

Inv. #	Dated	Description	Charged	Reason it is disputed	Answer
2	4/19/23	<p>Linen #1</p> <p>Malamine with silver hardware</p> <p>Backing included.</p> <p>Hamper included</p>	\$740.00	<p>Hamper not installed.</p> <p>Closet Door not installed.</p>	<p>The head of carpentry made a mistake with the installation of the design originally agreed upon between Manzione Interiors and Ms. Bermudez. This design included a hamper; however, the head of carpentry did not include it in the installation. Manzione Interiors offered to reinstall the product using the design originally agreed upon, at no additional cost. However, Ms. Bermudez refused, requesting that the product be left as it was. Ms. Bermudez said that she liked how it looked and requested only that the cost of the hamper be reduced from the original invoice. This was discussed multiple times with the head of carpentry and with Manzione Interiors, but she chose to keep the installation as it was at the time. At that point, she had only paid half of the price. We deducted the price of the hamper from the original price. When the invoice was sent to her, she said she wasn't satisfied with the work and would not submit the remaining payment.</p> <p>In the design that Ms. Bermudez finally chose, doors were not included, but she claims they were and that we didn't install them. Installation of the design that did include the doors was offered and rejected by her.</p>
		<p>Laundry</p> <p>Malamine with silver hardware</p> <p>Backing included.</p> <p>Wood top</p>	\$1,100.00	<p>The installed piece was not as agreed upon and needs to be removed.</p>	<p>A design was presented to Ms. Bermudez for approval. Based on this design, the water heater in her home would have to be replaced before the installation of the laundry, since the original heater was too large. Ms. Bermudez agreed to pay to have it replaced with a smaller one, a charge listed on INVOICE #4 – CONSTRUCTION. The replacement was completed, but there were pipes left outside of the walls that we couldn't remove, which was explained to her. After the heater had been installed and before starting with the installation of the laundry, the head of carpentry realized that the installation was not going to be possible based on the original design. At that moment, Ms. Bermudez was given two options: Manzione Interiors could give her a refund, or else a simpler laundry setup could be installed, based on a different design. Ms. Bermudez chose to go ahead with the installation of the simpler setup; she approved the new design on-site and requested that we go ahead with the installation.</p> <p>Ms. Bermudez claims that the work is worth \$600. How Ms. Bermudez arrived at this figure is unclear.</p> <p>Ms. Bermudez's approval and consent for installation based on the simpler design are recorded in a text message she sent to Manzione Interiors:</p>

98	5/10/23	<p>Wallpaper master bathroom</p> <p>All bathroom walls</p> <p>Spectacular</p> <p>Reversible</p> <p>Quantity 35</p>	\$525.00	<p>The wallpaper was poorly installed and is falling off.</p> <p>The client approved a different amount.</p>	<p>We had originally installed wallpaper in the master bathroom, but it did not meet Ms. Bermudez's satisfaction. She sent a video showing the issues with the wallpaper installation. To fix these issues, we sent a team at no additional cost. After the team finished fixing the issue, Ms. Bermudez approved the final installation. We were not informed of any further problems with the wallpaper after that point. It was only upon receiving the invoice that Ms. Bermudez made further claims about the quality of the installation.</p> <p>It is true that a different price was originally agreed upon. However, after the installation, Ms. Bermudez sent a text message requesting more wallpaper to be installed. This request was also made in a phone conversation. In the text message, she reminded us to submit the purchase of the additional materials needed. The text messages also state her wish for further installation to be completed.</p> <p>It seems as if Ms. Bermudez expected that if more material and additional services were required for her to be satisfied with the work, these would be provided free of charge. This assumption not only contradicts common sense but also ignores the stipulations under the agreement signed between us and herself.</p>
		<p>Wallpaper living room</p> <p>Three walls on the side of the living room</p> <p>Hammersmith</p> <p>Reversible</p>	\$525.00	<p>Approved and paid 30 panels. The client approved another amount.</p>	<p>Ms. Bermudez approved 30 panels/yards of wallpaper for the living room area but later requested additional columns to be wallpapered, which required the purchase of 5 additional panels/yards. In the text messaging history between Ms. Bermudez and us, she clearly requested that more panels be ordered.</p> <p>According to the signed agreement between us and Ms. Bermudez, any costs in addition to the preliminary budget are nonrefundable and invoiced separately. Ms. Bermudez signed these agreements:</p>

		<p>Installation of all areas already installed, entry hallway its not included in this proposal</p>	<p>\$2,730.00</p>	<p>The cost of installation was not approved and was rejected, but the designer proceeded without client approval.</p> <p>Ms. Bermudez received an email from us stating that the cost of the wallpaper installation had not been included in the proposal. However, she replied with a signed document approving the proposal. Therefore, the claim that we proceeded without client approval is unfounded.</p> <p>The final invoice included the additional 5 panels for the living room wallpaper and the installation, which had not yet been invoiced. At this point, Ms. Bermudez claimed that she had not approved of the wallpaper installation and refused to pay the invoice.</p> <p>It is important to note that Ms. Bermudez oversaw the wallpaper installation herself, which constitutes tacit approval of their work. We have videos of her admitting her workers into her home and overseeing the installation. In fact, in the days preceding the date of installation, Ms. Bermudez sent text messages repeatedly asking us when the workers were going to show up to complete the work. After much back and forth, Ms. Bermudez chose a date and was aware that Ms. Manzione would not be able to attend the installation.</p> <p>When the work was completed, she sent enthusiastic text messages expressing her satisfaction with the work done:</p>	<p>Ms. Bermudez received an email from us stating that the cost of the wallpaper installation had not been included in the proposal. However, she replied with a signed document approving the proposal. Therefore, the claim that we proceeded without client approval is unfounded.</p> <p>The final invoice included the additional 5 panels for the living room wallpaper and the installation, which had not yet been invoiced. At this point, Ms. Bermudez claimed that she had not approved of the wallpaper installation and refused to pay the invoice.</p> <p>It is important to note that Ms. Bermudez oversaw the wallpaper installation herself, which constitutes tacit approval of their work. We have videos of her admitting her workers into her home and overseeing the installation. In fact, in the days preceding the date of installation, Ms. Bermudez sent text messages repeatedly asking us when the workers were going to show up to complete the work. After much back and forth, Ms. Bermudez chose a date and was aware that Ms. Manzione would not be able to attend the installation.</p> <p>When the work was completed, she sent enthusiastic text messages expressing her satisfaction with the work done:</p>
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3	3/1/23	Bathroom #1 - bathroom #2 Paint & regROUT	\$10,304.00	Paint & RegROUT was charged in other items of the invoice. The designer is not charging twice.***	<p>Among the points listed in the invoice that Ms. Bermudez signed are the following:</p> <p>RegROUTing the unit as a whole</p> <p>RegROUTing bathrooms 1 and 2</p> <p>RegROUTing the master bathroom</p> <p>The claim that there is a double charge assumes that, since the bathrooms are part of the unit, Ms. Bermudez is being charged twice for having them regROUTed. This claim is untrue. RegROUTing was separated into more than one point because the regROUTing would be different in the bathrooms than in the rest of the unit. In addition, using the words “unit as a whole” was preferable to listing all the areas that were not either the master bathroom, bathroom 1, or bathroom 2. All of this was explained to Ms. Bermudez. She was reassured that she would not be charged twice for regROUTing the same area. The invoice was explained to her via phone point by point on several occasions before she signed.</p> <p>If Ms. Bermudez had requested it, we would have provided another copy of the price breakdown for all the points of the invoice having to do with regROUTing. We would have also provided a final point-by-point explanation if Ms. Bermudez had requested one. However, Ms. Bermudez claimed and seemed to understand the invoice when it came time to sign her approval.</p> <p>In conclusion, the existence of the signed agreement is sufficient proof of Ms. Bermudez’s obligation to pay the invoice.</p> <p>Ms. Bermudez makes the same claim about the points that cover painting of the bathrooms and unit. Again, (a)the price breakdown was clear and explained to her point by point, (b) she was reassured that she would not be charged twice for painting any areas, and ©she signed the final invoice.</p> <p>It should also be noted that Ms. Bermudez did not object to making the first two (out of a total of three) installments originally agreed upon. Only when it came time to pay the final installment did Ms. Bermudez raise her objections.</p>
		Master bathroom Paint & regROUT	\$7,650.00	Same as above	Same as above

		<p>Water heater</p> <p>Removal of existing water heater and replace with new titan unit. Includes:</p> <p>-Electrical work and new titan unit</p>	\$3,950.00	Poor installation. Needs to be removed and reinstalled.	<p>We had not heard of any problems with the water heater installation until after Ms. Bermudez received the final invoice. In fact, she claimed to be satisfied with it. We cannot be denied payment based on “poor installation” even if there are currently problems affecting the performance of the water heater, unless it can be determined with certainty that the problems were caused by the installation. This is because Ms. Bermudez did not call attention to the issue, if indeed there is one, at the time she noticed it; therefore, we cannot ascertain whether the cause was our own/our workers’ negligence or one of any number of potential problems that could have arisen since that time and which could very well have nothing to do with us or any of our contractors.</p> <p>The complaint was not mentioned in any correspondence exchanged between us and her.</p>
		<p>Balcony floors</p> <p>Balcony floors:</p> <p>-Painting of balcony floor with epoxy paint</p>	\$2,800.00	It was not painted with epoxy but with poor-quality painting.	<p>The balcony floors of Ms. Bermudez’s unit were painted with a different epoxy paint than was initially agreed upon. The original paint could not be used because the Homeowners’ Association of her apartment complex forbade its use. When we found out that the paint Ms. Bermudez was expecting could not be used, she was told she could eliminate the item from the invoice. However, the Homeowners Association allowed another epoxy paint, and Ms. Bermudez insisted on using it.</p> <p>If Ms. Bermudez found the quality of the paint to be lacking at the time, she nevertheless chose to use it. If she noticed the low quality of the paint only in retrospect, that also does not change the fact that she chose it at the time.</p> <p>Moreover, even if Ms. Bermudez had not been the one to make the final choice of paint for the balcony, the paint ultimately used was still epoxy and therefore fits the description of the service in the signed invoice: “Painting of balcony floor with epoxy paint.” This means that Ms. Bermudez is not only responsible for the choice of paint finally used but is also bound by the agreement regardless.</p> <p>Incidentally, there are several text messages from Ms. Bermudez expressing satisfaction with both the type of paint that was ultimately used and the choice of colors.</p>
		New flooring on den area	\$750.00	Tile installed different to pre-existing tile. Needs to be removed or covered.	<p>This constitutes point # 22 on INVOICE # 4 CONSTRUCTION. Two different options were provided for her, and she approved the less expensive one, which was the option to remove the unlevelled floor and install a new one in the den area. In several parts of our conversations, which are recorded, it was stated that we were not going to be able to find the same exact tiles as the pre-existing tiles, which is the reason why we had offered her two separate options, none of which included tiles exactly like the pre-existing ones. Based on our conversations, she had approved of the tiles most closely resembling the pre-existing tiles.</p>

86	4/20/23	INVOICE #10a - EXTRA	\$2,693.29	Invoice not approved by client. Client purchased items herself.	<p>All points in this invoice were approved in several different text conversations:</p> <p>Point # 1 - Master Bedroom Area Rug:</p> <p>This rug was approved and delivered to her apartment. Later, it was discovered that a rug had already been purchased, and we were requested to return the item. Recordings and texts can be provided upon request.</p> <p>The cost of picking up and reshipping the item was \$100.00.</p> <p>Point # 2 - Den Area Rug</p> <p>Different options were sent via text message, with proof of approval attached. The item has been kept and used, with proof of delivery. If the items had not been approved, they should have been returned.</p> <p>Point # 4</p> <p>An original receipt for one sofa and one accent chair was approved, with a total cost of \$2,458.86 (attached below). After delivery, the chair was kept and the sofa returned for store credit at El Dorado Furniture. The account belongs to us, but the entire credit was used to purchase various items without our approval. A total of \$650.07 was returned to our account, but the remaining \$1808.79 has not been paid back. Proof of purchases and deliveries made without permission can be provided upon request.</p> <p>Point # 5</p>
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75	1/30/23	<p>Bmo-yasmin-dt/OWH-43" - yasmin dining table, off white</p> <p>Lacquer with glass</p>	\$1,718.00	Dining table delivered broken to client. Client had to buy new one.	<p>The final invoice sent to the client for payment was signed and approved via email and verbally by Ms. Bermudez. The signed agreements clearly state that the Interior Designer does not guarantee the fitness or merchantability of any items, materials, or supplies and does not provide a warranty for any functionality, use, damage, defect, wear or fading of any items, materials, or supplies purchased for the Client's Project.</p> <p>HABITUS furniture delivered the items on Tuesday, December 13, 2022. The boxes were left at the house unopened and untouched (pictures can be provided upon request). The furniture pieces were not assembled due to building inconveniences that delayed delivery. When the installers delivered all items, they were asked to leave by security due to building hours of operation. They were fully booked until Tuesday, December 20, 2022. Ms. Bermudez decided not to wait and opened and assembled all the furniture herself.</p> <p>She later sent pictures to us on December 16, 2022, stating that the table base was broken. These pictures were sent to the furniture store's warranty team, but unfortunately, the warranty policies do not cover items opened by the client. Additionally, the furniture store claims that the table was fully assembled when pictures were sent to the warranty team and that there was no logical reason to assemble a broken furniture piece. We tried to help by providing different options, but none were satisfactory to Ms. Bermudez. The delivery was done on Tuesday, December 13, 2022.</p>
		Delivery and installation	\$249.00	Same as Above	Same as Above
1	9/21/22	<p>Interior design proposal</p> <p>Phase #1: includes the following services</p> <p>A) prepare detailed designs for the refurbishment of</p> <p>Lavivienda</p> <p>(Plan\$ of furniture, elevations and details in areas</p> <p>Necessary for construction based on the design</p> <p>Proposed, if necessary lighting plan)</p>	\$4,000.00	Designer charged for plans, designs, etc; however, designer never delivered any plans or designs.	<p>All necessary designs and documents were shared with Ms. Bermudez to make informed construction decisions. Details, designs, drawings, and construction decisions were prepared and discussed with contractors as well, as they must follow design decisions outlined in the detail drawings. Contractors do not proceed with any work without explicit instructions and details from the designer, approved by the client. This information is part of the digital folder that can be delivered upon request, as stated in the signed contract.</p> <p>It is unclear what additional materials Ms. Bermudez may have been expecting beyond what was provided. However, it is important to note that all materials that were agreed upon and necessary for the project were delivered. The designer has been transparent and professional throughout the project.</p>
		<p>Contracts</p> <p>To begin the proposal of interior design must be</p> <p>Formalize the design by signing A contract</p> <p>The contract will be sent once this proposal is</p> <p>Signed and approved.</p>	N/A	Agreement not delivered to client for approval.	Due to the project's time constraints, the final agreement was not forwarded to the client. This approach was taken to ensure that Manzione Interiors could more effectively address the various concerns raised by Ms. Bermudez, particularly given the non-receipt of her payments.

		<p>Interior design fees</p> <p>The purchase of materials, luminaires, and furniture of the</p> <p>Project based on the design previously approved the work</p> <p>You will have A fee of 10% design fee on each</p> <p>Invoice.</p> <p>2 to complete phase #1 of the design proposal</p> <p>Interiors, A deposit of \$ 2,000.00 must be made</p>	N/A	Digital folder not delivered to client.	<p>Digital folder not delivered to client.</p> <p>The following is stipulated:</p> <p>“...if required, all documents previously elaborated for the execution of Phase #1 will be provided digitally.”</p> <p>However, no request for these files has been made by Ms. Bermudez. Should she choose to make such a request via email, we will promptly provide them.</p>
		<p>8) if all documents are required previously</p> <p>Elaborated for the execution of phase #1, the</p> <p>Client in A digital folder</p>			