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

ROBERT BEYER,

Case No.:

Plaintiff,

v.

NIKKI LEVY INTERIORS, LLC,

Defendants.

COMPLAINT

Plaintiff Robert Beyer (“Plaintiff”)<sup>1</sup>, in proper person, hereby brings this action against Defendant NIKKI LEVY INTERIORS, LLC (“NLI” or “Defendant”) and states as follows:

**JURISDICTION, PARTIES AND VENUE**

1. This is an action for damages against Defendant in an amount in excess of \$30,000.00, exclusive of interest, fees and costs.
2. Plaintiff, an individual, is a Florida resident residing at all times relevant herein in Palm Beach County.
3. NLI is a Florida limited liability company which has done and continues to do business in Palm Beach County, Florida.
4. Venue is proper in this county in that the cause of action accrued in Palm Beach County, and Defendant does business in Palm Beach County, Florida.
5. All conditions precedent for Plaintiff to bring this action have been performed.

<sup>1</sup> Plaintiff is a member in good standing with the State of Nevada Bar

### GENERAL FACTUAL ALLEGATIONS

6. NLI is an interior design firm located in Boca Raton, Palm Beach County.
7. In January 2020, Plaintiff entered into an agreement construct a new home (the “Beyer Home”) in a community commonly known as “Boca Bridges”.
8. Soon thereafter, Plaintiff, and his spouse, Sandra Beyer, had initial conversations with NLI and its representatives, to discuss engaging NLI to design the interiors of the Beyer Home.

### THE AGREEMENT

9. On or about February 3, 2020, Plaintiff entered into NLI’s Interior Design Agreement – Residential (the “Agreement”) with NLI pursuant to which NLI agreed, *inter alia*, to attend various pre-construction meetings and to design the interiors of the Beyer Home.
10. Pursuant to the Agreement, Beyer promptly paid at \$15,435.00 as an initial engagement fee (“Initial Engagement Fee”).
11. In addition to the Initial Engagement Fee, NLI charges a 25% Fee on “Decorative and Products” (although the term Decorative Products is not defined in the Agreement, examples of such items include: furniture, lighting fixtures, plumbing fixtures, flooring, cabinetry, countertops, faux paint, drapery, accessories, rugs, kitchens. (no fees are charged on kitchen and laundry appliances), and a fee of 12.5% on the amount of “Contracted Services” with examples that include paint and painting services (excluding the cost of faux paint, as this is covered above); wood stains and re-staining services; installation services for tile work; the fabrication and installation of countertops, and other construction related services...”

12. The Agreement states that NLI has chosen a percentage-based fee arrangement, rather than a time-based fee arrangement, because “Client's project is a creative and collaborative process with Client and third parties, and NLI has found that it does not want to be constrained by time in this creative and collaborative process. NLI wants to dedicate as much time as is needed without restrictions.

13. NLI fails to mention that it will ignore the directives of the Client and choose Decorative Products and Contracted Services that have exorbitant prices so that its fee is higher.

14. The Agreement also details the “Purchasing Process” as follows: (a) NLI will forward the vendors quotation sheets for all products and services proposed as part of the design concept prior to ordering and (b) the approved quotation sheets will be processed only after client approval (and any applicable deposits).

15. Even though the Agreement specifically calls out the Purchasing Process, in the case of the Beyer Home, NLI refused to forward any vendor quotation sheets under the guise that the vendors didn't want their identities known until after the fees have been paid and the items installed.

16. NLI would only allow Plaintiff to examine invoices in clandestine private meetings.

17. It is unknown whether the invoices displayed to Plaintiff were the actual invoices because NLI refused to provide an accounting even after counsel NLI retained.

18. Further, NLI did not process the approved quotation sheets after client approval only. In fact, NLI processed orders despite the specific direction of priority of Plaintiff in writing and then demanded payment therefor while withholding other Decorative Products duly paid for.

19. NLI's disregard of its own Purchasing Process and Agreement extended to the Contracted Services as well.

20. Regarding the Contracted Services, the Agreement contained a related provision in section 2 which states:

“HIRING CONTRACTORS. Client understands that as part of any Design Services, they may need the services of third-party contractors (including without limitation, installers, plumbers, electricians, construction workers, etc.). In such cases, Client must contract with all contractors for their services and directly pay the contractors for their services. While NLI may recommend a contractor, it is Client's sole responsibility for the ultimate selection of each contractor.”

21. Despite this language, not only did NLI communicate with various contractors regarding the Beyer Home exclusively and without the participation of Plaintiff, NLI concealed their identity.

22. NLI would submit invoices for the proposed work without any information that would identify the contractors essentially issuing bids themselves engaging in the practice of a certified building contractor in violation of Florida Statutes.

23. NLI refused to provide detailed information regarding any of its proposed designs ultimately telling Plaintiff that what it would be receiving for the stated amount would be the design proposed in the “picture” with the implication that the costs of the component parts and the details of the work to be performed were nothing to worry about.

24. NLI never discussed or submitted contracts from its subcontractors for Plaintiff to enter directly.

25. Contrary to the language of the Agreement, the vendors were dealt with in the opposite manner. NLI refused to disclose the identity of its vendors and required that all dealings would proceed through NLI.

26. The terms of the Agreement had no relevance to how NLI worked in practice. The Agreement is a better example of how matters should have worked but didn't.

27. Unsuspecting clients would have no reason at the time of execution that NLI had no intention of abiding by their own Agreement.

28. Notwithstanding Plaintiff's prompt payment, it soon became apparent that Plaintiff's project was not a priority for NLI as the delays began.

29. Despite having executed an agreement for the Beyer Home in early February, Plaintiff did not receive an initial rendering of just approximately 10% of the Beyer Home until September 21, 2020, more than 7 months after execution of the Agreement.

30. In each subsequent meeting regarding the Beyer Home between Plaintiff and NLI, it was evident that Levy had never seen the designs but had delegated the design work to more less experienced members of her team.

31. The warning signs continued as each subsequent area designed by NLI was presented.

32. NLI presented to Plaintiff an invoice purportedly from the wood flooring provider. It contained just a lump sum for the purchase of the wood and lump sum for the install.

33. When Plaintiff asked to know how the lump sum for the wood purchase was calculated, NLI was unable to provide any information. NLI didn't know the cost of a unit or square foot of the wood it proposed to obtain for Plaintiff cost or how many square feet of wood

Plaintiff needed to purchase. What's worse, it took NLI weeks to provide this information to Plaintiff.

34. Even the designs that NLI did provide to Plaintiff had numerous faults such that they were unusable in the Beyer Home itself.

35. The dimensions of the wall unit and couch designed for the family room didn't work with the dimensions of the room.

36. The solution presented by NLI for the ventilation hood in the kitchen exceeded a cost of \$10,000.00, with NLI having the gall to imply that her clients typically want commercial grade ventilation systems in their home.

37. Fourteen months into the execution of the Agreement, NLI hadn't designed more than 50% of the Beyer Home.

38. To date, NLI has failed to fully design the Beyer Home.

39. Despite these mishaps, under pressure to have at least some furnishings when the Beyer Home would be completed and having spent so much time and money with NLI, Plaintiff proceeded forward with items presented by NLI and made payments totaling \$115,000.00.

40. As stated above, NLI has failed to provide an accounting of where such monies were paid to.

41. Upon information and belief, NLI has wrongfully retained the monies for their own use.

42. NLI refused to pay for the install of the wood floor despite Plaintiff having paid funds sufficient to cover such cost.

43. NLI refused to deliver the wallpaper for which Plaintiff had paid in full.

**COUNT I - BREACH OF CONTRACT**

44. Plaintiff readopts and realleges all the allegations contained in Paragraph 1-43.
45. Plaintiff and NLI entered into the Agreement.
46. Plaintiff performed as required under the Agreement.
47. NLI failed to follow the Purchasing Process detailed in the Agreement.
48. NLI failed to deliver to Plaintiff the Decorative Products paid for by Plaintiff.
49. NLI failed to deliver designs for elements in the Beyer Home that could be implemented.
50. NLI failed to follow the contractual provisions regarding the hiring of contractors as mandated by section 2 of the Agreement.
51. As a result of NLI's breaches of the Agreement, Plaintiff has suffered damages.
52. Pursuant to the terms of the Agreement, Plaintiff is entitled to recover its attorneys' fees and costs.

**COUNT II - CONVERSION**

53. Plaintiff readopts and realleges all the allegations contained in Paragraphs 1 through 52.
54. Plaintiff has paid Defendant substantial sums under the Agreement for specified goods that Plaintiff has not received or has returned.
55. Defendant has failed to return the monies paid or fees earned on such goods, and as such, it would be inequitable for the defendant to retain the benefit without returning monies paid but not earned.
56. As a result of NLI's breaches of the Agreement, Plaintiff has suffered damages.

57. Pursuant to the terms of the Agreement, Plaintiff is entitled to recover its attorneys' fees and costs.

**COUNT III - BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING**

58. Plaintiff readopts and realleges all the allegations contained in Paragraphs 1 through 57.

59. Plaintiff and Defendant are parties to a written contract – the Agreement:

60. Defendant's performance under the Agreement was so delayed and so error-filled that Plaintiff failed to receive the benefits of the Agreement.

61. Defendant has failed to discharge its obligations under the Agreement frustrating in its entirety, the Agreement's purpose.

62. As a result, Plaintiff has suffered damages.

63. Pursuant to the terms of the Agreement, Plaintiff is entitled to recover its attorneys' fees and costs.

**COUNT IV - CONVERSION**

64. Plaintiff readopts and realleges all the allegations contained in Paragraphs 1 through 63.

65. This is a cause of action for conversion.

66. Plaintiff duly paid for certain Decorative Products delivered to NLI.

67. NLI has refused to deliver the Decorative Products to Plaintiff exercise such dominion and control of the items such that Plaintiff has had to acquire wallpaper elsewhere.

68. NLI's interference with Plaintiff's rights is absolute and thus serious to justify the payment of full value to Plaintiff.



WHEREFORE, Plaintiff requests that this Court enter an Order for the following:

- a. Monetary damages as a result of NLI's breach of the Agreement;
- b. Prejudgment interest;
- c. Attorneys fees and costs; and
- d. such other relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury.

DATED: August 11, 2021

Respectfully submitted,

/s/ Robert Beyer

Plaintiff

8230 210<sup>th</sup> St. South, Suite 2

Boca Raton, FL 33433

Telephone No. 561-725-7120

E-mail: rb@stayablesuites.com



## Interior Design Agreement - Residential

Project Name: BEYER HOME

Start Date: 01/2020

End Date: 9/2020

**Project Scope:**

Attend selections meetings and walk throughs with GL Homes and Client

Attend electrical planning and permitting meetings with GL Homes and Client

Design the interiors of the home, including the fixtures, fittings, drapery, furniture, wall coverings, floor coverings, custom wall units and accessories

Project Address: LOT 312 BOCA BRIDGES

**Fees:**

**Initial Engagement Fee: \$15,435.00**

Attend selections meetings and walk throughs with GL Homes and Client

Attend electrical planning and permitting meetings with GL Homes and Client

Design the interiors of the home, including the fixtures, fittings, drapery, furniture, wall coverings, floor coverings, custom wall units and accessories

- Adding the Client's project to NLI's scheduling system and timeline,
- Internal NLI project organization and development for Client,
- Contacting NLI vendors to allocate resources to Client's project, and
- Begin ordering samples.

See FAQ and below for more details.

**25% Fee on Decorative and Products**

**12.5% Fee on Contracted Services**

See FAQ and below for more details.

The FAQ on Exhibit A to this agreement is incorporated into this agreement for all purposes.

This agreement is between the client signing below (**Client**) and Nikki Levy Interiors, LLC, a Florida limited liability company (**NLI**), and is dated as of the date of last signature below. NLI agrees to provide design services (**Design Services**) to Client as described in this agreement, the FAQ and any future orders. All orders are governed by the terms of this agreement.

1. **FEES.** The fees payable to NLI for the Design Services are detailed above, in the FAQ and any future order. Client must pay amounts invoiced by NLI plus applicable taxes within 10 calendar days following the invoice date.

- No Design Services will begin until the Initial Engagement Fee has been paid.

2. **HIRING CONTRACTORS.** Client understands that as part of any Design Services, they may need the services of third-party contractors (including without limitation, installers, plumbers,

electricians, construction workers, etc). In such cases, Client must contract with all contractors for their services and directly pay the contractors for their services.

- NLI is not responsible for the performance, quality or timely completion of work or materials provided by contractors.
- While NLI may recommend a contractor, it is Client's sole responsibility for the ultimate selection of each contractor.

3. **TERM AND TERMINATION.**

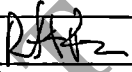
- **Master Agreement and Termination for Convenience.** This agreement is a master agreement and will continue in effect until the sooner of the End Date above (unless extended under a future order), or until either party terminates this agreement or all orders, or both, for its convenience.
- **Termination for Breach.** In addition, either party may immediately terminate this agreement and all orders if the other party breaches any term of this agreement or any order

(including without limitation, for the nonpayment of any fees owed to NLI) and does not cure such breach within a 5-day written (including email) cure period.

- **Upon Termination.** Upon termination for any reason, Client must immediately pay NLI for unpaid amounts. NLI is entitled to the reimbursement of its attorney's fees/costs and other collection costs resulting from any collection efforts for unpaid fees.
4. **OWNERSHIP OF DESIGNS WORKS.** NLI owns all right, title and interest in all design works (including without limitation 3D renderings) created by NLI under this agreement, including all intellectual property rights embodied in the work. The design works are licensed to Client as follows: NLI hereby grants Client a perpetual, license to use, reproduce and modify such designs for each project under this agreement; provided that, these design works may only be used for the purchase of products and services that are subject to fees payable to NLI (including without limitation, if NLI provides the blueprint for the kitchen design and the Client uses a kitchen cabinet contractor that is subject to a fee under this agreement). For the avoidance of doubt, this license and restriction survives termination of this agreement.
5. **DISCLAIMER AND LIMIT ON LIABILITY.** NLI disclaims all express and implied warranties regarding its Design Services, including the implied warranties of merchantability and fitness for a particular purpose. NLI is not liable for any consequential, special, incidental, or indirect damages arising out of or related to this agreement (even if it has been advised of the possibility of such loss or damage). NLI's total liability arising out of or related to this agreement is limited to the amount paid by Client to NLI in the 6-month period prior to the event which gave rise to the claim.
6. **OTHER TERMS.**
- a. **Law and Location.** This agreement is governed by the laws of the State of Florida (without regard to conflicts of law principles) for any dispute between the parties or relating in

any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the federal or state courts for Palm Beach County, FL, and Client submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

- b. **Independent Contractors.** All of the services performed by NLI will be performed as an independent contractor.
- c. **Enforceability.** If any provision of this agreement is held to be unenforceable, the remaining provisions will remain enforceable.
- d. **No Waiver and Force Majeure.** No failure by either party in exercising any right will operate as a waiver. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, including without limitation, construction permits, delays in the shipment or delivery of any item.
- e. **No Assignment.** Neither party may assign or transfer this agreement to any third party.
- f. **Entire Agreement and Changes.** This agreement and each order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No representation, promise or inducement not included in this agreement is binding. Any amendment or change must be in a writing of the parties. If there is a conflict between the terms of an order and this agreement, the order prevails.
- g. **Vendor Use Restrictions.** NLI expends significant resources and time in selecting and nurturing its third-party contractors and vendors. Ensuring these contractors and vendors are available to our current and future clients is critical to our business. As a result, Client may not use any such contractor or vendor other than under this agreement, and may not share their contact information with any third parties (even if their information is publicly available).

Robert Boyer and Sandra Beyer <b>(Client)</b>	<b>Nikki Levy Interiors, LLC</b>
Signature: 	Signature:
Printed Name: Robert Boyer	Printed Name:
Title:	Title:
Date: 02/03/20	Date:
Email Address: rsbeyer@me.com	Email Address:
Address: 8278 BANPO BRIDGE WAY DELRAY BEACH FL 33446	Address:

## Exhibit A

### FAQ

- **What is the Initial 'Engagement Fee' for?**
  - *Includes:*
    - Adding the Client's project to NLI's scheduling system and timeline,
    - Internal NLI project organization, design and development for Client,
    - Contacting NLI vendors to allocate resources to Client's project, and
    - Begin ordering samples.
  - This fee is due when you sign the interior design agreement and with any new order which includes an Initial Engagement Fee.
  - This fee is nonrefundable, because as soon as NLI signs this agreement NLI starts: scheduling, adding items to timelines, internal development of concepts and design schemes, contacting vendors, ordering samples, and turning away other potential Clients (based on our workload).
- **What is the fee based on 'Decorative and Products'?**
  - Often NLI receives a *Trade Discount*, which is passed on to Client.
    - However, in some cases, the right selection is only available at retail price. In this case, NLI's fee will be based on the retail price. NLI's fee is always based on what Client pays for the item (whether discounted or retail). All discounts or rebates are passed on to Client.
  - *Examples (without limitation) of chargeable items:* furniture, lighting fixtures, plumbing fixtures, flooring, cabinetry, countertops, faux paint, drapery, accessories, rugs, kitchens (no fees are charged on kitchen and laundry appliances).
- **What is the percentage fee based on 'Contracted Services'?**
  - Typically, services are contracted for Client as part of a project.
    - *Examples (without limitation) of chargeable services:* paint and painting services (excluding the cost of faux paint, as this is covered above); wood stains and re-staining services; installation services for tile work; the fabrication and installation of countertops, and other construction related services (unless listed below).
- **Why does NLI charge a percentage-based design fee, and not a time-based fee?**
  - Client's project is a creative and collaborative process with Client and third parties, and NLI has found that it does not want to be constrained by time in this creative and collaborative process.
  - NLI wants to dedicate as much time as is needed without restrictions.
- **What if Client pays the vendor directly for the product or service?**
  - NLI will separately invoice you for our fee, *at the same time as you pay for the product or service.*
    - The NLI fee is due upfront on the full invoice value, irrespective of your payment terms with the vendor.
  - As Client purchases the products or services directly from each vendor (including without limitation, furniture, drapery, fixtures and fittings) NLI is not responsible for these products or services, or any warranty claims or their performance.
  - NLI requests that Client pays all vendors within the contracted time periods.
    - These vendors may have other business opportunities, and NLI wants to make sure they are available to NLI clients in the future.
- **Does Client have to pay a fee on *all* items purchased for the project?**
  - Client is hiring NLI because of its advice and design scheme for the project.
  - Every item that is brought into the physical space that is subject to the project (whether we source or Client sources the item) affects the overall result and is directly or indirectly based on the design scheme and NLI services.
    - *Example:* If Client looks online and finds a similar chair to a chair NLI suggested or consistent with the design scheme, then that item if purchased directly by Client is still subject to a Fee by NLI.
    - The idea behind this is that we will work together and separately on the execution of the design concepts and ideas.

- **Is there a 3D Rendering Fee?**
    - Generally, no.
      - NLI provides a unique service by providing *for no additional fee* an initial set of 3D renderings of no more than 5 separate spaces, and all areas that have a built in or custom cabinetry space.
        - Only 1 significant design change and 2 small changes are included per room/space.
        - Any additional 3D rendering services are subject to a \$175 hourly fee.
  - **Freight and Delivery Fees.**
    - This is vendor dependent, but if there is a freight or delivery fee it is usually specified on the invoice when you make the purchase.
      - *For example*, when it is product and weight dependent (sheer fabric vs leather drapery, the weight of the fabric cannot be determined at the time of purchase).
    - NLI does not charge our fee on delivery and freight, and NLI does not markup that fee.
    - Client is responsible for the payment of all freight and delivery fees (irrespective of when it is charged).
    - NLI does have some relationships where the vendor does not charge or discounts the freight and delivery fee, and in those cases NLI passes this benefit on to the client.
    - Freight and Delivery does not include setup fees. These are additional fees and typically run approximately \$90/hour.
  - **Returns.**
    - Returns are based on the policies of the vendor from which you purchased the product or service. NLI has no ability to change or modify these policies.
    - As you know, all custom orders placed with vendors are typically non-returnable.
    - The NLI fee for decorative and products is not credited on returns of merchandise to a vendor.
  - **The Purchasing Process.**
    - NLI will forward the vendors quotation sheets for all products and services proposed as part of the design concept prior to ordering.
    - The approved quotation sheets will be processed only after client approval (and any applicable deposits).
  - **Are there additional reimbursable expenses?**
    - Generally, there are no addition reimbursable fees, however NLI must be reimbursed for: strike offs (i.e. custom samples), governmental fees (such as county architectural layout fees) and any additional marketing or presentation materials.
  - **NLI Social Media Marketing**
    - NLI is proud of its work and shares that on social media. If you do not want NLI to share any photos of your spaces please send us an opt out email to: [accounts@nikkilevyinteriors.com](mailto:accounts@nikkilevyinteriors.com)
  - **Who do I contact for billing, invoicing or contract questions?**
    - Please send an email to: [accounts@nikkilevyinteriors.com](mailto:accounts@nikkilevyinteriors.com) Someone will promptly respond to you.
- 

#### **Our View of the World:**

We are all working together as a team: NLI, Client, contractors and vendors.

We all have the same goal of making a beautiful space for you, and to achieve this we need a way to work together.

There will be challenges along the way, and we will need to communicate to resolve these.

When they do, we **must** all act in a courteous and respectful manner. We are looking forward to working with you on this project!