

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.: 501526/2025

IAS Part: 75

Hon. Anne Swern, J.S.C.

**STIPULATION AND CONSENT**

**IT IS HEREBY ACKNOWLEDGED, STIPULATED, CONSENTED TO, AND AGREED**, by and between Petitioner, the People of the State of New York, by its attorney, the Attorney General of the State of New York (George B. Forbes, of counsel), and Respondent Payless Furniture, Inc., d/b/a 1stopbedrooms, as follows:

1. Respondent consents to entry of the attached Consent Order without further notice;
2. Respondent enters into this Stipulation and Consent agreeing to the entry of the attached Consent Order to resolve the Attorney General’s civil investigation into its business practices without admitting or denying any liability, wrongdoing, or legal or factual issues alleged in the Verified Petition, to obviate the need for trial, and to facilitate a resolution to this matter;

3. Respondent enters into this Stipulation and Consent of its own free and voluntary act, with full knowledge and understanding of this proceeding, and the obligations imposed upon it by the attached Consent Order;

4. Respondent represents and warrants, through the signatures below, that the terms and conditions of this Stipulation and Consent are duly approved and the execution of this Stipulation and Consent is duly authorized;

5. Respondent shall not take any action or make any statement denying, directly or indirectly, the propriety of the attached Consent Order or expressing the view that the attached Consent Order is without factual basis;

6. Nothing in this paragraph affects Respondent's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Office of the Attorney General is not a party;

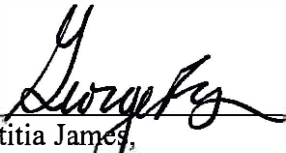
7. The Consent Order is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Respondent;

8. Acceptance of this Stipulation and Consent as well as the Consent Order by the Attorney General of the State of New York shall not be deemed or construed as an approval by the Attorney General of any of the activities of Payless Furniture, Inc., d/b/a 1stopbedrooms, or any of their subsidiaries, officers, employees, agents, or assigns, and none of them shall make any representation to the contrary;

9. Petitioner may apply to the Court upon a thirty-day notice to Respondent for such other and further relief as it deems necessary for the purpose of carrying out the terms of the Consent Order.

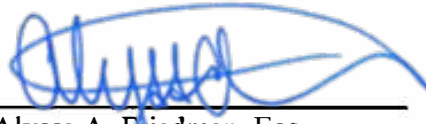
WHEREFORE, the following signatures are affixed hereto this 24 day of March, 2026.

**For the Petitioner**



Letitia James,  
Attorney General of the State of New York  
Brooklyn Regional Office  
55 Hanson Place, Suite 1080  
Brooklyn, NY 11217  
Att.: George Forbes,  
Assistant Attorney General

**For the Respondent**



Alyssa A. Friedman, Esq.  
Abrams Fensterman, LLP  
1 MetroTech Center  
Suite 1701  
Brooklyn, NY 11201

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.: 501526/2025

IAS Part: 75

Hon. Anne Swern, J.S.C.

**CONSENT ORDER AND  
JUDGMENT**

**WHEREAS**, Petitioner, the People of the State of New York, by Letitia James, Attorney General of the State of New York (“OAG”), commenced this special proceeding on five-days’ notice by Notice of Petition, dated January 15, 2025; alleging violations of New York Executive Law § 63(12); New York General Business Law (“GBL”) Article 22-A and 26, GBL §§ 349, 350, and 396-m; New York City Administrative Code § 20-700; and Rules of the City of New York (“RCNY”) § 5-50; the Amended Verified Petition and the attorney affirmation of Assistant Attorney General George B. Forbes, dated February 6, 2025, the affidavit of Senior Consumer Fraud Representative Shonnese Coleman, sworn to on January 15, 2025, and the exhibits attached thereto; and

**IT NOW APPEARS**, that Payless Furniture, Inc., d/b/a 1StopBedrooms, is willing to enter into this Consent Order without admitting or denying any of the allegations contained in the Petition.

**NOW**, on motion of the Attorney General of the State of New York, attorney for petitioner (George B. Forbes, Assistant Attorney General, Of Counsel) and upon consent of respondent and their attorney, Alyssa Friedman, Esq., of Abrams Fensterman, LLP, it is hereby:

## **PARTIES SUBJECT TO JUDGMENT**

1. **ORDERED, ADJUDGED, AND DECREED** that this Consent Order shall extend to Payless Furniture, Inc., d/b/a “1StopBedrooms” (hereinafter referred to collectively as “Respondent”), and Respondent’s partners, agents, employees, successors, any corporation, company, business entity, or other entity or persons under Respondent’s direction or control, who are involved in the conduct of business that is the subject of this litigation, whether acting individually or in concert with others, or through any entity or device through which Respondent may now or hereafter act or conduct business in the State of New York that is the subject of this litigation; and it is further

## **DEFINITIONS**

2. For the purposes of this Consent Order, these terms shall have the following meanings:

- a. “Claim Form” means the document any person shall complete and submit to the OAG within 120 days of the establishment of the restitution fund to determine if they are an Eligible Consumer to be awarded restitution for the Purchase Order, costs, and fees for furniture purchased from the Respondent, which will include specific details about the furniture purchase, order date, delivery delays, cancellation charges and fees, and/or defective/nonconforming furniture to support why they are entitled to restitution.
- b. “Clearly and Conspicuously” means, consistent with applicable law, that the statement, representation, or term being disclosed is easily noticeable (i.e., difficult to miss), in plain English, and easily understandable by the person to whom it is being address. Relevant factors for this purpose include, but are not limited to, language, font type, size, length, and color contrast, including in the following ways:

1. In any communication that is solely visual, the disclosure must be made through the same means through which the communication is presented.
  2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, easily read, and easily understood.
  3. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
  4. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices.
  5. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
  6. For the avoidance of doubt, a disclosure is not Clear and Conspicuous if it is avoidable and accessed or displayed only upon the user's affirmative election, e.g., through drop-downs, hyperlinks, or other similar means.
- c. "Eligible Consumer" means a person who purchased furniture through 1StopBedrooms ([www.1stopbedrooms.com](http://www.1stopbedrooms.com)) between January 15, 2019, and January 15, 2025, and who did not receive a delivery date at the time of purchase or a delivery delay notice by first class mail and experienced: 1) delivery delays; 2) received cancellation charges after they were denied the option to cancel with a full refund of their Purchase Order; or 3) received defective/nonconforming furniture. Eligible Consumer shall not include any persons who previously received a full refund of the Purchase Order, full store credit or full replacement furniture and cancellation fees.
- d. "Delivery Date" means the date identified as "Delivery Date" provided to the consumer at the time of Purchase Order.

- e. “Delivery Delay” means the late delivery of furniture to the consumer: 1) more than thirty (30) days after the date of order; or 2) more than thirty (30) days after the estimated delivery date provided to the consumer at the time of Purchase Order, whichever is later.
- f. “Effective Date” shall mean the date this Consent Order is entered by the Court.
- g. “Excessive Delivery Delay” means the late delivery of furniture to a consumer more than sixty (60) days or later from the date of order or sixty (60) days or later from the estimated delivery date provided to the consumer at the time of Purchase Order, whichever is later.
- h. “Furniture” means any article or merchandise used to furnish a house, apartment, or place of business or accommodation, as distinguished from permanent fixtures or adjuncts, including but not limited to chairs, tables, cabinets, sofas, carpets, rugs, curtains and chests; provided that such term shall not mean any article, which is in substantial part custom-made or custom furnished.
- i. “Person” means any individual, firm, partnership, corporation, association, or other legal entity.
- j. “Purchase Order” shall mean the total cost of the furniture, including all fees and charges; and it is further
- k. “Shipment Date” means the date identified as “Shipment Date” provided to the consumer at the time of Purchase Order and whereby the seller physically places the merchandise into the possession of the United States postal service or other carrier.
- l. “Non-Conforming, Damaged, or Defective Furniture” means a furniture item that, upon delivery, contains a material defect, damage, or non-conformity that materially impairs the furniture’s structural integrity, safety, or intended use.

### **INJUNCTIVE RELIEF**

3. **ORDERED, ADJUDGED, AND DECREED** that Respondent is permanently enjoined from engaging in deceptive, fraudulent, or illegal business acts or practices alleged in the Amended Verified Petition in violation of state and local law. Such violations include, but are not limited to, the following:

- a. failing to disclose an estimated delivery date or an estimated range of delivery dates, Clearly and Conspicuously in writing on the consumer's furniture Purchase Order contract entered for the sale of furniture or other merchandise, at the time an order for such furniture is taken.
- b. accepting Purchase Orders, failing to deliver furniture or other merchandise by the last date stated in the contract for delivery, and failing to send the consumer a notice of delayed delivery and the revised estimated delivery date or range of delivery dates.
- c. failing to either ship ordered merchandise or issue a refund (if payment has been remitted) for ordered merchandise which is not available within thirty days of receipt of order and payment therefor.
  - a. failing to advertise for sale merchandise which is not reasonably anticipated to be available for shipment within thirty days from date of publication or broadcast of advertisement or from date catalog or circular is mailed, unless a longer period of time is clearly and conspicuously stated in such advertisement. Whenever the term "thirty days" appears in this section, such term shall include a longer period of time if clearly and conspicuously stated in such advertisement.
- d. failing to either ship 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 thirty days of receipt of order and charge-account authorization therefor.
  - a. Failing to advertise for sale merchandise which is not reasonably anticipated to be available for shipment within thirty days from date of publication or broadcast of advertisement or from date catalog or circular is mailed, unless a longer period of time is clearly and conspicuously stated in such advertisement. Whenever the term "thirty days" appears in this section, such term shall include a longer period of time if clearly and conspicuously stated in such advertisement
- e. In circumstances where seller qualifies and elects to send a notice of delayed shipment under state and local law, failing to send to the buyer a notice of delayed shipment, stating the duration of the expected delay, providing the buyer with the opportunity to express his choice whether to cancel his order and receive a refund, be shipped the

merchandise or be furnished the services by a specified later date, or to accept substitute merchandise of equivalent or superior quality. If the seller proposes to substitute merchandise, he shall describe it in detail, indicating how it differs from the goods ordered. The notice shall be sent by first class mail and accompanied by a self-addressed, postage paid device upon which the buyer may indicate his choice, and mailed in advance of the expiration of the thirty day period, or that time stated in the solicitation. The notice shall expressly advise the buyer that the order will be immediately cancelled, and a refund forwarded where the buyer does not choose otherwise by response within thirty-five days of the date of mailing by the seller of the above notice. If, prior to shipment, the seller receives a response from the buyer requesting refund, such refund shall be promptly made. If no response is received prior to the expiration of the thirty-five day period after the date of the mailing by the seller of the above notice, the seller shall make a prompt refund.

- f. failing to disclose an estimated delivery date or range of delivery dates conspicuously on the consumer's copy of the order.
- g. failing to deliver furniture by the latest estimated delivery date disclosed on the order, without notifying the consumer in writing of (1) the delay (2) a new estimated delivery date or range of delivery dates or the consumer's options where the delay is caused entirely by the consumer.
- h. failing to provide a full refund within two (2) weeks of cancellation request.
- i. advertising a 30-day "hassle-free" return policy that discourages the consumer from returning furniture that is delayed more than thirty (30) days, damaged, defective, or non-conforming.
- j. advertising furniture as "in stock" at the time of Purchase Order when the product is not available or is on "back order."
- k. charging return cancellation fees on furniture or merchandise returned that have not been delivered within thirty (30) days from date of Purchase Order or the estimated delivery date or furniture received that is damaged, defective, or otherwise non-conforming; and it is further

#### **DELIVERY DELAY NOTICE AND REFUND POLICY**

4. **ORDERED, ADJUDGED, AND DECREED** that all provisions of Respondent's Delivery Delay Notice and Refund Policy shall comply with state and local laws and provide consumers at the time of Purchase Order with all disclosures and notices of an estimated delivery date (or range of delivery dates) Clearly and Conspicuously on the copy of the consumer's Purchase Order.

- a. Respondent shall forward any future notice of delivery delays to consumers by first-class mail, accompanied by a self-addressed stamped envelope that allows the consumer to indicate their option choices (in accordance with GBL § 396).
- b. Respondent shall confirm the availability of furniture or merchandise prior to advertising furniture or merchandise for sale.
- c. Respondent shall comply with all requirements of state and local law, including, as applicable, ensuring the issuance of a refund or credit, as provided in state or local law upon request by the consumer after the Purchase Order has been made for furniture or merchandise that has not been delivered within thirty (30) days of Purchase Order date or by the estimated delivery date at the time of Purchase Order.
- d. Respondent shall remove from its “Terms and Conditions” the 24-hour limitation on reporting defective, damaged, or non-conforming furniture or missing parts for a full refund.
- e. Respondent shall allow consumers to reject defective, damaged, or non-conforming furniture at time of delivery.
- f. Attached hereto collectively as Exhibit “A” are the Delivery Delay Notice and Refund Policy that Respondent shall, within 90 days, provide to consumers in the event of delivery delays more than 30 days, which are hereby approved by Petitioner. No modifications or amendments to the Delivery Delay Notice and Refund Policy, as attached hereto, shall be made without the prior written approval of the OAG; and it is further

5. **ORDERED, ADJUDGED, AND DECREED** that Respondent is permanently enjoined from serving cease-and-desist letters (or other correspondence threatening litigation) to consumers who file (or have filed) complaints about delivery delays and defective, damaged, or non-conforming furniture with the Better Business Bureau, any state attorneys general’s office, Federal Trade Commission, or other government agency; and it is further

6. **ORDERED, ADJUDGED, AND DECREED** that Respondent shall no longer charge consumers a return or restocking cancellation fee for furniture that has not been delivered to consumers within thirty (30) days of Purchase Order or the estimated delivery date at the time of order, or otherwise required by law; and it is further

7. **ORDERED, ADJUDGED, AND DECREED** that Respondent shall provide its Return and Refund Policy Clearly and Conspicuously on its website in its Terms and Conditions prior to payment of the Purchase Order for the furniture; and it is further

8. **ORDERED, ADJUDGED, AND DECREED** that Respondent shall provide its restocking fee policy Clearly and Conspicuously in its Terms and Conditions on its website prior to payment of the purchase order for the furniture; and it is further

9. **ORDERED, ADJUDGED, AND DECREED** that the initial disclosures referenced in paragraphs seven and eight above shall be produced to Petitioner no later than ninety (90) days after the entry of this order; and it is further

#### **PENALTY**

10. **ORDERED, ADJUDGED, AND DECREED** that within thirty (30) days after service upon Respondent of a copy of this Consent Order and Judgment with notice of entry, Respondent shall pay a civil penalty in the sum of seventy-five thousand dollars (\$75,000.00) to the State of New York pursuant to GBL § 350-d by wire transfer, certified check, or bank check mailed to the attention of George B. Forbes, Assistant Attorney General, Office of the New York State Attorney General, Brooklyn Regional Office, 55 Hanson Place, Suite 1080, Brooklyn, NY 11217; and it is further

#### **RESTITUTION**

11. **ORDERED, ADJUDGED, AND DECREED** that with the execution of this Consent Order and Judgment, Respondent shall pay to the OAG the amount of up to three

hundred and fifty thousand dollars (\$350,000.00) for the creation of a restitution fund for Eligible Consumers. Respondent shall deposit the lump sum of three hundred and fifty thousand dollars (\$350,000), which will be held in escrow by counsel for Respondent, subject to all terms and conditions outlined in this Consent Order, in lieu of a signed Confession of Judgment. All payments shall be made to the State of New York by wire transfer, certified check, or bank check and mailed to the attention of George B. Forbes, Assistant Attorney General, Office of the New York State Attorney General, Brooklyn Regional Office, 55 Hanson Place, Suite 1080, Brooklyn, NY 11217.

- a. This first installment of the restitution fund in the sum of one hundred thousand dollars (\$100,000) shall be paid within seven (7) days of the Effective Date of this Consent Order and Judgment. A portion of the first installment of the restitution fund in the amount of seventy-eight thousand eight hundred ten dollars and seventy-one cents (\$78,810.71) shall be distributed to fifty-seven (57) Eligible Consumers listed in the *OAG Restitution List* in the amounts set forth and annexed hereto as Exhibit B1.
- b. Eligible Consumers will include persons who purchased furniture from Respondent and did not receive a delivery date or estimated delivery date at the time of Purchase Order between January 15, 2019, and January 15, 2025, and experienced: 1) delivery delays for more than 30 days or the estimated delivery date; 2) were denied an option to cancel and receive a full refund without cancellation charges, or 3) received defective/nonconforming furniture.
- c. The second installment to the restitution fund shall be paid in the sum of two hundred six thousand one hundred fifteen dollars and thirty-seven cents (\$206,115.37) within thirty (30) days of the Effective Date of this Consent Order and Judgment. This second installment of the restitution fund is to be distributed to the two hundred and thirty-two (232) consumers identified as eligible for restitution awards in the *IStopBedrooms Restitution List* in the amounts set forth and annexed hereto as Exhibit B2.
- d. Respondent shall also provide Petitioner with the contact information (i.e., telephone, mailing address, email address), order date, purchase price paid by

- the consumer for the furniture, and any documentation of any refund previously provided to the Eligible Consumer. Any full refunds, full credit, or full replacement furniture previously awarded to these 232 identified Eligible Consumers through Better Business Bureau complaints have been identified.
- e. A certification by Respondent attesting to the Court that the names set forth in Exhibit B2, that were provided by Respondent, after a good faith search of their business records, represent all known Eligible Consumers within their database who made complaints with Respondent and fall within the categories referenced in subsection 11(b).
  - f. The following restitution calculations will be used for Eligible Consumers awarded restitution funds in the second installment:
    1. Where an Eligible Consumer experienced excessive delivery delays or was informed by Respondent via text messaging or a phone call that their furniture was delayed on backorder, but the consumer did not respond or consent to a revised estimated delivery date, restitution of 50% of the purchase price will be awarded.
    2. Where an Eligible Consumer was informed by Respondent via text messaging or a phone call that their furniture was delayed and the consumer agreed to a revised delivery date, but they continued to experience excessive delivery delays past the revised delivery date, restitution of 33% of the purchase price will be awarded.
    3. Where an Eligible Consumer was denied an option to cancel and receive a full refund due to an excessive delivery delay, received defective or nonconforming furniture, and/or were charged cancellation return fees, restitution for 50% of the purchase price paid will be awarded.
    4. Eligible Consumers affected by more than one category shall receive an additional 10% restitution for each additional category.

- g. The OAG will forward all persons who contact it a Claim Form attached as Exhibit C to complete within a 120-day window of the establishment of the restitution fund.
- h. The 120-day window period for Claim Forms shall commence on the day the penalty and restitution fund set forth in Paragraphs 10 and 11 are paid and the contact information for the Eligible Consumers identified in Exhibit B2 has been disclosed by Respondent.
- i. The OAG in its sole discretion shall distribute restitution awards to persons who fill out a Claim Form and believe they may be eligible for restitution not previously identified in the *OAG Restitution List* or the *IStopBedrooms Restitution List*.
- j. Eligible Consumers shall include the persons identified in Exhibit B1 and B2 and any Eligible Consumers who file a Claim Form with the OAG within one hundred and twenty days (120) of the Effective Date of the Consent Order and Judgment and establishment of the restitution fund.
- k. If at any time the amount of money in the restitution fund is insufficient to award Eligible Consumers, the OAG shall notify Respondent and Respondent shall replenish the restitution fund within ten (10) days of notice, up to the \$350,000 total restitution cap.
- l. If the OAG determines it has received a Claim Form with proof warranting a higher percentage of restitution as established in 11(f), it will transmit the timely Claim Form to Respondent for its review and comment, if any, and any such comments must be received by the OAG within ten (10) business days of Respondent's receipt of the Claim Form.
- m. The OAG shall be the final arbiter of all Claim Forms and, upon expiration of the ten days for considering any objections submitted by Respondent, the OAG shall determine, in its sole discretion, the amount of restitution owed each consumer, if any, and shall notify Respondent of the final determination by email and first-class mail.
- n. Upon application by the OAG showing that Respondent has failed to make any payments required by this Consent Order, the Court shall enter a money

judgment against Respondent in the amount outstanding plus interest at the statutory post-judgment rate of nine (9) percent per annum from the date of violation or nonpayment, and the OAG shall have execution thereof; and it is further

12. **ORDERED, ADJUDGED, AND DECREED** that if the approved restitution claims total more than \$350,000.00, the remaining Eligible Consumers will receive a pro rata share of the remaining restitution fund. The OAG will attempt to reach all known and identified consumers eligible for restitution for one hundred and twenty (120) days from the date that the individual restitution awards are available. If there are any consumers who are still not in contact with the OAG at the end of the 120-day period, the OAG may, at any time, thereafter, forward the full restitution amount for each of these uncontacted consumers to the New York State Comptroller to be recorded as unclaimed funds in the respective consumer's name; and it is further

### **COSTS**

13. **ORDERED, ADJUDGED, AND DECREED** that Respondent shall pay two-thousand dollars (\$2,000.00) to the OAG as statutory costs pursuant to New York Civil Practice Law and Rules 8303(a)(6); and it is further

### **COMPLIANCE**

14. **ORDERED, ADJUDGED, AND DECREED** that Respondent will submit to the OAG no later than ninety (90) days after entry of this Consent Order and Judgment, a sworn statement by an officer of Respondent certifying compliance with the provisions of paragraphs 3, 4, 5, 6, 7, and 8 herein; and it is further

### **REPORTING**

15. **ORDERED, ADJUDGED, AND DECREED** that Respondent shall produce three (3) written reports, in six-month intervals beginning six months after the Effective Date of

the Consent Order and Judgment, reflecting Respondent's compliance with this order. In addition, Respondent shall make a full disclosure and accounting of all complaints received from consumers who purchased Respondent's furniture or merchandise and complained about: advertising, delivery delays, and defective or nonconforming furniture from the date of entry of this Order to the date of the report. Respondent's report shall include information (in the form of a list, chart, spreadsheet, or other easily understandable format) detailing the basis for the complaints received, a copy of the complaint and Respondent's responses; and it is further

### **ENFORCEMENT**

16. **ORDERED, ADJUDGED, AND DECREED** that failure to comply with any provision of this Consent Order and Judgment shall be considered a violation of this Consent Order. The OAG may, upon an application within thirty (30) days' notice, take all steps available including, but not limited to, initiating contempt proceedings to enforce this Consent Order and Judgment and seeking entry of a money judgment for any unpaid amounts; and it is further

### **OTHER PROVISIONS**

17. **ORDERED, ADJUDGED, AND DECREED** that Respondent shall provide the OAG with notice of any change in address within ten (10) business days after such address change; and it is further

18. **ORDERED, ADJUDGED, AND DECREED** that the Parties agree that time is of the essence in the performance of all obligations set forth in this Consent Order; and it is further

19. **ORDERED, ADJUDGED, AND DECREED** that nothing in this Consent Order shall be construed as relieving Respondent of their obligations to comply with all applicable laws, regulations, and rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule; and it is further

20. **ORDERED, ADJUDGED, AND DECREED** that this Consent Order and Judgment between the parties sets forth all the promises, covenants, agreements, conditions, and understandings between the parties, and supersedes all prior agreements, understandings, inducements, or conditions, express or implied. There are no representations, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Order that are not fully expressed herein or in the Stipulation; and it is further

21. **ORDERED, ADJUDGED, AND DECREED** that if any clause, provision, or section of this Consent Order shall, for any reason, be held to be invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other clause, provision, or section of this Consent Order and this Consent Order shall be construed and enforced as if such invalid, illegal, or unenforceable clause, provision, or section had not been contained herein; and it is further

22. **ORDERED, ADJUDGED, AND DECREED** that this Consent Order may not be changed, altered, or modified without further order of the Court; and it is further

23. **ORDERED, ADJUDGED, AND DECREED** that this Consent Order shall be construed in accordance with the laws of the State of New York; and it is further

#### **PRIVATE RIGHT OF ACTION**

24. **ORDERED, ADJUDGED, AND DECREED** that nothing herein shall be construed to deprive any person of any right or remedy to pursue a private action against Respondent; and it is further

#### **CONTINUING JURISDICTION**

25. **ORDERED, ADJUDGED, AND DECREED**, that this Court shall retain jurisdiction over this action for the purpose of carrying out, enforcing, or modifying the terms of

this Consent Order or granting such further relief as the Court deems just, equitable, and proper. Any party to this Consent Order may apply to the Court for such other and further relief as may be necessary to effectuate the terms of this Consent Order, upon seven (7) days' notice; and it is further

**NOTICES AND CHANGE OF ADDRESS**

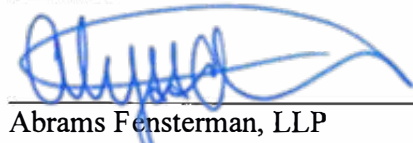
26. **ORDERED, ADJUDGED, AND DECREED** that any notices, statements, or other written documents required by this Consent Order shall be provided by first-class mail and email to the intended recipient at the addresses set forth below, unless a different address is specified in writing by the party changing such address:

**For the Petitioner**



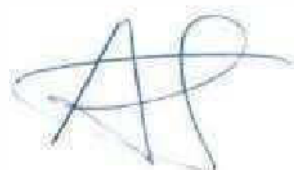
Letitia James  
Attorney General of the State of New York  
Brooklyn Regional Office  
55 Hanson Place, Suite 1080  
Brooklyn, NY 11217  
Tel: (718) 560-2023  
Attention: George Forbes, AAG  
George.Forbes@ag.ny.gov

**For the Respondent**



Abrams Fensterman, LLP  
1 MetroTech Center  
Suite 1701  
Brooklyn, NY 11201  
Tel: (718) 215-7568  
Alyssa A. Friedman, Esq.  
afriedman@abramslaw.com

**SO ORDERED:**



\_\_\_\_\_  
**Hon. Anne Swern, J.S.C.**  
**JUSTICE OF THE SUPREME COURT**

Dated: Brooklyn, New York  
April 9, 2026

# EXHIBIT A

## GBL § 396-m —Delay Notice

**Subject:** 1StopBedrooms Notice of Delay – Action Required

Dear [Customer Name],

We are writing regarding your order [**Order Number**], placed on [**Order Date**], for [**Item Description**].

We are unable to **ship** your order within the originally anticipated timeframe. We apologize for the delay.

### Revised Shipment Information

We now expect your order to **ship on or before** [**Revised Ship Date**] with an expected **delivery date of** [**Delivery Date**].

### Your Options

1. **Cancel your order and receive a full refund**
2. **Authorize shipment by the revised ship date** listed above.

### How to Respond

You may respond by:

- Selecting your decision online at [1StopBedrooms.com/MyAccount](https://1StopBedrooms.com/MyAccount);
- Returning the enclosed response form (if sent by mail); or
- Contacting us at [**email address**] or [**phone number**].

Please notify us of your decision by [**Response Deadline 35 days from the date of this notice**].

If we do not receive a response by the deadline above, your order will be **cancelled** and a **full refund** will be issued.

If you have **already communicated your decision** to us **online, by email, or by telephone**, **no additional response is required**, and we will proceed in accordance with your prior instruction.

Sincerely,  
**[Company Name]**  
**[Address]**  
**[Phone] | [Email]**

# 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 and provide a full refund for 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 1StopBedrooms.

## 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 1StopBedrooms pick up your return from your residence or delivered address.
- ~~2. You refuse delivery for any reason without consent from 1StopBedrooms.~~
- ~~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 1StopBedrooms)~~

**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. For White Glove delivery orders, all items must be inspected for damage or defects at the time of delivery, and should 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. 1StopBedrooms, nor the shipping carrier, will be held liable for any issues not noted accordingly.
6. If your item arrives damaged, defective, missing or incorrect, you must notify us [\[hyperlink to Contacts Page will be here\]](#) within 72 hours of delivery. 1StopBedrooms will work with you to repair or replace the item, based on the nature of the damage or defect, or issue a refund.
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 1Stopbedrooms 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](mailto: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](#).

---

### 1. Shipping Address

John Doane  
100 Main Street  
Lockport, NY 14095  
123-456-7890  
johndoane@gmail.com

[Change](#)

### 2. Delivery Method

#### Shipment 1 of 1



Donato White Twin Platform Be  
Qty: 1

**Get it Mon, Mar 23 - Thu, Mar 26**  
Ground

**FREE**

### 3. Payment

Visa ending in XXX  
Exp XX/XX

[Change](#)

### Order Summary (4)

Item Subtotal (4):	\$3,400.00
Shipping:	\$49.00
Estimated Tax:	\$300.00

<b>Total:</b>	<b>\$3,749.00</b>
Your Savings:	\$400.00

[Place Order](#)

By ordering you agree to our [Privacy Policy](#) and [Terms of Use](#)

Shipment 1 of 1 123456789

Backordered

Ships By  
Oct 22, 2026

Shipping To  
100 Main Street

Delivery Method  
White Glove, Ground Floor or Elevator Building [Edit](#)

**Action Required**



Decorative Shaggy Pillow In Silver 18 x 18  
Qty: 1

Backordered



Bellied Decorative Vase with Polished  
Bronze Finish & Textured Accents  
Qty: 1

In Stock

**Please help us with your order**

The manufacturer has just informed us that the ship date for this shipment has changed. This shipment will ship out on or before: **Oct 22, 2026**. We are sorry for the delay and any inconvenience this caused.

**Select an option below:**

**Wait for it**

Your shipment will ship out on or before **Oct 22, 2026 with expected delivery on or before [DATE]**.

**Cancel only the backordered item**

The backordered item will be cancelled and refunded.

**Cancel all items on this shipment**

This shipment will be cancelled and **fully** refunded.

**Submit**

# EXHIBIT B

# EXHIBIT B1

## *OAG Restitution List Recipients*

	<b>Individual</b>	<b>Restitution</b>
1.	Raphael Arutyunov	\$ 1,043.90
2.	Keith Asmeade	\$ 411.00
3.	Darren Bien (Ciesla)	\$ 1,011.63
4.	Sondra Birch	\$ 1,269.41
5.	Peter Brown	\$ 1,062.42
6.	Del Brown	\$ 391.42
7.	Michele Brown	\$ 757.41
8.	Krysten Castro	\$ 962.10
9.	Sharon Cave	\$ 1,325.73
10.	Laelia Chao	\$ 1,723.18
11.	Jeffrey Cox	\$ 225.00
12.	AnTonya Davis	\$ 1,350.00
13.	Jaclyn Davis	\$ 406.64
14.	Nancy Davis	\$ 25.00
15.	DaLynn Downham	\$ 350.00
16.	Rahsaan Edwards	\$ 1,059.27
17.	Sheryl Eni	\$ 2,015.80
18.	Mode Esperance	\$ 425.37
19.	Anya Falcon	\$ 1,856.69
20.	Sheree Gilyard	\$ 765.27
21.	Jeff Gross	\$ 501.24
22.	Victoria Hamilton	\$ 150.00
23.	Tanyette Hobbs	\$ 1,843.50
24.	Paul Jarvis	\$ 2,358.32
25.	Katherine K. Jenkins	\$ 1,980.00
26.	Norma Johnson	\$ 1,000.00
27.	Alonzo Jones Jr.	\$ 1,009.63
28.	Michelle Kavanaugh	\$ 885.32
29.	Santhosh Kinnera	\$ 722.50
30.	Kenneth Kirkwood	\$ 583.20
31.	Kim Kohlbeck	\$ 1,134.21
32.	Jacklyn Krutz	\$ 465.06
33.	Sanju Malik	\$ 1,575.22
34.	Luigi Marazzi	\$ 1,100.00
35.	Vasyl Marchack	\$ 8,576.24
36.	Karen Marrs	\$ 3,066.24
37.	Virginia McGill	\$ 7,361.09
38.	Susan McPhee	\$ 4,739.55
39.	Michelle Moon	\$ 310.11
40.	Naresh Naik	\$ 1,058.45

# EXHIBIT B1

## *OAG Restitution List Recipients*

	<b>Individual</b>	<b>Restitution</b>
41.	David Natale	\$ 859.60
42.	Kristy Nilson	\$ 1,053.07
43.	Norma Ortiz	\$ 2,637.88
44.	Aaron Pierce	\$ 2,600.00
45.	Ganapathi Prabhu	\$ 154.50
46.	Chad Pryor	\$ 1,445.29
47.	Kelly Roberts	\$ 1,412.73
48.	Juan Ruiz	\$ 917.00
49.	Anthony Russell	\$ 403.93
50.	Traci A. Sarmiento	\$ 1,765.00
51.	Dahlia Seymour	\$ 2,130.50
52.	Carla Shaw	\$ 216.12
53.	Paul Torosian	\$ 828.79
54.	Elida Vazquez	\$ 731.69
55.	Angie White	\$ 1,771.45
56.	Emily Woods	\$ 959.16
57.	Jim Young	\$ 66.93
	<b>Total:</b>	<b>\$78,810.71</b>

# EXHIBIT B2

*StopBedrooms Restitution List*

Individual	Restitution
1.	Asha Ahearn \$558.50
2.	Glenn Anderson \$413.00
3.	Latoya Anderson \$767.00
4.	Denise Arenth \$1,086.69
5.	Heather Arguijo \$1,281.53
6.	Barry Ashley \$1,632.50
7.	Jessica Baker \$712.00
8.	Stephanie Baker \$297.99
9.	Tammy Barker \$2,756.00
10.	Kelly Barnes \$150.50
11.	Sarah Becker \$806.00
12.	Debra Bever-Gorski \$564.96
13.	Giancarlo Bellofatto \$1,222.57
14.	Dan Berberette \$245.50
15.	Robert Black \$695.25
16.	Tsehai Blake \$1,280.00
17.	Alicia Blanton \$718.36
18.	Christine Bogenrieder \$1,025.31
19.	Jonathan Bond \$1,693.23
20.	Brandi Booher \$1,402.28
21.	Lynn Bordner \$374.50
22.	Beth Boyd \$779.79
23.	Tanya Bracey Rowlett \$516.00
24.	Christine Bresler \$639.87
25.	Matt Bucci \$1,668.50
26.	Melisa Burch \$915.00
27.	Cathy-Ann Carby \$137.50
28.	Nicole Carleton \$392.70
29.	Steve Carlile \$775.17
30.	Bobbi Carver \$1,629.49
31.	William Casey \$990.50
32.	Teresa Castro \$628.50
33.	Justine Certo \$714.12
34.	Vimal Chaitanya \$704.50
35.	Melanie Chow \$745.80
36.	Jennifer Colbert \$534.50
37.	Sandrell Collier \$423.00
38.	Holly Colombo \$938.50

# EXHIBIT B2

*StopBedrooms Restitution List*

Individual	Restitution	
39.	Christopher Conner	\$1,041.00
40.	Courtney Connor	\$474.50
41.	Earlean Conroe	\$501.93
42.	Clint Cross	\$264.66
43.	Chris Cugini	\$1,011.50
44.	Sara Czarnowski	\$467.00
45.	Aimee Darnell	\$1,668.81
46.	Rosalind Dawson	\$2,054.00
47.	Timothy Dettman	\$1,748.50
48.	Pedro Diaz	\$1,738.37
49.	Richele Dobrean	\$545.05
50.	Carol Dodson	\$173.91
51.	Gina Donofrio	\$300.63
52.	Tracy Dowd	\$448.74
53.	Cristin Doyle	\$409.20
54.	Rachel Duncan	\$214.06
55.	Stacy Dunham	\$277.86
56.	Rey Duran	\$807.00
57.	Missy Durben	\$981.42
58.	Michelle Durichko	\$340.56
59.	Edward Dye	\$488.50
60.	Kaitlyn Easton	\$121.74
61.	Treyce Epps	\$825.00
62.	Todd Espelien	\$2,153.50
63.	Angela Exford	\$314.16
64.	Sharon Ford	\$1,012.77
65.	Vanessa Fuller	\$471.55
66.	Valeria Garcia	\$273.90
67.	Jasmine Garrett	\$1,536.00
68.	Hailey M George	\$1,173.50
69.	Samuel Giannini	\$369.00
70.	Stuart A Gibbs	\$368.00
71.	Marcy Gieringer	\$1,215.50
72.	Deneen Glowniak	\$890.01
73.	Hadley Gordon	\$324.60
74.	Britney Gradall	\$449.50
75.	Herbert Gray	\$309.87
76.	Derrick Graybill	\$449.13

# EXHIBIT B2

*StopBedrooms Restitution List*

77.	Naisha Green	\$542.50
78.	Nicole Grieco	\$442.86
79.	Shiloh Hafez	\$1,054.68
80.	Betty Hall	\$720.00
81.	Tracie Hamrick	\$1,466.50
82.	Robert Hanger	\$78.13
83.	Stacey Hargrove	\$555.00
84.	Dexter Harris	\$678.80
85.	Lakesha Harris	\$571.56
86.	Sylaine Harris-Agodi	\$360.69
87.	Jennifer Harvey	\$1,355.85
88.	Muniba Hasnain	\$1,110.50
89.	Douglas Hemphill	\$1,417.02
90.	Dena Hess	\$411.29
91.	Brenna Hilke	\$1,089.50
92.	Nekima Hill	\$701.50
93.	David Hine	\$2,352.00
94.	Dana Hockenbury	\$536.58
95.	Jennifer Howard	\$137.00
96.	Susanne Huxsahl	\$462.00
97.	David Imhoff	\$779.00
98.	Juanita Irvin	\$215.00
99.	Douglas Ives	\$530.64
100.	Lorena Javier	\$559.02
101.	Christopher Johnson	\$554.50
102.	Artisa Johnson	\$425.14
103.	Anthony Jones	\$930.50
104.	Andrew Joran	\$503.00
105.	Kristina Kalnus	\$699.60
106.	Alexis Katzmarek	\$711.40
107.	Katlyn Kelley	\$216.50
108.	Kerry Kelley	\$969.50
109.	Kris Killinger	\$755.70
110.	Vicki King	\$445.50
111.	Sean Kirk	\$862.17
112.	Mlanawin Knuckles	\$687.00
113.	Christian Kuntz	\$1,019.70
114.	Ben Kurland	\$388.50
	<b>Individual</b>	<b>Restitution</b>

# EXHIBIT B2

*StopBedrooms Restitution List*

Individual	Restitution
115.	Vanessa Landa \$832.00
116.	Benjamin Landowski \$560.50
117.	Tanya Laute \$1,262.50
118.	Jeanette Lavecchia \$339.57
119.	Lana Lenser \$394.35
120.	Kristine Levandowski \$527.34
121.	Jose Lizardo \$455.73
122.	Dwayne Logan \$2,281.51
123.	Kyla Lucas \$763.50
124.	Katherine Luczak \$416.79
125.	Bogdan Lysenko \$702.54
126.	Jacqueline Mack \$1,649.00
127.	Tracy Madison \$1,255.83
128.	Lisette Maldonado \$316.38
129.	Yadira Maldonado \$170.76
130.	Gage Manfre \$723.50
131.	Luigi Marazzi \$504.50
132.	Diane Martinez \$886.00
133.	Elizabeth Martinez \$224.27
134.	Angela McAadoo \$1,216.91
135.	Sarah McDonald \$824.34
136.	Lori McGiver \$367.29
137.	Susan McGovern \$406.50
138.	Jana McGrath \$521.40
139.	Debra McLean \$4,045.79
140.	Kourtnei McNeil \$418.00
141.	Wendy McQueen \$310.86
142.	Alexander Messina \$663.00
143.	Michael Messina \$403.50
144.	Bethany Miller \$1,033.95
145.	Marc Milstein \$1,049.62
146.	Holly Milteer \$1,320.66
147.	Karlee Moe \$1,474.13
148.	Lisa Mulkin \$1,740.75
149.	Anthony Mwaniki \$1,440.42
150.	Brandy Myers \$1,728.50
151.	Margaret Newland \$762.30
152.	Michelle Nortj \$590.00

# EXHIBIT B2

*StopBedrooms Restitution List*

Individual	Restitution
153. Kimberly Oliver	\$1,152.50
154. Kim Olson	\$722.37
155. David Ortega	\$807.51
156. Ingrid Osses	\$127.48
157. Briana Owens	\$953.50
158. Yogesh Paliwal	\$995.94
159. Victoria Patterson	\$250.47
160. Adrienne Peters	\$544.50
161. Peter Petrakos	\$699.50
162. Katey Picuccio	\$3,176.00
163. Kristina Pierce-Wiggins	\$377.50
164. Makenson Pierre	\$832.00
165. Chase Prescott	\$217.56
166. Kymberly Quiroz	\$1,965.50
167. Frank Raiti	\$877.55
168. Jennifer Ramsay	\$419.76
169. Shannon Ransom	\$322.41
170. Francesca Ray	\$1,556.00
171. Ashley Reece	\$585.00
172. Jessica/Alex Reynolds	\$787.50
173. Dawn Reynolds	\$103.95
174. Clint Rhoads	\$341.88
175. Jennifer Richardson	\$1,165.48
176. Elizabeth Ricketl	\$482.00
177. Henry Rivera	\$195.19
178. Kathleen Roberts	\$783.09
179. Jeanette Rodriguez	\$2,324.00
180. Justin Roeglin	\$1,816.50
181. Paul Roland	\$547.81
182. Jessica Ruppe	\$448.00
183. Reza Sabzehgar	\$3,297.74
184. Razieh Sadat Shamsedin Tekieh	\$785.50
185. Marlene Saile	\$360.03
186. Dianne Saison	\$1,018.27
187. Greg Sarver	\$162.36
188. Marjorie Schaefer	\$1,253.67
189. Matthew Scheller	\$1,371.15
190. Samantha Schlussel	\$1,540.00

# EXHIBIT B2

*StopBedrooms Restitution List*

191.	Maria Sedita	\$1,974.00
192.	Billie Shuckhart	\$1,084.00
193.	Saleha Siddique	\$1,441.44
194.	Kenyata Smith	\$2,268.50
195.	Romaine Smith	\$637.00
196.	Linda St Clair	\$472.00
197.	Jennifer Stesiak	\$1,267.20
198.	Nicholas Stevens	\$733.92
199.	Ceddranique Stewart	\$951.50
200.	Pedro Stiasni	\$2,094.00
201.	Heather Sundell	\$1,217.50
202.	Jenna Sweeney	\$1,474.40
203.	Winston Symonds	\$935.55
204.	Michelle Taormina	\$5,446.65
205.	Mandy Tasa	\$570.50
206.	Gloria Taylor	\$1,915.98
207.	Abby Tessmer	\$814.20
208.	Sandra Tevis	\$898.26
209.	Laurin Tew	\$411.75
210.	Rochelle Thompson	\$522.39
211.	Susan Thompson	\$154.00
212.	Jason Tillison	\$834.57
213.	Mark Tomaseili	\$1,085.40
214.	Rudy Torres	\$867.57
215.	Chuong Trinh	\$1,128.00
216.	Kelley Trujillo	\$740.65
217.	Lori Turner	\$833.00
218.	Ashley Valencia	\$905.00
219.	Rachel Virgin	\$1,572.50
220.	Patrick Wadlow	\$1,164.50
221.	Julie Wagner	\$1,166.50
222.	Shadesha Walters	\$1,875.00
223.	Ellen Waring	\$622.50
224.	Erin Webb	\$676.83
225.	Judy Weston	\$219.45
226.	Nadine Williams	\$940.00
227.	Terry Williams	\$405.24
228.	Boe Wood	\$135.83
Individual	Restitution	

# EXHIBIT B2

*1StopBedrooms Restitution List*

	<b>Individual</b>	<b>Restitution</b>
229.	Justin Yerina	\$1,911.50
230.	Edward Zanolli	\$201.30
231.	Alamiromar Zeinelabdin	\$2,963.50
232.	Betty Zentner	\$302.03
	<b>Total:</b>	<b>\$206,115.37</b>



**Office of the New York State  
Attorney General**

**Letitia James  
Attorney General**

March \_\_, 2026

**VIA REGULAR MAIL**

[consumer address]

[Address]

**RE: Office of the New York State Attorney General v. Payless Furniture, Inc.,  
Kings Co. Index No. 501526/2025**

Dear Ms./Mr. Xxxxx,

As you are aware, the Office of the New York State Attorney General (OAG) commenced a lawsuit in January 2025 against Payless Furniture, Inc. more commonly known as 1StopBedrooms. We have now entered a Consent Order and Judgment with 1StopBedrooms resolving this matter.

Based on the consumer complaint you previously filed with our office, 1StopBedrooms or the Better Business Bureau, it has been determined that you are due to receive a refund. Enclosed please find a check representing the amount of restitution you are eligible to receive.

On behalf of the New York State Attorney General Letitia James, our office is glad to have assisted you. If you have any questions, you can call the OAG's Brooklyn Regional Office at (718) 560-2040 or email us at [Brookly.Office@ag.ny.gov](mailto:Brookly.Office@ag.ny.gov).

Very truly yours,

George B. Forbes  
Assistant Attorney General  
Brooklyn Regional Office

Enclosure (1)

- Restitution check

# EXHIBIT C



**Office of the New York State  
Attorney General**

**Letitia James  
Attorney General**

Claim Form	
<b>Full Name</b>	
<b>Current Mailing Address</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

Claim Details	
During <u>January 15 2019, through January 15, 2025</u> , did you purchase furniture from 1StopBedrooms?	<input type="radio"/> Yes <input type="radio"/> No
Date of order? Cost? Method of payment?	<input type="radio"/> Date: _____ <input type="radio"/> Cost: _____ <input type="radio"/> Cash/Credit Card:
Did you receive an estimated delivery date at time of purchase?	<input type="radio"/> Yes (If yes, what was the date? _____) <input type="radio"/> No, I only received a shipping date. (If no, what was the date? _____)
Was furniture delivered within 30 days of order date?	<input type="radio"/> Yes <input type="radio"/> No (If no, what was the date of delivery? _____)
Were you notified about a delivery delay within 30 days of order via first-class mail?	<input type="radio"/> Yes (If yes, how were you notified and what was the date of this delayed delivery notification? _____) <input type="radio"/> No
After notice of delivery delay, were you given an option to choose a full refund?	<input type="radio"/> Yes <input type="radio"/> No
After delivery delay, did you agree to a new delivery date?	<input type="radio"/> Yes (If yes, what was the revised delivery date? _____) <input type="radio"/> No
Did you receive defective furniture?	<input type="radio"/> Yes <input type="radio"/> No

**Claim Details**

Were you charged return or cancellation fees?	<input type="radio"/> Yes (If yes, how much were the return or cancellation fees? _____) <input type="radio"/> No
Did you file a complaint?	<input type="radio"/> Yes (If yes, was complaint filed with 1Stopbedrooms, the Office of the New York State Attorney General, or another agency? _____) <input type="radio"/> No
Complaint number? Dates and nature of response(s); resolution	<input type="radio"/> Complaint #: _____ <input type="radio"/> _____

Please attach *photocopies* of any receipts, contracts, correspondence (including email, screenshots of text messages, etc.), or other supporting documentation to this form. **DO NOT SEND ORIGINALS** with this claim form. Return the completed claim form to:

**Office of the New York State Attorney General Letitia James**  
**Brooklyn Regional Office**  
**55 Hanson Place, Suite 1080**  
**Brooklyn, NY 11217-1523**  
**(718) 560-2040 / Fax: (718) 687-1430**  
 or via email to:  
**Brooklyn.Office@ag.ny.gov no later than \_\_\_\_\_, 2026.**

**Helpline: (800) 771-7755**  
**<http://www.ag.ny.gov>**

Please also answer the following questions:

Did you receive any refund due to delivery delays or defective furniture, and if so how much of a refund did you receive? \_\_\_\_\_

Did you dispose of any defective furniture? If so, how was the furniture disposed of and how much did you spend for disposal? \_\_\_\_\_

**Certification/Affirmation:**

I certify/affirm that on this \_\_\_\_ day of \_\_\_\_\_, under penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the forgoing above is true and accurate to the best of my knowledge and that any documents attached are true and accurate copies of the originals.

**Name (Print):** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_