

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

Case No: _____

LISA BAIR, an individual,

Plaintiff,

v.

CHRISTENSEN DESIGN GROUP, a foreign corporation; and
JOHN CHRISTENSEN, an individual;

Defendants.

COMPLAINT

Plaintiff, LISA BAIR, an individual (hereinafter “Plaintiff”), by and through undersigned counsel, hereby sues Defendants, CHRISTENSEN DESIGN GROUP, a foreign corporation (“CDG”); and JOHN CHRISTENSEN, an individual (“CHRISTENSEN”) (collectively “Defendants”); pursuant to the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Florida Civil Theft statute, and Florida common law to recover damages for unlawful and unwarranted theft of personal property. In support thereof, Plaintiff states as follows:

PRELIMINARY STATEMENT

1. This action seeks to compensate Plaintiff for Defendants’ failure to perform certain interior design services, issuance of fraudulent invoices, and conversion from Plaintiff as part of a scheme that has caused Plaintiff severe economic harm and from which she should be entitled to recover from Defendants over Six Hundred Eighty Seven Thousand Dollars (\$687,000.00).

2. Defendants have preyed upon Plaintiff and used their relationship with her as their own personal “piggy bank” into which Defendants readily and unjustifiably dipped their hands

under the guise of providing her professional services and a well-appointed home. Many of the services charged to Plaintiff were not provided, nor were many of the items of personal property that were charged to her. Defendants presented Plaintiff a series of inflated invoices, and Plaintiff dutifully paid the balance on many of them, not realizing that a wide variety of the goods and services reflected in the invoices were never actually provided to her and that the invoices were far less “fact” than “fiction.”

3. Defendants not only over-charged Plaintiff for services and personally not provided, but they also removed from Plaintiff’s home -- without any justification or Plaintiff’s consent -- several items of Plaintiff’s personal property worth tens of thousands of dollars.

GENERAL ALLEGATIONS

PARTIES

4. Plaintiff is an individual domiciled in Palm Beach, FL and is *sui juris*.

5. Defendant CDG is an entity whose principal address and place of business is 335 Australian Avenue, Unit 9C, Palm Beach, FL 33480. At all material times, CDG operated an interior design business for general consumers and the public. Defendant conducted business with customers in the State of Florida, including Plaintiff.

6. Defendant CHRISTENSEN is an individual domiciled in Palm Beach, Florida, is a citizen of the State of Florida; and is *sui juris*. At all times material hereto, CHRISTENSEN was the founder, owner, operator, and Chief Executive Officer of CDG. In addition, CHRISTENSEN conducted business with customers in the State of Florida, including Plaintiff.

7. In essence, CDG and CHRISTENSEN are one-and-the-same. CDG is an “alter ego” of CHRISTENSEN, who dominates and controls the corporate entity to further a fraudulent

scheme and to further CHRISTENSEN's own personal financial interests. The company's existence independent of CHRISTENSEN is, in fact, non-existent.

8. In addition to those persons and entities set forth as Defendants herein, there are likely other parties who may well be liable to Plaintiff, but respecting whom Plaintiff currently lacks specific facts to permit her to name such persons as parties defendant. By not naming such persons or entities at this time, Plaintiff is not waiving her right to amend this pleading to add such parties, should the facts warrant adding such parties.

JURISDICTION AND VENUE

9. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs, and attorneys' fees; and in all respects meets or exceeds the jurisdictional requirements of this Court pursuant to Florida Statutes § 26.012.

10. This Court has personal jurisdiction over Defendants because: (a) Defendants are operating, present, and/or doing business within this jurisdiction, (b) Defendants both reside within this jurisdiction, and (c) Defendants' breaches and tortious activity occurred within this jurisdiction.

11. Venue of this action is proper in this Court pursuant to Florida Statutes §§ 47.011, *et seq.*, as the causes of action alleged herein arose in Palm Beach County, Florida; and both defendants reside in Palm Beach County, Florida.

FACTUAL ALLEGATIONS APPLICABLE TO ALL COUNTS

12. Plaintiff owns and resides in a house located at 177 Clarendon Avenue, Palm Beach, FL 33480.

13. In early 2014, Plaintiff hired CDG to develop a complete design concept for her Palm Beach home, which included selecting accessories, fabrics, finishes, furnishings, wall coverings, and window treatments.

14. CDG's scope of work also included overseeing the workroom in its production and fabrication for the designs, overseeing the site installations, and assisting in the preparation of the project budget and schedule.

15. Prior to entering into the agreement, Plaintiff made clear to CHRISTENSEN that she needed CDG's services to be completed in three to four months because she intended to list her home for sale immediately thereafter.

16. CHRISTENSEN, on behalf of his own as well as CDG's interests, assured Plaintiff that this timeframe would not be problematic for Defendants.

17. Notwithstanding having several other interior designer options, Plaintiff chose to engage Defendants for the project.

18. CDG has failed to perform its obligations pursuant to its agreement with Plaintiff.

19. Even though over a year has passed since CDG was retained, and even though Plaintiff has paid CDG over Three Hundred Fifty Thousand Dollars (\$350,000.00), Plaintiff has virtually nothing to show for it.

20. Plaintiff's home is in disarray – numerous pieces of furniture for which Plaintiff has already paid have not been delivered to her home, several reams of fabric (intended for window treatments) have been ordered and paid for but are not hanging in Plaintiff's windows, and certain window treatments have been haphazardly hung, rendering the affected room unsightly and creating a safety concern.

21. Not only has Plaintiff paid CDG for furniture and home accents that have not been delivered to her home, but CDG also charged her for items that were not pre-approved by her, notwithstanding the fact that Plaintiff's pre-approval of such expenditures is required by the parties' agreement.

22. Moreover, Defendants removed from Plaintiff's home -- without her consent -- several items of personal property that Defendants have refused to return to Plaintiff, despite demand for the return of those items.

23. Furthermore, CDG invoiced Plaintiff for services for which she had directly paid the vendor, thus assessing upon Plaintiff "double charges".

24. According to the parties' agreement, Plaintiff is to be charged an hourly fee of \$200 for time spent by CDG on purchases and consultation, in addition to a 35% commission on all purchases made by CDG on Plaintiff's behalf.

25. CDG's invoices reflect that Plaintiff was charged for over 315 hours of design and management work, which is grossly disproportionate to the amount of services actually rendered, as evidenced by the fact that the project is nowhere close to completion.

26. As a result of the above-cited actions, omissions, and misrepresentations, Plaintiff has been damaged in an amount exceeding Six Hundred Eighty Seven Thousand Dollars (\$687,000.00).

27. Plaintiff has duly performed all of her duties and obligations; and any conditions precedent to Plaintiff bringing this action have occurred, have been performed, or else have been excused or waived.

28. To enforce her rights, Plaintiff has retained undersigned counsel and is obligated to pay counsel a reasonable fee for its services, for which Defendants are liable as a result of their bad faith, the statutory violations set forth below, and otherwise.

COUNT I – VIOLATION OF FLORIDA’S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (FLA. STAT. §§ 501.201 – 501.213) [“FDUTPA”]

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1-28 above, and further alleges:

29. Chapter 501, Fla. Stat., Florida’s Deceptive and Unfair Trade Practices Act is to be liberally construed to protect the consuming public, such as Plaintiff in this case, from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.

30. Plaintiff is a consumer within the meaning of Fla. Stat. § 501.203(7).

31. Defendants engaged in trade and commerce within the meaning of Fla. Stat. § 501.203(8).

32. While FDUTPA does not define “deceptive” and “unfair,” it incorporates by reference the Federal Trade Commission’s interpretations of these terms. The FTC has found that a “deceptive act or practice” encompasses “a representation, omission or practice that is likely to mislead the consumer acting reasonably in the circumstances, to the consumer’s detriment.”

33. Defendants failed to inform Plaintiff that they were not qualified to perform the interior design services for which they had contracted, they had no intention of performing the interior design services for which they had contracted, they had no intention of ordering the items for which they invoiced Plaintiff, and they had no intention of delivering to Plaintiff the items for which she paid.

34. As a result of Defendants' deceptive trade practices, Plaintiff was deceived into paying for services that were not rendered to her and paying for goods that were not delivered to her – thus causing Plaintiff significant economic damage.

35. The materially false statements and omissions as described above; and the fact that Defendants perpetrated upon Plaintiff a sham transaction; were unfair, unconscionable, and deceptive practices perpetrated on Plaintiff which would have likely deceived a reasonable person under the circumstances.

36. Defendants, through their own advertising, were on notice at all relevant times that the false representations concerning their ability to perform interior design services were being communicated to prospective customers.

37. As a result of the false representations described above, Plaintiff has been damaged by, among other things, paying for services that were not rendered to her and paying for goods that were not delivered to her.

38. Plaintiff has also been damaged in other and further ways subject to proof at trial.

39. Therefore, Defendants engaged in unfair and deceptive trade practices in violation of section 501.201 *et seq.*, Fla. Stat.

40. At all times material hereto, CSG was an “alter ego” of CHRISTENSEN and served as a corporate entity he dominated and controlled to further his interest and participation in the fraudulent scheme. In essence, CDG and CHRISTENSEN are one-and-the-same.

41. Pursuant to §§ 501.211(1) and 501.2105, Fla. Stat., Plaintiff is entitled to recover from Defendants the reasonable amount of attorneys' fees Plaintiff has incurred in representing her interests in this matter.

WHEREFORE, Plaintiff, LISA BAIR, an individual, demands judgment against Defendants CHRISTENSEN DESIGN GROUP, a foreign corporation; and JOHN CHRISTENSEN, an individual, for an amount within the jurisdictional limits of this court, including an award of interest and an award of attorney's fees and costs pursuant to Fla. Stat. § 501.211(1) and 501.2105. Plaintiff reserves the right to seek leave of court to assess punitive damages against Defendants.

COUNT II – FRAUDULENT INDUCEMENT

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1-28 above, and further alleges:

42. When Defendants rendered to Plaintiff each and every one of the invoices purporting to represent the goods and services being provided to Plaintiff, the representations therein were false, Defendants knew that they were false, and Defendants made them with the intent to induce Plaintiff to pay the invoices in full.

43. Specifically, Defendants knew that they had not rendered services or ordered goods on Plaintiff's behalf that they represented would be delivered to Plaintiff.

44. Despite such knowledge, Defendants failed to disclose to Plaintiff such material facts related to the substance of the invoices, even though doing so would have affected Plaintiff's decision to pay the invoices in full.

45. At the time she received and subsequently paid them, Plaintiff reasonably believed that the invoices were true; and Defendants gave Plaintiff no reason to believe that they were false.

46. Plaintiff, in reasonable reliance on Defendants' representations in the invoices, paid the invoices in full.

47. If Plaintiff had known the truth, Plaintiff would not have paid the invoices in full.

48. Defendants intended that Plaintiff be induced by their false statements so Plaintiff would pay the invoices.

49. At all times material hereto, CSG was an “alter ego” of CHRISTENSEN and served as a corporate entity he dominated and controlled to further his interest and participation in the fraudulent scheme. In essence, CDG and CHRISTENSEN are one-and-the-same.

50. As a direct and proximate result of Plaintiff’s reliance on the statements and omissions made to her by Defendants, Plaintiff has suffered damages.

WHEREFORE, Plaintiff, LISA BAIR, an individual, demands judgment against Defendants CHRISTENSEN DESIGN GROUP, a foreign corporation; and JOHN CHRISTENSEN, an individual, for an amount within the jurisdictional limits of this court, including an award of interests and costs. Plaintiff reserves the right to seek leave of court to assess punitive damages against Defendant.

**COUNT III – VIOLATION OF FLORIDA’S CIVIL THEFT STATUTE
(FLA. STAT. §772.11)**

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1-28 above, and further alleges:

51. Fla. Stat. § 812.014 (“Theft”) provides, in pertinent part:

- (1) *A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently:*
 - (a) *Deprive the other person of a right to the property or a benefit from the property.*
 - (b) *Appropriate the property to his or her own use or the use of any person not entitled to the use of the property.*

52. Pursuant to §812.014(2)(a), it is a first degree felony if the property stolen is valued at \$100,000 or more.

53. Fla. Stat. §772.11 (“Civil Remedy for theft or exploitation”) provides, in pertinent part:

Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney’s fees and courts costs in the trial and appellate courts. Before filing an action for damages under this section, the person claiming injury must make a written demand for \$200 or the treble damage amount of the person liable for damages under this section. If the person to whom a written demand is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for the specific act of theft or exploitation by the person making the written demand.

54. As set forth above, Plaintiff has been injured by Defendants’ violation of Fla. Stat. § 812.014, *et seq.*

55. Defendants knowingly obtained or used, or endeavored to obtain or use, Plaintiff’s property with “felonious intent,” either temporarily or permanently, to deprive Plaintiff of her right to or a benefit from the property or appropriate the property to Defendants’ own use or the use of any person not entitled to the property.

56. On April 17, 2015, Plaintiff presented Defendants a formal written demand under Fla. Stat. § 772.11 for either the delivery of Plaintiff’s furniture and home accents or payment to Plaintiff of the full value of that property. *See, Exhibit “A”* hereto. As set forth in Plaintiff’s April 17, 2015 demand letter, the amount known to her at that time that was subject to the Florida Civil Theft statute was \$229,162.33.

57. As of the date of filing this lawsuit, which is more than thirty (30) days after the date on which written demand was served, Plaintiff’s demand for delivery of her property has gone unfulfilled, as Defendants have not delivered to Plaintiff either any of her furniture and home accents or the monetary value of the same.

58. As a direct and proximate result of Defendants' actions, Plaintiff has suffered damage.

59. Pursuant to Fla. Stat. § 772.11, Plaintiff is entitled to recover from Defendants three times the current monetary value in compensatory damages for which Defendants would otherwise be liable. Based on Plaintiff's April 17, 2015 calculations, that treble damages total is a sum of at least \$687,486.99.

60. Pursuant to Fla. Stat. § 772.11, Plaintiff is also entitled to recover from Defendants the reasonable amount of attorneys' fees Plaintiff has incurred in representing her interests in this matter.

WHEREFORE, Plaintiff, LISA BAIR, an individual, demands judgment against Defendants CHRISTENSEN DESIGN GROUP, a foreign corporation; and JOHN CHRISTENSEN, an individual, for an amount within the jurisdictional limits of this court, including an award of interest and an award of attorneys' fees and costs pursuant to Fla. Stat. § 772.11. Plaintiff reserves the right to seek leave of court to assess punitive damages against Defendants.

COUNT IV – BREACH OF CONTRACT

Plaintiff re-alleges, and adopts by reference herein, Paragraphs 1-28 above, and further alleges:

61. Plaintiff and CDG entered into the aforementioned agreement, a valid and binding contract.

62. Plaintiff performed all of her obligations under the agreement.

63. As detailed above, CDG breached the agreement.

64. As a direct and proximate result of CDG's breach of the agreement, Plaintiff has suffered damages.

65. At all times material hereto, CSG was an "alter ego" of CHRISTENSEN and served as a corporate entity he dominated and controlled to further his interest and participation in the fraudulent scheme. In essence, CDG and CHRISTENSEN are one-and-the-same.

WHEREFORE, Plaintiff, LISA BAIR, an individual, demands judgment against Defendants CHRISTENSEN DESIGN GROUP, a foreign corporation; and JOHN CHRISTENSEN, an individual, for an amount within the jurisdictional limits of this court, including an award of interests and costs. Plaintiff reserves the right to seek leave of court to assess punitive damages against Defendant.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury in this action of all issues so triable.

RESERVATION OF RIGHTS

Plaintiff reserves the right to further amend this Complaint, upon completion of her investigation and discovery, to assert any additional claims for relief against Defendants or other parties as may be warranted under the circumstances and as allowed by law.

Respectfully submitted,

SILVER LAW GROUP

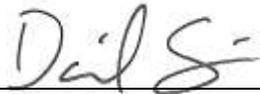
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Dated: May 28, 2015



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April 17, 2015

VIA FEDERAL EXPRESS, CERTIFIED MAIL & EMAIL

John Christensen – christensendesigngroup@gmail.com
Christensen Design Group
335 Australian Avenue
Palm Beach, Florida 33480
&
26 East 63rd Street
New York, New York 10065

Re: **Client: Lisa B. Bair, 177 Clarendon Avenue, Palm Beach, Florida 33480**

Dear Mr. Christensen:

As you know from our letter dated March 10, 2015, we represent Lisa B. Bair. Because Christensen Design Group (“CDG”) has not resolved the multiple issues outlined in our letter, Mrs. Bair’s retention of CDG is hereby terminated.

Despite repeated demand, CDG has failed and refused to deliver to Ms. Bair numerous pieces of furniture, custom curtains and home accents for which she has already paid CDG and which belongs to her. The property being wrongfully withheld is itemized in the enclosed spreadsheet. In fact, some of the items were those that CDG removed from Ms. Bair’s home without her consent, including outdoor furniture, curtain rods, a blue and yellow chaise lounge and custom curtains from both the master bedroom and formal living room.

There is no excuse for CDG’s failure to deliver our client’s property, and we demand that CDG immediately deliver the property to Ms. Bair or tender the full value of the property to my firm’s trust account. Should CDG fail to do so within the next thirty (30) days, further comprehensive legal action may be taken without any further notice. A demand under the Florida Civil Theft Statute follows. In the event that delivery of the property or payment of the cited amount is made within thirty (30) days of the date of this letter, the treble damages aspect of that demand will be waived. Failure to return the property or make the payment in a timely manner, however, will result in the treble damage claim being asserted.

EXHIBIT "A"

Demand under Fla. Stat. § 772.11

Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and court costs in the trial and appellate courts. Before filing an action for damages under this section, the person claiming injury must make a written demand for \$200 or the treble damage amount of the person liable for damages under this section. If the person to whom a written demand is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for the specific act of theft or exploitation by the person making the written demand.

The amount which we know is subject to the Florida Civil Theft statute is \$229,162.33. Treble damages therefore equal \$687,486.99. For now, we are making this demand only upon CDG; but at such time as we determine what was done with my client's property, additional demands may be made. Please return the improperly withheld property or its equivalent value within thirty (30) days of the date of this letter, and my client will thereupon release CDG from any further civil liability with regard to the above-identified property.

Ms. Bair reserves all of her rights in law and equity. Please be guided accordingly.

Very truly yours,


Kevin Fritz

Enclosure

Reconciliation Spreadsheet for Christensen Design

Item	Invoice #	Next Step	Amount in Dispute
2 silver benches without seat pads		Deliver to Lisa's house by 3/3/15 or refund purchase price	\$1,750.00
Regan's chair and ottoman		Deliver to Lisa's house by 3/3/15 or refund purchase price	\$750.00
Yellow and blue floral chaise		Deliver to Lisa's house by 3/3/15 or refund purchase price	\$1,750.00
Her master closet ottoman		Deliver to Lisa's house by 3/3/15 or refund purchase price	\$375.00
Dining Room chairs		Deliver to Lisa's house by 3/3/15 or refund total of all invoices below	
Master dressing room vanity	LB110714	Provide vendor information t by 2/27/15 so that I can pay balance directly or receive refund deposit of \$6000 by 3/3/15	\$6,000.00
Master bedroom curtains		Deliver to Lisa's house by 3/3/15 or refund purchase price	
Dining Room curtains		Deliver to Lisa's house by 3/3/15 or refund purchase price	
Living Room curtains		Deliver to Lisa's house by 3/3/15 or refund purchase price	
Guest bedroom valences		Deliver to Lisa's house by 3/3/15 or refund purchase price	
Yellow and blue silk strip living room pillow	LB093014	For 1 pillow I was charged \$546.78. provide receipt by 3/3/15	\$546.78
2 custom bouquets	LB093014	for two small ones, charged \$1537.58, provide receipt	\$1,537.58
Topiary dining room	LB093014	Provide receipt by 3/3/15	\$862.08
Painting - 9/16/2014	LB093014	I paid Hutson directly, issue credit	\$3,977.15
Garden room blue sofa reupholster	LB093014	Never approved this purchase, provide receipt by 3/3/15	\$1,200.00
Mirrors east dressing room	LB093014	Provide receipt by 3/3/15	\$4,154.67
Restore bookcase	LB121214	paid \$3380. to repaint, more than the piece cost, provide receipt directly from vendor by 3/3/15	\$3,380.00
Dining room cabinet restoration	LB121214	Paid \$5850, half of what I paid for piece, and paint is chipping, have pictures on file, provide receipt directly from vendor by 3/3/15	\$5,850.00
2 custom topiary obelisk	LB121214	Provide receipt by 3/3/15	\$2,181.04
Painting 2nd level, kitchen	LB121214	I paid Hutson directly, issue credit	\$2,572.02
Regan rewire bath sconces	LB012015	This was done by electrician, issue credit	\$170.00
Bathroom towel fixtures	LB012015	Received after I purchased new ones, I am sending back, issue credit	\$620.00
Framed medicine cabinet and metal curtain rods	LB012015	Provide receipt original by 3/3/15	\$2,400.00
Library small table refinish	LB012015	Not even sure what this is, issue credit	\$390.00
Living room guild wood base	LB012015	Not sure what this is, issue credit	\$100.00
Tufted loveseat, garden room	LB020615	Not sure what this is, issue credit	\$1,560.00
Reupholster loveseat	LB012015	Not sure what this is, either provide receipt or issue credit	\$1,100.00
MU Garden room	LB080114	Not sure what this is so either provide receipt or issue credit	\$1,399.94
Colwright delivery	LB080114	I paid all delivery charges to them so either provide a receipt or issue credit	\$1,970.00
Refinish 8 chairs	LB080114	What 8 chairs? Other than dining room chairs I never received nothing was refinished in terms of chairs, issue credit	\$2,400.00
Rewire of chandelier	LB080114	Electrician did this, issue credit	\$996.93

August storage	LB082614	I paid all storage charges directly, issue credit	\$650.00
Rock crystal chandelier master	LB082614	Provide original receipt	\$9,575.03
Rewire chandelier master	LB082614	I paid electrician, issue credit	\$572.40
Dual install kit - kitchen	LB082614	If you paid for this, then provide original receipt	\$467.14
Kitchen sink installation	LB082614	I paid TD gone for this, issue credit	\$1,675.00
Cabinet and fixture	LB082614	Don't know what this is, need receipt	\$3,788.13
Drapery installation, east bedroom and guest bedroom	LB082614	One bedroom incomplete and very poorly hung, second never occurred, issue credit (pictures on file)	\$4,815.00
1st floor lamps and shades	LB082614	Provide direct receipt by 3/3/15 for \$10,694.66 Amount charged is \$24,040.32, please provide receipt by 3/3/15, have no idea what this is for	\$10,694.66
Century Showrooms	LB071814	Have no idea what this is for, provide receipt by 3/3/15	\$24,040.32
Workroom deposit	LB071814	Provide direct receipt by 3/3/15	\$1,300.00
Bedroom and closet flooring Prestige	LB071814	Have no idea what this is for, provide receipt by 3/3/15	\$8,622.34
Padron flooring	LB071814	Have no idea what this is for, provide direct receipt by 3/3/15 for \$6577.08	\$890.96
Bedroom flooring	LB071815	Hours, provide time sheet with description of work performed	\$6,577.08
48.5 management hours	LBH082614	Provide receipt, no finials on curtain rods - need original receipt	\$9,700.00
Library curtains	LB060314	Received no dining room chairs, issue credit	\$2,938.00
Dining chairs	LB060314	We purchased no new nightstand for Regan, issue credit	\$2,990.00
Regan night stand	LB060314		\$593.10
2 Lion heads	LB060314	Never received, ones that were installed Peter bought and installed, issue credit	\$65.00
Headboard	LB060314	Provide original receipt by 3/3/15	\$3,000.00
Undermount kitchen dual sink	LB060314	Also billed on invoice LB082614, which you did not install, issue credit	\$2,366.69
Dining chairs refinish	LB061314	No dining room chairs refinished, similar charge on LB080114, issue credit	\$3,120.00
Living Room curtains	LB032014	I never received any curtains, I have sheers hanging on sheer rods, currently researching cost of fabric per yard of what I do have, difference to be credited	\$3,276.00
Fabric library	LB040114	Assuming these are for the curtains that you also charged me \$2938 for, the ones where finials were never put on, provide original receipt by 3/3/15 There are no curtains in dining room guest room fabric charge needs credit as they were never finished, no valences - want detailed original invoice for breakout to determine what credit is due	\$4,556.00
Fabric - dining, guest room, Lisa bed	LB040114		\$6,203.00
Cowtan & Tout	LB050914	Not sure what this is, provide original vendor invoice by 3/3/15	\$1,716.00
Boca Bargoons	LB050914	Not sure what this is, provide original vendor invoice by 3/3/15	\$1,354.76
2 Grey silk chaise	LB050914	Never approved this purchase, provide original receipt	\$6,890.00
Boca Bargoons	LB050914	Not sure what this is, provide original vendor invoice by 3/3/15	\$1,277.64
Curtain Rods	LB050914	I received no curtain rods, ever, actually some of the original ones in master bedrooms and living room were removed, issue credit	\$1,856.40
Trellis Chairs	LB050914	Received no trellis chairs, issue credit	\$6,023.16
Patio furniture, 50% deposit	LB050914	Provide original receipt by 3/3/15	\$22,676.28
Dining chairs, 50% deposit	LB050914	Third charge for dining room chairs, never received - issue full credit	\$8,901.99
Chest	LB050914	Provide original receipt by 3/3/15	\$4,823.00
Parker silk trim	LB050914	Silk trim for what? Curtains I never received? Issue full credit	\$1,358.54

Lingerie Chest	L8050914	My recollection is that I purchased this, provide original receipt by 3/3/15	\$908.70
West master Curtain Fabric	L8050914	Provide original receipt by 3/3/15	\$6,398.60
Boca Bargoons	L8050914	Not sure what this is, provide original vendor invoice by 3/3/15	\$175.50
Shipping	L8050914	Shipping for what? Provide original receipt by 3/3/15	\$2,332.72
Total Amount in Dispute			\$229,162.33