

THE CITY OF NEW YORK
OFFICE OF ADMINISTRATIVE TRIALS & HEARINGS, TRIALS DIVISION

**NYC DEPARTMENT OF CONSUMER AND
WORKER PROTECTION,**

Petitioner,

-against-

NATIONAL FLOORS DIRECT, INC.,

Respondent.

PETITION

OATH Index No. _____

The New York City Department of Consumer and Worker Protection (“DCWP” or the “Department”) brings this action against Respondent, National Floors Direct, Inc. (“NFD” or “Respondent”), and alleges as follows:

INTRODUCTION

1. NFD, a home improvement contractor (“HIC”), is a largescale provider of flooring products and related services that operates across the northeastern United States. NFD does substantial business in New York City, and frequently advertises its products and services across television stations, the internet, and other media.

2. Over the past several years, the Department became aware of NFD’s prevalence in the five boroughs because NFD’s treatment of New York City consumers prompted a litany of complaints to DCWP and other entities. Indeed, NFD appears in the top five HICs consumers complained about to DCWP in 2019, 2020, 2022, 2023, and thus far in 2024. In response to these complaints, DCWP initiated an investigation into NFD’s business practices, and found that

NFD consistently violates the laws and rules of the City of New York governing HICs, including the Consumer Protection Law (“CPL”).

3. To attract customers, NFD regularly misleads consumers about the speed and quality of its available products and services. And when consumers attempt to assert their legal right to cancel a recently signed contract, NFD frustrates their efforts to do so. Consumers are left with shoddy work and floors that took longer to install than originally promised, and that often require replacement shortly after installation. Throughout this stressful and exploitative process, NFD insists that its work meets industry standards and refuses to assist consumers. These practices have led to a high degree of consumer dissatisfaction, as evidenced by the number of complaints received by DCWP, as well as NFD’s approximate rating of 1.6 stars on the consumer review website Yelp.¹

4. In addition to misleading consumers and performing substandard work, NFD routinely violates legal requirements governing the content of advertisements in New York City. NFD’s advertisements promise consumers enticing terms that are later qualified by fine print in a manner inconsistent with New York City’s laws and rules. NFD aired commercials for its services on New York City television stations and on social media which also failed to meet basic requirements—such as displaying its HIC license number issued by DCWP.

5. The Department finds that NFD’s deceptive practices violate New York City Administrative Code (“NYC Code”) §§ 20-393(2), 20-393(11) and Title 6 of the Rules of the City of New York (the “Rules” or “RCNY”) §§ 5-06(b), 5-09(a), 2-221(h), 2-222(a), and 2-222(k). By this proceeding, DCWP seeks civil penalties, restitution to harmed consumers, the

¹ <https://www.yelp.com/brands/national-floors-direct>.

revocation or suspension of NFD's license, and such other relief as authorized by section 2203(h) of Chapter 64 of the New York City Charter ("Charter"), the NYC Code, and the Rules.

PARTIES

6. DCWP is a mayoral agency of the City of New York responsible for protecting and enhancing the daily economic lives of New Yorkers to create thriving communities. DCWP is charged with the protection and relief of the public from deceptive, unfair, and unconscionable practices, and for the maintenance of standards of integrity, honesty, and fair dealing among persons engaging in business activities requiring a license issued by the Department. Charter section 2203(h) and Chapter 20 of the NYC Code authorize DCWP to enforce the laws and rules governing HICs.

7. NFD is a corporation licensed to conduct business as an HIC in New York City with addresses of 100 Messina Drive, Unit H, Braintree, MA 02184 and P.O. Box 5776, Queens, NY 11105. NFD is currently licensed by DCWP under license number 1461664-DCA.

STATEMENT OF FACTS

I. NFD Makes Substantial Misrepresentations and False Promises to Secure Consumer Business in New York City

8. NFD routinely misrepresents its services to entice consumers to contract with it. Specifically, NFD overpromises how quickly it can begin work, and understates the extent of the work needed to complete the contract. In fact, NFD has previously been accused of using deceptive and unfair business practices to consumers' detriment. In 2019, the Federal Trade Commission ("FTC") issued a Consent Order² based on its investigative finding that NFD violated the Consumer Review Fairness Act of 2016 by including unlawful non-disparagement clauses in its form contracts. The Consent Order resolved the violations because NFD agreed to

² See <https://www.ftc.gov/legal-library/browse/cases-proceedings/182-3085-national-floors-direct-inc-matter>.

cease its practice of using contractual language that barred its customers from posting negative reviews online. Unfortunately, it seems the company may have simply swapped this deceptive business practice for others, continuing to take advantage of, and harm, consumers.

a. NFD Overpromises How Quickly It Can Begin Work

9. In its advertisements and across its websites, NFD promises rapid installation to secure consumer business, only to then unreasonably delay its performance—sometimes rescheduling installation appointments as many as 10 times. NFD’s website prominently features a “Free Next Day Flooring Installation” page which, along with other advertising, promises next day installation of its products.³ When a contract is executed, NFD promises similarly near-immediate installation dates to secure consumer business. Subsequently, NFD often fails to arrive for these scheduled appointments, and then provides consumers with a series of implausible excuses for its consistent pattern of delays. To worsen matters, NFD even urges consumers to select “emergency installation” to guarantee rapid service, only to delay installation regardless of the “emergency” status—while waiving the cancellation rights of these consumers, so when they are faced with the inevitable delay, they have no recourse.

10. Consumers are regularly frustrated, suffer financial harm, and ultimately end up without the service they sought or are forced to spend more money than anticipated. The fact that NFD refuses to refund deposits further harms consumers when NFD fails to perform its contractual duties. Some specific examples of how this conduct and NFD’s false promises as to timing has impacted consumers include:

- a. After consumer Pauline Stewart contracted with NFD in 2020, it delayed performance several times, once claiming an accident caused its inability to arrive, and, on a later occasion, arriving with damaged equipment. Because of the delays, the consumer ultimately used another company to perform the work, and NFD refused to return the consumer’s deposit of \$1,600.

³ <https://www.nationalfloorsdirect.com/free-next-day-installation>

- b. NFD delayed installation appointments five times with consumer Forrest Williams in 2020, providing the excuse that there were stock issues. When Williams attempted to cancel the contract and requested a refund due to the extreme delay, NFD refused.
- c. In 2021, NFD rescheduled several installation appointments with consumer Sheila Whitaker, providing excuses ranging from an emergency to a truck breaking down, and then did not return to finish its work on a staircase and carpet area for the consumer.
- d. NFD missed two appointments with consumer Alyssa Picchini Schaffer before performing a rushed and incomplete installation in 2023.
- e. NFD not only missed several installation appointments with consumer Rosalie Macaluso, but cancelled several as well, once claiming difficulty parking, before performing an incomplete and flawed installation that damaged the consumer's home.
- f. After consumer Rhonda Pitts contracted with NFD just this past year, in 2024, NFD did not perform the agreed-upon installation, and has refused to refund the \$2,000 it collected from the consumer.

11. As evidenced by these unhappy consumers' complaints, after enticing consumers to accept its bids by promising rapid installation, NFD regularly fails to provide services on agreed-upon dates. The regularity and frequency of this conduct suggests that NFD intentionally deceives consumers to generate more business by misrepresenting the speed at which its services will be provided. NFD causes further harm to consumers by refusing to return their deposits after it fails to timely perform its contractual duties.

b. NFD Understates the Work Needed to Perform Its Contracts

12. In addition to delaying installation, NFD often misrepresents the full extent of work that is required to complete the consumer's desired project. NFD salespersons misrepresent the necessity of preliminary steps, such as subfloor removal, required to complete an installation. When soliciting contracts with consumers, NFD's salespersons frequently assure consumers that no additional work will be required to install the new floors. However, once the

contract is signed and NFD's contractors arrive for installation, they state that additional work is required for them to be able to install the floors—both delaying the process and adding additional costs for the consumer.

13. After informing the consumers of the required add-ons, NFD then mandates that consumers pay an additional sum of money beyond what was previously agreed upon to receive what they already purchased. Sometimes, the consumers object to this bait-and-switch and demand a refund of their deposit. But NFD increases the pressure on those consumers by refusing to refund the deposit or to do the agreed-upon work unless the consumers agree to the additional charges, leaving the consumers in the terrible position of losing the money they already paid NFD. Some of the consumers whom NFD has placed in these unenviable situations include:

- a. Consumer Danny Vega, to whom an NFD salesperson promised that NFD could lay a new floor over the existing floor to induce Vega to contract with it, but when the installer arrived, he said he could not install the new floor without first ripping out the old floor at an additional cost;
- b. Consumer Nora De Rosa, who was required by NFD to pay an additional \$900 for “leveling” when she had her floor installed;
- c. Consumer Jalil Torres, to whom an NFD salesperson represented that an uneven subfloor would not prevent a successful floor installation, only to sign the contract, and then have the installer inform him it was his responsibility to fix the subfloor prior to the installation. When Torres refused to take on this new undisclosed obligation, NFD refused to refund Torres's initial cash deposit;
- d. Consumer Trina Caver, with whom NFD contracted for a floor installation without providing any flags at the time of contract but was then told by the NFD installers that she must pay an additional \$900 for the floor to be leveled.

14. As with NFD's other misleading business practices, a consistent pattern of deception emerges in its regular failure to disclose additional costs to consumers at the time of contract; NFD systemically makes unrealistic promises to consumers with respect to the ease

with which its products can be installed, and the extent of preliminary work necessary for the job to be done. In each case, NFD's misrepresentations help it to secure the consumer's business before the consumer is left disappointed by delays or is forced to pay more than agreed.

II. NFD Fails to Perform Work in a Skillful and Competent Manner

15. Even when consumers are not deceived into utilizing NFD's services, NFD's conduct still violates the law because it often fails to perform its work in a skillful and competent manner, leaving behind damage and improperly installed products that consumers must fix at their own expense. In many instances, after performing substandard work, NFD exacerbates the harm to consumers by refusing to remedy the situation and forcing consumers to spend large sums of money to repair the damage done to their homes. Below are some concerning examples of NFD's failure to perform HIC work in a skillful and competent manner:

- a. NFD installed a carpet for consumer Alyssa Picchini Schaffer that needed to be replaced again shortly after installation because the binding almost immediately began to unravel. Unable to afford another company, the consumer attempted to sew the carpet by hand as a temporary solution.
- b. NFD installed floors for consumer Cheryldine Rodriguez that lacked a protective layer, which NFD had agreed to install. The installers instead placed the new floor directly over the old floor, leading to air bubbles and gaps appearing in the floor over the following months.
- c. Consumer Linda Parrish had NFD install vinyl floor planks that began to separate shortly after installation. NFD has refused to correct the problem.
- d. Consumer Rachel Shore's floor, which was installed by NFD, needed to be replaced after just six months because portions were peeling off, missing covering, and were of uneven height. NFD has refused to provide a refund.

16. In each case, NFD did not perform its work in a skillful and competent manner. In many cases, consumers had to engage outside companies to fix the damage caused by NFD or choose to be left with damaged floors that they lack the means to repair. Even when the unskilled work was not immediately apparent, the subsequent short lifespan of the floors

installed by NFD suggests consistently questionable level of skill and competency at the time of installation.

III. NFD Fails to Adequately Disclose Conditions or Limitations on its Offers for Free Services

17. A review of NFD’s website (<https://www.nationalfloorsdirect.com>) revealed that NFD advertised several offers of “free” services without disclosing the conditions it places on those offers, as is required by law. Specifically,

- a. The website page offering “The Guaranteed Lowest Price or It’s Free”⁴ did not display limitations in sufficient proximity to that offer. Furthermore, these promises were made on the website without any indication of whether labor, material, repair, or replacement is included by this statement, and the only limitations disclosed at all could only be found in a small font at the very bottom of the page.
- b. The website page offering “Free Next Day Flooring Installation”⁵ likewise did not contain sufficient limitations in proximity to the offer. Furthermore, this free next-day installation promise is then directly contradicted by the “Order Terms & Conditions” agreement NFD provides to the consumer at the time of purchase (but not easily accessible from the webpage), which outlines limitations on the free next-day installation offer, including conditions under which NFD may delay installation, nullifying the “next day” claim.
- c. NFD’s main home page, and the page offering “Free Flooring Services,”⁶ both offered free furniture moving without disclosing any conditions or limitations in proximity to that offer. This free furniture moving language was then directly contradicted by a “Furniture & Appliance & Plumbing Terms & Conditions” agreement NFD provides to the consumer at the time of purchase—but again, not accessible from the webpages. This document—which, again, is only provided to the consumer at the time they transact with NFD—outlines multiple limitations on the free furniture moving offer, including circumstances under which furniture will not be moved by NFD at all, and imposes several conditions under which the consumer would in fact be required to pay additional fees for furniture moving.

⁴ <https://www.nationalfloorsdirect.com/low-price-guarantee-save-15-or-its-free> (from July 7, 2023 to July 2, 2024). See Ex. A (captured on July 1, 2024).

⁵ <https://www.nationalfloorsdirect.com/free-next-day-installation> (from July 7, 2023 to July 2, 2024). See Ex. B (captured on July 1, 2024).

⁶ <https://www.nationalfloorsdirect.com/free-services> (from August 17, 2023 to July 5, 2024). See Ex. C (captured on July 3, 2024).

- d. NFD's main home page⁷ also offered "free standard stair work," which is again offered on the "Free Flooring Services" webpage. This offer of free work on stairs appeared to apply to all carpet installation on stairs, without any limitations or conditions on the offer on either page. Notably, NFD does not define what constitutes "free standard stair work" anywhere, and eventually presents consumers with contracts specifying additional and less favorable terms, such as its Carpet Runner & Binding Customization Terms & Conditions document.

18. As with its other problematic conduct, NFD entices consumers with appealing promises of free services while failing to disclose the limitations, terms and conditions that often substantially modify the otherwise tempting offer. In doing so, NFD misleads consumers about the actual cost of its products and services. Consumers are directly harmed by these misleading advertisements by believing they are contracting for a specific free service, only to be charged for it after the fact.

19. NFD consistently obscures conditions and limitations on its offers for free services, if it discloses such conditions and limitations at all. This conduct is in direct violation of the Rules and misleads consumers about the true value of the deals being offered to them. As a result, consumers are misled into purchasing products and services that are less likely to meet their needs and which end up costing more, resulting in consumers being charged additional amounts when they believed that they were receiving a service for free.

IV. NFD Fails to Adequately Disclose Additional Installation Charges in its Advertisements

20. Continuing in its pattern of enticing consumers to contract with it only to pull a bait and switch on the service requirements and costs, on its "Current Offers" website page⁸, NFD advertised "60% OFF ON THE SPOT INCLUDING FULL INSTALLATION" without

⁷ <https://www.nationalfloorsdirect.com/> (from July 7, 2023 to July 5, 2024). See Ex. D (captured on July 3, 2024).

⁸ <https://www.nationalfloorsdirect.com/current-offers> (from July 7, 2023 to July 12, 2024). See Ex. E (captured on July 11, 2024).

disclosing any limitations in proximity to the offer. The same web page then listed several limitations in a small font at the very bottom of the page.

21. NFD failed to clearly and conspicuously state that removal and disposal of existing flooring and floor preparation often carry an additional cost. This practice misled consumers into believing that installation was included in the original contract price or quote, before NFD then informed them that they require more than “basic installation” and, therefore, additional fees must be paid.

V. NFD Prevents Consumers from Cancelling Their Contracts Within the Permitted Three-Day Cancellation Period

22. NFD’s unlawful conduct extends beyond its myriad ways of enticing customers in with too-good-to-be-true promises only to then change the terms; NFD also interferes with consumers’ right to cancel contracts within the lawful three-day period: Consumers who attempt to cancel their contracts with NFD within the legally mandated three-day cancellation period often find themselves being provided with endless excuses and unable to cancel their contract, or NFD provides those consumers with incorrect information as to their cancellation rights under the law.

23. At least two consumers who complained to the Department reported having been prevented from cancelling their contracts with NFD during the permitted three-day window. NFD improperly prevented one consumer from communicating her notice of cancellation and simply refused to honor another’s notice. Specifically,

- a) NFD ignored consumer Pauline Stewart’s efforts to contact the business via phone to express Stewart’s desire to cancel the contract; instead, NFD failed to answer or return the calls during the three-day cancellation period. Stewart made \$1,600 in payments under her NFD contract and was unable to get a refund.

- b) NFD falsely informed consumer Ruth Charles that Charles had only 24 hours within which to cancel when she attempted to cancel the contract via phone during the second day of the three-day period. Charles had made a \$5000 deposit and was unable to obtain a refund.

24. By engaging in these practices, NFD deprived these consumers of their lawful right to cancel their contracts within a three-day period. In doing so, NFD unjustly pocketed money that the consumers had every right to get refunded. This conduct again demonstrates that NFD regularly flouts the law to make a profit.

VI. NFD Has Failed to Include Its License Number in Its Advertisements

25. NFD advertises on New York City television stations so frequently that consumers may see a commercial for NFD's services multiple times during one program or sporting event. In addition to airing in the five boroughs, most of these television advertisements also appear on NFD's website and are posted to social media sites such as YouTube that are readily accessible by the New York City public.

26. Troublingly, NFD has not consistently included its New York City HIC license number in the advertisements it broadcasts in New York City, as is required by the Rules. Indeed, NFD's HIC license number issued by DCWP did not appear anywhere on its website.

27. By failing to include its license number in its advertisements, NFD frustrates the intent of the licensing scheme—which is to ensure that consumers know who the appropriate regulatory agency is for reporting concerns or problems with a business or service.

VIOLATIONS

COUNT ONE

Engaging in substantial misrepresentations or false promises in the solicitation or procurement of a home improvement contract in violation of NYC Code § 20-393(2)
At least 10 counts

28. NYC Code § 20-393(2) prohibits “[m]aking any substantial misrepresentation in the solicitation or procurement of a home improvement contract, or making any false promise of character likely to influence, persuade or induce” when dealing with consumers.

29. Respondent violated NYC Code § 20-393(2) by (i) promising rapid installation to entice consumers to contract with it, and then excessively delaying its performance beyond agreed-upon dates, (ii) encouraging consumers to request emergency installation in order to receive immediate installation, which requires the consumer waive their right to cancel, before then delaying installation anyway, and (iii) frequently misrepresenting to consumers the full extent of the work required to complete the desired services in order to entice a consumer to sign a contract, only to then require consumers to pay an additional sum of money, beyond what was agreed, to receive what the consumer had already purchased.

30. Respondent violated NYC Code § 20-393(2) at least ten times. On this count, Petitioner seeks civil penalties of \$750 per violation. See 6 RCNY § 6-29.

COUNT TWO

Failing to perform work in a skillful and competent manner in violation of NYC Code § 20-393(11)
At least four counts

31. NYC Code § 20-393(11) prohibits “[f]ailing to perform work under a home improvement contract in a skillful and competent manner.”

32. Respondent violated NYC Code § 20-393(11) at least four times by failing to perform its work in a skillful and competent manner and, in so doing, leaving behind damage and

improperly installed products for consumers to have to fix and/or pay an additional amount to have fixed.

33. On this count, Petitioner seeks civil penalties of \$750 per violation. See 6 RCNY § 6-29.

COUNT THREE

Failing to disclose conditions on offers for free services and consumer goods in violation of 6 RCNY § 5-06(b)

At least 2,096 counts

34. 6 RCNY § 5-06(b) requires that a “seller who imposes a condition on a free offer must describe the condition clearly and conspicuously. The description of every condition on a free offer must be placed near the word ‘free.’ An asterisk or other symbol near the word ‘free,’ which refers the customer to a footnote containing conditions, does not satisfy this section. This condition must be in print at least half as large as the print used for the word ‘free.’”

35. DCWP promulgated 6 RCNY § 5-06(b) under its CPL rulemaking powers to “defin[e] specific deceptive and unconscionable trade practices.” NYC Code § 20-702.

36. The CPL’s penalty provisions apply to violations of rules DCWP promulgates under the CPL. NYC Code § 20-703(a).

37. “Each individual statement, description or other representation or omission that constitutes a deceptive trade practice shall give rise to a distinct and independent violation.” NYC Code § 20-703(b).

38. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

39. Respondent violated 6 RCNY § 5-06(b) at least 2,096 times by including several offers of “free” services and consumer goods in its advertisements without disclosing the conditions it places on those offers. By failing to list any limitations or conditions on the offers for free services or goods, NFD misled and deceived consumers into believing goods and services are free when they were not. NFD violated this rule on its:

- a. Guaranteed Lowest Price or Free page – from at least July 7, 2023 to July 2, 2024 (361 days);
- b. Free Next-Day page – from at least July 7, 2023 to July 2, 2024 (361 days);
- c. Home website – from at least July 7, 2023 to July 5, 2024 (364 days and 728 violations); and
- d. Free Flooring Services page – from at least August 17, 2023 to July 5, 2024 (323 days and 646 violations).

40. On this count, Petitioner seeks civil penalties of \$525 per violation.

COUNT FOUR

*Failing to disclose limitations on installation offers in violation of 6 RCNY § 5-09(a)
At least 371 counts*

41. 6 RCNY § 5-09(a) specifies that “[s]ellers offering consumer goods or services in print advertising and promotional literature must disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications or conditions. A disclosure made in print at least one-third as large as the largest print used in the advertisement or promotional literature satisfies this section.”

42. DCWP promulgated 6 RCNY § 5-09(a) under its CPL rulemaking powers to “defin[e] specific deceptive and unconscionable trade practices.” NYC Code § 20-702.

43. “Each individual statement, description or other representation or omission that constitutes a deceptive trade practice shall give rise to a distinct and independent violation.” NYC Code § 20-703(b).

44. “Each day on which an individual statement, description or other representation or omission that constitutes a deceptive trade practice is distributed, broadcast, posted, published, or otherwise exposed to the public shall give rise to a single separate violation.” NYC Code § 20-703(c).

45. Respondent violated 6 RCNY § 5-09(a) at least 371 times by failing to include applicable limitations on its advertisements promising full installation. NFD violated this rule by making statements on its Current Offers page without including any disclosures – from at least July 7, 2023 to July 12, 2024 (371 days).

46. On this count, Petitioner seeks civil penalties of \$525 per violation. See 6 RCNY § 6-47.

COUNT FIVE

*Failing to honor cancellation of contracts in violation of 6 RCNY § 2-221(h)
At least two counts*

47. 6 RCNY § 2-221(h) states that a “contractor shall not fail or refuse to honor any valid notice of cancellation by the buyer and within ten business days after the receipt of such notice, the contractor shall (1) refund all payments made under the contract; (2) cancel and return any negotiable instrument executed by the buyer in connection with the contract; (3) take any action necessary or appropriate to terminate promptly any security interest created in the transaction; and (4) within ten business days of receipt of the buyer's notice of cancellation the contractor shall notify the buyer whether the contractor intends to repossess or to abandon any shipped or delivered materials.”

48. Respondent violated 6 RCNY § 2-221(h) at least two times by preventing consumers from exercising their right to cancel their contracts.

49. On this count, Petitioner seeks civil penalties of \$500 per violation. See 6 RCNY § 6-29.

COUNT SIX

*Failing to include license number on advertisements in violation of 6 RCNY § 2-222(a)
At least seven counts*

50. 6 RCNY § 2-222(a) mandates that “[a]ll advertising and sales literature must contain the license number of the contractor.”

51. Respondent violated 6 RCNY § 2-222(a) by leaving its New York City HIC license number out of its advertisements, including those on television, YouTube, and its website. NFD violated this rule on:

- a. The NFD Website – from at least July 7, 2023 to May 14, 2024; and
- b. Six television advertisements that were available as YouTube videos on National Floor Direct’s channel.⁹

52. On this count, Petitioner seeks civil penalties of \$500 per violation. See 6 RCNY § 6-29.

RELIEF SOUGHT

WHEREFORE, the Department respectfully requests that OATH issue a Report and Recommendation pursuant to NYC Charter § 2203(h)(1) recommending the following:

- I. Revoking or suspending NFD’s license to do business as an HIC, pursuant to NYC Code §§ 20-101, 20-104(a), 20-393(2), 20-393(11);
- II. Ordering that NFD pay civil penalties for all HIC violations, including: (a) \$750 for each misrepresentation or false promise in violation of NYC Code § 20-393(2); (b) \$750 for each failure to perform work in a skillful and competent manner in violation of NYC Code § 20-393(11); (c) \$525 for each failure to describe conditions on free services offers in violation of 6 RCNY § 5-06(b); (d) \$525 for each failure to describe conditions on installation offers in violation of 6 RCNY § 5-09(a); (e) \$500 for each failure to allow cancellation of a contract within three days of its creation in violation of 6 RCNY § 2-221(h); and (f) \$500

⁹ <https://www.youtube.com/@nationalfloorsdirect9057/videos>

for each failure to include NFD's license number in advertisements in violation of 6 RCNY § 2-222(a);

III. Ordering Respondent to pay restitution to known consumers in the amount of at least \$9,500.00, and to pay restitution to all other affected consumers via a fund for restitution for additional aggrieved consumers, whether named or unnamed, in an amount to be determined at trial, pursuant to NYC Code § 20-703(i)(2); and

IV. Granting such other and further relief as may be deemed just and proper.

Dated: August 12, 2024
New York, New York

For: Vilda Vera Mayuga
Commissioner
New York City Department of Consumer and
Worker Protection

By: *Aram Boghosian*
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02184

P.O. Box 5776
Queens, NY 11105

EXHIBIT A

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National Floors Direct will beat any competitor's legitimate written estimate for comparable flooring products to be installed at your owner-occupied home. Written estimate must be verifiable by National Floors Direct, must be dated no more than 30 days prior to date customer signs contract with National Floors Direct and must be presented to National Floors Direct at least 96 hours before the installation date. National Floors Direct's price guarantee is only available as a first call incentive. We cannot offer the lowest price by 15% when making multiple trips to your home or commercial space.

Competitors written estimate must be for in-stock flooring and for the same or equal product to National Floors Direct's flooring (in terms of weight, texture, yarn content for carpet and identical padding or identical merchandise for area rugs, hardwood, luxury vinyl, or laminate floors), and must include all installation, delivery, and other charges. Written estimate must be the result of an in-home visit which included physical measurements and inspection of all sub floors.

Written estimates must specifically list all areas of the home to be covered including room dimensions and must include all charges for floor or sub floor preparation and/or upgrades. Does not apply to discontinued flooring, close-outs or typographical errors. Must be bonafide written estimate from licensed installer regularly doing business in your area. National Floors Direct reserves the right to reject any written estimate which it does not believe is bonafide in its sole discretion.

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EXHIBIT B

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[HEALTHY HOME
CERTIFIED](#)

FREE NEXT DAY FLOORING INSTALLATION*

With today's on-demand technology, why should floor covering take a month or more to install? We offer next-day installation on all of our flooring* throughout most of the Northeast U.S.

National Floors Direct offers an unmatched selection of in-stock carpet, hardwood, luxury vinyl, and laminate flooring. Since we offer free in-home shopping and stock millions of square feet of carpet and flooring in our local distribution facilities, we are able to offer the unique benefit of delivering our customers Professional Next Day Installation* with no additional cost

At National Floors Direct, you can have it all; Professional Next Day Installation*, name-brand products, and the guaranteed lowest price**.

[Get In Touch](#)



*Available on in-stock inventory only

TESTIMONIALS

We have now used National Floors Direct for our flooring needs on 2 separate occasions. With 2 dogs and a baby on the way we have no concerns with the quality of carpeting we purchased. We have received multiple compliments about the look and feel of the product from guests. The process was also quick, easy and affordable! We will absolutely use National Floors Direct for all future flooring needs!!

Andrea D.

Happy Customer

Free In-Home Estimate

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
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☐ I'm not a robot



[GET YOUR FREE ESTIMATE](#)

If you wish to schedule a free in-home estimate for tomorrow please call us at 1-866-861-1150. Sunday appointments subject to availability.

BOOK ONLINE

SAVE AN ADDITIONAL \$150

FLOORING

[Carpet](#)
[Hardwood](#)
[Luxury Vinyl](#)
[Tile](#)
[Laminate](#)
[Commercial](#)

COMMERCIAL

[Commercial Carpet](#)
[Commercial Hardwood](#)
[Commercial Luxury Vinyl](#)

ABOUT

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[Name Brand Flooring](#)
[Low Price Guarantee, Save 15% or It's Free **](#)
[In-Home Shopping](#)
[Safe Healthy Floors](#)
[Free Next Day Installation *](#)
[Free Services](#)
[Reviews](#)
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EXHIBIT C

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NATIONAL FLOORS DIRECT CARPET HARDWOOD LUXURY VINYL TILE LAMINATE COMMERCIAL 1-866-862-1201

Get A Free In-Home Estimate [MENU](#)

FREE FLOORING SERVICES

From furniture moving and stair work to measurements and floor plans, all of the services you need for your floor covering project are included with your order.

At National Floors Direct, we're committed to providing industry-leading service and convenience on top quality carpet and flooring for all of our customers, and always at the guaranteed lowest price**. You should never have to worry about hidden labor fees, or secret extras that you only learn about after you pay a competitor to come measure your space. At National Floors Direct, you won't find the a la cart pricing structure of retail & big box stores. We offer completely FREE in-home estimates and include the labor extras the industry is famous for, at no charge!

Get In Touch



TESTIMONIALS

The day of installation of wood flooring of three bedrooms the very professional and motivated crew were here on time and got the job done. Their cleanliness and work ethics were 5 Star and the flooring looks fantastic.

Jeanne F.
Happy Customer

Free In-Home Estimate

* First Name	* Last Name
* Email	* Phone
Preferred Date	Preferred time ▼

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GET YOUR FREE ESTIMATE

If you wish to schedule a free in-home estimate for tomorrow please call us at 1-866-862-1201. Sunday appointments subject to availability.

BOOK ONLINE
SAVE AN ADDITIONAL \$150

FREE PREMIUM PADDING

At National Floors Direct, our padding standard is the industry's "upgrade". Every carpet we sell includes premium padding that exceeds the manufacturers wear requirements for that specific product. It's important to learn what type of carpet padding is best for you. The wrong cushion will affect the appearance and performance of your new carpet and void any applicable carpet manufacturer's warranties.

FREE FURNITURE MOVING

If you empty it, we will move your furniture for FREE! Furniture moving is one of the greatest causes of customer anxiety when considering new floor covering. With the industry standard, you'll pay furniture-moving fees by the square foot, the square yard, by the room, the whole job and even by the individual piece! At National Floors Direct, there's none of that! We will gladly move normal furniture completely FREE of charge. Schedule a free estimate today and ask your flooring professional for details.

FREE STANDARD STAIR WORK




Carpet Installation on stairs can add expensive and unforeseen costs to any installation project. With typical labor prices ranging from \$10-\$25 per stair, the average staircase could add hundreds of dollars in hidden fees to your installation costs! At National Floors Direct, you'll never pay installation labor for standard carpeted steps. It's just another way that National Floors Direct helps you save. Schedule a FREE estimate appointment today to learn more.

FREE MEASURING AND LAYOUT

At National Floors Direct all of our representatives are trained professionals with the knowledge and experience to accurately measure your installation areas, draft an accurate blueprint, and fully inspect the space to eliminate surprises when it's time for your installation. We offer this service to every client – no matter how large or small your project is – and we do it all for FREE! Depending on the type of installation, comparable services can cost up to \$150 elsewhere, which you'll have to pay unless you make a purchase. At National Floors Direct you'll get a free professional estimate on an incredible catalog of name-brand products, at the guaranteed lowest price! **

FREE NEXT-DAY INSTALLATION*


National Floors Direct offers an unmatched selection of in-stock carpet, hardwood, luxury vinyl, and laminate flooring. Since we let you shop at home, with free in-home estimates, and stock millions of square feet of carpet & flooring in our local distribution facilities, we are able to offer the unique benefit of delivering our customers professional Next Day Installation with no additional cost*.

FLOORING	COMMERCIAL	ABOUT	RESOURCES	CONNECT
Carpet	Commercial Carpet	Who We Are	Current Offers	Contact
Hardwood	Commercial Hardwood	Name Brand Flooring	Learn	Request an Estimate
Luxury Vinyl	Commercial Luxury Vinyl	Low Price Guarantee, Save 15% or It's Free **	Careers/Employees	1-866-862-1201
Tile		In-Home Shopping	Care & Maintenance	  
Laminate		Safe Healthy Floors	Licenses	
Commercial		Free Next Day Installation *		
		Free Services		
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EXHIBIT D

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Free In-Home Estimate


* First Name	* Last Name
* Email	* Phone
Preferred Date	Preferred time


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If you wish to schedule a free in-home estimate for tomorrow please call us at 1-866-297-0458. Sunday appointments subject to availability.


[BOOK ONLINE](#)
SAVE AN ADDITIONAL \$150


*By submitting you agree to our [Terms & Privacy Policy](#) and you are providing express consent to receive automated communications including calls, texts, emails, and/or prerecorded messages.

- 

IN-HOME SHOPPING
Free In-Home Shopping Consultation
- 

GUARANTEED LOWEST PRICE OR IT'S FREE**
We beat anyone's price
- 

FREE SERVICES
Industry leading value - no hidden extras
- 

NAME BRAND FLOORING
No distributor middle man. Buy direct and save
- 

NEXT DAY INSTALLATION*
Unbeatable selection of products

National Floors Direct will beat any competitor's legitimate written estimate for comparable flooring products to be installed at your owner-occupied home. Written estimate must be verifiable by National Floors Direct, must be dated no more than 30 days prior to date customer signs contract with National Floors Direct and must be presented to National Floors Direct at least 96 hours before the installation date. National Floors Direct's price guarantee is only available as a first call incentive. We cannot offer the lowest price by 15% when making multiple trips to your home or commercial space.

Competitors written estimate must be for in-stock flooring and for the same or equal product to National Floors Direct's flooring (in terms of weight, texture, yarn content for carpet and identical padding or identical merchandise for area rugs, hardwood, luxury vinyl, or laminate floors), and must include all installation, delivery, and other charges. Written estimate must be the result of an in-home visit which included physical measurements and inspection of all sub floors.

Written estimates must specifically list all areas of the home to be covered including room dimensions and must include all charges for floor or sub floor preparation and/or upgrades. Does not apply to discontinued flooring, close-outs or typographical errors. Must be bonafide written estimate from licensed installer regularly doing business in your area. National Floors Direct reserves the right to reject any written estimate which it does not believe is bonafide in its sole discretion.

WE CARRY THE BEST IN NAME BRAND FLOORING



Carpet

[Browse Category](#)



Hardwood

[Browse Category](#)



Luxury Vinyl

[Browse Category](#)



Tile

[Browse Category](#)



Laminate

[Browse Category](#)



Commercial

[Browse Category](#)

WHY CHOOSE NATIONAL FLOORS DIRECT

In 2005, after decades of operating brick-and-mortar floor covering stores, we decided to develop the perfect way for customers to shop for carpet & flooring—with all the best attributes of traditional retail and none of the downside.

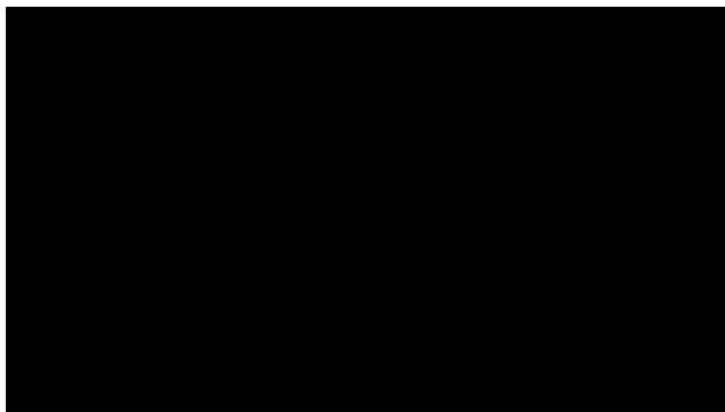
Looking for the top brands in carpet & flooring, amazing deals, personalized service, unrivaled industry knowledge, and immediate expert installation? Then you're going to love National Floors Direct!

[Learn More About Us](#)



NEXT DAY INSTALLATION ON NAME BRAND FLOORING*

Luxury Flooring Available For Next Day Installation



INCLUDED AT NO CHARGE



FREE PREMIUM PADDING

All of our carpet comes with the right cushion to exceed the manufacturer's recommendation; the competitor's upgrade is our standard!



FREE FURNITURE MOVING

If you empty it, we'll move it for FREE! Normal furniture moving adds hundreds of dollars per room elsewhere!



FREE STANDARD STAIR WORK

Custom stair work is very labor-intensive. As part of our commitment to transparent pricing, standard stairs are on us!



FREE MEASURING AND LAYOUT

A trained flooring professional will measure your space to determine the exact amount of floor-covering for the job. No guessing and no hidden fees!

GUARANTEED

LOWEST PRICE OR IT'S FREE!**

Let's Get Started

Next Day Installation*

In-Home Shopping

*Available on in-stock inventory only

National Floors Direct will beat any competitor's legitimate written estimate for comparable flooring products to be installed at your owner-occupied home. Written estimate must be verifiable by National Floors Direct, must be dated no more than 30 days prior to date customer signs contract with National Floors Direct and must be presented to National Floors Direct at least 96 hours before the installation date. National Floors Direct's price guarantee is only available as a first call incentive. We cannot offer the lowest price by 15% when making multiple trips to your home or commercial space.

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GET YOUR FREE IN-HOME ESTIMATE >

FLOORING

Carpet
Hardwood
Luxury Vinyl
Tile
Laminate
Commercial

COMMERCIAL

Commercial Carpet
Commercial Hardwood
Commercial Luxury Vinyl

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Free Next Day Installation *
Free Services
Reviews
Financing ***

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CARPETHARDWOODLUXURY VINYL TILELAMINATECOMMERCIAL

1-866-856-0039

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RIGHT NOW

60% OFF

ON THE

SPOT

INCLUDING FULL
INSTALLATION†

Free In-Home Estimate

* First Name

* Last Name


* Email

* Phone

Preferred Date

Preferred time

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GET YOUR FREE ESTIMATE

If you wish to schedule a free in-home estimate for tomorrow please call us at 1-866-856-0039 or [click302](#) availability.

BOOK ONLINE
SAVE AN ADDITIONAL \$150

CALL TODAY TO FIND THE
PERFECT FINISHING FOR
YOUR ROOMS

Get In Touch

†60% Off on the Spot
Discount applied to regular retail price. Basic installation included. Sundries, existing flooring removal & disposal, and floor preparation are extra. Select styles only. Plus applicable taxes. May not be combined with any other offer. Next day installation available on in-stock inventory only. Financing with approved credit. Terms and conditions apply. Sales and installation provided by independent contractors.

FLOORING

CARPETHARDWOODLUXURY VINYL TILELAMINATECOMMERCIAL

COMMERCIAL

COMMERCIAL CARPETNAME BRAND FLOORINGCOMMERCIAL LUXURY VINYL

ABOUT

WHO WE ARENAME BRAND FLOORINGLOW PRICE GUARANTEE, SAVE 15% OR IT'S FREE **IN-HOME SHOPPINGSAFE HEALTHY FLOORSFREE NEXT DAY INSTALLATION *FREE SERVICESREVIEWSFINANCING ***

RESOURCES

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