

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. \_\_\_\_\_

STATE OF NORTH CAROLINA *ex rel.* )  
JOSHUA H. STEIN, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
FLOWERS FLOORING, LLC, )  
 )  
Defendant. )

**COMPLAINT**

**MOTION FOR PRELIMINARY  
INJUNCTION**

Plaintiff, State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (the “State” or “Plaintiff”), brings this action against Defendant Flowers Flooring, LLC (“Defendant”) pursuant to the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* In support of its Complaint, Plaintiff alleges as follows:

**INTRODUCTION**

Defendant operated a residential flooring company through which it defrauded consumers, including a non-profit housing provider dedicated to serving low-income families and a museum affiliated with the North Carolina Museum of Art, by accepting down payments for materials that were never delivered and flooring installation that was never performed. Defendant contracted with at least 73 consumers and falsely promised to complete flooring installation projects, requiring that consumers pay a deposit of approximately half the project cost for materials in advance of flooring installation. After securing the advance from the consumer, Defendant either failed to provide the materials and/or performed no work. When consumers contacted the company to request status updates on installation dates, they were told materials were on backorder from the supplier. Some consumers requested refunds while others were told by the company that refunds

would be issued. Defendant ultimately failed to complete work or issue refunds, and unlawfully retained approximately \$400,000 in consumer advances and deposits.

In short, Defendant was deceptive in its dealings with consumers, and Defendant's business practices violate North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75 1.1, *et seq.* The State seeks preliminary and permanent injunctive relief against Defendant, restitution for consumers, civil penalties, attorney fees, and other relief.

### **PARTIES, JURISDICTION, AND VENUE**

1. The State of North Carolina, acting by and through its Attorney General, Joshua H. Stein, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Defendant Flowers Flooring, LLC is a North Carolina limited liability company with a business address of 18724 Statesville Road, Cornelius, North Carolina 28301. The company was incorporated in North Carolina on January 1, 2013, and listed as "current-active" status on the North Carolina Secretary of State's website. Jeremy William Flowers serves as a managing member of Flowers Flooring, LLC and is the only official listed in the company's annual report.

3. This Court has personal jurisdiction over Defendant.

4. This Court has subject matter jurisdiction over this dispute.

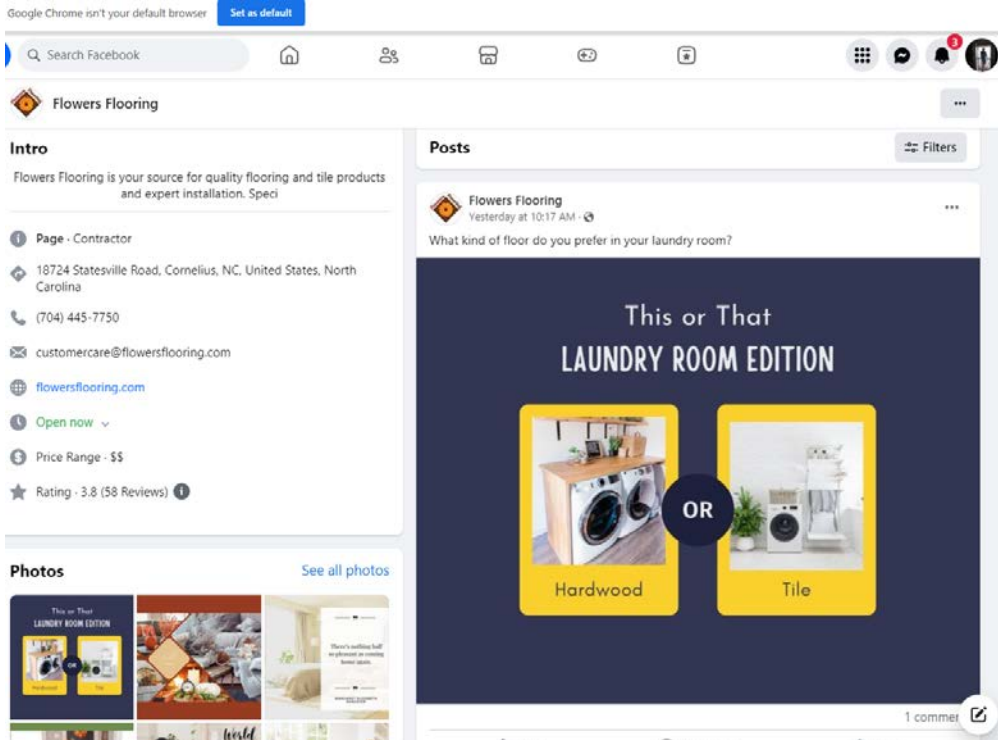
5. Venue is proper in Wake County based on the Attorney General's selection under N.C. Gen. Stat. § 75-14.

### **FACTUAL ALLEGATIONS**

6. Defendant sells flooring materials and installs flooring to North Carolina residents living in the Greater Charlotte and Greater Winston-Salem areas.

7. Defendant solicited business from consumers by operating at least two storefronts, one in Cornelius, North Carolina and another in Winston-Salem, North Carolina.

8. Defendant also advertised its business online through a website, [www.flowersflooring.com](http://www.flowersflooring.com). As of October 13, 2023, it continued to advertise its services on a Facebook business page, including touting its' customer service on October 2, 2023.



9. Until approximately early August 2023, Defendant accepted orders from consumers by telephone, its website, or through in-store sales, requiring deposits of approximately half the project price. Defendant accepted payment by credit, debit card or check, and also worked with a lending company to offer financing.

10. Beginning in or about February 2023, Defendant routinely deceived consumers by:
- a. representing to consumers that the product consumers wished to purchase was backordered by suppliers;
  - b. requiring and accepting deposits for the product and shipping;
  - c. promising installation by a certain date or dates;
  - d. failing to deliver the product;
  - e. failing to install the product; and
  - f. failing to provide refunds, even after promising refunds.

This practice continued until approximately mid-August 2023, when Defendant shut down its website, closed its storefronts, and ceased communications with customers.

11. Defendant actively solicited consumers and accepted deposits from consumers until the weeks before it suspended operations. Upon information and belief, Defendant did so fully aware that it would be unable to fill the orders, with no intention of providing products or refunds to consumers and with the deliberate design of deceiving consumers by taking their money for a non-deliverable product.

12. Defendant accepted orders from consumers, billed consumers, failed to deliver the promised products, and failed to complete installation projects. In addition, Defendant's employees repeatedly made false and deceptive statements to consumers about the status of their orders. For example, Defendant's employees represented the following to consumers:

- a. flooring materials would be ordered within an initial, specified period of time, when, upon information and belief, the flooring was never ordered nor was there a vendor hold on Defendant's account;
- b. installation of the flooring would be completed within an initial, specified period of time, when in fact installation was never completed;
- c. when consumers called or emailed to complain and inquire why the materials had not been received or installation completed within the initial, specified period of time, Defendant's employees gave various reasons for the delay, and that the materials would arrive by another date, or the installation would occur by another date, when in fact the materials were never ordered and the installation was never completed by that date or other later dates that were promised; and
- d. when consumers did not receive the materials for which they had prepaid, that they would be issued a refund, when in fact no refund was ever made.

13. The primary excuse Defendant used to explain the delay in installation was that the company's suppliers did not have the materials selected by consumers in stock. Upon information and belief, these excuses were false, as Defendant would use this excuse with many consumers. In at least one instance, Defendant used this excuse with one consumer who was able to source the materials they desired independently and quickly through another flooring company. (See Exhibit 2, Affidavit of Rachel Marie-Crane Williams)

14. When consumers asked about the initial installation date, Defendant promised time frames of within a few days, 30 days, or six to eight weeks. When installation was not completed within these promised dates, Defendant would assure customers that installation would be

completed by a new date. Defendant perpetuated this deception by telling consumers repeatedly that there would be another installation date, when, upon information and belief, flooring materials were never ordered within the new date or dates and installation was never completed.

15. Defendant continued to take payment for new orders from consumers as late as August 1, 2023. (See Exhibit 3, Affidavit of Samantha Hernandez) As late as August 10, 2023, Defendant told one consumer that their order would be canceled, and they would be issued a refund when in fact no refund was issued. (See Exhibit 4, Affidavit of Jennifer E. Pompei) Yet, by approximately the first week of August of 2023, the company ceased taking phone calls, shut down its storefronts, and removed content from its website.

16. Eighty-three consumers from North Carolina have filed complaints with the Consumer Protection Division of the North Carolina Attorney General's Office. Seventy-three of these complaints involved orders placed with Defendant from February 2023 through August 2023 that were never completed and refunds never issued. Ten of these complaints involved issues with installation, warranties, or money owed for services provided. (See Exhibit 6, Affidavit of Julie Daniel). The Attorney General's Office has repeatedly notified Defendant about these complaints, but Defendant has failed to provide a substantive response to these communications. (Id.)

### **Experience of Davidson Housing Coalition**

17. Connie Wessner is the executive director of Davidson Housing Coalition, a 501(c)(3) organization that provides affordable housing and subsidized home repairs to low- and very low-income residents in Davidson, North Carolina.

18. Davidson Housing Coalition entered into a contract with Defendant on June 30, 2023 to install new flooring for a 97-year-old client who lives with her two daughters, both in their 70s.

19. The client's flooring was original to the home, which was built in the 1960s or 1970s, and had deteriorated over the years. It was creating a safety and health hazard for the residents and the need for new flooring was urgent.

20. Ms. Wessner was told the materials were ordered on July 3, 2023. On this same date, Defendant required Davidson Housing Coalition to pay a deposit of \$2,744.46 for the project, which was 50% of the total project price.

21. Ms. Wessner emailed Defendant on July 25, 2023 to inquire as to the status of the delivery of the flooring materials and an installation date. The email Ms. Wessner sent bounced back. Ms. Wessner was able to get in touch with Defendant, who told her that the materials were expected to be delivered by the end of August, with installation occurring in September.

22. In late August, Ms. Wessner contacted Defendant again to determine the date of delivery but was unable to communicate with anyone at the company.

23. Ms. Wessner learned from the finance manager of the Davidson Housing Coalition that they had seen news stories regarding Defendant on WSOC, a local news station in Charlotte, North Carolina.

24. Ms. Wessner again tried to contact Defendant but has received no response or refund.

25. Ms. Wessner's affidavit, summarizing the complaint Davidson Housing Coalition submitted to the North Carolina Attorney General's Office ("NCAGO"), is attached as Exhibit #1 and incorporated herein by reference.

#### **Experience of Rachel Marie-Crane Williams**

26. Rachel Marie-Crane Williams, a resident of Forsyth County, signed a contract for a large flooring project for her home, consisting of carpet for two stairwells, flooring for the living

room and flooring for the basement on February 19, 2023. She prepaid \$3,721.24 on February 16, 2023 and \$2,425.64 on February 17, 2023 for the materials and services.

27. Defendant told Ms. Williams that an initial estimate for completion was three to four weeks, but no later than 30 days from the date of her contract, which would have been March 21, 2023.

28. Defendant installed the vinyl flooring in the basement on April 20, 2023.

29. Several months went by without the rest of her project being completed. Each time Ms. Williams contacted Defendant she was told that the materials ordered were not in stock or on backorder.

30. On May 31, 2023, Ms. Williams cancelled the remainder of the contract and asked for a refund of the remainder of her deposit.

31. Defendant agreed to refund the remaining deposit and told Ms. Williams that it would take 30 days to process.

32. Defendant never refunded Ms. Williams' deposit.

33. Mr. Williams was able to contract with a different flooring company and selected the exact same materials as she had ordered from Defendant, with the new company completing the work within two weeks.

34. Ms. Williams' affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit #2 and incorporated herein by reference.

### **Experience of Samantha Hernandez**

35. Samantha Hernandez, a resident of Mecklenburg County, entered into a contract with Defendant on August 1, 2023 for installation, materials, and labor for the installation of new



hardwood floors. She was charged a down payment of \$7,500 and a security deposit of \$126.50, which she paid with her credit card.

36. Defendant told Ms. Hernandez that it would call her back to schedule installation and that it would take one to two weeks to order materials.

37. Ms. Hernandez never received a call to schedule the installation of her new flooring.

38. Ms. Hernandez attempted to contact Defendant only to find that its phone numbers were out of service and its storefront location was closed.

39. Defendant never issued Ms. Hernandez a refund of her down payment or security deposit.

40. Ms. Hernandez's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit #3 and incorporated herein by reference.

#### **Experience of Jennifer Pompi**

41. Jennifer Pompi, a resident of Mecklenburg County, entered into a contract with Defendant on February 8, 2023 for installation of new hardwood floors. Defendant told Ms. Pompi that the flooring would be installed in March.

42. Defendant delayed installation several times until Ms. Pompi was given a delivery date of mid-June.

43. Defendant required Ms. Pompi to make two payments totaling \$5,615.93. The second payment was made before Defendant delivered the materials, but promptly thereafter, Defendant told Ms. Pompi that the flooring had been damaged and that it would need to reorder the materials.

44. Upon receiving the flooring materials after it had been reordered, Defendant told Ms. Pompi that the second batch came in from two different dye lots and that it would need reorder the flooring again. Defendant told Ms. Pompi that the materials would arrive by August 17, 2023.

45. A week before delivery, on approximately August 10, 2023, Defendants cancelled the delivery with no explanation.

46. Ms. Pompei reached out to the company by phone and email several times but has not been able to make contact and has not received a refund.

47. Ms. Pompei also used the finance company referred by Defendant and incurred \$10,000 in debt that has not been credited to her account.

48. Ms. Pompei's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit #4 and incorporated herein by reference.

### **Experience of Penelope Zimmerman**

49. Penelope Zimmerman, a resident of Mecklenburg County, entered into a contract with Defendant on May 3, 2023, for installation of new flooring for their home.

50. Ms. Zimmerman and her husband visited Defendant's store front, after which the company sent a person to measure their home for an estimate.

51. Ms. Zimmerman and her husband met with Defendant's office manager on April 4, 2023, to discuss payment options and were told that the company requested 50% of the total project price to order materials.

52. Defendant agreed to accept the down payment in two installments, and Ms. Zimmerman and her husband were told that materials would be ordered after the 50% down payment was paid in full.

53. Ms. Zimmerman and her husband paid Defendant \$9,000 on May 3, 2023, and \$13,000 on June 27, 2023, as a down payment on their home flooring project. Both payments were made using a cashiers' check.

54. Ms. Zimmerman and her husband were in contact with Defendant via email throughout July and into August to coordinate the receipt of the flooring and schedule installation. Defendant told the couple that the materials would arrive at the end of August and installation would be scheduled for September.

55. Ms. Zimmerman's last contact with Defendant was on August 4, 2023.

56. Ms. Zimmerman learned from a news story that the company was closed.

57. Ms. Zimmerman and her husband have made repeated attempts via multiple methods of communication to contact Defendant but have been unsuccessful in making contact. This includes messages sent directly to owner Jeremy Flowers who Ms. Zimmerman has known for seven years.

58. Ms. Zimmerman and her husband have not received a refund of their down payment.

59. Ms. Zimmerman's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit #5 and incorporated herein by reference.

#### **Defendant's Acts Have Impacted Commerce in North Carolina**

56. Defendant has engaged in the above-alleged acts, practices, misrepresentations, and omissions within North Carolina.

57. Defendant has perpetrated the above-alleged acts, practices, misrepresentations, and omissions upon consumers knowingly, intentionally, and deliberately.

58. Defendant's above-alleged acts, practices, misrepresentations, and omissions have been in or affecting commerce in North Carolina and have had an impact thereon.

**CLAIM FOR RELIEF**  
**VIOLATIONS OF THE UNFAIR AND DECEPTIVE TRADE PRACTICES ACT,**  
**N.C. GEN. STAT. § 75-1.1 et seq.**

60. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs, and alleges further that each of Defendant's aforesaid acts, practices, misrepresentations and omissions violates the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.*

61. Plaintiff alleges that such violations are intentional and include, but are not limited to, the following:

- (a) taking money from consumers while failing to complete the project as contractually promised;
- (b) failing to refund consumers' advance payments after abandoning the project;
- (c) making false promises to return consumers' monies; and
- (d) making false promises that the contractually-promised work would eventually be completed.

**REQUEST FOR A PRELIMINARY INJUNCTION**  
**UNDER N.C. GEN. STAT. § 75-14**

62. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs.

63. Defendant's acts, practices, misrepresentations and omissions have harmed consumers by causing them to incur costs and delays in attempting to have repairs made to their homes and property.

64. In light of the evidence that Defendant engaged in unfair and deceptive practices as set forth in this complaint and the attached affidavits, the State requests that, after hearing on due notice, Defendant and its businesses, officers, agents, employees, representatives, successors or assigns, and any persons acting in concert or under the actual direction or control of Defendant,

and any persons acting in concert with them, be preliminarily enjoined, as set forth in detail in Paragraph 1 of the Prayer for Relief below.

65. Unless Defendant is restrained and enjoined, it will continue to irreparably harm the State and its citizens by violating North Carolina law.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays the Court for the following relief:

1. That the Court issue a Preliminary Injunction pending the final adjudication of this cause, as allowed by N.C. Gen. Stat. § 75-14, prohibiting Defendant and its businesses, officers, agents, employees, representatives, successors or assigns, and any persons acting in concert or under the actual direction or control of Defendant, and any persons acting in concert with them, from:

- a. engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to the acts and practices listed in Paragraph 61 of Plaintiff's Claim for Relief;
- b. advertising, offering, soliciting, or entering into contracts with consumers for any contracting or home repair work, including accepting advance payment from consumers for any product or service;
- c. performing any contracting or home repair work; and
- d. transferring, withdrawing, concealing, disposing, or encumbering any of Defendant's or consumers' assets without permission of the Court; provided, however, that permission shall not be required if Plaintiff agrees in writing to the expenditures.

2. That upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction under N.C. Gen. Stat. § 75-14.

3. That, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1, all contracts between Defendant and consumers be canceled, at the consumers' discretion, and all monies consumers have paid to Defendant be reimbursed;

4. That Defendant be required to pay civil penalties to the State in the amount of \$5,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. § 75-15.2;

5. That costs and reasonable attorney's fees be awarded the Attorney General pursuant to N.C. Gen. Stat. § 75-16.1; and

6. That the Court award such other and further relief as may be just and proper.

This the 20th day of November, 2023.

STATE OF NORTH CAROLINA  
*ex rel.* JOSHUA H. STEIN, Attorney General



By: \_\_\_\_\_

A. Mercedes Restucha  
Assistant Attorney General  
North Carolina Department of Justice  
P.O. Box 629  
Raleigh, NC 27602-0629  
Tel: 919-716-6000  
N.C. Bar No. 40018