By September 10, 2020, I was fed up. I emailed OSB and demanded a full refund, but I never actually got any response to that request at all. So on September 20, 2020, I emailed OSB to tell them that I filed a complaint with the New York Attorney General's Office about their failure to deliver anything and their refusal to give me a refund.

11. Suddenly they were cooperative. That same day, OSB refunded me \$797.16 – the price for the initial furniture order with tax. However, they did not refund me for the additional piece they had added to my sale after I paid, or for the extra charge for carrying the bedframe to the second floor. They just kept my money for those extras.

12. I emailed OSB demanding what I was owed for the add-ons, which amounted to a little over \$150. However, they never responded and never

refunded me anything more. I could have kept fighting with them, but I was just exhausted from dealing with OSB's relentless dishonesty and empty promises, and I just gave up. Seeing how many complaints have been filed against OSB, I consider myself lucky that I got back anything at all. The way they were operating, I wondered at the time if they had gone bankrupt and were going out of business, but now it appears they were just scammers.

13. Despite getting some of my money back, I submit this affidavit in the hope that the NYAG can get back my remaining payment and take action to stop OSB from operating in such a deceptive and unfair manner.

Sworn to me this

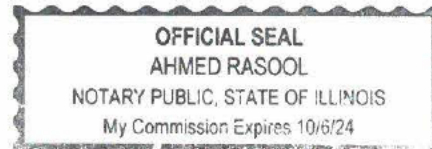
Victoria Hamilton

Victoria Hamilton

10 day of OCTOBER, 2022

[Signature]

Notary Public



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 717.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT F

AFFIDAVIT OF JOSHUA COLEMAN

I, Joshua Coleman, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Seattle, WA.
2. I submit this Affidavit to the Office of the New York State Attorney General (“Attorney General”) because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom (“OSB”).
3. In late May 2021, I ordered a bedframe, dresser, and nightstand from OSB for a total of \$2,141. The bedframe included a headboard. The OSB website said the furniture would arrive in a month.
4. On June 19, 2021, I got an email from OSB that said that everything in my order was out of stock. I was confused since there was no indication anything was out of stock when I placed the order. I had assumed that by this time my order would have already shipped so I called OSB. At first, I was told that I either had to wait for six months or they could send me a refund. However, later in the same call the representative said they did have the items in stock, because they had convinced the manufacturer to send me a bedframe and headboard, dresser, and nightstand that had been on display at the factory. The representative said it would all arrive in a month. I was thrilled and agreed to wait another month. In hindsight, I wish I had just opted for the refund.
5. My delivery finally arrived on August 19, 2021. The dresser and nightstand were in good condition, but the bedframe was cracked. I refused delivery for both the headboard and bedframe, because on OSB’s website the headboard and bedframe were sold as one, so I considered the entire order

broken. After all, a bed frame is not much use if the matching headboard is broken.

6. I called OSB and they said they would send a replacement bedframe and headboard, which would arrive by September 29, 2021. I had sold my last bedframe, so I agreed to wait it out a little longer; I was annoyed but decided I could deal with having no bedframe for a month.

7. In mid-September, I checked the online delivery tracker to see if my bedframe was on time. The delivery tracker said that my order was now scheduled to come in March 6, 2022 – months later than anyone had ever mentioned. This was completely unexpected and completely counter to what they said in August.

8. I emailed OSB to demand a full refund but OSB refused my request. They explained that since I accepted delivery of the other items, it was as though I had also accepted the delivery of the bedframe and header. Therefore, I had to pay a restocking and shipping fee if they gave me back anything – and it was also up to their discretion whether to give me a refund at all. I was apoplectic. How could they coherently argue that I accepted the bedframe since I specifically rejected the delivery of the bedframe? No one had any answers, they just kept refusing my demands for a refund.

9. I filed a complaint with the BBB on October 2, 2021 and suddenly OSB started taking an interest in my complaint again. An OSB agent got in touch with me and offered a full refund for the bed frame. I agreed and received my refund. If I had not filed a complaint, I would have never gotten anything from OSB. My refund was directly tied to my BBB complaint.

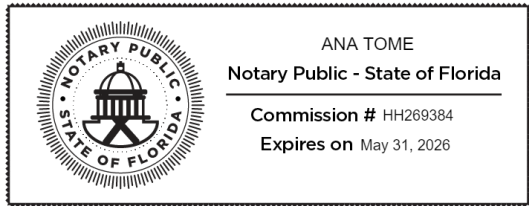
10. Despite getting my money back, I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this

Joshua Coleman Joshua Kevin Coleman
Joshua Coleman

22 day of September, 2022

[Signature]
Notary Public Ana Tome Online Notary



State of Florida
County of Miami Dade

Sworn to (or affirmed) and subscribed before me by means of online notarization, this 09/22/2022 by Joshua Kevin Coleman.

Personally Known OR Produced Identification

Type of Identification Produced DRIVER LICENSE

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 630.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT G

AFFIDAVIT OF KATHERINE K. JENKINS

I, Katherine K. Jenkins, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Rimrock, Arizona.
2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom. ("OSB").
3. On April 26, 2021, I ordered a furniture set from OSB. The furniture set consisted of a sofa, love seat, two chairs, and two ottomans, and cost over \$6,000. I ordered this particular furniture set because OSB said it was "in stock" and would be delivered by May 31, 2021. I was having trouble finding other furniture companies able to deliver furniture as promptly as OSB claimed they could.
4. On April 27, 2021, I received a call from OSB. They claimed that the nature of the order required me to buy an extended warranty as well as "white glove service." White glove service meant that the delivery carrier would place and build the order in my home. I paid for both the warranty and the white glove service, because OSB told me that I had no choice: if I wanted the delivery, I had to buy the add-ons. Further, I realized that OSB had charged my credit card despite OSB on its website saying they do not charge the card until the order has shipped.
5. On May 20, 2021, I received an email that my order was delayed due to Covid-19 and then on May 21, 2021, I received an email that my order would ship "on or before July 9, 2021."
6. On July 5, 2021, I logged into my OSB online account to check my order status and delivery details. At that time I discovered the delivery date had

changed again, the estimated arrival time was now August 24-31, 2021. OSB had not notified me via email or phone call regarding this change.

7. When I still had not received furniture in mid-August, I called OSB for an update. They informed me that my order was “still processing.”

8. On September 3, 2021, I again called OSB. They told me it was still processing, which is what they had been saying since June, and despite telling me that my order would be delivered by July, then they changed delivery to August.

9. After numerous calls to OSB on September 26, 2021, they informed me on September 27, 2021, that my delivery would be delayed until December because one of the pieces, an ottoman, was backordered. In all of the previous months, they never told me that any item was on backorder. I told them to just deliver the order without the ottoman. They told me I can do that, but that they would need to charge me a shipping fee for the second delivery. OSB’s website clearly states “Free Shipping Sitewide,” not only that but I had already had been forced to pay for white glove delivery. I was so frustrated at this I then asked for a refund. They told me that if I wanted a refund, I would have to pay a 50% restocking fee. I refused. Why should I pay a restocking fee when I never even received my order?

10. On November 4, 2021, I received an email stating the status of my order was “Backorder Approved” and my order was set to ship out on or before January 9, 2022.

11. By January 9, 2022, I had not heard from OSB regarding delivery so I called customer service. I was not able to reach a customer service representative so I left a voicemail message. My call was returned on January 12, 2022 at which time I was told my order was still on backorder and I should log into my online account to check for shipping updates. I also received an email from OSB on

January 12, 2021 stating ship dates had changed and to check online to view the details.

12. On January 12, 2022, I logged in to my OSB online account and viewed the delivery details. It said the shipment status of my order was "In Transit" and the estimated arrival to the local terminal was February 25, 2022.

13. On March 1, 2022 I received a phone call from Ryder Last Mile to schedule delivery of my order on March 5, 2022. At this time I inquired about how it would be delivered since I had paid extra for white glove delivery service. The scheduler informed me the delivery type was listed as "over-the-threshold." I took that to mean they were going to bring the furniture inside my house, unbox, inspect and set it up, as it was described to me by OSB.

14. On March 5, 2022, five of the six furniture items in my order were delivered. A couch, loveseat, two chairs and one ottoman were delivered this date. The delivery people dropped these items, which were heavy and difficult to carry into my house, in my front porch entryway. I told them I had paid for white glove service and they were supposed to place and build the items in my living room. The delivery people refused, saying that, according to their delivery manifest, I had not paid for this service. I was very frustrated, because after all I had waited for, I essentially had been forced to pay for a service that I was not even receiving. Despite my protests, the delivery people left without building and placing the furniture in my living room. I tried calling OSB while the delivery people were still at my house, but I was not able to get through so I left a voicemail message. They returned my call approximately two hours later and insisted I had not paid for white glove service, despite my insistence that I was charged this extra charge on my credit card. They then offered me a \$100 credit on account to use on my next OSB purchase to

compensate me for the "confusion." I refused, because I will never order anything from OSB again.

15. Finally, on March 26, 2022, the last item of my order, the missing ottoman, was delivered. It was also left in the front entry area of my home.

16. Despite receiving my order, I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this

Katherine K. Jenkins
Katherine K. Jenkins

25 day of July, 2022

[Signature]

Notary Public



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,094.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT H

AFFIDAVIT OF MICHELLE KAVANAUGH

I, Michelle Kavanaugh, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Hillsborough County, Florida.
2. I submit this Affidavit to the Office of the New York State Attorney General (“Attorney General”) because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom (“OSB”).
3. I ordered a table and chairs from OSB on November 4, 2020. When I called OSB, I asked about the delivery time frame and the representative told me that it would be six weeks from the date I ordered. So, I assumed I would get the furniture in mid-December. On December 3 the delivery company contacted me and set a delivery date of December 18.
4. However, that date came and went. I tried calling and emailing Ryder numerous times over the next week, but they never got back to me. So, on December 29, I contacted OSB. A representative at OSB now told me that they had held up the delivery because the table was damaged, and he said they were putting a “rush” on it. I asked why I had not heard anything about this until I contacted them eleven days after the missed delivery date, but he didn’t have any answers.
5. On January 14, 2021, the six chairs were delivered without the table. Three of the chairs were off balance so I called OSB. A representative at OSB said they would fix the chairs when the table was delivered.
6. Now the time started to fly. OSB seemed to take the position that since they tried to send me the furniture once, that I just had to wait indefinitely

for them to send me a replacement. I started trying to reach them in early March when I still had no table and no indication from OSB as to when or if I would.

7. On March 2, there was no answer to my question. On March 5, I was told that OSB would "request an update" from the carrier. On March 10, I asked for fast delivery if possible as I would be travelling. On March 19, a representative said OSB had not gotten a response from their carrier but that the representative would "escalate" the matter to a manager. Then on March 22, I was told that they found a new table, but that it was damaged as well.

8. On March 22, I asked if I could just use the broken table until they found one that was not broken, but there was no response until April 2, when they said that the tabletop could not be attached to the base.

9. On April 6, I was told that the table was backordered until June.

10. By June 23, with no table and no indication when or if OSB was planning on shipping one, I requested a refund. Not only did they not respond to my request, but they also stopped contacting me at all.

11. Ryder contacted me in late September of 2021 to schedule delivery of the table. Long story short, the delivery that was scheduled for October 8 did not happen and it would be another week before I found out that this new table was also damaged.

12. I was done with OSB. I emailed them on October 14 demanding a full refund for the broken chairs and the table that was now almost a year late. They told me that there would be a restocking fee to take back the broken chairs they never fixed. They then offered to refund me 20% of the cost of the chairs if I kept them. I rejected the offer and told OSB that I wanted the refund by

November 16, or I would complain to the Attorney General's Office, the Better Business Bureau, and Consumer Reports, and that I would hire an attorney to get my money back.

13. November 21, OSB emailed to ^{WK 12/4/22} tell say they would reorder the base for the table to go with the tabletop they assumed I already had. But I never got a tabletop from OSB; I never got any part of the table at all. I responded that I had no idea what they were talking about and that I needed the refund that day.

14. The next communication I got from OSB was a threatening letter sent to me on OSB letterhead from their "Office of Legal Counsel." The letter (which included no name and was just signed with two scribbled initials) threatened to sue me for defamation. I am attaching a copy of their bizarre letter.

15. The letter stated that according to OSB's terms, their delivery dates are "estimates ... that cannot be guaranteed." So apparently, OSB takes the position is that once you pay, they can send your furniture whenever they like.

16. The letter stated that OSB had the right to repair furniture if they deliver you damaged goods. That this obviously is not what consumers believe they are agreeing to when we buy new furniture at OSB. I would not knowingly have agreed to let them send me broken items and "repair" them at their convenience. But either way, I had no table and they had not repaired the broken chairs they delivered nearly a year earlier. So, the entire point was nonsense.

17. The letter concluded with more threats of legal action if I did not remove my BBB complaint. I assume the reason no attorney was named on the letter is that there was no attorney. I assume that no attorney would ever sign such obvious nonsense. I doubt that OSB even has an Office of Legal Counsel.

18. I ignored OSB's threatening letter. They then gave me a refund of \$743.89 without consulting me or informing me that this was their resolution. I never agreed to the credit in that amount. I wanted the full amount back. I paid \$871.47 for a table that was never delivered and OSB, a year and a half later, gave me a refund of only \$743.89. I paid \$757.74 for a set of six chairs, three were broken and never "fixed" and three of which are useless to me since they were bought as a set and I never got back a penny for them. I have repeatedly asked OSB to pick them up and refund me, but I assume that will never happen.

19. I cannot imagine how a company is allowed to operate like this. Everything about my experience was deceptive and aggravating. I paid \$1,629.21 for a table and six functioning chairs. I was promised a delivery date that they later announced was "just an estimate" and not something they felt they had to honor. A year and a half later I have a set of six chair three of which are broken, no table at all, and a refund of \$743.89 - less than half of what I paid.

20. Despite getting some money back, I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating at all or at least get them to stop cheating their consumers so relentlessly.

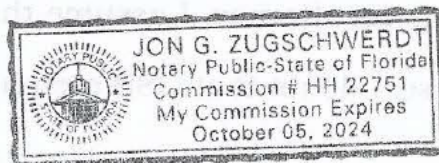
Sworn to me this

4th day of OCTOBER, 2022

Michelle Kavanaugh
Michelle Kavanaugh

Notary Public

Jong Zugschwerdt
JONG ZUGSCHWERDT



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,222.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT I

AFFIDAVIT OF ELLEN KOCH

I, Ellen Koch, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Le Sueur, Minnesota.

2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom. ("OSB").

3. On March 28, 2021, I found a full bedroom set on OSB's website. OSB's website claimed that the full bedroom set was "in stock" and would ship by March 30, 2021. The full bedroom set consisted of a king-sized bed, a chest of drawers, a dresser and two nightstands, and cost \$4,075. I ordered the full bedroom set, believing that it would ship by the given time frame. OSB informed me that they will not charge my credit card until my order has shipped.

4. On March 31, 2021, OSB updated the shipping date for the bedroom set to April 30, 2021 on OSB's online delivery tracker. Throughout this experience, OSB would update the online delivery tracker without contacting me about shipping delays. I was only aware of the delays because I frequently checked the tracker.

5. On April 5, 2021, OSB charged my credit card. When I called to ask if that meant my furniture had been shipped, they informed me it had not. What's more, they now said that my furniture would not ship until May 30, 2021. Since this was not what I had agreed to at all, I asked for a refund. However, OSB refused saying simply that they do not offer refunds. I agreed to the new shipping date only because they said a refund was impossible - it seemed like I had no choice.

6. On May 25, 2021, OSB updated the shipping date for the bedroom set to June 28, 2021 on their online tracker -- again without contacting me. I called OSB, who now said the manufacturer would ship the furniture on June 19, 2021.

7. On June 30, 2021, my shipping date was moved to July 30, 2021, so on July 2, 2021 I called OSB to ask for proof that my order would ship by July 30, 2021. OSB sent me a document that they claimed is proof that the order will ship out by July 30, 2021.

8. July 30, 2021 came and went, and I still had no indication if my order had shipped. I called OSB and asked for a refund but OSB refused, assuring me the order will arrive between August 16 and August 23.

9. On August 1, 2021, OSB's website indicated that my order had shipped. However, when my order had still not arrived on August 28, 2021, I called OSB. OSB now claimed that the truck picking up my order from the manufacturer would not leave until the driver had a full shipment. They refunded me \$100 and told me that my order would be delivered next week. I accepted the money again only because OSB kept insisting they would not cancel and refund my order.

10. On September 13, 2021, the OSB tracker was changed again to show that my order would be delivered on September 16, 2021. I called and emailed OSB but was unable to reach anyone.

11. On September 20, 2021, Ryder, the transportation company, called me to say they would deliver my order on October 9, 2021. However, on October 9, 2021, they called back to say they could only deliver the dresser, two nightstands, and the chest of drawers, but not the bed since it had arrived damaged. Ryder delivered the bedroom set without the bed.

12. After all of this, I couldn't believe they still didn't have my complete order. I emailed OSB to demand a full refund and insist they pick up the dresser, two nightstands, and chest of drawers. OSB responded the next day, but instead of answering my demand, they just said that a replacement bed was in transit.

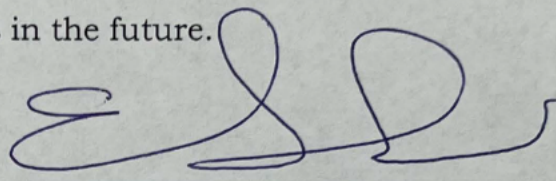
13. On October 13, 2021, OSB informed me that the replacement bed would arrive on October 22, 2021. However, when I called Ryder on October 22, they reported that the bed had once again arrived too damaged to deliver. I called OSB and once again demanded a refund, and finally they seemed to listen, but they insisted they could only give me a refund minus a significant restocking fee. I rejected their offer and demanded a full refund.

14. On October 25, 2021, I filed a credit card dispute asking for a chargeback. This seemed to finally get OSB's attention, because on November 3, 2021 they contacted me. OSB said I would either must accept the damaged bed from Ryder and allow them to send a team to

fix it, or I would have to accept paying their restocking fee and get back just part of what I paid for a bed they hadn't delivered in seven months. I rejected both offers.

15. Finally, OSB changed their tune on November 10, 2021; I guess I should have filed the chargeback request sooner. They now said they would refund me for the bed \$1168 without the restocking fee. On November 11, 2021, I finally received the refund more than seven months into this fiasco.

16. Despite getting my money back, I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

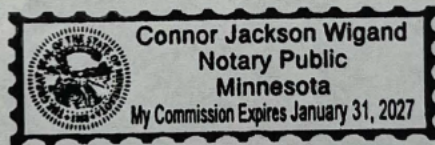


Ellen Koch

Sworn to me this

11 day of July, 2022

Connor Jackson Wigand
Notary Public



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 919.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT J

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1StopBedrooms";

Respondent.

Index No.:

IAS Part:

Hon.

AFFIRMATION OF LUIGI MARAZZI IN SUPPORT OF VERIFIED PETITION

I, Luigi Marazzi, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Warren, New Jersey.
2. I submit this Affidavit to the Office of the New York State Attorney General because I was the victim of fraudulent, deceptive, and illegal practices by "1StopBedrooms."
3. On or about February 6, 2023, I ordered a sofa and love seat from 1Stop based, in large part, on the company's representation that the product would ship on or before February 13, 2023.
4. On February 20, 2023, the company changed the date the product would ship to February 27, 2023.
5. On February 27, I was contacted again to say that the product would not ship until March 27, 2023, more than a month later than the company first promised.
6. When I was told about the extended delay, I was not offered an opportunity to cancel my order and obtain a refund.

7. Nevertheless, I demanded a refund, but the company told me that I could not cancel my order and get one because there was only a 24-hour window after purchase to cancel an order, and that time had long expired.

8. Consequently, I waited for delivery, which was received towards the end of the month of February.

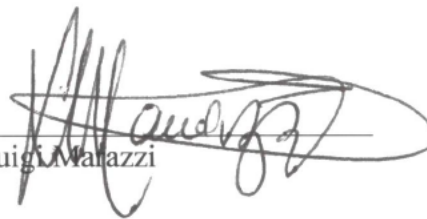
9. When we opened the package to remove the furniture, I noticed that the product was defective. Specifically, the furniture had nails sticking out the back.

10. I sent pictures of the defective furniture to 1Stop and requested that they take back the furniture.

11. My request was rejected, according to 1Stop, because I did not report the defective furniture within 24 hours.

12. The company also told me that, if I wanted to return the product, I had to do it in the original packaging within thirty days, but the cancellation fees would be nearly 50% of the purchase price, with the potential addition of a fee for mileage related to the return.

13. I submit this affidavit in the hope that the New York Attorney General can take action to stop 1StopBedrooms from operating the way they do and prevent this company from engaging in these types of deceptive business practices in the future.


Luigi Marazzi

Sworn to before me this
10 day of ~~March~~, 2024
April


NOTARY PUBLIC

REKASH PURAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 22, 2026

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 370.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT K

AFFIDAVIT OF KAREN MARRS

State of Arizona)
)S.s.
County of Yavapai)

I, Karen Marrs, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Yavapai County, Arizona.
2. I submit this Affidavit to the Office of the New York State Attorney General (“Attorney General”) because I believe I was the victim of fraudulent, deceptive, and illegal business practices by One Stop Bedrooms (“OSB”).
3. On February 15, 2022, I ordered a dining set from OSB to be delivered to my home. The OSB website exact wording claimed the items were crafted of “solid wood and wood veneers, with intricate wood inlay details”.
4. The dining set arrived on March 24, and the OSB White Glove delivery service that I had paid for, in addition to the cost of the furniture, assembled the dining set and took away the packaging.
5. As soon as I saw the assembled dining set, I realized that it was not made of wood and wood veneers as advertised. The table pedestals and the inlays on the backs of the chairs were made of cheap hollow plastic resin. I emailed OSB describing the problem, assuming they would work with me to take it back.
6. On March 25, Marcus from OSB emailed back apologizing for the inconvenience and offering to accept a return, but only if I agreed to pay a prohibitive 15% restocking fee and charges of \$1.75/lb. for the return shipping.
7. I emailed Marcus back on March 28. I explained that the furniture was not made of only wood and wood veneers as advertised, but that large

portions were cheap molded plastic resin. Since the furniture was fraudulently advertised, I requested return of the furniture with a full refund, without paying return shipping or restocking fees.

8. Over the next few days, I tried calling OSB Customer Service to return the furniture, but I found myself on indefinite holds or disconnected. The intentional call avoidance made me feel frustrated, and like giving up.

9. On March 30, I first heard from Lauren, at OSB. She emailed to explain that the furniture I just bought was not eligible for return in accordance with OSB policy, because it was no longer in its original packaging and had been assembled.

Lauren also insisted (without any apparent basis) that the table and chairs sitting right in front of me with hollow plastic pedestal legs and plastic chair backs that I could see and touch, were crafted from solid wood and wood veneers. And finally, Lauren insisted that even if the furniture was still in its original packaging “there would be a 15% restocking fee plus a return shipping fee” and that “we do not offer free returns ... there is no exception, unfortunately.”

10. This was all patently absurd. I paid for OSB White Glove service to deliver and assemble the furniture and take away the packing materials. I emailed back asking how anyone could ever return an item delivered by OSB White Glove service, since that meant the items would be assembled and the packaging would be gone. The policy Lauren was referencing intentionally negated OSB White Glove returns under ANY circumstances.

11. And furthermore, I was not asking for a return based on buyers' remorse. The furniture was factually misrepresented. I would have never paid thousands of dollars for the dining set if it had been advertised as including plastic resin.

12. To definitively establish that the furniture was comprised of plastic resin I called the manufacturer, Furniture of America ("FOA"), and spoke to a representative named Ruperto. He confirmed the furniture pedestals had a wood frame and had wood veneers but were covered with molded plastic resin. I am attaching to this affidavit the email he sent me stating that his "corporate office confirmed the same fact that table legs are constructed with resin and inner supports are solid wood." Ruperto also said that he had "reached out to 1Stopbedroom's manager" about the issue.

13. I emailed OSB again, telling them that contrary to their advertisement, the manufacturer had confirmed that the furniture was covered with molded plastic resin. Lauren wrote back to advise me that she was not going to change the return policy for just one person. I emailed back with cut-and-pasted language taken directly from the OSB website showing Lauren the inaccurate description of the materials used to make the furniture.

14. On April 6, I got an email from Joseph, who I suspect is OSB's designated "heavy." Joseph didn't bother lying about the construction of the furniture like Lauren. He admitted the furniture included plastic resin, but said it was for decorative purposes, as if that meant something. He also insisted I should have known that plastic resin was a furniture industry standard and that

“most dining room sets with this type of design are made the same way.” To make his point, Joseph sent me a link to the manufacturer’s listing.

15. The manufacturer’s advertisement Joseph referred me to did *not* in fact validate his claim. Rather, the manufacturers’ description said the tables were made of wood and wood veneer, and *Other* materials. I replied to Joseph that I still wanted a refund, pointing out that the manufacturer’s description was irrelevant, since I had purchased the furniture from OSB, not FOA, based on false advertising.

16. On April 11, I heard from Lauren again. Without acknowledging any of the previous communications with Joseph, she said OSB would take back the furniture and that after applying a shipping fee of \$675.33 and a restocking fee of \$459.94 she would refund me \$1,930.97. Lauren added that OSB’s fees are non-negotiable and would not be waived under any circumstances. On April 12, Lauren added that orders are no longer returnable after 30 days from delivery regardless of status; yet another company policy to prohibit refunds.

17. The next time I heard from OSB, it was a call from Joseph. OSB had only emailed me up to this point, and I am certain Joseph chose to call me to say things he knew better than to EVER put in any email. Joseph scolded me for a lack of “due diligence”, blaming me for not knowing that the furniture would include plastic resin. Joseph did say that OSB would offer a full refund but refused to tell me what amount constituted a full refund, and with the caveat that OSB would not give me ANYTHING unless I marked my BBB complaint as resolved and withdrew my complaints with the Attorney General.

18. I responded that this was extortion; and that I would update my complaints when I received a refund. Joseph then became belligerent and threatened to sue me if I did not remove my online complaints. When I responded that that this was further extortion, Joseph hung up on me.

Now, in addition to feeling frustrated by OSB's impossible and ever-changing requirements for a refund, I felt angry and afraid of Joseph's direct threat of a lawsuit. OSB could afford to retaliate and hire a team of lawyers to financially destroy me if I continued to fight for a refund. I have felt worried about the potential for financial ruin almost every day since Joseph's bullying phone call.

19. On 12 April, I sent an email directed to OSB management to report that their employee refused to process my refund and illegally threatened to sue me unless I took down my verifiable and legal consumer protection website complaints. The only response I received was from Joseph himself, who ignored everything I said and advised me to donate the dining set to charity to receive a full refund; yet another new OSB refund requirement.

20. I emailed back to say I would gladly donate the furniture to charity, but only after I received my entire refund of \$3,066.24 because by this time, I had read hundreds of consumer complaints that indicated OSB regularly promises refunds but only sends a fraction of the amount promised, or nothing at all. And after OSB's staff had been so dishonest, I was worried about sending away the furniture and being left with no refund, and no evidence of their false advertising.

21. Joseph wrote back immediately saying it was impossible for OSB to trust me and repeated his false claim that OSB had accurately described the furniture. He vindictively told me that since I had continued to “bad mouth” OSB’s “good name,” he was rescinding his offer and that any refund from OSB would once again include the restocking and shipping fees.

22. Subsequently, I heard back from both Lauren and Joseph asking for a receipt showing I had donated the furniture to a charity, before they would send me whatever they considered to be a full refund. They consistently refused to indicate the amount of a full refund. Instead, they insisted that I first donate the furniture, leaving me with no evidence of OSB's false advertising. OSB's staff, and Joseph in particular, have been so dishonest, and intractable that I was sure that once I gave away the evidence, I would either get their pro-rated refund or never see a penny of my money back.

23. After speaking to staff from the New York Attorney General's Office in April, I emailed Joseph with a copy to the Attorney General's staff. On 29 April, Joseph emailed back indicating that he would offer a full refund of \$3066.24. However, Joseph continued to demand that I donate the furniture first, effectively getting rid of the evidence, before he would send me anything.

24. With nothing to lose but the cheap furniture and with the hope that I might receive some of my money back, I obtained a Goodwill donation slip for the furniture and requested pick up of the dining set. On 30 June, I sent Joseph a copy of the Goodwill donation slip. It has been a week, and predictably I have not heard anything back from Joseph or received my promised refund.

25. I trusted the OSB website for truthful information about their product. I wish now that I had also checked other consumer protection websites. It seems unfathomable that a mail-order furniture company could collect *thousands* of complaints from the Better Business Bureau and other consumer websites and remain in business. But having experienced OSB scam tactics firsthand, it is easy to understand why the company has innumerable complaints on multiple consumer protection websites going back years, about deceptive and manipulative business practices.

OSB even resorts to strong-arming consumers, to include ugly threats of lawsuit to cow customers into submission. They count on the fact that average people who save up a little money to buy what they believe to be some nice furniture for their home, are intimidated by deceptive polices and threats of a lawsuit, and do not have the resources to hire a lawyer to fight back.

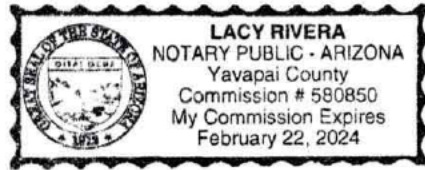
26. Please use this testimony and that of countless others over years that indicate OSB is being run more like a crime family than a furniture company. The court should punish this long-established pattern of wrongdoing and reimburse consumers for their financial losses and emotional distress.

Karen Marrs

Sworn to me this

8th day of July, 2022

 Notary Public



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,857.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT L

AFFIDAVIT OF VIRGINIA MCGILL

I, Virginia McGill, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Knightdale, NC.
2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom ("OSB").
3. On August 18, 2020, I ordered a furniture set from OSB for \$7,361.09. The set included a desk, file cabinet, bookcase, and credenza with a hutch on top. The order was for my pastor's office.
4. I ordered the set for two reasons. First, the full order was scheduled to come within four to six weeks, quicker than most other furniture stores. Second and more importantly, the hutch listed on the website was beautiful. The advertisement showed a picture of the hutch and was entitled Credenza with Hutch. I have attached a copy of the advertisement to this affidavit. It was exactly what my pastor wanted.
5. I ordered from OSB over the phone and confirmed everything about the order, especially the hutch. I told the salesman that the order was for my pastor and made him aware that the hutch was particularly important. The salesman said he would "hook me up."
6. On October 8, 2020, a few weeks beyond the four-to-six-week timeline, the desk, file cabinet, bookcase, and credenza arrived but the hutch did not. I called OSB and informed them that the hutch was missing. They told me it was going to be delivered separately.

7. On October 13, 2020, I received a call from OSB, asking me to confirm that the hutch had been delivered earlier that day. I told them it had not been delivered but they said that it must be coming later that day.

8. After October 13, 2020, OSB changed their story. They denied that the hutch was included in my order and refused to send me one. On OSB's website, the furniture set I ordered specifically states that the credenza "features a hutch." I spent a lot of time and effort telling them that they should send me the hutch. Each time, they refused to do so. How can they go from saying my hutch was coming in a follow-on order, then say the hutch was never included?

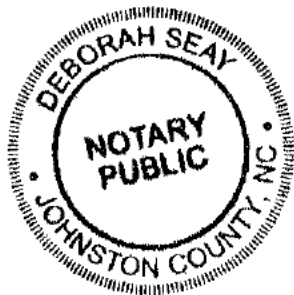
9. Despite specifically ordering the furniture set because of the hutch that was supposed to be included, I never received the hutch. I considered legal action but realized the cost to hire a lawyer was too much.

10. I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this

3 day of October, 2022
Deborah Seay exp. 4-17-23
Notary Public

Virginia B. McGill
Virginia McGill



11/8/2020

Gorman Espresso And Chestnut Credenza With Hutch - 1StopBedrooms.

[Search Furniture](#)

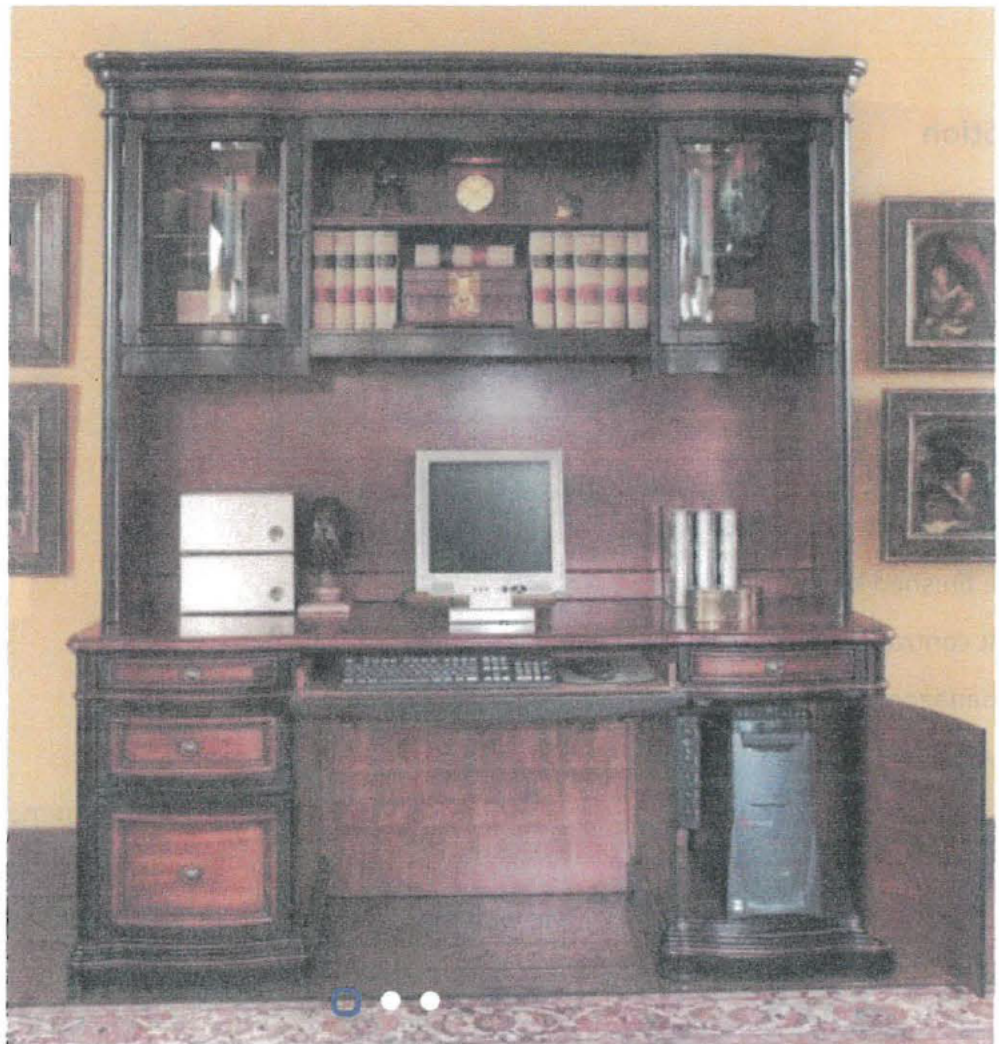
A Note on COVID-19 [Learn More](#)

[Home](#) / [Office](#) / [Desks & Hutches](#) / [Credenzas](#) / Sku: 800502

Gorman Espresso And Chestnut Credenza With Hutch

Gorman Collection by Coaster

[5](#) | Web ID: QB1234610



Today's Price

Regular price: ~~\$4,429.00~~

Your savings: ~~-\$1,447.00~~

\$2,982.00

As low as \$104/mo with [affirm](#). [learn more](#)

11/8/2020

Gorman Espresso And Chestnut Credenza With Hutch - 1StopBedrooms.

FREE Home Delivery
Ships by Nov. 10 - 15

1

Add to Cart

Have questions about this product?

Our experts are here to help!

Call Us

Description

Part Of Gorman Collection from Coaster
Crafted from poplar, plywood, MDF and cherry veneer
Espresso and chestnut finish
Felt line top drawers
Adjustable shelves
full extension drawer glides
Bronze finished knobs
Elegant contrast finishing
Wire management grommets
7 drawers

Keyboard drawer, two top drawers with pencil trays, two middle drawers with removable dividers and two file cabinets

Hutch features 3 display lights, 1 task light, wire management cutout, 2 cabinets with a clear tempered glass shelf, and 2 tiers Of shelving

Weight & Dimensions

Specifications


Reviews

10/30/2020

Pergola Grand Style Home Office Credenza - 1StopBedrooms.

Description

- Traditional style
- Selected veneers and hardwood solids
- Cherry finish
- Ball bearing glides
- Power strip, drop front keyboard drawers
- Task lighting
- Glass doors
- Elegant style
- Highly rated

Grand Style Home Office Credenza by Coaster Furniture is a gorgeous piece that will enrich the beauty of your home. It is sure to make a bold statement in any home office. It is crafted from selected veneers and hardwood solids, and has a beautiful cherry finish. **The credenza features task lighting and curved glass door fronts in the hutch.** This traditional credenza is a stunning and elegant addition to any home! 

Weight & Dimensions

Specifications

Reviews

COASTER[®]
Fine Furniture

Coaster furniture at 1StopBedrooms

Since their founding over two decades ago, Coaster has long aimed to be a benchmark for quality and innovation in the world of home and business furniture - whether it's in their lines of mid-century and contemporary furniture for living and office - or the many other collections they offer at always-competitive prices.

[Discover more furniture by Coaster brand](#)


TOP

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 458.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT M

AFFIDAVIT OF KRISTY NILSON

I, Kristy Nilson, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Long Beach, NY.
2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom ("OSB").
3. Very early in January of 2020, I bought a bedroom set from OSB for a home I was moving into. The OSB website said my purchase came with white glove service, which meant that they would set up my furniture and take away the packaging. I did not want to set up the furniture myself, so having white glove service was important to me. I left a \$200 deposit and asked them to place the order.
4. Unfortunately, based on COVID, this first order fell through. Then, when I measured the room in my new home, I realized that the bedframe I had purchased would not fit well anyhow. When I called OSB on January 7, they could not have been more accommodating. I selected new furniture, and OSB said they could have the new items delivered within two weeks once I informed them of my move-in date. This sounded great, so I placed the order, allowing me to use the same \$200 deposit I already paid. The representative also assured me I would still get complimentary white glove service when I asked. I appreciated how easy it seemed to work with OSB. However, that feeling would not last.
5. The week of June 8, I let OSB know that my move-in was June 12, and that I wanted them to deliver within two weeks.
6. On June 24, I called OSB because no one has called me to tell me when the delivery would come. OSB told me that the furniture would arrive on July 4.

When that did not happen, I repeatedly tried to call them, but I was not able to reach anyone for almost a week.

7. On July 9, when I was still trying to reach anyone at OSB to find out where my furniture was, I noticed that they had charged my credit card \$45. I was never notified of any pending charge and certainly never authorized it. I kept trying to reach anyone at OSB, now with two concerns to address.

8. On July 10, I finally reached someone at OSB. They said the charge was just an accident. They also told me that whoever assisted me with my purchase had actually never processed the order. This seemed improbably since I had gotten an email telling me that the furniture was going to be delivered a week earlier. I was starting to wonder about how OSB was being operated. However, the representative seemed to want to make things right. I was told that my order was being processed right away, they assured me that I still had white glove service (which was important for me), and they apologized for the \$45 charge. They even offered me \$99 as compensation for the delays.

9. Some time later, I received an email that my order had arrived at the white glove service terminal. However, I got two conflicting emails saying that FedEx was delivering my furniture and that UPS was delivering my furniture. I called OSB and was told by that both emails were sent in error. In fact, my order would not be delivered until the first week of August.

10. On August 6, when nothing had arrived, I called OSB again. Now I was told that my shipment had been delayed would not arrive until August 13. On August 22, still without furniture, I called OSB and was again told there was a delay and my order would arrive between August 31 and September 7. If I had not called, I'm not sure I ever would have been contacted about these delays.

11. On August 23, I was told that my order was at the carrier. On August 31, I was contacted by the carrier to set up a delivery time. I arranged to have the delivery made on September 18 as I would be away until then.

12. On September 18, my order arrived but the boxes were dirty and looked broken. However, the delivery people refused to open the boxes or set up the furniture, claiming I had not paid for white glove service. I hadn't, but OSB had repeatedly told that it was included in my order. I had asked OSB to confirm this service numerous times specifically because I did not want to have to set up my own furniture. None-the-less, the delivery people refused to help me. They just dumped the beat-up looking boxes on the floor and left.

13. As I was unboxing the fully assembled dresser, I found that the dresser was quite damaged and dented. I had already lost my faith in OSB, so in addition to calling OSB for a refund. However, I could not reach anyone at OSB after it was delivered. I knew from the months prior, that I would not be able to contact them and that there was no way they would get back to me within 24 hours. So I disputed the charge with my credit card company. As a result, OSB told me they could not provide a refund.

14. To my surprise, my credit card company did not uphold my dispute. First, they just said that I had received the furniture, which was true but not why I filed a claim. Then, I found out that OSB had lied to the credit card company. They reported to the credit card company that the \$45 refund and the \$99 compensatory credit they provided were refunds for the damage to the dresser. That did not even make sense; those credits could not have had anything to do with the damaged dresser as they were provided weeks before I even had it. OSB's statements were

totally dishonest. I stopped fighting however, there is just no way to win with a business that dishonest.

15. In the winter of 2021, OSB offered to repair my dresser. However, I was so mad at them for their constant dishonesty that I refused. In the end I sold the entire bedroom set for \$150 just to get the furniture and my bad memories of dealing with OSB out of my home.

16. I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this
30 day of October, 2022
Kelly Negri
Notary Public
KELLY NEGRI
Notary Public, State of New York
No. 01NE6189629
Qualified in Nassau County
Commission Expires June 30, 2024

Kristy Nilson

Kristy Nilson

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,147.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT N

AFFIDAVIT OF AARON PIERCE

I, Aaron Pierce, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Hot Springs, AR.

2. I submit this Affidavit to the Office of the New York State Attorney General because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom ("OSB").

3. On August 16, 2021, I ordered a bedframe with pullout drawers underneath from OSB for around \$2600. In addition, I paid \$199 for the white glove service, which included OSB putting the bed together in my bedroom. According to OSB, my order was to be delivered in about two weeks – around the end of August.

4. I ordered from OSB because they said the bed was in stock. I had been looking for a new bed and pretty much every other retailer's website had big red flags stating that deliveries were slow, ranging from 90 to 180 days. OSB did not say anything like that, so I assumed they must have more access to manufacturers or a bigger operation.

5. I checked the online shipping tracker on OSB's website a week later. My order was not in transit and there was no tracking number, which was a concern.

6. In the first week of September, I was informed by OSB that the bedframe I ordered was on backorder and would not come soon. I spoke with someone at OSB who told me that there was an identical bedframe in stock. He told me to go on OSB's website to check it out, which I did. I told him that if the bedframe is identical to the one I ordered, I had no problem making the switch. He promised my order would be at my local carrier by September 9, 2021. I agreed to the replacement, because it seemed like the bed would soon be at my home.

7. Shortly after the call, I realized that they had never given me a new order number; the online order tracker was still showing my old order.

8. I emailed OSB on September 16, 2021, because I was concerned. The furniture was supposed to have gone to the local carrier day earlier, but there was not indication on the OSB web portal that my order had been sent anywhere. I got a response that they were checking on my order status and would get back to me, but they never got back to be about it.

9. On September 21, 2021 I emailed OSB again. I told them that I wanted a refund if they could not give me any update. I got a response that it would ship during "the week of" September 22, 2021. I told them I had been sleeping on the floor for over a month and that I wanted the bed by October 1.

10. During the week of September 22, 2021, OSB was unable to tell me where my order was, despite me sending several email requests. I asked for a refund, but they never even responded to that. Their emails were so evasive.

11. I demanded a refund on October 1, 2021. OSB again just ignored that request, instead sending me another evasive email. I had enough and I bought a new bedframe somewhere else. I tried and failed to cancel my order with OSB.

12. Later that week, a delivery carrier in Little Rock, AR told me that they had my order. I told them I would not be accepting it; that I had tried to cancel my order. The carrier was very helpful and cancelled the order with OSB for me.

13. I then tried again to get a refund. I sent emailed and tried calling but was constantly given the run-around. I was unable to really reach anyone. I couldn't even get a refund for the white glove service, which obviously never provided as I refused the order. Finally, I gave up. Their evasive answers and my inability to reach them wore me down. I never received a refund and am now out over \$2,000.

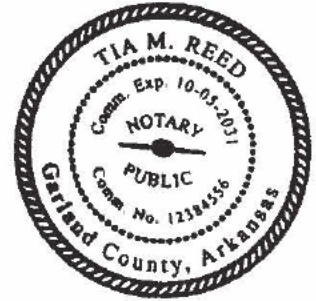
14. I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this

4 day of August, 2022

Tia M Reed
Notary Public

[Signature]
Sgt. Aaron Pierce



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 722.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT O

AFFIDAVIT OF TRACI A. SARMIENTO

I, Traci Sarmiento, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Marion, TX.
2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practice by 1StopBedrooms ("OSB").
3. On August 23, 2020, I ordered two standing desks, a desk return, and a bookcase online from OSB. Following a phone call from an OSB representative, I added the white glove service to my order bringing it to \$1765. When I ordered the furniture, I was notified it was backordered, but I agreed to wait.
4. My order arrived the week of October 13, 2020 and issues were noted at delivery. The bookcase had cosmetic damage and the desks were pre-built due to the white glove service, but they were assembled incorrectly. The hinges that allow the desktops to raise to a standing position were installed backwards. In order to install the hinges correctly, new holes would need to be drilled into the desks. I contacted both OSB and the delivery company to rectify the issues.
5. On November 18, 2020, the delivery company sent someone to repair the damages. The furniture repair person again noted the damaged bookcase, but performed no repairs. Additionally, he was unable to repair the desks without doing further damage by drilling more holes for the hinges to face the correct direction. This is the exact issue I identified to the company before their visit, so they suggested I contact OSB for replacement and left the desks "as is".
6. I contacted OSB who redirected me to the delivery company or suggested I utilize the manufacturer's warranty for a repair. This solution was unacceptable to me as it would leave me with repaired, rather than new, furniture. I assumed that since OSB sold me the desk they would take responsibility for the product that was delivered.

7. In January of 2021, I filed a BBB complaint against OSB and finally they sent someone to repair the damage. The OSB repair person put a putty on the bookshelf to fix the cosmetic damage, but was unable to fix the standing desk without drilling additional holes, as I had described.

8. I followed up with OSB many times, but was unable to reach a satisfactory solution. On March 19, 2021 OSB emailed me to say my complaint had come "too late" and refused to help. They also wrongly claimed I had not paid for white glove service.

9. I was upset and told OSB they needed to either send me replacement furniture, or a refund. I paid their full price for new furniture, not damaged furniture. To have to drill additional holes to repair the damage they did setting it up – that's simply not new furniture.

10. Throughout the rest of 2021, OSB sent me pieces they claimed would fix the desks but had nothing to do with the actual problem. I could not tell if they did not understand the issue or if they just didn't care.

11. I kept trying to work with OSB, but then on March 11, 2022, they sent me an email reporting that my "claim was closed," and there would be "no credits offered." They also claimed that my bookshelf and desks had been repaired. At that point, I gave up. I spent a year and a half trying to get them to replace furniture they broke, or offer some compensation for the damage.

12. I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

Sworn to me this
5 day of Oct, 2022
[Signature]
Notary Public

[Signature]
Traci A. Sarmiento



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 629.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT P

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1StopBedrooms";

Respondent.

Index No.:

IAS Part:

Hon.

**AFFIRMATION OF SHARON CAVE
IN SUPPORT OF VERIFIED
PETITION**

I, Sharon Cave, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Delanco, New Jersey.

2. I submit this Affidavit to the Office of the New York State Attorney General because I was the victim of fraudulent, deceptive, and illegal practices by "1StopBedrooms."

3. I ordered a 7-piece sectional from 1StopBedrooms on November 20, 2022.

4. I paid a total of \$4,017.35 for the furniture, and it was supposed to ship between January 19 and January 24, 2023. A true and correct copy of my order confirmation is attached hereto as Exhibit A.

5. Based on the information in my order confirmation, I expected to receive my furniture in January, however, I received a notice from the company that my order would be delivered on February 7, 2023.

6. Thereafter, I received a second notice that my shipment had been delayed again, and would now arrive on or about February 20, 2023.

7. At no point, when notified that my furniture would be delayed was I offered the chance to cancel the transaction and receive a refund.

8. When I raised the issue of cancelling the order and obtaining a refund to 1Stop, I was told that my furniture was "special order" and, therefore, could not be cancelled. It is noted that nothing in my order confirmation indicated that the furniture I ordered was "special order."

9. I also note that I called customer support on several occasions regarding delivery and sometimes the customer service representative would curse at me.

10. My furniture was finally delivered on June 17, 2023, seven months after I ordered it.

11. I submit this affidavit in the hope that the New York Attorney General can take action to stop 1StopBedrooms from operating the way they do and prevent this company from engaging in these types of deceptive business practices in the future.


Sharon Cave

Sworn to before me this
26th day of March, 2024


NOTARY PUBLIC

Shirley M. Rossi
NOTARY PUBLIC
State of New Jersey
ID # 50074526
My Commission Expires 1/6/2028

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 316.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT Q

AFFIDAVIT OF CARLA SHAW

I, Carla Shaw, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Independence, MI.
2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom ("OSB").
3. On August 6, 2021, I ordered four barstools for a total of \$654.92 through Affirm. An OSB representative told me on the phone that the barstools would ship within a week. On the OSB website, the website tracker said my delivery was "in process."
4. I called OSB on August 9, 2021, to find out when exactly my furniture would be delivered. They said it never shipped because I still owed \$111.32 in tax. I asked the representative how that was possible. They said it was because I did not fill out my zip code when applying for the loan through Affirm. That made no sense. Affirm asked for my address and would not have given me a loan without it.
5. I asked for a refund because with tax the stools now cost more than at other places. They told me I could get a refund, but they had to charge me a restocking fee because they had already sent the order to the manufacturer. But earlier on the same phone call they had told me that my order had not shipped. There is no justification for a restocking fee for something that never shipped; it's not be restocked anywhere. The restocking fee would have been \$543, so I would only get \$111 back – for a product I never received, that was never even shipped. I told OSB that I wanted a full refund, and not just \$111, but they refused.
6. A few months later, I still had not received a refund. So, I contacted the Attorney General of Missouri and complained. A few weeks later, in January 2022,

the Attorney General told me that OSB claimed that my chairs had shipped on August 10 so they did not owe me anything. However, it was January, and my chairs had not yet arrived, so how could they have shipped? I don't believe that OSB actually shipped it at any point in August.

7. After going back and forth with the Missouri AG's office for around a month, the AG said to me that after mediation, OSB offered to resend me chairs. I wanted my money back and to pay off Affirm, not new chairs. I told the Missouri AG's this, but I did not get anywhere.

8. The chairs arrived did not arrive until the Spring of 2022. Three of them were in good shape, but the fourth did not have any holes on the legs for screws and needed someone to drill them in. So not only did I get chairs I no longer wanted, I got a broken chair I no longer wanted. I'm just glad I filed a complaint with the Missouri AG as I don't know if OSB would have ever sent them otherwise.

9. When I purchased the stool on August 6, 2021, OSB said they would be shipped within a week of my order, so I assumed I would get them by late August. I never imagined it would take more than half a year to get my order.

10. I submit this affidavit in the hope that the NYAG can take action to stop OSB from operating and to prevent whoever owns OSB from engaging in these types of deceptive business practices in the future.

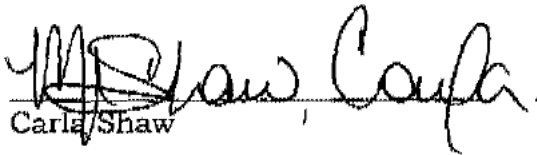
Sworn to me this

15th day of August, 2022



Notary Public

AXEL GUTIERREZ
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires 5/28/2026
Commission # 17715530


Carla Shaw

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 604.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT R

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

RECEIVED
NYS Office of the Attorney General

APR 19 2024

Brooklyn Regional Office

SC

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1StopBedrooms"; and JON MORRISON,

Respondents.

Index No.:

IAS Part:

Hon.

AFFIRMATION OF VASYL E. MARCHAK IN SUPPORT OF VERIFIED PETITION

I, Vasyl E. Marchak, being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Gettysburg, Pennsylvania.
2. I submit this Affidavit to the Office of the New York State Attorney General because I was the victim of fraudulent, deceptive, and illegal practices by "1StopBedrooms."
3. On or about December 7, 2022, I searched on the internet for a "traditional dining set" and found the company 1StopBedrooms.
4. I visited their "official website," wherein I found the Wyndmere dining room set, which I intended to purchase.
5. I called the company using the number listed on their website and spoke with a sales representative who provided information about the company and represented that they were selling new furniture.
6. During the call, the sales rep assured me that they had the dining room set furniture in stock and promised that the furniture would be delivered before Christmas, within fourteen days from the date of purchase, around December 21, 2022.

7. The sales representative advised me to purchase a 5-year warranty on the furniture for an additional fee, as well as to pay additionally for white-glove delivery and assembly.

8. Based on these promises, I ordered the furniture from the 1StopBedrooms website. The total cost of the furniture I ordered, with the 5-year warranty and white-glove delivery service, was \$8,576.24.

9. The company changed the delivery date of the dining room set to December 26th. I was not notified about the change of the delivery date from the company until I called their customer support line about the status of my order.

10. When the delivery date was changed, I was not offered the opportunity to cancel my order and obtain a full refund.

11. Instead, on my own initiative, I tried to cancel my order and obtain a refund. But 1Stop told me I would lose approximately \$4,000 of what I paid (in restocking and return fees), if I chose to cancel my order. The amount I would lose would be almost half of what I paid, and I still would not have dining room furniture to show for the loss of that money.

12. Despite claiming that the dining room set would arrive by December 26th, the delivery did not actually occur until a month later on January 26, 2023.

13. Even with this second delay, 1Stop still did not offer me an opportunity to cancel my order and obtain a refund. Once again, however, if I canceled the order on my own, the company would deduct nearly 50% of what I paid as a penalty.

14. When the dining room set did arrive on January 26th, the delivery crew started to unload the furniture boxes on my driveway, with the intention to leave the boxes there without providing the white-glove delivery and assembly.

15. When I informed them about the white-glove delivery and assembly that I paid for, they did not know what I was talking about.

16. The delivery crew called someone and started to bring the furniture into my home. When the boxes were opened, the furniture was visibly damaged.

17. Because the furniture was damaged, I refused to accept it.

18. The delivery crew took the furniture set and left.

19. I took photographs of the damaged furniture, as did the delivery crew.

20. I attempted to contact 1Stop about the damaged delivery, however, no one answered the customer support line. I left a message.

21. 1Stop called me a few hours later and told me that I had to accept the furniture, despite the fact that it was damaged.

22. I called 1StopBedrooms and asked for a full refund, which they denied. Instead, 1Stop promised to replace the damaged parts of the dining room set with new furniture.

23. 1StopBedrooms set up a date for delivery of the replacement dining rooms set, which was canceled twice by 1Stop without notifying me.

24. I spoke with numerous representatives who asked me to explain my situation and promised that they would conduct an investigation to resolve the matter.

25. After several months I received a call from a representative who introduced himself by the name Joseph. In this conversation he was especially hostile and told me that I must accept the broken furniture.

26. Joseph stated that the company could not provide replacements for the damaged parts of the set and the waiting period would be "indefinite."

27. I told him that I would not accept the broken furniture set and demanded a full refund because 1StopBedrooms did not fulfill their part in delivering new and undamaged furniture.

28. After some time from my conversation with Joseph, I received an unexpected text from the delivery crew, informing me that they were 15 minutes from my home and that they were bringing the same damaged dining room set from the first delivery.

29. To make matters worse, they sent me pictures of the furniture – showing that the set had sustained more damage!

30. Because I was not informed about the delivery ahead of time, I was not at home at the time they were attempting to deliver the same damaged dining room set.

31. I called 1Stop and stated that I did not authorize or agree to have the delivery to my residence.

32. After this attempted unauthorized delivery of the same damaged furniture set, Joseph from 1Stop contacted me via email. He stated that because I did not accept the second delivery of the damaged furniture set, I would receive no further shipments and that I forfeited my money.

33. 1Stop kept my payment of \$8,576.24, without delivering the new, undamaged furniture they promised. I was left without a refund and without any furniture.

34. In June 2023, a representative from 1Stop named Lauren informed me that the company would no longer provide responses to my case and ceased communication with me.

35. I submit this affidavit in the hope that the New York Attorney General can take action to stop 1StopBedrooms from operating the way they do and prevent this company from engaging in these types of deceptive business practices in the future.

Commonwealth of Pennsylvania - Notary Seal
Rodney J. Spangler Jr., Notary Public
Adams County
My commission expires April 29, 2026
Commission number 1414119
Member, Pennsylvania Association of Notaries

Vasyl E. Marchak
Vasyl E. Marchak

Sworn to before me this
17th day of ~~March~~ 2024
~~April~~

[Signature]
NOTARY PUBLIC

CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,024.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT S

AFFIDAVIT OF ANGIE WHITE

I, Angela White being duly sworn, depose and say under penalty of perjury that:

1. I am a resident of Grand Prairie, TX.

2. I submit this Affidavit to the Office of the New York State Attorney General ("Attorney General") because I was the victim of a fraudulent, deceptive, and illegal business practices by One-Stop Bedroom ("OSB").

3. On December 5, 2019, I contacted OSB about a bedroom set that I saw advertised on their website. I spoke with a representative who told me that they could deliver my furniture in about three weeks, so I agreed to buy the set which included a queen-sized bedframe, a headboard and footboard, a queen-sized mattress and box spring, a chest, a dresser with a mirror, and a nightstand for \$4,224.

4. After three weeks had passed, I contact OSB to find out what the hold up was. A representative told me that the mattress was not ready and that was holding up the shipment. I was not happy that they had missed their promised shipping date but decided to wait and see when the furniture arrived.

5. A few weeks later, when I still had no furniture, I called OSB again to check on the status of my order. I was told virtually the same thing except this time the representative mentioned that the mattress was coming from overseas. Again, it did not seem like I had much choice but to wait.

6. Sometime in late January of 2020, OSB called me. They still did not have the mattress or box spring but gave us two options. Either we could accept the furniture that was available at that time and get the mattress and box spring when they were available or we could wait until they had the entire order to be

shipped together. I told them that I had no use for a bedroom set without a bed and that we would wait if they agreed to ship everything together.

7. When COVID hit, I understood that there were probably going to be issues with the furniture deliveries, so even though I wanted the furniture to be delivered as soon as possible I did not follow up with OSB that often. Since I was paying a loan for the furniture, I did call OSB from time to time, but they always just told me they were waiting for the mattress.

8. We had agreed to wait, but it was getting to be pretty absurd when we didn't have our furniture a year later. But in early February of 2021, OSB called me to say that they had the mattress, the delivery was complete, and that they were shipping it out.

9. On February 16, 2021, fourteen months after we ordered the bedroom set, the delivery company arrives and the first thing they tell me is that I have to sign a form indicating that I am aware that the mattress was not there. I was both angry and confused – the entire reason that we agreed to wait for the furniture was specifically because they were not going to ship it to us without the mattress. They had called me in early February specifically to tell me that they finally had and were delivering the furniture with the mattress. Now here was the delivery, 14 months late, with no mattress or box spring.

10. This was clearly a deceptive practice. OSB specifically agreed not to ship us anything until they had the mattress. That is the only reason we agreed to wait. Then they call me to say specifically that they are shipping the furniture to me because they now have the mattress. Then the delivery arrives, and the mattress is mysteriously not there. I should have immediately refused delivery

outright, but I had no idea what to do. I figured my only option was to accept what they sent and try to work out with OSB why they had lied about the mattress and sent us an incomplete delivery despite our agreement. So, I signed the form acknowledging that the mattress was not part of the shipment.

11. However, things went from bad to worse after that. The delivery agents started bringing in the furniture, but it was discolored and not functioning properly. The delivery people set up the furniture, but the drawers didn't work – you had to wiggle them forcefully to open the drawers. And the headboard, which was supposed to be white was yellowed, maybe from sitting in a warehouse so long. I have no idea. But I told the delivery people to pack it up and take it back. We had waited fourteen months for a complete delivery, instead we were given an incomplete delivery of damaged furniture. This was simply not what we paid for or agreed to, and I wanted nothing else to do with OSB.

12. Still on February 16, I call Affirm, the company I had been paying loan payments to for the furniture. The representative at Affirm associate told my husband that considering the 14-month wait alone, OSB should give us a complete refund and wave any delivery or restocking fees. They said we would lose all the money paid as interest to f, but after talking to them we expected to be refunded the rest of what we paid.

13. Later on February 16, I got an email from OSB. regarding the refusal of the furniture. I replied stating the poor quality of the furniture as the reason for rejecting the delivery. The response I got back was that they had requested photos from the delivery company to understand the issues with the items. Also, they included a link to their return policy and telling us that we were responsible

for return fees. No such policy was ever brought to our attention when we ordered the furniture. Besides, it wasn't that we changed our minds about the purchase. We simply refused, after waiting fourteen months for furniture, to accept an incomplete delivery of damaged goods. I could understand paying fees if the furniture was in great shape, but we had just changed our mind, but that is not what happened. Why would the consumer be charged for refusing junk after waiting 14 months for delivery of said junk? They let us know that they would take back the furniture but would charge us a 15% restocking fee as well as shipping charges, \$1.75/pound. They simply would not accept any responsibility for sending us sub quality products.


14. On February 26, 2021, we received an email from OSB formally announcing that our order was not eligible for a refund as per their policy

15. On April 27, 2021, we received an email saying they "cannot cancel the order because it's been over their 24-hour cancellation window." This was the first we were hearing about a cancellation window, but it seemed par for OSB. They have set up the rules so that the consumers assume all the risk and OSB is never responsible for anything. They continued saying that our furniture was "custom shipped" and therefore "subject to return fees. As per our terms and conditions." They closed saying "you are responsible for an estimated \$1.75/lb return shipping fee + 15% restocking fee. Considering the fact that the order has been stored at the warehouse, there are storage fees included as well. Amount paid \$4,224.52. Return fee \$1491.45. Storage fee \$280.00. Total refund \$2,453.07."

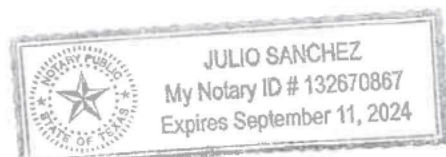
16. This all seems insane. We agreed to buy furniture because we were told it would be delivered in three weeks. We agreed to wait for the furniture until they had all the pieces, but that ended up being a fourteen month wait. Then, they contacted us to get us to accept the furniture by lying about having all the items and sent an incomplete shipment anyhow. We were patient with OSB, but this was beyond the pale. Fourteen months after ordering new furniture we still did not get what we ordered, and they have the audacity to steal thousands of dollars from us. I hope that a court somewhere takes action to get us back everything that we paid OSB and makes them change how they operate or just stop operating altogether.

Sworn to me this

2 day of September, 2022


Angela White


Notary Public



CERTIFICATION OF WORD COUNT

I hereby certify that the word count of this affidavit complies with the word limits of 22 NYCRR § 202.8-b. According to the word-processing system used to prepare this affidavit memorandum of law, the total word count for all printed text exclusive of the caption and signature block is 1,375.

Dated: Brooklyn, New York
January 13, 2025

By: 
GEORGE B. FORBES

EXHIBIT T

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

THE PEOPLE OF THE STATE OF NEW YORK, by LETITIA JAMES, Attorney General of the STATE OF NEW YORK,

Petitioner,

-against-

PAYLESS FURNITURE, INC. d/b/a "1stopbedrooms,"

Respondent.

Index No.:

IAS Part:

Hon.

AFFIDAVIT OF SHONNESE C.L. COLEMAN IN SUPPORT OF VERIFIED PETITION

Shonnesse C.L. Coleman, hereby affirms the following to be true under the penalties of perjury, pursuant to CPLR § 2106:

1. I am the Senior Consumer Frauds Representative at the New York State Attorney General Office’s Brooklyn Regional Office. As such, I am familiar with the facts set forth in this affidavit that I make in support of the Verified Petition based upon information contained in the investigative files of the Attorney General’s Office.

2. As the Senior Consumer Frauds Representative my responsibilities include responding to consumer complaints and inquiries and overseeing the offices’ voluntary consumer mediation program and to confer with attorneys about patterns and potential violations of law we identify for possible referrals for further investigation.

3. These duties are part of the Office of the New York State Attorney General’s overall mission to enforce laws which protect consumers, tenants, patients and workers from fraud, illegality and deceptive business practices.

4. As the Senior Consumer Frauds Representative, I am aware that the Attorney General's Office received approximately 270 consumer complaints directed against 1StopBedrooms between September of 2019 and November of 2024.

5. Attached hereto as Exhibit 1 is a true and correct copy of a screenshot (separated into five parts) of what is presented to a 1Stop Bedrooms customer when a specific piece of furniture is viewed on 1Stop's website.

6. Attached hereto as Exhibit 2 is a true and correct copy of the "terms and conditions" presented should a customer locate it through the hyperlinks on the website.

7. Attached hereto as Exhibit 3 is a true and correct copy of the "return policy" presented should a customer locate it through the hyperlinks on the website.

8. Attached hereto as Exhibit 4 is a true and correct copy of the demand letter sent to customers who contacted agencies such as the Better Business Bureau to file complaints about service.

9. Attached hereto as Exhibit 5 is a true and correct copy of internal 1StopBedrooms communications illustrating the confusion customers have regarding the difference between ship date and delivery date as well as the fees charged when customers try to exercise the "hassle free" 30-day return policy advertised after receiving damaged furniture.

10. Attached hereto as Exhibit 6 is a true and correct copy of several 1StopBedroom responses to complaints the New York State Attorney General's Office received concerning the company's business practices.

DATED: Brooklyn, NY
January 15, 2025

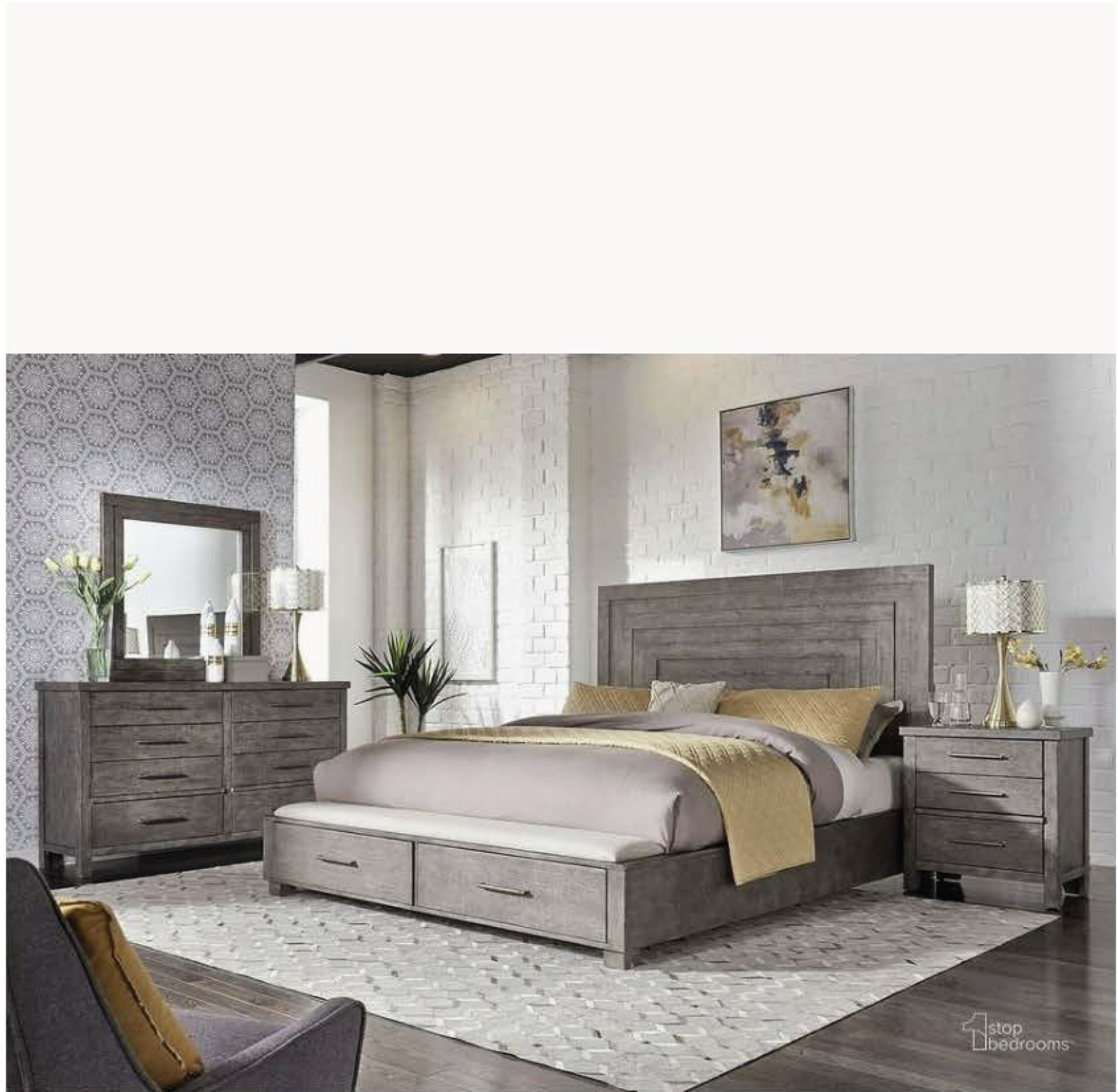
Shonnese C.L. Coleman
Senior Consumer Fraud Representative
Brooklyn Regional Office
New York State Attorney General's Office

Sworn to before me
this 15th day of January 2025

Notary Public

DEBORAH BETH DIAMANT
NOTARY PUBLIC-STATE OF NEW YORK
No. 02DI6240725
Qualified in Kings County
My Commission Expires ~~May 05, 2015~~
Oct. 25, 2027

EXHIBIT 1



Modern Farmhouse Distressed Dusty Charcoal Platform Storage Bedroom Set

[Modern Farmhouse Collection](#) by [Liberty](#).

Web ID: QB1270779

\$1,304.33 ~~\$3,402.09~~ **62% OFF** [Price Match Guarantee](#)

Starting at \$46/mo with [affirm](#) [Prequalify Now](#)

 Ships by Oct 06

Set Includes

-  1x Modern Farmhouse Distressed Dusty Charcoal Queen Platform Storage Bed \$828.76
-  1x Modern Farmhouse Distressed Dusty Charcoal 3 Drawer Nightstand \$475.57

Item Subtotal **\$1,304.33**

Includes 2 Items

Reviews & Ratings



Shipping & Returns



Related Searches

- Clearance Bedroom Sets
- Where To Buy Bedroom Furniture
- Liberty Modern Farmhouse
- Liberty Bedroom Sets
- Kids Room
- Media Chests
- Garden Stools
- Blue Loveseats



- Clearance Bedroom Sets
- Where To Buy Bedroom Furniture
- Liberty Modern Farmhouse
- Liberty Bedroom Sets
- Includes 2 Items
- Media Chests
- Garden Stools
- Blue Loveseats



Be the 1st to know
Get updates about our sales and more

Sign Up



**America's
Highest Rated
Furniture Store**

Get to Know Us

- About Us
- The IStop Advantage
- Sell on IStopBedrooms
- Careers
- Social Responsibility
- Reviews

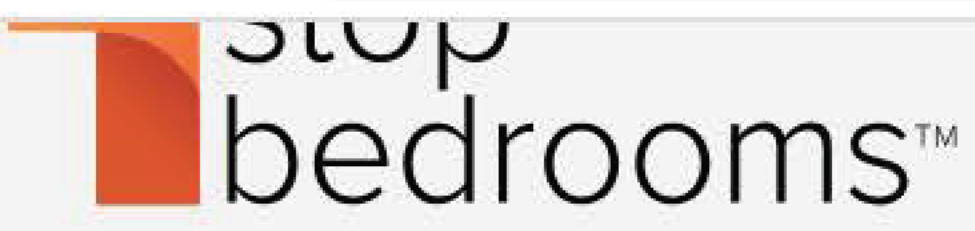
Customer Service

- My Account
- My Orders
- Track My Order
- Help Center
- Return Policy
- Shipping & Delivery

Contact Us

- Call**
- Email**

Top



- About Us
- The IStop Advantage
- Sell on IStopBedrooms
- Careers
- Social Responsibility
- Reviews
- News & Blog
- Financing
- Coupons

- My Account
- My Orders
- Track My Order
- Help Center
- Return Policy
- Shipping & Delivery

Includes 2 Items ▼

Email



America's
Highest Rated
Furniture Store



© 2023 IStopBedrooms. All Rights Reserved. [Privacy Policy](#) | [Terms of Use](#)

- Bedroom Sets
- Living Room Sets
- Dining Sets
- Sectionals
- Beds
- Sofas
- Mattresses

Top

Includes 2 Items

Shipping & Returns

 Ships by Oct 06

 30 Day Returns

Delivery Options

Outside Drop Off

Scheduled delivery to the outside entrance of your home.

In Home Drop Off

Scheduled delivery to the immediate entryway inside your home.

Room of Choice Delivery

Scheduled delivery to your room of choice on any floor.

White Glove Delivery

Room of Choice + Full Assembly & Packaging Removal.

[More About Our Delivery Process](#) →

We are pleased to offer a 30 Day Return Policy that starts on the day you receive your order. Learn more about our 30 Day Return Policy [here](#).

Top

EXHIBIT 2

TERMS AND CONDITIONS

Introduction

This site is provided as a service to our clients. Please review the following basic rules that govern the use of this Istopbedrooms inc site. Note that your use of the Istopbedrooms inc site, (the "Site") constitutes your unconditional agreement to follow and be bound by these Terms of Use. Although you may "bookmark" a portion of this Site and thereby bypass these Terms of Use, your use of this Site still binds you to the Terms of Use. Istopbedrooms inc reserves the right to update or modify these Terms of Use at any time without prior notice to you. For this reason, we recommend you review these Terms of Use whenever you use this Site.

Use of this Site

By accepting the Terms of Use through your use of the Site, you attest that you are 18 years of age or older. If you are under 18 years of age but at least 13 years of age you may use this Site only with the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. Istopbedrooms inc does not knowingly collect personal information about children under age 13 without prior parental consent. Children under 13 years of age may not use this Site other than for browsing, and parents or legal guardians may not agree to these Terms of Use on their behalf. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

If you do not agree to (or cannot comply with) any of these terms and conditions, do not use this Site. All billing and registration information provided must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of these Terms of Use. By confirming your purchase at the end of the checkout process, you agree to pay for and accept the item(s) requested.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a

result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of Istopbedrooms inc or its suppliers and protected by U.S. and international copyright laws. The Contents and software on this Site may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is strictly prohibited.

Third Party Sites

References on this Site to any names, marks, products or services of third parties, or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply Istopbedrooms inc's endorsement, sponsorship or recommendation of the third party, its information, products or services. Istopbedrooms inc is not responsible for the practices or policies of such third parties, nor the content of any third party sites, and does not make any representations regarding third party products or services, or the content or accuracy of any material on such third party sites. If you decide to link to any such third party sites, you do so entirely at your own risk.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Istopbedrooms inc will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or

mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from Istopbedrooms inc on this Site and other than generally available third party web browsers.

Order Acceptance

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

Pricing Information

While Istopbedrooms inc strives to provide accurate pricing information, pricing or typographical errors may occur. Istopbedrooms inc cannot confirm the price of an item until after you order. In the event that an item is listed at an incorrect price due to an error in pricing, Istopbedrooms inc shall have the right, at Istopbedrooms inc's sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mispriced, Istopbedrooms inc may, at Istopbedrooms inc's discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

We do our best to provide you with great values on the Site as well as in our stores. However, sometimes a price online does not match the price in a store. In our effort to be the lowest price provider in your particular geographic region, store pricing will sometimes differ from online prices. Our stores do not honor Internet pricing.

Content Information

Istopbedrooms inc attempts to be accurate in its product descriptions. However, Istopbedrooms inc does not warrant that product descriptions or other Content of this Site is accurate, complete, reliable, current, or error-free. If you find a product is not as described, your sole remedy is to return it in unused condition.

Return Policy

We are pleased to offer a 30 Day Hassle-Free Return Policy that starts on the day you receive your order. If you are dissatisfied with your purchase for any reason, you can return it to our warehouse for a refund within 30 days of delivery in the original condition and packaging.

Requirements for a Full Refund

1. Items must be in new and unused condition.
 2. Items must be returned with all of their original packaging and accessories.
 3. Items must be shipped back to us fully insured using a trackable shipping method at your expense.
 4. Items must not be assembled or modified in any way.
 5. Items must include a return authorization number provided by IStopBedrooms.
-

Fees and Deductions

All returns and exchanges are subject to a 15% restocking fee plus applicable return shipping fees listed below.

A return shipping cost estimated at \$2.25 per pound will be deducted off your refund if:

1. You choose to have IStopBedrooms pick up your return from your residence or delivered address.
 2. You refuse delivery for any reason without consent from IStopBedrooms.
 3. You refuse an entire shipment because only a part of an item is damaged.
 4. The delivery address you provided was invalid and the order could not be delivered.
 5. You choose to cancel your order and it is past the cancellation timeframe.
 6. If an item does not fit in your home and/or through your door.
-

If you only return part of an order that included a package discount, the package discount will be void and you will be credited less the amount of the discount.

If parts or accessories are missing from the original packaging, a fee will be deducted from your refund.

* Remote delivery locations may be subject to additional charges.

Items That Can Not Be Returned

1. Items marked "Final Sale" or "Special Order"
2. Items that have already been assembled (unless written exception is provided by IStopBedrooms)

YOU MAY INITIATE A RETURN OR EXCHANGE ONLINE, BY PHONE OR LIVE CHAT.

Tips to Avoid a Return

1. Prior to placing your order please make sure that the item you are ordering will fit through your door and in the space where it will go. If it doesn't the delivery company may have to leave the product right outside your door, on a porch or in a garage.
2. If your item arrives with minor or cosmetic damages due to shipping, don't worry. We can attempt to replace the damaged parts on the product so you can avoid returning it.

Delivery Policy

1. Normal delivery hours are 8am-6pm Monday-Friday. Any special requests outside our normal delivery hours may be subject to additional fees.
2. An adult must be present to accept and sign for delivery of your new furniture.
3. All deliveries are fully insured from the time it leaves our warehouse until arrival at your home.
4. All items must be inspected for damage at the time of delivery. All damage must be notated on the delivery receipt / bill of lading.
5. Delivery insurance will only cover issues that are noted on the delivery receipt / bill of lading. IStopBedrooms, nor the shipping carrier, will be held liable for any issues not noted accordingly.
6. Regardless of damage, defect, missing or incorrect item, all items on the order must be accepted and signed for unless otherwise directed by IStopBedrooms so that we may resolve the issue. IStopBedrooms will resolve the issue by replacing, refunding, or repairing the item as warranted, at its discretion.
7. It is required that you take photos of any damage that you notice as proof.
8. Make sure your floors and walls are covered / protected prior to delivery as IStopbedrooms nor the carrier will be held liable for damage to your personal property.
9. Missed delivery appointments may be subject to a delivery attempt fee at an estimated \$0.75* per lb.

- 10. Should you need to reschedule your delivery, please notify us at least two days prior to the scheduled delivery date in order to avoid a rescheduling fee.
- 11. On the day of delivery please make sure the area is cleared for delivery. Our delivery team can not remove old furniture.

*Our customer service department must be notified of any damages within 24 hours of delivery.

Product Image and Specification Disclaimer

We work closely with our vendors and try to be 100% certain of all product colors, dimensions, and measurements, however specifications on our site may not be correct as the manufacturer can change them at any time without notice. Images may look different from the actual item in terms of color due to the lighting during photo shooting or your monitor’s display. We have made all efforts to display our products as accurately as possible. Any questions related to color, dimensions or specifications must be discussed prior to placing your order, if not fully addressed, IStopBedrooms will not be held responsible. If there is anything you are unclear about ask one of our sales associates, If you’re ever unsure about something during your buying process, do not hesitate to call us!

FREE SHIPPING

Items marked Free Shipping! will ship free via UPS/FedEx to the entire continental United States. No exceptions!

Items marked Free White Glove Delivery will ship free via a specialized white glove delivery carrier with one exception. If you live in a remote or rural location a delivery surcharge may be required.

Items marked Free In Home Delivery will ship free via a specialized furniture carrier with one exception. If you live in a remote or rural location a delivery surcharge may be required.

To check if your delivery address is listed as a remote or rural location please enter your zip code below.

Look up

Mobile Terms of Service

The IStopBedrooms mobile message service (the "Service") is operated by IStopBedrooms ("IStopBedrooms", "we", or "us"). Your use of the Service constitutes your agreement to these terms and conditions ("Mobile Terms"). We may modify or cancel the Service or any of its features without notice. To the extent permitted by applicable law, we may also modify these Mobile Terms at any time and your continued use of the Service following the effective date of any such changes shall constitute your acceptance of such changes.

By consenting to IStopBedrooms's SMS/text messaging service, you agree to receive recurring SMS/text messages from and on behalf of IStopBedrooms through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology. Service-related messages may include updates, alerts, and information (e.g., order updates, account alerts, etc.). Promotional messages may include promotions, specials, and other marketing offers (e.g., cart reminders).

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with IStopBedrooms. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Message and data rates may apply. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Reply with the single keyword STOP or click the unsubscribe link (where available) in any text message to cancel. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you. If you have subscribed to other IStopBedrooms mobile message programs and wish to cancel, except where applicable law requires otherwise, you will need to opt out separately from those programs by following the instructions provided in their respective mobile terms.

For Service support or assistance, email Service@lstopbedrooms.com.

We may change any short code or telephone number we use to operate the Service at any time and will notify you of these changes. You acknowledge that

any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

We respect your right to privacy. To see how we collect and use your personal information, please see our [Privacy Notice](#).

EXHIBIT 3

RETURN POLICY

We are pleased to offer a 30 Day Return Policy that starts on the day you receive your order. If you are dissatisfied with your purchase for any reason, you can return it for a refund within 30 days of delivery in the original condition and packaging.

Requirements for a Refund

1. Items must be in new and unused condition.
2. Items must be returned with all of their original packaging and accessories.
3. Items must not be assembled or modified in any way.
4. Items must include a return authorization number provided by IStopBedrooms.

Fees and Deductions

All returns and exchanges are subject to a 15% restocking fee plus applicable return shipping fees listed below.

A return shipping cost estimated at \$2.25 per pound will be deducted off your refund if:

1. You choose to have IStopBedrooms pick up your return from your residence or delivered address.
2. You refuse delivery for any reason without consent from IStopBedrooms.
3. You refuse an entire shipment because only a part of an item is damaged.
4. The delivery address you provided was invalid and the order could not be delivered.
5. You choose to cancel your order and it is past the cancellation timeframe.
6. If an item does not fit in your home and/or through your door.

If you only return part of an order that included a package discount, the package discount will be void and you will be credited less the amount of the discount.

If parts or accessories are missing from the original packaging, a fee will be deducted from your refund.

* Remote delivery locations may be subject to additional charges.

Items That Can Not Be Returned

1. Items marked "Final Sale" or "Special Order"

2. Items that have already been assembled (unless written exception is provided by IStopBedrooms)

YOU MAY INITIATE A RETURN OR EXCHANGE ONLINE, BY PHONE OR LIVE CHAT.

Tips to Avoid a Return

1. Prior to placing your order please make sure that the item you are ordering will fit through your door and in the space where it will go. If it doesn't the delivery company may have to leave the product right outside your door, on a porch or in a garage.
2. If your item arrives with minor or cosmetic damages due to shipping, don't worry. We can attempt to replace the damaged parts on the product so you can avoid returning it.

Cancellation Policy

To make sure you receive your order as quick as possible we process all orders the moment they come in, for this reason orders may only be canceled within 24 hours of placement without incurring any fees.

1. Orders cancelled after 24 hours may be subject to a 15% restocking fee plus a return shipping fee at an estimated \$2.25 per pound.
2. If you cancel, return, or exchange only part of an order that included a package discount, you will forfeit your package discount and be credited less the amount of the discount.
3. If there are backordered products on your order and you choose to wait for the backordered products to become available, we will make payment to the manufacturer to ensure that the products are reserved for you when they become available and not sold to anyone else. Your order will be considered a "special order" and therefore cannot be cancelled.

To cancel an order please [contact us](#). Once cancelled your order status will change to cancelled and a cancellation confirmation email will be sent. Please keep this email as confirmation that you have cancelled your order. If you do not have a cancellation confirmation email or your order status in your customer portal does not say cancelled, your order was not cancelled.

Delivery Policy

1. Normal delivery hours are 8am-6pm Monday-Friday. Any special requests outside our normal delivery hours may be subject to additional fees.
2. An adult must be present to accept and sign for delivery of your new furniture.

3. All deliveries are fully insured from the time it leaves our warehouse until arrival at your home.
4. All items must be inspected for damage at the time of delivery. All damage must be notated on the delivery receipt / bill of lading.
5. Delivery insurance will only cover issues that are noted on the delivery receipt / bill of lading. IStopBedrooms, nor the shipping carrier, will be held liable for any issues not noted accordingly.
6. Regardless of damage, defect, missing or incorrect item, all items on the order must be accepted and signed for unless otherwise directed by IStopBedrooms so that we may resolve the issue. IStopBedrooms will resolve the issue by replacing, refunding, or repairing the item as warranted, at its discretion.
7. It is required that you take photos of any damage that you notice as proof.
8. Make sure your floors and walls are covered / protected prior to delivery as IStopbedrooms nor the carrier will be held liable for damage to your personal property.
9. Missed delivery appointments may be subject to a delivery attempt fee at an estimated \$0.75* per lb.
10. Should you need to reschedule your delivery, please notify us at least two days prior to the scheduled delivery date in order to avoid a rescheduling fee.
11. On the day of delivery please make sure the area is cleared for delivery. Our delivery team can not remove old furniture.

*Our customer service department must be notified of any damages within 24 hours of delivery.

Product Image and Specification Disclaimer

We work closely with our vendors and strive to be 100% certain of all product colors, dimensions, and measurements. Notwithstanding however, specifications on our site may not reflect accurately as the manufacturer can change the specs at any time without notice. In terms of color, images of certain items may look different than the actual item. This can occur for a variety of reasons including but not limited to the lighting during a photo shoot or your monitor's display. We have made every effort to display our products as accurately and will continue to do so. Any questions related to color, dimensions or specifications must be discussed prior to placing your order. If not fully addressed, IStopBedrooms will not be held responsible. If there are things you are unclear about or have any questions, be sure to ask one of our representatives for assistance. Do not hesitate to call us! We are here to help every step of the way.

EXHIBIT 4



Office of Legal Counsel
1716 Coney Island Avenue
Brooklyn, NY 11230
212-702-8783 ext. 7555
complaints@1stopbedrooms.com

January, 26 2022

Michelle Kavanaugh
2318 Oakley Green Dr
Sun City Center, NY 33573
585-690-7311
Mkavan61@gmail.com

Re: BBB Complaint No. 16188457

Dear Michelle:

We write in connection with your complaint of 1StopBedrooms (the "Complaint") submitted on November, 29 2021 to the New York Better Business Bureau ("BBB") regarding your 1StopBedrooms order number 8819328 made on November, 04 2020. This Complaint contains materially false or misleading information concerning the contractual terms of your 1StopBedrooms order. Unless removed, the Complaint may cause injury to the business of 1StopBedrooms in an amount far exceeding the amount of your purchase. 1StopBedrooms has a legal right to hold you responsible for such damages through legal action.

To avoid the expense and possible liability of court action, you must remove this information within three (3) days of the date of this letter by following the instructions found at the end of this letter.

Please understand that 1StopBedrooms reserves the right to seek judgment against any person posting false and defamatory information in the guise of seeking dispute resolution. 1StopBedrooms will seek all relief available under the law against any person attempting unlawfully to pressure or extort 1StopBedrooms into waiving or reducing its legal rights or changing the contractual terms set forth in the 1StopBedrooms Terms and Conditions, available at <https://www.1stopbedrooms.com/terms-and-conditions> ("Terms"). All orders from our website are subject to the Terms which are agreed to by all customers.

Please read this letter carefully and follow all instructions in order to prevent the filing of a legal claim against you by 1StopBedrooms. Failure to do so may result in the entry of a judgment against you in the total amount of 1StopBedrooms' damages as well as attorneys' fees and costs as set out in the Terms.

Your Complaint states that delivery was not made on the date you expected to receive your item. We write to remind you that, as provided in the Terms, delivery dates are estimates and cannot be guaranteed. If your merchandise has not arrived by the estimated date, it is because the brand of furniture you ordered is delayed on the factory end.

Your Complaint states that your item arrived damaged. We write to remind you that the Terms agreed to by you at the time of your purchase give 1StopBedrooms the right to repair all merchandise that arrives damaged.

Your Complaint is based on a claim that you are entitled to consideration such as a discount, waiver of a fee, replacement or other payment or provision of value by 1StopBedrooms that is inconsistent with the Terms as agreed to by you when you made your purchase. This is unjustified. Threatening to submit or submitting an unjustified complaint against 1StopBedrooms for publication online, to use as leverage or a threat to obtain a financial or other advantage contrary to the Terms may subject you to additional liability for damages under the law.

For the reasons indicated above, the Complaint is misleading concerning the Terms you agreed to when you made your purchase and must be immediately removed to avoid legal action.

To remove your BBB complaint:

1. Log onto the BBB website using your username and password and mark your BBB complaint as resolved.
2. After marking your BBB complaint as resolved:
 - a. Compose a separate message to donotpost@newyork.bbb.org.
 - b. Use the subject line: "**Complaint ID: 16188457** "
 - c. Write in the body of the email: "I would like to request a Do Not Post Form for Complaint ID **16188457**. Thank you."
 - d. Upon receipt of the form, please fill it out and return it to the BBB.
3. Forward a copy of the completed form and the email received from the BBB confirming your request to complaints@1stopbedrooms.com.

We appreciate your cooperation and welcome any questions you may have concerning the above. Contact us at complaints@1stopbedrooms.com or call 212-702-8783 ext. 7555 during regular business hours so that we may address your concerns. 1StopBedrooms reserves all its legal rights in connection with this matter, and none of the foregoing is intended to waive or modify the Terms and Conditions governing your purchase or 1StopBedrooms' rights under applicable law.


Very truly yours,

A handwritten signature in black ink, appearing to be "Dy" with a long horizontal stroke extending to the right.

1StopBedrooms
Office of Legal Counsel

EXHIBIT 5

Dec 21, 2020 the customer approved the backorder which was due to ship out on or before Jan 17 2021



Order# **8840525**

Current Status - **Backorder Approved**

Dear Imade EHIMUA,

Your order is set to ship out on or before: **Jan 17, 2021**.

Thank you for selecting to keep your order as is and wait for it to ship out when the backordered product(s) become available. We'll send another email and update your order status as soon as your order ships out.


Once again, we apologize for this delay and truly appreciate your patience and understanding.

Thank you,
1StopBedrooms
Sales and Service Squad

Need help?

- 866-456-8823
- [Message us](#)
- www.1StopBedrooms.com

[Unsubscribe](#)



Jan 19, 2021 10:00:54 AM

Customer called into 1stop inquiring about the status of her order. We advised the customer that the order was set to ship out this week and the order did not include assembly.

Jan 19, 2021 4:30:16 PM

Customer called back into 1Stop irate that the bed was not being delivered today. We explained to the customer that the ship date did not mean the actual delivery date to the home. The ship date meant when the order would depart from the manufacturer and once it arrived at the final mile delivery carrier they would contact her to set up a date and time for delivery. The customer was also upset that their order did not include white glove assembly. We advised the customer that assembly was never selected upon checkout. As a courtesy we applied a \$75 refund back to the original form of payment which the customer was OK with.

Jan 20, 2021 4:13:54 PM The customer called 1Stop looking for us to expedite the delivery.

Feb 08, 2021 Customer was scheduled to receive the order today however the customer refused all 3 pieces to the bed due to the back of the headboard ripped.



Feb 10, 2021 11:01:22 AM Customer called into 1stop stating the bed was damaged and they took it back to the hub. We offered the customer a replacement for the damaged item however the customer just wanted to cancel the order. 1Stop advised the customer that cancellation fees would be applied if we were not allowed to take the necessary course of action and replace the item. The customer still insisted that they would just like to cancel the order.

Feb 10, 2021 1:35:13 PM The following email was sent to the customer advising them of the cancellation fees due to not allowing 1stopbedrooms to replace the damaged item.

Comments: Hello Imade, We have received your request to cancel your order. Unfortunately, you are requesting to cancel your order after our 24-hour cancellation window. The order was custom shipped for you and is subject to return fees. As per our terms and conditions, which may be seen here <https://www.1stopbedrooms.com/return-policy/> you are responsible for an estimated \$1.75/lb return shipping fee + 15% restocking fee Total Weight: 277.00 Price Per Pound: \$1.75 Return Shipping Fee: \$484.75 15% Restocking Fee: \$276.63 Total Restocking Fee: \$761.38 Total Paid (Entire Order): \$1844.22 Total Refund Amount: \$1082.84 Please respond to this email stating you confirm the cancellation policy and attach a copy of your photo ID to serve as your digital signature. Once confirmed, we will then refund the amount paid minus restocking fee and shipping charges. 1StopBedrooms Customer Support Team

EXHIBIT 6

**Attorney General Letitia James
State of New York
Office of the Attorney General
Bureau of Consumer Frauds and Protection
55 Hanson Place, Suite 1080, Brooklyn, NY 11217
(718) 560-2040**

**File Number: 23-036371-M1
Staff: Stiven Vasquez Nunez**

RESPONSE FORM

Name of Consumer: Naresh Naik

Legal Name of Company: Payless Furniture Inc.

Executive Office Address: 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230

If a Corporation, Names of President and General Manager: Jeffrey Gadeloff, President; Jonathan Morrison, Director of Operations

Name, Address and Telephone Number of person to contact for additional Information: Jonathan Morrison; 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230; 866-456-8823 x7028; jon.m@1stopbedrooms.com

RESPONSE TO COMPLAINT:

Mr. Naik did not cancel his order "immediately" as he falsely claims. Mr. Naik placed his order on 9/07/22 and accepted the backorder on 10/06/22. I have attached Mr. Naik's automated backorder acceptance email.

In order to resolve this matter, we offer to:

Mr. Naik is responsible for the full return and restocking fees on his order. He agreed to these terms when he placed his order, he would not have been to complete his checkout otherwise.

I understand that any false statements made on this form are punishable as a Class A Misdemeanor under §175.30 and/ or §210.45 of the Penal Law.

Name: Jonathan Morrison

Title: Director of Operations

Signature: Jonathan Morrison

Date: 7/24/23

Forbes, George

From: Isaac 1Stopbedrooms <isaac@1stopbedrooms.com>
Sent: Friday, November 15, 2019 2:43 PM
To: Internet & Technology (BIT)
Subject: Complaint with the New York State Office of the Attorney General - File 19-043076

[EXTERNAL]

Hi Appoline,

Thank you for reaching out to us about Mr. Russell’s order. The customer was advised of the delay of order. As mentioned in my previous message we do not control the manufacturer inventory availability. Additionally, Our terms and conditions that all consumers must agree to prior to purchasing with our entities states all order delivery times are “estimates”.

The typical time frame for delivery is 2 to 4 weeks and if those dates change we request the customer approve the back order. This approval was received on 10/22.

Lastly, I am including a link to our policies for you to review; mainly the shipping and delivery policy:
<https://www.1stopbedrooms.com/shipping-and-delivery>

The screenshot shows an email client interface. At the top, it displays 'Order # 8538850 | Oct 20, 2019 11:38:17 AM'. Below this are navigation buttons: 'Back', 'New Message / Reminder', and 'Edit Order'. A section titled 'Customer Emails' contains a table with columns 'Date' and 'From Email'. The table lists several emails from 'no-reply@1stopbedrooms.com' with dates ranging from Oct 20, 2019 to Nov 14, 2019. A 'View Customer Emails' button is positioned to the right of the table. Below the table is a section for 'Customer SMS' with columns 'Date' and 'To Number', showing one SMS from Oct 22, 2019 to '+1703...'. The main content area shows a preview of an email from '1stopbedrooms.com' with the subject 'Action Required!' and the body text: 'Order# 8538850', 'Dear Anthony Russell', 'There is an action required on your order!', and 'Please Click Here to view your order and select how you wish to proceed'. The email concludes with 'Thank you' and '1StopBedrooms.com'.


Order # 8538850 | Oct 20, 2019 11:38:17 AM

Back [New Message / Reminder](#) [Edit Order](#)

Customer Emails

Date	From Email
Nov 14, 2019 7:04:36 PM	no-reply@1stopbedrooms.com
Oct 22, 2019 5:23:18 PM	no-reply@1stopbedrooms.com
Oct 22, 2019 5:01:08 PM	no-reply@1stopbedrooms.com
Oct 20, 2019 8:31:00 PM	no-reply@1stopbedrooms.com
Oct 20, 2019 11:36:33 AM	no-reply@1stopbedrooms.com
Oct 20, 2019 11:38:23 AM	no-reply@1stopbedrooms.com

[View Customer Emails](#)



Order# **8538850**

Current Status: **On Hold**

Dear Anthony Ricciardi,

Your order is set to ship out on **Nov 17, 2019**. Thank you for waiting to keep your order as it will ship out when the backordered products become available. We'll send another email and update your order status as soon as your order ships out. Once again, we apologize for this delay and truly appreciate your patience and understanding.

Thank you,
1StopBedrooms
sales and service@1stopbedrooms.com

Customer SMS

Date	To Number
Oct 22, 2019 5:01:08 PM	+1703

Order # 8538850 | Oct 20, 2019 11:38:17 AM

[Back](#) [New Message / Reminder](#)

	Shipment	MFR Status	MFR Internal Status	Internal
Customer Emails And SMS	1 of 1	Confirmed	Confirmed	In Tran
avaTax	Baxton Studio			
Manufacturer				

Customer Info **Billing**

Customer Name	Anthony Russell Get Info	First Name	Anthony
Email	truss63@gmail.com	Last Name	Russell
Placed From IP	71.178.18.55	Street1	1803 Hyden Pl
		City	Woodbridge
		State	Virginia
		PostCode	22191
		Country	US
		Tel	703-400-4984 (Arlington, VA)

This is a returning customer.
[View past orders](#)

[Show LexisNexis Details](#)

Manufacturer Shipping Summary

Entire Order/ Brand	Tracking Status	Ordered	MFR Status
Entire Order	In Transit	Yes	-
Baxton Studio	In Transit	Yes	Confirmed

Items Ordered

This order has a product with accessory options. [Edit order to upgrade!](#)

No	Product	Web Id	SKU
----	---------	--------	-----

Manufacturer [Baxton Studio](#) (Shipment 1 of 1)

1	Baxton Studio Montclare Ivory Leather Modern Dining Chair (Set Of 2)	qb1243077	ALC-1083 Iv
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Regards,

ISAAC A.

1STOPBEDROOMS INC

866.456.8823

Info@1stopbedrooms.com



From: Internet & Technology (BIT) <IFRAUD@ag.ny.gov>

Sent: Thursday, November 14, 2019 3:59 PM

To: Isaac 1Stopbedrooms <Isaac@1stopbedrooms.com>; 1StopBedrooms <service@1stopbedrooms.com>; 1StopBedrooms <service@1stopbedrooms.com>

Subject: Complaint with the New York State Office of the Attorney General - File 19-043076

<i>Re: Our File</i>	<i>19-043076-M1</i>
<i>Number:</i>	
<i>Consumer:</i>	<i>Anthony Russell</i>
	<i>1803 Hyden Place</i>
	<i>Woodbridge, VA 22191</i>

Dear Sir or Madam:

Federal Trade Commission rules and New York’s General Business Law § 396-m requires that a company ship merchandise within a stated time. If no time is stated, shipment must be made within thirty days after receipt of the order, unless the consumer is contacted and consents to the delay. If the merchandise cannot be shipped as required, the seller must offer the consumer the option of a refund or charge account credit.

In relation to your company's response, it appears that Anthony Russell would prefer a full refund of the amount paid for the merchandise, as is provided for in New York General Business Law § 396-m.

Please review this matter and advise me in writing within seven business days of any action you have taken.

I look forward to your continuing cooperation.

Sincerely yours,

Apolline Jonckheere
 Bureau of Internet and Technology
 Division of Economic Justice
 Office of the New York State Attorney General
 28 Liberty Street, New York, NY 10005
 ☎ 212-416-8433 | 📠 212-416-8369
 ✉ ifraud@ag.ny.gov
<http://ag.ny.gov/bureau/internet-bureau>

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Forbes, George

From: Jon Morrison <Jon.M@1stopbedrooms.com>
Sent: Monday, November 29, 2021 6:04 PM
To: Internet & Technology (BIT)
Subject: RE: 21-052541/ 8994270

[EXTERNAL]

Dear Ms. Jayson,

I have reviewed Complaint 21-052541-M1, submitted by Mode Esperance. Where to begin, Mr. Esperance purchased the bed himself through our website. The bed he purchased is the bed we shipped and the bed that was delivered to him. The delivery team took pictures of the boxes in his residence with the SKUs visible, matching the ones on his invoice. Mr. Esperance ordered the wrong bed or suffers from buyer's remorse. He also asserts that his order was to be delivered between 9/30/21-10/5/21 and "they lies to me over and over about the order has been shipping". We do not list delivery dates on our website. What we do list are shipping dates. Mr. Esperance confused "shipping 9/30/21-10/5/21" with "delivered 9/30/21-10/5/21".

Mr. Esperance is still within the 30 day return window. We will accept a return as per our policy <https://www.screencast.com/t/p2RfbeVL>. Mr. Esperance would be responsible for return and restocking fees though. Other than keeping the order, that is the only other option available.

Regards,

Jon Morrison

**Jon Morrison | Director of Operations**

1StopBedrooms | 1716 Coney Island Ave | Brooklyn NY 11230
Jon.M@1StopBedrooms.com | www.1StopBedrooms.com
T: (888) 581-6810 x 7028

Forbes, George

From: Jon M (1Stopbedrooms) <service@1stopbedrooms.com>
Sent: Monday, February 6, 2023 1:23 PM
To: Internet & Technology (BIT)
Subject: [1Stopbedrooms.com] Re: NYS Office of the Attorney General - File 23-005838-M1/9195430 Jarvis

[EXTERNAL]

Please take your copy of the link to the request.

Your request ([#2690996](#)) has been updated. To add additional comments, reply to this email.

Jon M (1Stopbedrooms.com)

Dear Ms. Khanom,

I have reviewed Complaint 23-005838-M1, submitted by Paul Jarvis. When Mr. Jarvis placed his order he agreed to our terms and conditions. He would not have been able to complete his purchase otherwise. These terms state that if an item is damaged or lost we reserve the right to replace it. In Mr. Jarvis' case the Victoria Sofa was lost by the local delivery company. The sofa had since been found but Mr. Jarvis refused delivery. The sofa has since been shipped back to our warehouse to avoid the warehouse's accruing storage fees. Mr. Jarvis can either accept redelivery of his sofa or he would be responsible to pay return and restocking fees.

Jon M.
1StopBedrooms
Customer Support Team

Ifraud

*Re: Our File Number: 23-005838-M1
Consumer: Paul Jarvis
2104 Heavens Way
Summerville, SC 29483-8393*

Dear Sir or Madam:

Enclosed please find a copy of the complaint Paul Jarvis has filed with the New York State Attorney General's Bureau of Internet and Technology.

As a service to the public, the Attorney General's Bureau of Internet and Technology mediates individual consumer complaints in an effort to resolve disputes fairly and amicably. Since we know only the consumer's

version of events, I am forwarding the complaint to your company to provide you the opportunity to address the claim(s) this consumer has made.

Please review it and advise me in writing of your position within seven business days. You may send your response, including specific steps taken to resolve dispute, to my attention by mail or email at the address below. Kindly include the file number for reference, and attach copies of any relevant documents.

Of course, if the consumer is entitled to a refund or other adjustment, it should be made promptly and you should advise our office accordingly.

Sincerely yours,

Shahidah Khanom
Bureau of Internet and Technology
Division of Economic Justice
Office of the New York State Attorney General
28 Liberty Street, New York, NY 10005
[*ifraud@ag.ny.gov](mailto:ifraud@ag.ny.gov)
<http://ag.ny.gov/bureau/internet-bureau>



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Attachment(s)

[23-005838.pdf](#)

Jon M
1StopBedrooms

Please be advised that due to the pervasive effects of COVID-19, some of our brands' global supply chains and logistic networks have been experiencing delays. These delays may affect the delivery time of orders and warranty replacements. At present, we may only have limited information regarding when orders will ship or be received. Rest assured that we are working to fulfill and ship your order as quickly as possible. We appreciate your patience during this time of uncertainty.

This email is a service from 1Stopbedrooms.com.

**Attorney General Letitia James
State of New York
Office of the Attorney General
Bureau of Consumer Frauds and Protection
55 Hanson Place, Suite 1080, Brooklyn, NY 11217
(718) 560-2040**

**File Number: 23-036365-M1
Staff: Stiven Vasquez Nunez**

RESPONSE FORM

Name of Consumer: David Natale

Legal Name of Company: Payless Furniture Inc.

Executive Office Address: 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230

If a Corporation, Names of President and General Manager: Jeffrey Gadeloff, President; Jonathan Morrison, Director of Operations

Name, Address and Telephone Number of person to contact for additional Information: Jonathan Morrison; 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230; 866-456-8823 x7028; jon.m@1stopbedrooms.com

RESPONSE TO COMPLAINT:

When Mr. Natale placed his order he agreed to our terms and conditions, he would not have been able complete his purchase otherwise. One policy was on damages, Mr. Natale agreed that if something arrived damaged he would still accept the order and we would have it taken care of. By rejecting his order he broke these terms and conditions. Also included in our terms and conditions is our return policy, again, that Mr. Natale agreed to upon checkout. Mr. Natale agreed to our return policy a second time when he provided a copy of his license as proof of acceptance. He even sent us this colorful email "*You are a bunch of thieves. I accept your return policy thievery because for \$800 I'll be rid of you forever. \$800 is a tick on my ass.*" I guess Mr. Natale was not ready to be rid of us forever after all.

In order to resolve this matter, we offer to:

There is nothing to do here. Mr. Natale received the refund he was due.

I understand that any false statements made on this form are punishable as a Class A Misdemeanor under §175.30 and/ or §210.45 of the Penal Law.

Name: Jonathan Morrison

Title: Director of Operations

Signature: Jonathan Morrison

Date: 7/24/23

**Attorney General Letitia James
State of New York
Office of the Attorney General
Bureau of Consumer Frauds and Protection
55 Hanson Place, Suite 1080, Brooklyn, NY 11217
(718) 560-2040**

File Number: 23-035433-M1**Staff: Stiven Vasquez Nunez**

RESPONSE FORM

Name of Consumer: AnTonya Davis**Legal Name of Company:** Payless Furniture Inc.**Executive Office Address:** 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230**If a Corporation, Names of President and General Manager:** Jeffrey Gadeloff, President; Jonathan Morrison, Director of Operations**Name, Address and Telephone Number of person to contact for additional Information:** Jonathan Morrison; 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230; 866-456-8823 x7028; jon.m@1stopbedrooms.com

RESPONSE TO COMPLAINT:

Ms. Davis is disingenuous in her complaint. She makes it a point to state that her order was not delivered. Even reiterating the point again at the end. What she fails to reveal is the reason her order was not delivered. The delivery carrier tried to contact Ms. Davis 25 times between 7/22/22 and 8/27/22 and received no response from her. Please see the attachments labeled Ryder 01 and Ryder 02 as proof.

In order to resolve this matter, we offer to:

Ms. Davis is responsible for full return and restocking fees on her order as well as the storage fees that accrued while she refused contact. I will waive the storage fees as a courtesy but if she refuses to accept this offer the storage fees will be added back.

I understand that any false statements made on this form are punishable as a Class A Misdemeanor under §175.30 and/ or §210.45 of the Penal Law.

Name: Jonathan Morrison

Title: Director of Operations

Signature: Jonathan Morrison

Date: 7/24/23

Forbes, George

From: Jon M (1Stopbedrooms) <service@1stopbedrooms.com>
Sent: Wednesday, August 9, 2023 10:32 AM
To: Internet & Technology (BIT)
Subject: [1Stopbedrooms.com] Re: NYS Office of the Attorney General - File 23-040773/9303462 Gross

Categories: Green Category

[EXTERNAL]

Your request ([#2984935](#)) has been updated. To add additional comments, reply to this email.

Jon M (1Stopbedrooms.com)

Dear Ms. Vashovsky,

When Mr. Gross placed his order he agreed to our terms and conditions, he would not have been able to complete his purchase otherwise. In these terms and conditions it states we reserve the right to repair or replace anything that arrives to a customer damaged. We ordered replacement parts and will have a licensed furniture technician make the repair. As to the second nightstand that he rejected delivery of, Mr. Gross will be responsible for full return and restocking fees on that nightstand. Our cancellation policy is also included in the terms and conditions Mr. Gross agreed to and by rejecting the delivery he broke our policy.

Jon M.
1StopBedrooms
Customer Support Team

Ifraud

*Re: Our File Number: 23-040773-M1
Consumer: Jeff Gross
827 Green Garden Way
Myrtle Beach, SC 29579*

Dear Sir or Madam:
Enclosed please find a copy of the complaint Jeff Gross has filed with the New York State Attorney General's Bureau of Internet and Technology.

As a service to the public, the Attorney General’s Bureau of Internet and Technology mediates individual consumer complaints in an effort to resolve disputes fairly and amicably. Since we know only the consumer’s version of events, I am forwarding the complaint to your company to provide you the opportunity to address the claim(s) this consumer has made.

Please review it and advise me in writing of your position within seven business days. You may send your response, including specific steps taken to resolve dispute, to my attention by mail or email at the address below. Kindly include the file number for reference, and attach copies of any relevant documents.

Of course, if the consumer is entitled to a refund or other adjustment, it should be made promptly and you should advise our office accordingly.

Sincerely yours,

Molly Vashovsky

Bureau of Internet and Technology
Division of Economic Justice
Office of the New York State Attorney General
28 Liberty Street, New York, NY 10005

[*ifraud@ag.ny.gov](mailto:ifraud@ag.ny.gov)

<http://ag.ny.gov/bureau/internet-bureau>



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Attachment(s)

[23-040773.pdf](#)

Jon M
1StopBedrooms

Printed on 01/15/2025 1:25:25 PM

Forbes, George

From: Jon Morrison <Jon.M@1stopbedrooms.com>
Sent: Monday, December 27, 2021 2:16 PM
To: Internet & Technology (BIT)
Subject: Re: 21-054669/ 8886755

[EXTERNAL]

Dear Ms. Jayson,

I have reviewed Complaint 21-054669 submitted by Ellen Koch. Ms. Koch was refunded \$1,868.86 for the bed that arrived damaged. The rest of the furniture arrived in perfect shape and she accepted the delivery on 10/9/21. It is now well past the time frame for any type of return and we cannot accept one. Please close this complaint. Thank you.

Regards,

Jon Morrison



Jon Morrison | Director of Operations

1StopBedrooms | 1716 Coney Island Ave | Brooklyn NY 11230

Jon.M@1StopBedrooms.com | www.1StopBedrooms.com

T: (888) 581-6810 x 7028

**Attorney General Letitia James
State of New York
Office of the Attorney General
Bureau of Consumer Frauds and Protection
55 Hanson Place, Suite 1080, Brooklyn, NY 11217
(718) 560-2040**

**File Number: 23-026586-M1
Staff: Stiven Vasquez Nunez**

RESPONSE FORM

Name of Consumer: Chad Pryor

Legal Name of Company: Payless Furniture Inc.

Executive Office Address: 1716 Coney Island Ave., 5th Floor, Brooklyn, NY 11230

If a Corporation, Names of President and General Manager: Jeffrey Gadeloff,
President; Jonathan Morrison, Director of Operations

**Name, Address and Telephone Number of person to contact for additional
Information:** Jonathan Morrison; 1716 Coney Island Ave., 5th Floor, Brooklyn, NY
11230; 866-456-8823 x7028; jon.m@1stopbedrooms.com

RESPONSE TO COMPLAINT:

When Mr. Pryor made his purchase he agreed to our terms and conditions, he would not have been able to complete his purchase otherwise. He agreed that if something arrived damaged he would still accept the order and we would repair or replace, at our discretion, anything that arrived in less than perfect condition. By rejecting the order he broke these terms. We asked him to accept the order and we would replace the damaged footboard, which was the only damaged piece. He would not accept his order.

Also included in our terms and conditions is our return policy and the return and restocking fees associated with a return. We do not have a "30 day guarantee" as Mr. Pryor asserts. See our return policy here:

<https://app.screencast.com/W3CXBj79jISpM>.

In order to resolve this matter, we offer to:

Mr. Pryor received the refund he was entitled to. We make no further offers.

I understand that any false statements made on this form are punishable as a Class A Misdemeanor under §175.30 and/ or §210.45 of the Penal Law.

Name: Jonathan Morrison

Title: Director of Operations

Signature: Jonathan Morrison

Date: 06/05/23