

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

AARON JUDGE and SAMANTHA JUDGE,

Plaintiffs,

v.

**Drew Designs, LLC, a Florida Limited
Liability Company, and AMANDA DREW,**

Case No. _____

Defendants.

_____ /

COMPLAINT

Plaintiffs, Aaron Judge and Samantha “Sam” Judge (collectively, the “**Judges**” or “**Plaintiffs**”), sue Defendants, Drew Designs, LLC (“**Drew Designs**”) and Amanda Drew (“**Mrs. Drew**”) (collectively, “**Defendants**”), and allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. Aaron and Sam Judge are individuals, husband and wife, and residents of Hillsborough County, Florida.
2. Defendant Drew Designs is a Florida limited liability company with its principal place of business in Hillsborough County, Florida.
3. Defendant Amanda Drew is an individual and resident of Hillsborough County, Florida.
4. This is an action seeking damages in excess of \$50,000.00, exclusive of fees and costs.

5. This Court has jurisdiction over this matter pursuant to Article V, Section 5 of the Florida Constitution and Section 26.012(2) of the Florida Statutes.

6. Venue is proper in Hillsborough County, Florida because the causes of action alleged herein arose in this county, and Defendants conduct business in this county.

INTRODUCTION

7. In the winter of 2022, Aaron and Sam Judge embarked on a new chapter of their lives after Aaron fulfilled a lifelong dream by securing a long-term contract with the New York Yankees. Eager to establish their family home, the Judges sought assistance with designing renovations and selecting furnishings for a new home in Tampa, where they planned to raise a family, as well as furnishing a new apartment in New York City, where they would spend much of the year. Mrs. Drew offered to assist the Judges, presenting herself as a trusted resource. However, unbeknownst to the Judges at the time, Mrs. Drew's enthusiasm was not driven by a genuine desire to help or earn a fair profit for her business, but by a calculated plan to exploit a couple she assumed would be too busy to notice her overcharges and whom she believed could "afford" to overpay.

8. Mrs. Drew represented to the Judges that she was offering them special "cut-and-dry" pricing that she typically did not extend to others but was willing to provide because they had become "friends." She persuaded the Judges to choose her company over other more established designers in New York and Tampa by making specific representations, including that for the Tampa home, she would "loop everything into one charge" at \$10.00 per square foot and would not charge any additional "% over contractor cost." For furnishings for both the Tampa home and the New York apartment, Mrs. Drew assured the Judges she would charge only the "cost for furniture with no additional markup."

9. Based on Mrs. Drew’s representations, the Judges entered into contracts with her company, Drew Designs, agreeing to pay approximately \$68,000.00 for Mrs. Drew’s services for the Tampa home and \$75,000.00 for her services for the New York apartment. In both contracts, Mrs. Drew explicitly committed to providing “the most enjoyable, transparent design experience possible.” Unfortunately, the Judges’ experience with Mrs. Drew and Drew Designs has been far from transparent or enjoyable.

10. Through significant effort—and despite attempts by Mrs. Drew to obstruct their inquiries—the Judges have now discovered that Mrs. Drew charged them far more than the agreed-upon fees of \$68,000.00 for the Tampa project and \$75,000.00 for the New York project. Contrary to her representations and in clear breach of the contracts, Mrs. Drew charged the Judges egregious hidden “additional markups” on both furniture and contractor services.

11. Despite repeated demands, Mrs. Drew has refused to provide the Judges documents to show her “cost for furniture” and her “contractor cost,” the amounts Mrs. Drew committed to charge them along with the agreed design fee.

12. Nevertheless, and despite Mrs. Drew’s substantial efforts to hide her markups, the Judges have been able to uncover so far hundreds of thousands of dollars in overcharges to which they did not agree and to which Mrs. Drew is not entitled. By this action, the Judges seek to recover from Mrs. Drew and her company, Drew Designs, all amounts Mrs. Drew extracted from the Judges paid in excess of the agreed upon design fees.

GENERAL ALLEGATIONS

Aaron and Sam, and their plan to make Tampa home for their family.

13. Aaron is a professional baseball player who since 2013 has played for the New York Yankees organization, which maintains some front office, minor league, and major league spring training operations, in Tampa, Florida.

14. Aaron first made Tampa his home in 2014 while he was playing for the New York Yankees Class A-Advanced minor league affiliate, the Tampa Yankees.

15. In 2021, Aaron married Sam, with whom he had been in a relationship since high school, including while they both attended Fresno State University.

16. After the 2022 Major League Baseball season, Aaron became a free agent and considered opportunities and offers from other Major League teams. Ultimately, the Judges decided together Aaron would re-sign with the Yankees. In December 2022, Aaron agreed to a long-term contract with the Yankees that would provide stability and financial security for him and his family.

17. With new professional certainty for the foreseeable future, the Judges decided they would begin to build a family.

18. The Judges decided to start that family in Tampa, in large part because Aaron would be able to spend the entire off-season and through spring training, at home with his family.

19. Therefore, in January 2023, the Judges, who had been living in Tampa in a condominium tower, began to search for a single-family home in Tampa that would provide them privacy and a safe environment in which to raise their children.

20. At the same time, the Judges were searching in New York City for a larger apartment home with room for a family to live, and guests to visit, during the baseball season.

The Judges Meet the Drews

21. In early January 2023, the Judges were socially introduced to Mrs. Drew and her husband in Tampa. When the Drews learned the Judges were searching for a new home in Tampa, the Drews represented to the Judges they were in the real estate business and could help the Judges in their search.

22. Mrs. Drew went on to tell the Judges she was a designer who could assist the Judges with any necessary renovations they may want to make to any home they would consider and assist with finishing out and furnishing the home.

23. Ultimately, the Judges decided on a home in a gated community in Tampa, where Mrs. Drew also lived, that would require interior renovations and an addition (the “**Tampa Home**”).

24. Mrs. Drew’s husband offered to negotiate with the sellers of the Tampa Home to maintain the Judges’ anonymity.

The Judges agree to hire Mrs. Drew for the design of renovations and furnishings for the Tampa Home and for furniture designs for the New York Apartment.

25. Once the Judges agreed to the terms Mr. Drew said the sellers of the Tampa Home required to sell, Mrs. Drew moved to come to an agreement with the Judges on the services she would provide in connection with the renovation and interior design for the Tampa Home (the “**Tampa Project**”).

26. On February 13, 2023, Mrs. Drew sent to Sam the below text:

Mandy Drew

If you and Aaron want to jump on a call to we can talk about my pricing - its pretty cut and dry just need to know if you want me to project manage it too!

2/13/23, 2:23 PM

27. During the discussions that followed with Mr. and Sam, to induce the Judges to enter into a contract with Drew Designs, Mrs. Drew explained that she would charge a fee per square foot for the services she would provide to design the renovation of, and interior furnishings and fixtures for, the Judges' Tampa Home.

28. Mrs. Drew also explained that as a professional designer, she has "trade accounts" with many vendors that allows her to buy furniture at a discount, which she stated she would pass on to the Judges.

29. In reliance on Mrs. Drew's representations, the Judges entered into a contract with Mrs. Drew's company, Drew Designs, dated February 15, 2023 (the "**Tampa Agreement**," a copy of which is here attached as **Exhibit A**).

30. The Tampa Agreement expressly defined the scope of the services to be provided by Drew Designs for the Tampa Project, stating Drew Designs "shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings as required." (Tampa Agreement ¶ 1).

31. The Tampa Agreement went on to make clear that the services of Drew Designs "do not include contractor services, landscape design, or architecture." *Id.*

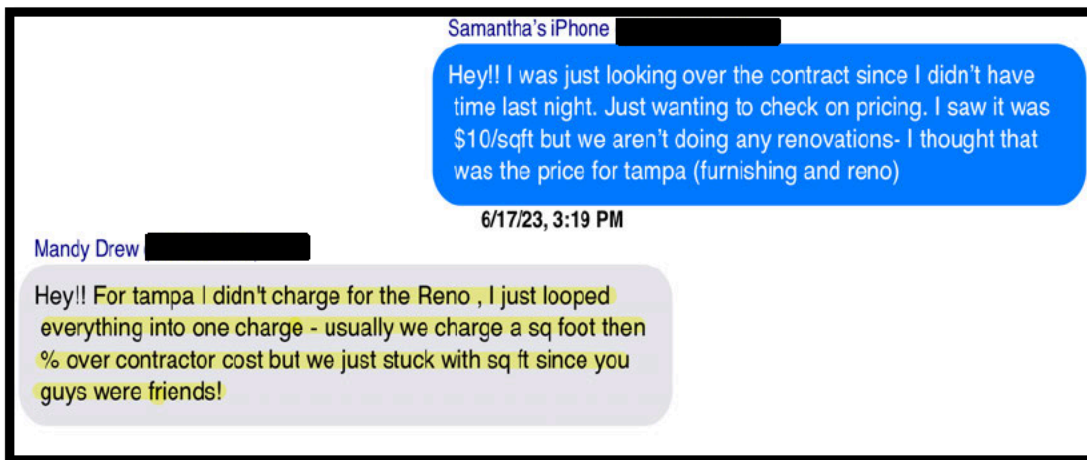
32. The "Fee Schedule" attached to the Tampa Agreement set out the exclusive fees to be charged by Drew Designs and paid by the Judges for the services Drew Designs was to provide for the Tampa Project as follows:

"Renovation/Furniture total cost- 10.00 (sic) per SQ FT-
this includes Renovation Design & Furniture Design"

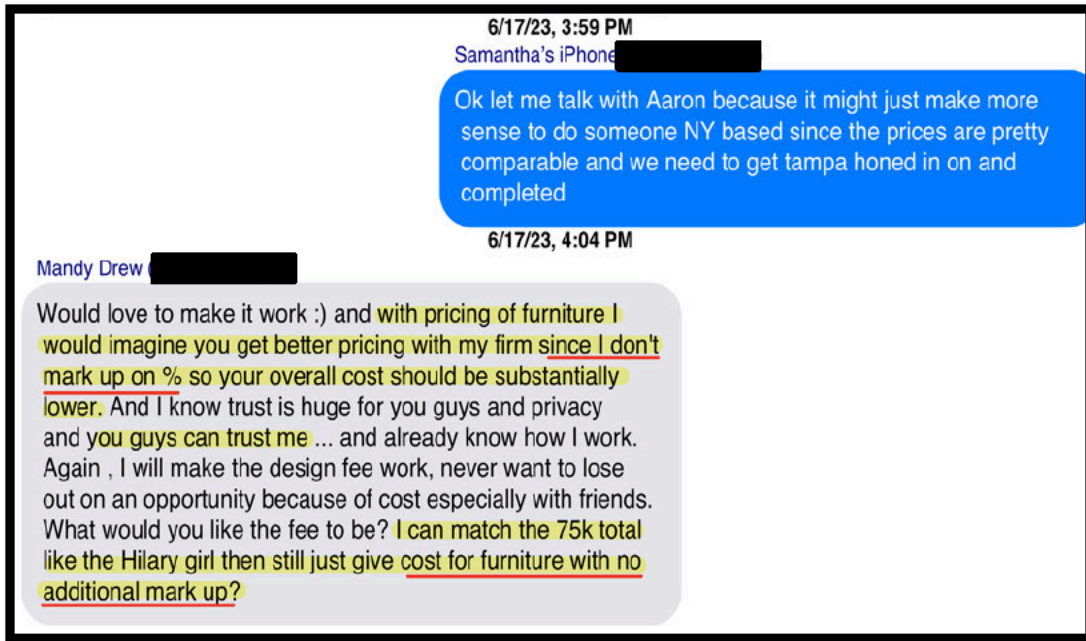
33. Accordingly, the "total cost" to which Mrs. Drew was be entitled from the Judges for the Tampa Project was "[§]10.00 per square foot," and nothing more, which ultimately amounted to approximately \$68,000.00.

34. While the Tampa Project was ongoing, and before the Judges discovered Mrs. Drew had been overcharging them, Mrs. Drew induced the Judges to enter into another agreement “with respect to interior design services to be rendered for” the Judges’ apartment in New York City (the “NY Project”).

35. In doing so, in June 2023, Mrs. Drew confirmed to the Judges that her per square foot pricing for the Tampa Project, includes “everything” to which she was entitled as a fee in connection with renovations. Indeed, Mrs. Drew explicitly represented she did not and would not charge the Judges any amount “over contractor cost” for her renovation services, including in the below text message:



36. As shown in the below text messages, to obtain the NY Project, Mrs. Drew offered to “match” the total fee of \$75,000.00 for the design services that had been offered to the Judges by a local New York designer and represented the total amount the Judges would pay to Mrs. Drew would be less than they would pay the New York designer because the Judges would pay less for furniture ordered through Mrs. Drew:

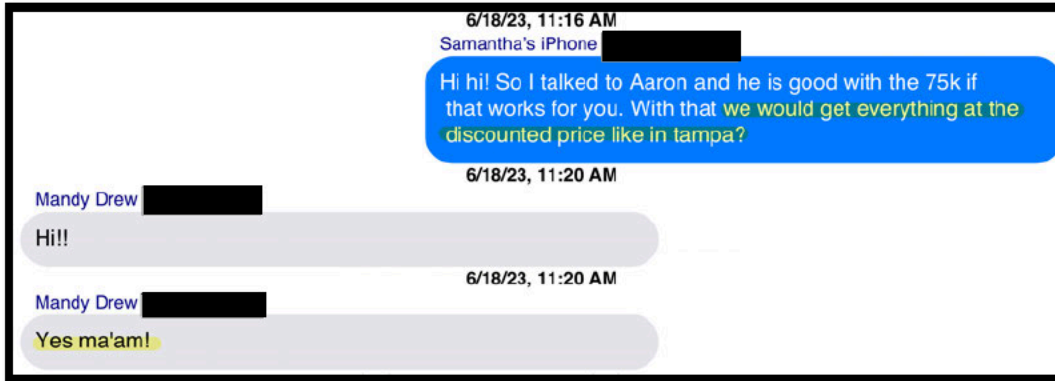


37. Indeed, consistent with her prior representations to the Judges before and during the Tampa Project, Mrs. Drew represented that, unlike other designers, she does not “mark up” her furniture pricing, and instead had charged the Judges for Tampa Project, and would charge the Judges for the NY Project, “**cost for furniture with no additional mark up** (sic).”

38. As an alternative to the flat \$75,000.00 fee for the NY Project, Mrs. Drew offered a different structure under which she would have been entitled to an agreed percentage markup on her cost for furniture. The Judges elected and accepted Mrs. Drew’s proposal for the flat \$75,000.00 fee, rather than the price-per-square foot plus a markup on furniture structure.

39. In doing so, the Judges made sure to clarify that for the \$75,000.00 flat fee,

Mrs. Drew would be passing on the discounted pricing on furniture she pays, as she had stated she was doing for the Tampa Project:



40. In reliance on Mrs. Drew’s representations, the Judges entered into another contract with Drew Designs dated June 24, 2023 (the “NY Agreement,” a copy of which is here attached as **Exhibit B**).

41. Like the Tampa Agreement, the NY Agreement expressly defined the scope of the services to be provided by Drew Designs, stating Drew Designs “shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings as required.” (NY Agreement ¶ 1).

42. As they had specifically negotiated and agreed, the “Fee Schedule” attached to the NY Agreement set out the exclusive fees to be charged by Drew Designs and paid by the Judges for the NY Project as follows:

“Interior/Exterior Design - \$75k Flat Fee with discounted furniture”

43. Accordingly, for the entire scope of the NY Project, Drew Designs agreed to accept and was entitled to a “\$75k Flat Fee,” and nothing more.

44. The Judges have now discovered, however, Mrs. Drew charged the Judges amounts she specifically stated she would and did not charge, including “% over contractor cost” for renovation services on the Tampa Project, and significant “additional mark ups” over her “cost for furniture” on furniture and fixtures for both the Tampa and NY Projects.

Mrs. Drew overcharged and collected from the Judges amounts to which she was not entitled for renovations for the Tampa Project.

45. After they entered into the NY Agreement, the Judges began to suspect Mrs. Drew was charging the Judges in excess of what she committed to charge for the services Drew Designs was purportedly providing and began, directly and through their representatives, to request that Mrs. Drew provide documents to support invoices submitted by Drew Designs to the Judges.

46. In her responses, Mrs. Drew continued to maintain she had not charged any amounts over contractor costs. For example, on August 8, 2024, Mrs. Drew sent an e-mail to representatives of the Judges, Ms. Ariel Shoen and Mr. Brian Knapp, attaching an invoice Mrs. Drew had submitted in February 2023 for over \$500,000.00 for services supposedly provided by the general contractor Cicarello & Sons (the “GC”).

47. In her e-mail, Mrs. Drew wrote “***I don’t make any money on these invoices, was just a courtesy to handle for their privacy.***” (Emphasis supplied).

48. That representation, and Mrs. Drew’s prior representation that “for tampa (sic) I didn’t charge for the Reno” beyond the agreed \$10 per square foot, was false.

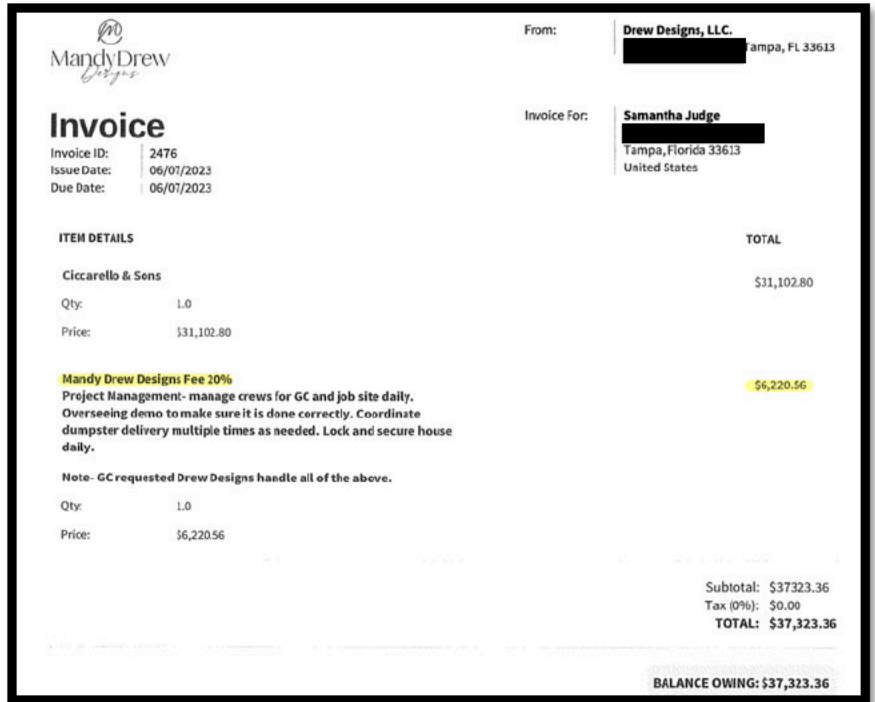
49. Instead, as she had stated she “usually” does for other clients, Mrs. Drew charged the Judges, but did not disclose, “a sq foot then % over contractor cost,” even though she represented to the Judges that for their Tampa Project, “we just stuck with sq ft since you guys were friends.”

50. For example, on or about June 7, 2023, Mrs. Drew submitted, and the Judges paid, Drew Designs invoice number 231 dated June 7, 2023, shown here, for “interior demo to date” in the amount of \$37,323.37.



51. Although not disclosed on the invoice Mrs. Drew submitted to the Judges for payment, that invoice included 20% over contractor cost for Mrs. Drew.

52. In response to Mr. Knapp’s request for “back up” documents to support amounts Mrs. Drew charged the Judges, Mrs. Drew provided Mr. Knapp on September 19, 2024, this invoice, number 2476, which included on it a “Mandy Drew Designs Fee 20%” in the amount of \$6,220.56, which, according to the invoice, was for “Project Management” she claimed on the invoice the “GC requested Drew Designs handle.”



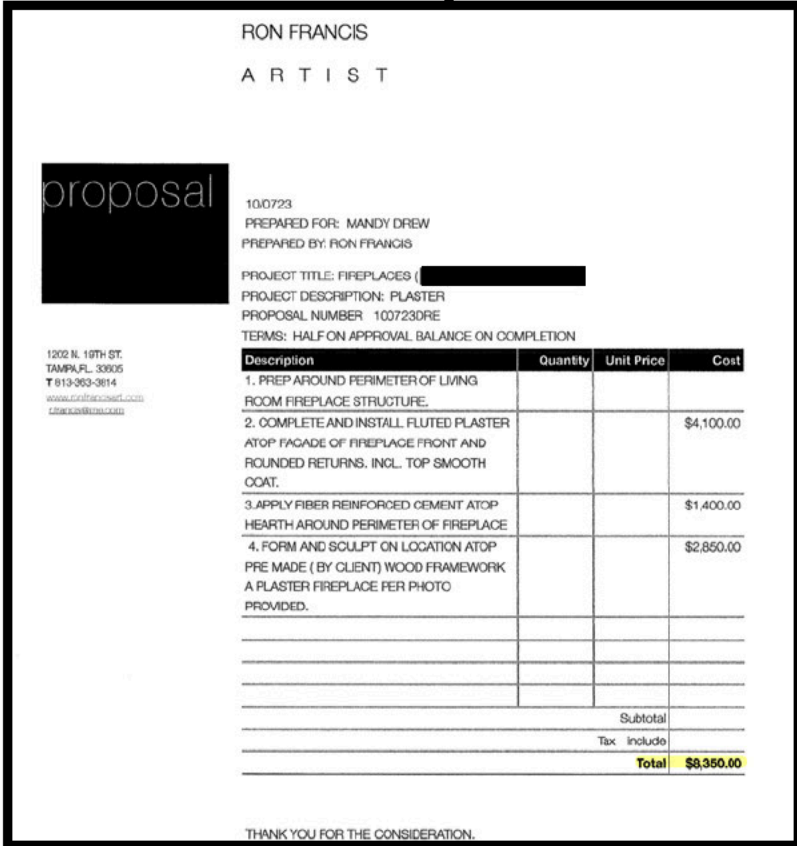
53. Mrs. Drew had never before provided this invoice to the Judges, never before claimed that the GC for the project “requested” her to “handle” the “project management,” and never before told the Judges she would, or had, provided any “project management” services that were to be provided by the GC and for which the Judges were paying the GC.

54. Indeed, in the Tampa Agreement, Drew Designs stated it would *not* provide such services.

55. The GC, in fact, did not request Mrs. Drew “handle” any of the “project management” services. Instead, the GC’s fee charged to the Judges included “project management” services, and the GC paid, and charged the Judges for, his own employees to perform those “project management” services.

56. Mrs. Drew also attempted to hide, and never disclosed to the Judges, her charges over cost contractor of other contractors.

57. For example, as shown on Invoice 388 here, Drew Designs billed, and the Judges paid, \$10,200.00 for a custom fireplace design by Ron Francis.



58. Mr. Francis, however, had proposed to do that work for \$8,350, as shown here in his proposal dated 10/07/23.


asked Mr. Francis to add to his proposal. Thus, Mrs. Drew charged the Judges a 20% markup over her “contractor cost.”

62. Additionally, for fixtures Mrs. Drew ordered for the Tampa Project, Mrs. Drew charged the Judges more than Drew Designs’s cost.

63. For example, on May 7, 2024, Mrs. Drew submitted to the Judges her invoice 481 for “Gaspar-custom door hardware” for \$1,824.00 plus tax of \$136.80, for a total of \$1,960.80.

64. As support for that charge, Mrs. Drew supplied “Quote” Q1840 from Gaspar & Co. totaling \$1,824.00, showing a \$0.00 discount, and showing no payment for the order.

65. Drew Designs, however, does not pay full price for fixtures ordered from Gaspar & Co.

Gaspar & Co.		Quote	Q1840		
 Gaspar & Co. 4041 Henderson Blvd Tampa, FL 33629 813-279-6757 dan@tampadecorativehardware.com		Date	5/3/2024		
		RFQ	Custom Door		
		Salesperson	Judy Mulloy		
BILL TO:		SHIP TO:			
Mandy Drew Designs		Mandy Drew Designs			
Drew Designs		Drew Designs			
Tampa, FL 33613		Tampa, FL 33613			
Billing Contact:		Billing Phone:			
Billing Email:		Billing Fax:			
CODE	DESCRIPTION	QUANTITY	PRICE	UNIT	AMOUNT
MISC	Hinges 5x5 1051 044	10	101.00	ea	1,010.00
MISC	Privacy Swivel Spindle 0521 004 4 1/2" Spindle	1	23.00	ea	23.00
MISC	Strike Plate 5300 044 EFLS	1	22.00	ea	22.00
MISC	Prebore adapter 6503 009	1	15.00	ea	15.00
MISC	5513 044 0030 Priv Button	1	15.00	ea	15.00
MISC	5199 000 Privacy Extender	1	7.00	ea	7.00
MISC	5141 044 MR Pair Levers	2	262.00	ea	524.00
MISC	R050 044 PV Pair Roses for Priv	1	100.00	ea	100.00
MISC	R050 044 IDM Single Dummy Rose	2	54.00	ea	108.00
Subtotal:					1,824.00
Discount:					0.00
					1,824.00
Shipping:					0.00
Sales Tax:					0.00
Net Total USD:					1,824.00

66. Indeed, when the Judges paid Gaspar & Co. directly for additional items ordered by Mrs. Drew for the Tampa Project, they received as a receipt for that order the below “Sales Order.”

Gaspar & Co.
 4041 Henderson Blvd
 Tampa, FL 33629
 813-279-6757
 dan@tampadecorativehardware.com

Sales Order 2227
 Date: 8/30/2024
 Purchase Order: [REDACTED]
 Salesperson: Judy Mulloy
 Terms: Advance

Shipping method:

BILL TO:
 Mandy Drew Designs
 Drew Designs
 Tampa, FL 33613

SHIP TO:
 Mandy Drew Designs
 Drew Designs
 Tampa, FL 33613

Billing Contact:
Billing Email:

Billing Phone:
Billing Fax:

CODE	DESCRIPTION	QUANTITY	PRICE	UNIT	PROMISE DATE	AMOUNT
MISC	4045 044 Door Stop	30	21.00	ea		630.00
Subtotal:						630.00
Discount:						(189.00)
Shipping:						0.00
Sales Tax, 0.0000%:						0.00
Net Total USD:						441.00
Prepayment balance USD:						(441.00)
Balance due USD:						0.00

67. Unlike the “Quote” Mrs. Drew provided the Judges as support for amounts she charged the Judges for fixtures she purchased from Gaspar & Co., the “Sales Order” showed a 30% discount applied to the order and showed the total (discounted) amount paid for the order.

68. In total, Mrs. Drew invoiced, and the Judges paid Mrs. Drew, over \$60,000.00 for fixtures Mrs. Drew ordered from Gaspar & Co.

69. As “backup” for those invoices, to the extent she provided any at all, Mrs. Drew provided only “Quotes” from Gaspar & Co., none of which reflect the “discount” Gaspar & Co. applied to Drew Designs orders from Gaspar & Co., and none of which show the amount Mrs. Drew actually paid to Gaspar & Co.

70. Although Drew Designs received from Gaspar & Co. a 30% discount on fixtures the Judges purchased, through Drew Designs, purchased from Gaspar & Co., Mrs. Drew caused Drew Designs to charge the Judges more than the “contractor cost” and retained the difference.

71. Using similar methods to disguise the fact, Mrs. Drew attempted to charge, and in many cases succeeded in charging, the Judges in excess of what she paid for appliances and fixtures for the Tampa Project from other vendors, including Ferguson’s.

72. On May 8, 2023, Mrs. Drew informed Sam that the appliance package she had put together from Ferguson’s totaled \$133,200.00 and, due to “ETA’s” that were “insane,” the order must be placed “ASAP.”

73. Mrs. Drew further informed Sam she “think(s) they just need a 50%” deposit, that Mrs. Drew could “take care of and send an invoice.”

74. On May 10, 2023, Mrs. Drew sent Drew Designs Invoice 214 for “Appliance Deposit” totaling \$86,079.33, which the Judges promptly paid.

75. A year later, on May 20, 2024, Mrs. Drew sent to the Judges Drew Designs Invoice 489 for \$169,214.33, which purportedly was to cover the “final payments” for cabinets and appliances, \$59,065.33 of which was purportedly for the appliances ordered from Ferguson’s.

76. At that time, May 2024, Sam and Mr. Knapp requested Mrs. Drew provide backup documents from Ferguson’s to show the total amount charged for the appliances.

77. On September 17, 2024, Mrs. Drew sent to Mr. Knapp an email attaching an “Order Confirmation” from Ferguson’s bearing “Order No. 5013074” and detailing appliances totaling \$116,146.31, and claimed Drew Designs had paid a deposit of \$66,568.24 for that order, despite that Drew Designs charged the Judges, and the Judges paid, a deposit of \$86,079.33 for the order in May 2023.

78. The “Order Confirmation” Mrs. Drew attached to her September 17, 2024, invoice as supposed backup for the May 2023 appliance order shows it was created on May 24, 2024, about the time Sam had first requested backup to support Mrs. Drew’s requests for the balance and a year after Mrs. Drew stated the order had been placed.

79. The “Order Confirmation” also shows it was created by Jordan Drew, Mrs. Drew’s brother-in-law, and that the purchaser was “Drew Capital Group,” the former name of Mrs. Drew’s husband’s company.

80. Finally, the total of the “Order Confirmation” was \$116,146.31, not the \$133,200.00 Mrs. Drew originally informed the Judges would be the total for the appliance package from Ferguson’s.

81. Uncomfortable paying any additional amounts to Mrs. Drew, Mr. Knapp requested to wire the balance of the amount due directly to Ferguson’s, but Mrs. Drew told Mr. Knapp Ferguson’s will not accept wires.

82. Mr. Knapp, therefore, called Ferguson’s himself to see if they would accept a wire transfer. After Ferguson’s stated they could accept a wire, Mr. Knapp attempted to obtain the details of the balance he needed to wire.

83. Mr. Knapp was told by Ferguson’s that the Order No. 5013074 (the number on the “Order Confirmation” Mrs. Drew sent to Mr. Knapp showing a total for all appliance of \$116,146.31) had been deleted, but there was another order for the same delivery address (the Judges’), which totaled \$111,063.30, \$5,083.01 less than the amount on the “Order Confirmation” (prepared by Mrs. Drew’s her brother-in-law) that she sent to Mr. Knapp on September 17, 2024.

84. Ferguson’s also informed Mr. Knapp at that time that Ferguson’s had received a deposit on the order in May 2023 for \$61,485.23, which is also \$5,083.01 less than amount of the

deposit Mrs. Drew claimed she had paid to Ferguson's in her September 17, 2024, email to Mr. Knapp.

85. On September 25, 2024, not yet aware Mr. Knapp now knew the total amount actually due to Ferguson's, Mrs. Drew sent to Mr. Knapp an invoice for \$30,066.98 claiming that Ferguson's had made a mistake, and the amount due was actually *more* than the \$49,578.07 she had previously told him, and therefore, she needed to collect from the Judges more than the \$26,661.08 she had requested on September 17, 2024.

86. But later that same day, September 25, 2024, Mrs. Drew sent to Mr. Knapp and Ms. Shoen an e-mail claiming that there had been some confusion because the "quote changed several times since 2023." She claimed it had now been straightened out and purported to forward an e-mail from Jordan Drew confirming the total order was actually \$111,063.30 (the lower amount Ferguson's had told Mr. Knapp).

87. Mrs. Drew further stated that this amount "also reflects builder discount so **confirming that Drew Designs makes zero money on handling all of this.**" (Emphasis supplied).

88. Accordingly, after the deposit Mrs. Drew had already paid (\$61,415.23), Mrs. Drew confirmed she would make a payment of \$24,594.10 (the difference in the deposit she charged the Judges and the deposit Ferguson's charged her) and the Judges would need to wire \$24,983.97 to Ferguson's to cover the balance on the total actual cost of the appliance order, \$111,063.30.

89. Mr. Knapp wired that amount to Ferguson's, comfortable at the time that Mrs. Drew had finally admitted the correct total of the Ferguson's appliance order.

90. Despite multiple requests, however, Mrs. Drew has refused to provide the Judges documents to show the total amount she or Drew Designs actually paid for the appliance order from Ferguson's for which the Judges paid a total of \$111,063.30.

91. Mrs. Drew charged the Judges over her and Drew Designs's cost for fixtures, flooring and other items purchased for the renovation portion of the Tampa Project, including from Ferguson's and indeed, much more than the "zero money" she claimed she made on orders from Ferguson's.

92. The full amount by which Mrs. Drew overcharged the Judges for the renovation portion of the Tampa Project cannot be determined because, despite multiple demands, Mrs. Drew has refused to provide to the Judges documents to show Drew Designs' costs, without markup, as she promised and contracted to charge the Judges.

Mrs. Drew overcharged the Judges for the furniture purchased for the Tampa Project.

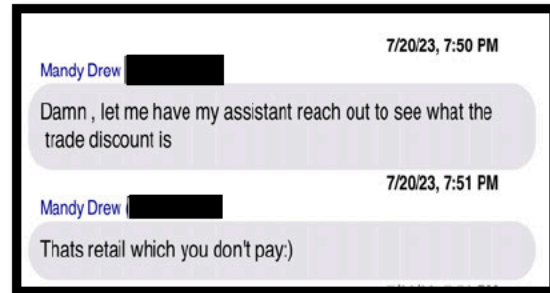
93. Mrs. Drew also charged the Judges well in excess of Drew Designs's "cost for furniture" for the Tampa Project.

94. On October 29, 2024, Mrs. Drew provided to the Judges and copy of a Drew Designs invoice that includes the majority of the furniture Mrs. Drew ordered for the Tampa Project, which the Judges paid in full, and on which Mrs. Drew purported to identify for several items the "% off retail" Drew Designs's charge to the Judges represented.

95. While the "% off retail" information added to the invoice is not accurate, it shows breaches of the Tampa Agreement and show Mrs. Drew charged the Judges for furniture well in excess of what she agreed and contracted to charge.

96. First, Mrs. Drew represented that the “discounted price” the Judges were to and did receive for the furniture was the “cost for furniture with no additional markup,” not some discount off of the “retail price” that is greater than the price Mrs. Drew paid for the furniture.

97. Moreover, a substantial number of the pieces show absolutely no “% off retail,” even though Mrs. Drew repeatedly confirmed to the Judges that they would not pay “retail” for the furniture they purchased through her, including in the text to the right that Mrs. Drew sent to Sam after Sam sent to Mrs. Drew an expensive coffee table she had found online and wanted to consider:



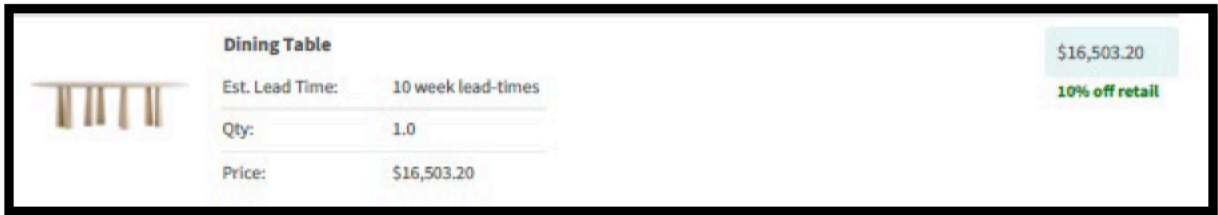
98. As Mrs. Drew was putting together the furniture package and invoice for the Tampa Project, she informed Sam the invoice would be itemized with photos of and prices for each piece and represented “average its about 33% discount for the total house,” as shown in the text here.



99. Mrs. Drew’s own reporting of the supposed “% off retail” on the version of Invoice 2125 sent in October 2024, however, shows Mrs. Drew’s representation was untrue.

100. Indeed, the vast majority of the “% off retail” amounts identified on the version of Invoice 2125 Mrs. Drew provided in October 2024 ranges from 1% to 10%, with only two pieces showing greater discounts—a “coffee table” for which Mrs. Drew charged \$1,738.00 and claimed it was “38% off retail” and a “desk chair” for which Mrs. Drew charged \$1,230.00 and claimed it was “25% off retail.” The average of the “discount” (based on purported retail price) is far less than the 33% Mrs. Drew claimed, and is even less than 10%.

101. The “% off retail” discount Mrs. Drew now claims on the version of Invoice 2125 sent in October 2024 is not accurate anyway. For example, for the “Dining Table,” Mrs. Drew



invoiced the Judges \$16,530.20, which she now claims was “10% off retail,” as shown in the excerpt of the invoice below:

102. When Mrs. Drew first presented the table to Sam, Sam questioned the high price. At that time, Mrs. Drew claimed “[i]t was actually 26k that account I get a better discount.”

103. Mrs. Drew, however, misrepresented both the retail price and her discounted price.

104. The Judges have since discovered that exact table has a “regular” advertised price of just over \$12,000.00, and sells at retail for as low as under \$10,000.00.

105. Similarly, for a “Desk Chair” Mrs. Drew invoiced the Judges \$1,230.00, which she now claims was “25% off retail,” as shown in the excerpt of the invoice below:



106. The Judges have now learned that exact chair can be purchased at retail for \$1,072.00, less than the price Mrs. Drew charged the Judges, which she claimed as “25% off retail.”

107. Mrs. Drew also caused Drew Designs to overcharge the judges for drapery for the Tampa Project in multiple ways.

108. First, invoices Mrs. Drew provided from the fabric supplier after the Judges demanded support for the amount she charged show that Drew Designs charged the Judges for more fabric than Mrs. Drew ordered from the supplier.

109. Next, when the Judges became suspicious the amount Drew Designs charged them for fabricating the drapery was inflated, one of their representatives called the fabricator and was told at the time the fabricator had received a 50% deposit for the drapery in the amount of \$29,090.50, making the total amount for the fabrication of the drapery was \$58,181.00.

110. By Drew Designs Invoice 2356, however, Mrs. Drew charged the Judges, and the Judges paid, \$69,817.20 plus tax, which Mrs. Drew represented was the entire amount she had been charged for the drapery. The amount Mrs. Drew charged the Judges is exactly 20% more than the amount Mrs. Drew paid fabricator for drapery for the Tampa Project.

111. Each charge over Mrs. Drew's "cost for furniture," including the drapery, constitutes a breach of the terms of the Tampa Agreement and is contrary to Mrs. Drew's multiple representations, set out above, that the Judges would only pay, and that she only charged the Judges, the "discounted price" she paid for furniture she ordered for the Tampa Project, and that she did not charge Judges any "additional mark up" above her "cost for furniture."

Much of the furniture for which the Judges (over)paid does not conform to the requirements of the Tampa Agreement and the Judges have rejected it.

112. The Judges hired Mrs. Drew specifically to provide design services to ensure the design of their home, including its fixtures and furnishings, would be attractive, functional, and cohesive.

113. Indeed, by the Tampa Agreement Mrs. Drew expressly agreed to "develop interior specifications that may include coloration, fabrics, lighting, and furnishings, as required."

114. In the “FAQS and Policies” section of the Tampa Agreement, Mrs. Drew acknowledged that the Judges “hired [her] to design a complete vision for your space.” For that reason, *Mrs. Drew demanded that the Judges “do not select items without my approval because items that you may select may not be a fit for the design, space, or budget.”* (Emphasis supplied).

115. To ensure their furniture and fixtures would be a “fit for the design [and] space,” the Judges complied with Mrs. Drew’s directive and ordered all furniture and fixtures for their Tampa home through Mrs. Drew.

116. When the furniture was delivered to the Judges’ home in late November 2024, the Judges were disheartened to discover that as to much of the furniture, Drew Designs failed and breached its contractual design obligation to ensure the furniture Mrs. Drew specified and the Judges ordered “fit” the “design and space.”

117. The failure to “fit” is not a matter of subjective taste. Instead, many pieces quite literally do not fit in the space for which they were intended and specified by Mrs. Drew and/or are not the color specified and ordered.

118. In addition to not fitting the space, several pieces do not fit the client, Aaron.

119. As Mrs. Drew well knows, Aaron is 6’7” tall. Mrs. Drew recognized this and informed the Judges on multiple occasions that Aaron’s height had to, and would, be taken into account when designing the space and specifying furniture.

120. Despite this, Mrs. Drew specified, and the Judges paid for, furniture that is far too small for Aaron, including the dining room table and chairs (for which Mrs. Drew charged the Judges over \$27,000), and the desk chair for Aaron’s office (for which Mrs. Drew charged the Judges over \$1,200).

121. For the furniture that fails to conform to the design specifications and Mrs. Drew's assurance the pieces would fit the Judges' intended purpose (and fit Aaron), the Judges paid to Drew Designs \$127,109.59 plus \$9,533.22 for sale tax, in addition to shipping and storage charges.

122. Upon taking delivery and attempting to place the furniture, the Judges caused to be provided to Mrs. Drew on December 3, 2024, notice that the Judges reject specific pieces of furniture as non-conforming, and a demand for Mrs. Drew accept return of and reimburse the Judges for the full amount they paid for that furniture, including shipping, storage charges and sales tax.

123. In addition to the non-conforming furniture, Mrs. Drew failed to have delivered in November 2024 several other pieces for which the Judges paid and which were to be delivered with the remainder of the furniture.

124. On the delivery date, the moving company delivering the furniture informed the Judges' representatives they were not in possession of any additional furniture and had never received any of it for delivery.

125. For those undelivered pieces, the Judges had already paid Mrs. Drew a total of \$22,912.50, plus \$1,718.44 for sales taxes, in addition to shipping and storage charges.

126. By their December 3, 2024, notice and demand, the Judges rejected the undelivered furniture and demanded Mrs. Drew return to them the full amount they paid for it, plus the sales tax, shipping and storage charged they paid on it.

127. To date, Mrs. Drew and Drew Designs has refused to accept the return of the non-conforming furniture, and has refused to return the amount the Judges paid for it and for the undelivered furniture.

Mrs. Drew overcharged the Judges for the furnishing purchased for the NY Project.

128. Like the Judges now know she did for the Tampa Project, Mrs. Drew charged the Judges well in excess of her “cost for furniture” for the NY Project, in breach of the NY Agreement and contrary to the representations Mrs. Drew made to induce the Judges to enter into the NY Agreement; specifically, that the Judges would only pay, and that she only charged the Judges, the “discounted price” she paid for furniture she ordered for the NY Project, and that she did not and would not charge the Judges any “additional mark up” above her “cost for furniture.”

129. Like for the Tampa Project, Mrs. Drew presented to the Judges a “Quote” for the vast majority of the furniture to be ordered for the NY Project that includes details of each piece and the purported cost of each piece.

130. When Sam questioned prices on certain pieces, Mrs. Drew represented to Sam by text on August 3, 2023, “with discounts total was 43.7% with everything but each account is different.”

131. The Judges have now discovered, however, Mrs. Drew did not provide to the Judges “discounted” pricing and, instead, added a markup to her cost.

132. For example, for the Interlude Nuage sectional couch, Mrs. Drew represented to Sam that Mrs. Drew’s cost was \$33,074.00 and in August 2023 charged the Judges that amount, as shown in the below excerpt from Mrs. Drew’s “Quote ID 332”:

	Sectional		\$33,074.00
	Est. Lead Time:	4 weeks	
	Qty:	1.0	
	Price:	\$33,074.00	

133. The Judges have since learned that exact couch is available at retail for \$22,503.00, and available to the general public at a discounted price as low as \$18,185.00.

134. The Judges have also discovered that “trade pricing”—which Mrs. Drew repeatedly told the Judges is what Drew Designs pays for furniture—for that couch is thousands of dollars less than the discounted retail price of \$18,500.00, indicating Mrs. Drew charged the Judges a markup for that couch of approximately 100%!

135. The Judges have demanded Mrs. Drew provide documentation to prove what Drew Designs paid for the furniture for the NY Project, including for shipping and storage, for which the Judges paid, but Mrs. Drew has refused.

136. In addition to overcharging the Judges for furniture for the NY Project, Mrs. Drew ordered, and the Judges paid, for, pieces that were not a fit for the design or space of the NY Project, or were ordered and paid for, but never received (the “**Returned NY Accessories**”).

137. By e-mail to Mrs. Drew on April 16, 2024, Sam requested Mrs. Drew refund to the Judges the full amount they paid for the Returned NY Accessories.

138. The Judges paid \$1,750.00 to have those items shipped from New York to Mrs. Drew in Tampa.

139. Sam attached to her April 16, 2024, e-mail a list of each item for which the Judges sought a refund, and a calculation of the refund requested, along with a request for reimbursement of the cost to ship the items to Tampa and requested a total payment from Mrs. Drew of \$33,050.40 for the Returned NY Accessories.

140. Mrs. Drew responded by e-mail on April 23, 2024, offering to return \$31,511.86.

141. With her email, Mrs. Drew included a list of items to be refunded and a recalculation of the shipping total. Mrs. Drew, however, neglected to include the \$1,750.00 the Judges paid to have the items shipped to Mrs. Drew in Tampa, and did not include on her list certain pieces that had been returned.

142. Regardless, to date, Mrs. Drew has not refunded any amount to the Judges for the Returned NY Accessories.

143. The Judges have demanded documentation to verify Drew Designs's actual costs and expenses, but Mrs. Drew has refused to provide full and accurate records.

144. The Judges have suffered substantial financial harm as a result of Drew Designs's breaches and Mrs. Drew's fraudulent conduct.

145. All conditions precedent to the bringing of this action have occurred, or have been satisfied or waived.

**COUNT I – BREACH OF THE TAMPA AGREEMENT
(Drew Designs)**

146. The Judges repeat and reallege paragraphs 1 through 145 as though fully set forth herein.

147. This is an action for Breach of Contract against Drew Designs.

148. The Tampa Agreement constitutes a valid and binding contract between the Judges and Drew Designs.

149. Drew Designs materially breached the Tampa Agreement, including the implied covenant of good faith and fair dealing that is by law a part of it, by:

- a. Charging and collecting from the Judges additional amounts beyond the agreed \$10.00 per square foot fee;
- b. Adding undisclosed and unauthorized markups to invoices for furniture, fixtures, and services; and,

- c. charging the Judges for and refusing to accept return of and reimburse for furniture and other pieces that failed to conform to and “fit” “design and space” of the Tampa Home as required by the Tampa Agreement.

150. As a direct and proximate result of Drew Designs’s breaches of the Tampa Agreement, the Judges have suffered damages in an amount to be determined at trial but likely exceeding \$500,000.00.

WHEREFORE, Aaron and Smantha Judge demand judgment against Drew Designs for compensatory damages, costs, attorneys’ fees, and such other relief as this Court deems just and proper.

**COUNT II- BREACH OF THE NY AGREEMENT
(Drew Designs)**

151. The Judges repeat and reallege paragraphs 1 through 145 as though fully set forth herein.

152. This is an action for Breach of Contract against Drew Designs.

153. The NY Agreement constitutes a valid and binding contract between the Judges and Drew Designs.

154. Drew Designs materially breached the NY Agreement, including the implied covenant of good faith and fair dealing that is by law a part of it, by:

- a. Charging and collecting from the Judges additional amounts beyond the agreed \$75,000.00 flat fee;
- b. Adding undisclosed and unauthorized markups to invoices for furniture, fixtures, and finishings; and,

- c. charging the Judges for and refusing to accept the return of and reimburse the Judges for the NY Returned Accessories that failed to conform to and “fit” “design and space” of the NY Home as required by the New York Agreement.

155. As a direct and proximate result of Drew Designs’s breaches of the New York, the Judges have suffered damages in an amount to be determined at trial but likely exceeding \$250,000.00.

WHEREFORE, Aaron and Smantha Judge demand judgment against Drew Designs for compensatory damages, costs, attorneys’ fees, and such other relief as this Court deems just and proper.

**COUNT III – FRAUDULENT INDUCEMENT
(Amanda Drew)**

156. The Judges repeat and reallege paragraphs 1 through 145 as though fully set forth herein.

157. To induce the Judges into entering the Tampa Agreement, Mrs. Drew made the false representations set out above regarding pricing for her services, including falsely representing to the Judges that Drew Designs would charge a “cut and dry” fee of \$10.00 per square foot, with no “% over contractor cost” added for services related to renovation and would charge cost for furniture with no markup, which cost would be the trade pricing Drew Designs was able to get from furniture vendors.

158. To induce the Judges into entering the NY Agreement, Mrs. Drew made the false representations set out above regarding pricing for her services, including falsely representing to the Judges for the Tampa Project she had not charged for renovation beyond her “per square foot fee,” that she had in Tampa and would in New York charge only “cost for furniture with no

additional mark up” and in hiding and misrepresenting significant markups she was charging for the Tampa Project, and representing that she would pass on her “trade pricing” for furniture for the New York Project.

159. Mrs. Drew, at the time she made the aforementioned representations to the Judges, knew or should have known of their falsity.

160. Mrs. Drew, at the time she made the aforementioned representations to the Judges, intended that her false statements would induce the Judges to enter into the Tampa Agreement and the NY Agreement.

161. The Judges reasonably and justifiably relied on Mrs. Drew’s representations when they entered into the Tampa Agreement and the NY Agreement based on their understanding of the pricing structure for the Tampa Project and NY Project as laid out and represented by Mrs. Drew.

162. As a direct and proximate result of Mrs. Drew’s fraudulent inducement, the Judges entered into the Tampa Agreement and NY Agreement and have suffered damages in an amount to be determined at trial, but likely exceeding \$750,000.00.

WHEREFORE, Aaron and Samantha Judge demand judgment against Amanda Drew for compensatory damages, punitive damages, costs, attorneys’ fees, and such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all counts asserted herein.

Dated this 28 day of January 2025.

/s/ E. Colin Thompson

E. COLIN THOMPSON

Fla. Bar No.: 684929

ColinT@BLHTLaw.com

KerriR@BLHTLaw.com

HeatherW@BLHTLaw.com

eservice@BLHTLaw.com

JALEN A. LaRUBBIO

Fla. Bar No. 1039258

JalenL@blhtlaw.com

BARTLETT LOEB HINDS

THOMPSON & ANGELOS

100 North Tampa Street, Suite 2050

Tampa, Florida 33602

Phone: (813) 223-3888

Fax: (813) 228-6422

Attorneys for Plaintiffs,

Aaron and Samantha Judge



This Interior Design Agreement is between Drew Designs, LLC and Aaron & Sam Judge with respect to interior design services to be rendered for [REDACTED] by Drew Designs, LLC dated February 15, 2023.

Designer and Client agree as follows:

1. **SCOPE:** Designer shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings as required. Designer's services do not include contractor services, landscape design, or architecture. Designer shall consult other professionals such as lighting consultants, landscape architects, architects, and others. Client acknowledges that Project deadlines are subject to the vagaries of the marketplace and the performance of third parties.

2. **PURCHASING:** Full deposit is required for each item and only upon receipt of payment Designer will place order. Designer shall arrange delivery and installation of Designer purchased furnishings and other items purchased on behalf of the Client for the Project. When practical, Designer will present specification to Client for Client to purchase direct from vendor. Client is wholly responsible for all items purchased by the Client.

3. **PAYMENT:** Proposals are due with payment within 3 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will accrue a 10% late fee per month and all work will cease until Client is current. Payment in check or cash is required, Designer does not accept credit cards unless client agrees to 3.3% charged by intuit. Designer shall be entitled to withhold delivery of any item purchased on the behalf of Client should Client fail to make any payments due to Designer in a timely manner.

4 **REIMBURSABLE EXPENSES:** Client agrees to reimburse Designer for all out of pocket expenses actually incurred by Designer in relation to the Project, including but not limited to, renderings, drafting services, postage and handling, freight, delivery and storage costs.

EXHIBIT A

6. REFUNDS & CANCELLATIONS: Refunds and cancellations are set by the third-party companies from which Designer purchases. Therefore, once purchased, most items cannot be returned or cancelled, and requests to do so will be assessed on a per-item basis with no guarantee of return or cancellation; custom items cannot be cancelled or returned. Requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation.

7. DRAWINGS: Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes. Designer services do not include modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project. Designer shall be held harmless for relying on the accuracy of information provided by the Client. Designer's drawings are and remain the intellectual property of the Designer. Designer retains ownership and copyright of drawings at all times. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as laid out in this agreement.

8. CONTRACTORS & CONSULTANTS: Designer is not a general contractor and does not provide contractor services. If Project requires contractors and/or consultants to perform work based on Designers concepts, Client will enter in a contract directly with each contractor/consultant. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed or materials installed by Contractors, nor their agents or employees. Designer shall cooperate with and observe Consultants for the purpose of general conformity of the design plan but is not responsible for their oversight.

9. PERMITS: Client is responsible for permitting and or any and all approvals and compliance required by any governmental agency.

10. INSURANCE: Client is required to have insurance coverage for all furnishings and materials during handling, moving, storage, and installation. Client is responsible for ensuring that their insurance coverage is sufficient per this Agreement. Designer cannot be held responsible to inadequate insurance coverage.

11. NO PRICE GUARANTEE: Designer cannot guarantee prices of merchandise, interior installation, or other services not performed by Designer. Vendor pricing is subject to change and out of the control of Designer.

12. LIMITATION OF LIABILITY: Neither the Designer, Designer's Consultants, nor their agents or employees shall be jointly or individually liable to the Client for an amount in excess of the proceeds of the available professional liability insurance coverage.

13. TERMINATION: Designer or Client can terminate this agreement by notifying the other party in writing. All in-progress proposals and orders will be completed by Designer and delivered to Client at hourly rate. Client agrees to take no action which is intended, or would reasonably be expected, to harm the Designer's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Designer.

14. HAVE FUN: Drew Designs, LLC strives for the most comfortable, enjoyable, and transparent design experience possible. We require open communication and honest feedback.

15. TERMS: The parties agree that the terms of this Agreement may be changed only by a writing signed by both parties and that no oral changes or waivers are permitted.

Client Signature & Date: _____

Designer Signature & Date: _____



This Interior Design Agreement is between Drew Designs, LLC and Aaron & Sam Judge with respect to interior design services to be rendered for [REDACTED] [REDACTED] by Drew Designs, LLC dated June 24th, 2023.

Designer and Client agree as follows:

1. SCOPE: Designer shall develop interior furnishing specifications that may include coloration, fabrics, lighting, and furnishings as required. Designer's services do not include contractor services, landscape design, or architecture. Designer shall consult other professionals such as lighting consultants, landscape architects, architects, and others. Client acknowledges that Project deadlines are subject to the vagaries of the marketplace and the performance of third parties.

2. PURCHASING: Full deposit is required for each item and only upon receipt of payment Designer will place order. Designer shall arrange delivery and installation of Designer purchased furnishings and other items purchased on behalf of the Client for the Project. When practical, Designer will present specification to Client for Client to purchase direct from vendor. Client is wholly responsible for all items purchased by the Client.

3. PAYMENT: Proposals are due with payment within 3 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will accrue a 10% late fee per month and all work will cease until Client is current. Payment in check or cash is required, Designer does not accept credit cards unless client agrees to 3.3% charged by intuit. Designer shall be entitled to withhold delivery of any item purchased on the behalf of Client should Client fail to make any payments due to Designer in a timely manner.

4 REIMBURSABLE EXPENSES: Client agrees to reimburse Designer for all out of pocket expenses actually incurred by Designer in relation to the Project, including but not limited to, renderings, drafting services, postage and handling, freight, delivery and storage costs.

EXHIBIT B

6. REFUNDS & CANCELLATIONS: Refunds and cancellations are set by the third-party companies from which Designer purchases. Therefore, once purchased, most items cannot be returned or cancelled, and requests to do so will be assessed on a per-item basis with no guarantee of return or cancellation; custom items cannot be cancelled or returned. Requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation.

7. DRAWINGS: Designer's drawings are conceptual in nature and are intended to set forth design intent; they are not to be used for architectural or engineering purposes. Designer services do not include modifications to structural, heating, air conditioning, plumbing, electrical, ventilation or other mechanical systems in the Project. Designer shall be held harmless for relying on the accuracy of information provided by the Client. Designer's drawings are and remain the intellectual property of the Designer. Designer retains ownership and copyright of drawings at all times. Project drawings and documents cannot be used by Client for any purpose other than completion of Project by Designer as laid out in this agreement.

8. CONTRACTORS & CONSULTANTS: Designer is not a general contractor and does not provide contractor services. If Project requires contractors and/or consultants to perform work based on Designer's concepts, Client will enter in a contract directly with each contractor/consultant. Designer provides no warranty, guarantee, certification, or responsibility for the performance, quality, or timely completion of any work performed or materials installed by Contractors, nor their agents or employees. Designer shall cooperate with and observe Consultants for the purpose of general conformity of the design plan but is not responsible for their oversight.

9. PERMITS: Client is responsible for permitting and or any and all approvals and compliance required by any governmental agency.

10. INSURANCE: Client is required to have insurance coverage for all furnishings and materials during handling, moving, storage, and installation. Client is responsible for ensuring that their insurance coverage is sufficient per this Agreement. Designer cannot be held responsible to inadequate insurance coverage.

11. NO PRICE GUARANTEE: Designer cannot guarantee prices of merchandise, interior installation, or other services not performed by Designer. Vendor pricing is subject to change and out of the control of Designer.

12. LIMITATION OF LIABILITY: Neither the Designer, Designer's Consultants, nor their agents or employees shall be jointly or individually liable to the Client for an amount in excess of the

proceeds of the available professional liability insurance coverage.

13. TERMINATION: Designer or Client can terminate this agreement by notifying the other party in writing. All in-progress proposals and orders will be completed by Designer and delivered to Client at hourly rate. Client agrees to take no action which is intended, or would reasonably be expected, to harm the Designer's reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Designer.

14. HAVE FUN: Drew Designs, LLC strives for the most comfortable, enjoyable, and transparent design experience possible. We require open communication and honest feedback.

15. TERMS: The parties agree that the terms of this Agreement may be changed only by a writing signed by both parties and that no oral changes or waivers are permitted.

Client Signature & Date: _____

Designer Signature & Date: _____



FAQS & POLICIES

CAN I SHOP ON MY OWN? You have hired me to design and complete a vision for your space and I ask that you do not select items without my approval because items that you select may not be a fit for the design, space, or budget. You will receive a detailed Specification for items to be purchased direct.

WHAT ADDITIONAL COSTS CAN I EXPECT? I do my best to give you a full cost outlook of each item, but additional costs such as storage, shipping, installation, or unexpected labor do occasionally happen.

DO YOU WORK WITH CONTRACTORS? Yes! I have a great team that I have worked with for over 10 years , I prefer to work with sub-contractors that I have worked with and trust

HOW LONG DO PROJECTS NORMALLY LAST? This depends on the scope of the project and what is purchased. Occasionally there are delays caused by weather, vendor vacations, factory errors, and other unpredictable influences, that are out of my control. Everyone involved: designer, client, vendors and contractors are expected to not cause unreasonable delays in the project.

HOW DO I PLACE AN ORDER? Once you receive a Proposal you have 3 days to either accept or decline the item. If you accept, a signed copy of the proposal or approval on Studio Designer along with full payment is required to place an order.

CAN I CHANGE MY MIND AFTER AN ORDER IS PLACED? Most often orders cannot be cancelled or refunded. In the event that a full refund can be attained you may cancel the order and receive a refund for the cost of the item minus the purchasing fee and any other applicable fees. Custom orders are nonreturnable. Requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation.

WHEN ARE PAYMENTS DUE? Proposals are due with payment within 7 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will be charged a 10% late fee and all work will cease until invoice is paid.

WHAT IF I HAVE CONCERNS ABOUT AN ITEM? Please bring these to my attention immediately and we will discuss your concerns and if necessary, find a more desirable solution. The decision about what is purchased and installed in your home is ultimately yours.

WHAT ABOUT BUDGET? Having a clear budget is very important for the project running smoothly and for your expectations to be met. We will work inside your budget parameters, but ultimately it is up to the client to keep themselves on budget.

WHAT IS THE DIFFERENCE BETWEEN A SPECIFICATION & PROPOSAL? A Specification is a document that I provide the details for you to purchase an item yourself. You will pay the vendor directly. A Proposal is a document where I am requesting payment for items so that I can purchase the item on your behalf. Proposals are payable to Drew Designs, LLC.

HOW ARE ITEMS DELIVERED? Our policy is to perform multiple installs once furniture arrives so you aren't waiting months on your items. This includes all furniture and accessories purchased. Items purchased by Drew Designs, LLC go into a licensed, bonded, insured and climate controlled warehouse awaiting installation. It is our policy to not deliver items to client's homes directly, this allows for the and helps minimize issues. Clients are responsible for all shipping, storage, & delivery fees.



Fee Schedule

Interior/Exterior Design – 75k Flat Fee with discounted furniture

Payment Schedule:

60% Deposit – 45,000

30% due upon all furniture designs are approved/ordered – 22,500.

10% due upon completion of project -7,500.



FAQS & POLICIES

CAN I SHOP ON MY OWN? You have hired me to design and complete a vision for your space and I ask that you do not select items without my approval because items that you select may not be a fit for the design, space, or budget. You will receive a detailed Specification for items to be purchased direct.

WHAT ADDITIONAL COSTS CAN I EXPECT? I do my best to give you a full cost outlook of each item, but additional costs such as storage, shipping, installation, or unexpected labor do occasionally happen.

DO YOU WORK WITH CONTRACTORS? Yes! I have a great team that I have worked with for over 10 years , I prefer to work with sub-contractors that I have worked with and trust

HOW LONG DO PROJECTS NORMALLY LAST? This depends on the scope of the project and what is purchased. Occasionally there are delays caused by weather, vendor vacations, factory errors, and other unpredictable influences, that are out of my control. Everyone involved: designer, client, vendors and contractors are expected to not cause unreasonable delays in the project.

HOW DO I PLACE AN ORDER? Once you receive a Proposal you have 3 days to either accept or decline the item. If you accept, a signed copy of the proposal or approval on Studio Designer along with full payment is required to place an order.

CAN I CHANGE MY MIND AFTER AN ORDER IS PLACED? Most often orders cannot be cancelled or refunded. In the event that a full refund can be attained you may cancel the order and receive a refund for the cost of the item minus the purchasing fee and any other applicable fees. Custom orders are non-returnable. Requests for returns and cancellations will be billed hourly. Design Fees and reimbursable expenses are non-refundable, even when associated with a return or cancellation.

WHEN ARE PAYMENTS DUE? Proposals are due with payment within 7 days. Invoices for time billing and reimbursable expenses are due within 14 days. Invoices more than 30 days past due will be charged a 10% late fee and all work will cease until invoice is paid.

WHAT IF I HAVE CONCERNS ABOUT AN ITEM? Please bring these to my attention immediately and we will discuss your concerns and if necessary, find a more desirable solution. The decision about what is purchased and installed in your home is ultimately yours.

WHAT ABOUT BUDGET? Having a clear budget is very important for the project running smoothly and for your expectations to be met. We will work inside your budget parameters, but ultimately it is up to the client to keep themselves on budget.

WHAT IS THE DIFFERENCE BETWEEN A SPECIFICATION & PROPOSAL? A Specification is a document that I provide the details for you to purchase an item yourself. You will pay the vendor directly. A Proposal is a document where I am requesting payment for items so that I can purchase the item on your behalf. Proposals are payable to Drew Designs, LLC.

HOW ARE ITEMS DELIVERED? Our policy is to perform multiple installs once furniture arrives so you aren't waiting months on your items. This includes all furniture and accessories purchased. Items purchased by Drew Designs, LLC go into a licensed, bonded, insured and climate controlled warehouse awaiting installation. It is our policy to not deliver items to client's homes directly, this allows for the and helps minimize issues. Clients are responsible for all shipping, storage, & delivery fees.



Fee Schedule

Renovation/Furniture total cost – 10.00 per SQ FT – this includes Renovation Design & Furniture Design

SQ FT – 5,156

Total cost Investment: \$51,560

Payment Schedule:

60% Deposit - \$30,936.

30% due upon all furniture designs approved & interior selections – \$15,468.

10% due open all furniture /product has been ordered - \$ 5,156.