

IN THE CIRCUIT COURT FOR THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

CIRCUIT CIVIL DIVISION

RON OZER AS TRUSTEE OF THE RON
OZER TRUST DATED NOVEMBER 17,
2022,

Plaintiff,

vs.

DIDA HOME, LLC,

Defendant.

COMPLAINT

Plaintiff RON OZER AS TRUSTEE OF THE RON OZER TRUST DATED NOVEMBER 17, 2022 (hereinafter "Plaintiff"), by and through the undersigned attorneys, hereby files this Complaint against the Defendant DIDA HOME, LLC and in support of the claims interposed herein, alleges as follows:

Jurisdiction, Parties, and Venue

1. This is an action for money damages in excess of \$50,000.00 and is otherwise within this Court's jurisdiction.
2. Plaintiff is a Florida land trust and the owner/titleholder of real property located in Miami-Dade County, Florida bearing the address of 158 Palm Ave., Miami Beach, Florida 33139 (the "Subject Property").

3. Defendant DIDA HOME, LLC (hereinafter “DIDA”) is a Florida limited liability company that conducts business in Miami-Dade County, Florida and with its principal place of business located in Miami-Dade County, Florida.

4. Venue is proper in this Court as the parties to this action reside in Miami-Dade County, Florida and all acts and occurrences giving rise to the causes of action set forth herein took place in Miami-Dade County, Florida.

Fact Allegations Common to All Counts

Initial Business Dealings

5. On or around October 17, 2023, DIDA presented Plaintiff with a Design Proposal for the main structure of the Subject Property which was subsequently accepted and executed by Plaintiff. The accepted Design Proposal shall be hereinafter referred to as the “Main Contract,” and a true and correct copy of the Main Contract is attached hereto as **Exhibit “A.”**

6. The Main Contract provides Plaintiff would pay DIDA a flat fee “Design Fee” in the amount of \$72,000.00 for the “complete schematic design phase including the execution, coordination, & supervision...” *Ex. A.*

7. The Main Contract further provides:

[f]or all furniture and accessories purchases, there will be an upcharge of 20%. **Fees won’t apply to art purchases. All interior design discounts will be granted to the Client.** Furniture and accessories must be purchased by Dida Home to provide designer discounts and for purchasing logistics such as placing orders, tracking, deliveries, and final installation.

Ex. A (emphasis added).

8. Plaintiff paid DIDA the initial deposit of \$43,200.00 (60%) of the Design Fee required by the Main Contract on October 20, 2023.

9. On or around April 16, 2024, DIDA presented Plaintiff with a Design Proposal for the guest house to be constructed on the Subject Property, which was subsequently accepted and executed by Plaintiff. The accepted Design Proposal for the guest house shall be hereinafter referred to as the “Guest House Contract,” and a true and correct copy of the Guest House Contract is attached hereto as **Exhibit “B.”**

10. The Guest House Contract provides Plaintiff would pay DIDA a flat fee “Design Fee” in the amount of \$45,000.00 for the “complete schematic design phase including the execution, coordination, & supervision...” *Ex. B.*

11. Like the Main Contract, the Guest House Contract further provides:

[f]or all furniture and accessories purchases, there will be an upcharge of 20%. **Fees won’t apply to art purchases. All interior design discounts will be granted to the Client.** Furniture and accessories must be purchased by Dida Home to provide designer discounts and for purchasing logistics such as placing orders, tracking, deliveries, and final installation.

Ex. B (emphasis added).

12. Plaintiff paid DIDA the entire \$45,000.00 for the flat fee “Design Fee” required by the Guest House Contract on April 29, 2024.

13. Plaintiff paid DIDA the second deposit on the Main Contract on or around May 16, 2024.

14. Both the Main Contract and the Guest House Contract state “[DIDA] will not charge any additional fees to materials purchases related to construction.” *See Ex. A and B.*

15. Between October 20, 2023 and January 31, 2026, Plaintiff paid DIDA the approx. sum of **\$6,331,275.78**, which amounts included the above-referenced Design Fees and/or deposits required by the Main Contract and the Guest House Contract.

Issues Surface With DIDA's Invoices And Records

16. The Main Contract and the Guest House Contract specifically provided that DIDA was to purchase furniture and accessories directly from DIDA's vendors "to provide designer discounts and for purchasing logistics such as placing orders, tracking, deliveries, and final installation." See Ex. A and B.

17. DIDA sent invoices to Plaintiff reflecting the amounts paid by DIDA to its vendors and adding the 20% upcharge which, per the Main Contract and the Guest House Contract, should have corresponded only to the amounts paid for the furniture and/or accessories purchased for the Project.

18. At all times material, Plaintiff trusted that DIDA's invoices accurately reflected the amounts charged to DIDA by its vendors and only included amounts authorized by the Main Contract and Guest House Contract.

19. At all times material, Plaintiff trusted that the 20% upcharge reflected on DIDA's invoices was based and corresponded only to the amounts DIDA paid to its vendors for furniture and/or accessories purchased for the Project *after applying all designer discounts*.

20. On or around February of 2026, Plaintiff discovered that DIDA's invoices, most of which had already been paid in full by Plaintiff, included amounts not supported or authorized by the clear, unambiguous terms of the Main Contract and the Guest House Contract. Specifically:

- a. DIDA's invoices had applied the 20% upcharge to **all** amounts that were purportedly charged to and paid by DIDA to vendors, not just to the amount corresponding to the furniture and/or accessories purchased for the Subject Property;

- b. DIDA's invoices had applied the 20% upcharge to amounts corresponding to (a) purchases of works of art and (b) purchases of raw materials for construction work to be performed at the Subject Property;
- c. Not all of DIDA's invoices reflect the application of designer discounts, and invoices that reflect the existence of designer discounts do not reflect how these were applied;
- d. DIDA's invoices charged incorrect amounts as and for sale's taxes;
- e. DIDA's invoices had charged Plaintiff for shipping and handling fees paid by DIDA to freight forwarders and similar logistics vendors, and had applied the 20% upcharge to the same; and
- f. DIDA's invoices had charged Plaintiff as and for storage fees paid by DIDA, and had applied the 20% upcharge on the same

21. Plaintiff also discovered that DIDA, in its invoices, inflated and/or misrepresented amounts paid for furniture and/or accessories purchased for the Subject Property, thereby increasing the 20% upcharge applied to these amounts, and that DIDA possibly doctored or falsified invoices or estimates from vendors for this purpose.

22. Examples of DIDA's inflating and/or misrepresenting amounts on invoices or of possibly doctoring and/or falsifying invoices or estimates are as follows:

- a. Plaintiff was provided two (2) invoices that pertain to the same purchase of furniture and/or accessories by DIDA from its vendor, Glas Italia, both invoices being attached hereto as **Exhibit "C"** and **Exhibit "D"** respectively. The first invoice (i.e. Ex. C) was for €44.100,00, the amount coinciding with

what DIDA charged Plaintiff, while the second invoices (i.e. Ex. D) was for €15.149,00.

- b. Plaintiff received an invoice for a chandelier procured from one of DIDA's vendors that DIDA submitted in support of charging \$10,000.00 for shipping of the chandelier, which DIDA seemingly charged to Plaintiff after inappropriately adding the 20% upcharge. However, despite claiming that DIDA paid \$10,000.00 for shipping, the payment instructions and spelled out amount found on the face of the invoice suggest DIDA was charged only \$7,816.00 for shipping of the chandelier. A copy of this invoice is attached as **Exhibit "E."**

23. Lastly, DIDA has yet to reimburse Plaintiff amounts advanced for two (2) items that were not and are no longer being delivered to the Subject Property.

24. Plaintiff requested that DIDA produce *all* invoices corresponding to purchases of furniture and/or accessories made by DIDA from its vendors along with any and all documents evidencing amounts actually paid by DIDA to these vendors; however, DIDA refused.

25. By refusing to provide invoices given to DIDA by any of its vendors and proof of the amounts DIDA paid to the vendors on each of these invoices, DIDA has inhibited Plaintiff from ascertaining and/or determining DIDA's compliance, or lack thereof, with the terms and conditions of the Main Contract and Guest House Contract.

26. Between February 26, 2026 and June 30, 2026, Plaintiff, through counsel, sent DIDA and/or DIDA's attorneys numerous electronic correspondences that, *inter alia*, repeatedly demanded that DIDA produce the invoices from DIDA's vendors and proof of payments made by DIDA to these vendors; however, to date, DIDA has failed or refused to provide the same.

27. Plaintiff retained the undersigned attorneys to bring forth this action against DIDA and has obligated itself to pay reasonable attorneys' fees for their services, as well as court costs incurred and/or advanced on Plaintiff's behalf.

28. All conditions precedent to the filing of this action have been performed, satisfied, and/or waived.

COUNT I – BREACH OF CONTRACT

29. Plaintiff realleges and incorporates the allegations in paragraphs 1 through 28, including all subparts, as though fully set forth herein.

30. This is an action for breach of contracts and for money damages in excess of \$50,000.00 and otherwise within this Court's jurisdiction.

31. Plaintiff is the owner of the Subject Property located in Miami-Dade County, Florida and bearing the address of 158 Palm Ave., Miami Beach, Florida 33139. There are two (2) structures located on the Subject Property: the main house and the guest house.

32. On or around October 23, 2023, Plaintiff and DIDA entered into the Main Contract. *See* Ex. A.

33. On or around April 16, 2024, Plaintiff and DIDA entered into the Guest House Contract. *See* Ex. B.

34. The Main Contract and Guest House Contract collectively set forth the terms and conditions governing DIDA's provision of design and remodeling services to the Subject Property and compensation to be paid to DIDA for the same. *See* Ex. A and B.

35. The Main Contract and Guest House Contract respectively set forth flat fees to be paid to DIDA for services rendered pursuant to the same. *Id.*

36. The Main Contract and Guest House Contract explicitly state that “[f]or all furniture and accessories purchases there will be an upcharge of 20%” and that “[f]ees won’t apply to art purchases.” *Id.*

37. The Main Contract and Guest House Contract required DIDA to grant Plaintiff all interior design discounts and further explained how DIDA needed to purchase the furniture and/or accessories in order to provide the designer discounts. *Id.*

38. The Main Contract and Guest House Contract do not authorize DIDA to charge a 20% upcharge to anything other than the purchase of furniture and/or accessories. *Id.*

39. Through the date of this Complaint, Plaintiff has paid DIDA the total sum of **\$6,331,275.78**, said amount inclusive of the flat fees required by the Main Contract and Guest House Contract respectively as well as the amounts reflected on each of the invoices sent by DIDA to Plaintiff prior to February of 2026.

40. Plaintiff recently discovered that DIDA contrary to the terms of the Main Contract and Guest House Contract, DIDA sent invoices and otherwise charged Plaintiff amounts not supported or authorized by the Main Contract and Guest House Contract which include, but are not limited to:

- a. a 20% upcharge applied to all amounts purportedly charged to DIDA by its vendors, and not just applied to amounts corresponding to purchases of furniture and/or accessories for the Subject Property;
- b. a 20% upcharge applied to purchases of works of art;
- c. a 20% upcharge applied to purchases of raw materials used for construction work being performed at the Subject Property;
- d. charged incorrect amounts as and for sale’s taxes;

e. shipping and handling fees freight forwarders and similar logistics vendors, along with a 20% upcharge applied to the same; and

f. storage fees, along with the 20% upcharge applied to the same.

41. DIDA also failed to grant all designer discounts to Plaintiff and/or to reflect the existence and application of such discounts on invoices sent to Plaintiff.

42. DIDA also inflated and/or misrepresented amounts that DIDA paid for furniture and/or accessories purchased for the Subject Property in order to increase the amount DIDA would receive on the 20% upcharge. *See* Ex. C, D, and E.

43. DIDA also failed and/or refused to reimburse Plaintiff amounts advanced for two (2) items that were not delivered and no longer being delivered to the Subject Property.

44. The above-described actions by DIDA are material breaches of the Main Contract and Guest House Contract.

45. As a direct result of DIDA's breaches of the Main Contract and Guest House Contract discussed herein, Plaintiff has suffered significant damages

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in its favor and against the Defendant DIDA HOME, LLC awarding money damages against DIDA, along with pre- and post-judgment interest at the applicable statutory rate; awarding court costs as well as attorneys' fees if and where appropriate; and granting any such other and further relief this Court deems just and proper under the circumstances.

COUNT II - FRAUD

46. Plaintiff realleges and incorporates the allegations in paragraphs 1 through 28, including all subparts, as though fully set forth herein.

47. At all times material, DIDA regularly submitted invoices to Plaintiff that DIDA represented were for amounts that were authorized by the terms of the Main Contract and/or the Guest House Contract.

48. DIDA made the above-stated representations knowing and expecting that Plaintiff would act in reliance upon the same and to induce Plaintiff into paying the full amounts sought in each and every invoice.

49. In reliance of DIDA's representations, Plaintiff altogether paid the sum of **\$6,331,275.78** to DIDA, the majority of said amount corresponding to amounts reflected on DIDA's invoices that DIDA represented were authorized by and/or in accordance with the terms of the Main Contract and/or the Guest House Contract.

50. Plaintiff since discovered that DIDA made material misrepresentations to Plaintiff as to the amounts that DIDA was invoicing and/or charging Plaintiff and falsely claiming that said amounts were pursuant to the terms of the Main Contract and/or Guest House Contract.

51. Specifically, DIDA sent invoices to Plaintiff that included amounts not supported or authorized by the Main Contract and Guest House Contract including, without limitation:

- a. a 20% upcharge applied to all amounts purportedly charged to DIDA by its vendors, and not just applied to amounts corresponding to the purchases of furniture and/or accessories for the Subject Property;
- b. a 20% upcharge applied to purchases of works of art;
- c. a 20% upcharge applied to purchases of raw materials used for construction work being performed at the Subject Property;
- d. charged incorrect amounts as and for sale's taxes;
- e. storage fees, along with the 20% upcharge applied to the same; and

f. shipping and handling fees freight forwarders and similar logistics vendors, along with a 20% upcharge applied to the same.

52. DIDA also inflated and/or misrepresented amounts paid to its vendors as and for furniture and/or accessories purchased for the Subject Property, even doctoring and/or falsifying invoices from its vendors in furtherance of the fraud. *See* Ex. C, D, and E.

53. Plaintiff requested that DIDA produce all invoices corresponding to purchases of furniture and/or accessories made by DIDA from its vendors along with any and all documents evidencing amounts actually paid by DIDA to these vendors; however, DIDA refused.

54. The misrepresentations and fraudulent conduct by DIDA described herein is the direct and proximate cause of damages suffered by Plaintiff in the form of amounts overpaid to DIDA, said amount not inclusive of prejudgment interest and/or attorneys' fees and costs.

WHEREFORE, Plaintiff prays this Court enter a judgment in its favor and against DIDA; award Plaintiff damages as well as pre- and post-judgment interest; award court costs and attorney's fees where applicable; and grant Plaintiff any other relief this Court deems proper.

Dated: July 16, 2026

RASCO KLOCK & NIETO, P.A.
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Coral Gables, Florida 33134
Telephone: (305) 476-7100
Facsimile: (305) 476-7102
Service E-mail: docketing@rascoklock.com

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Fla. Bar No. 70176
aorizondo@rascoklock.com
Attorneys for Plaintiff Ron Ozer As Trustee

Exhibit A

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Dida Home, LLC.
3200 N Miami Ave. Unit B
Miami, FL 33127

October 17, 2023

Dida Home Design Proposal for the Ozer Residence located at 158 Palm Avenue, Miami Beach FL 33139.

Thank you for considering Dida Home for the new interior design of your residence located at 158 Palm Avenue, Miami Beach FL 33139. We will assure to create an amazing concept that will meet all your requirements in both aspects: design and function.

After learning the scope of works we have prepared this design proposal for your review, please find below:

- Schematic Design Phase

This phase consists of Dida Home providing an overall design concept for specific areas of the project that includes mood boards, furniture layout options, finishes, furniture, and accessories selections. In this phase Dida will provide design plans, presentations & renders to visualize the complete design concept. Dida will select all finishes, furniture and accessories based on a preliminary approved budget by the Client.

For this project the scope of works is the following:

1. Design support to exterior façade, pool terrace & landscape consulting.
2. Re design both powder bathrooms on first level.
3. Re design Kitchen Island and re select countertop & backsplash.
4. Bar entertaining area interior design.
5. Re select interior staircase and 2nd flooring finishes.
6. Primary bedroom, bathroom & closet complete design & finishes selection.
7. Spa & gym finishes selection.
8. Secondary bedroom and office closet design & finishes selections.
9. Custom Built-ins, wood paneling, wall application design throughout the residence.
10. New furniture & accessories selection where needed.
11. Rooftop complete design and finishes & furniture selections (2nd Phase).
12. Interior design execution supervision for all areas mentioned above until completion of the project.

When the scope above is completed, Dida Home will provide a design book with all details to the Client. The number of renders for this project are 12.

RO

The design phase for this project must be completed within 6 weeks to maintain the flat fee rate for the exception of the rooftop which will be done in a second phase. For the complete Schematic Design Phase including the execution coordination & supervision Dida Home charges a flat fee of \$72,000. This project will take approximately 16 to 20 weeks depending on final furniture selections. Rooftop design fees will be estimated after learning the final scope and square footage of the project.

For all furniture and accessories purchases there will be an upcharge of 20%. Fees won't apply to art purchases. All interior design discounts will be granted to the Client. Furniture and accessories must be purchased by Dida Home to provide designer discounts and for purchasing logistics such as placing orders, tracking, deliveries, and final installation.

General Contractor's budget and fees are not included in Dida Home's flat fee. Dida Home will not act as a construction manager, job supervisor or purchasing agent for the General Contractor. Dida Home's services include overseeing that the contractor applies and execute in a good manner the design concept by meeting up the required standards for the finishes' installations only when this phase is in execution. Dida Home will not charge any additional fees to materials purchases related to construction.

Furniture & accessory budgets are not included in Dida Home's flat fee and must be selected with the Client at the beginning of the project to develop the Schematic Design Phase in a timely manner.

Once construction is done [by others] and all furniture is in place, Dida will offer an additional 5-day period to select in-stock accessories and art with the client in case this was not completed in the design phase.

If the Client cancels the project after design work commences, the Client is liable to pay a cancellation fee equal to 70% of the total design fee. The Client agrees that this fee will be a reasonable estimate of the damages suffered by Dida Home due to cancellation and is not a penalty.

Terms of Payment:

- 60% to start the Schematic Design phase: \$43,200.
- 30% prior to finish the Design phase: \$21,600.
- 10% at completion of the project: \$7,200.

Paid by wire 10/18/23

I, Ron Ozer, agree to this proposal and its terms:

Ron Ozer

Date: 10/13/2023



3200 N Miami Ave. Unit B, Miami FL 33127 | 786.332.4479

www.didahome.com

Exhibit B

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Dida Home, LLC.
3200 N Miami Ave. Unit B
Miami, FL 33127

April 16th, 2024

Dida Home Design Proposal for 158 Palm Avenue Located at Palm Island, Miami Fl.

Thank you for considering Dida Home for the new interior design of your residence located at 158 Palm Avenue, Miami Fl. We will assure to create an amazing concept that will meet all your requirements in both aspects: design and function.

After learning the scope of works we have prepared this design proposal for your review, please find below:

- Schematic Design Phase

This phase consists of Dida Home providing an overall design concept for specific areas of the project that includes mood boards, furniture layout options, finishes, furniture, and accessories selections. In this phase Dida will provide design plans, presentations & renders to visualize the complete design concept. Dida will select all finishes, furniture and accessories based on a preliminary approved budget by the Client.

For this project the scope of works is the following:

1. New design layout and finishes selection for guest house.
2. New design and furniture selection for rooftop terrace.

The number of renders for this project are 5.

After everything is selected, Dida Home will provide a design book with all details to the Client and General Contractor. The design phase for this project must be completed within 14 weeks to maintain the flat fee rate. For the complete Schematic Design & Décor Phase Dida Home charges a flat fee of \$45,000 and it includes the execution phase coordination.

For all furniture and accessories purchases there will be an upcharge of 20%. Fees won't apply to art purchases. All interior design discounts will be granted to the Client. Furniture and accessories must be purchased by Dida Home to provide designer discounts and for purchasing logistics such as placing orders, tracking, deliveries, and final installation.

General Contractor's budget and fees are not included in Dida Home's flat fee. Dida Home will not act as a construction manager, job supervisor or purchasing agent for the General Contractor. Dida Home's services include overseeing that the contractor applies and execute in a good manner the design concept by meeting up the required standards for the finishes' installations only when this phase is in execution. Dida Home will not charge any additional fees to materials purchases related to construction.

Furniture & accessory budgets are not included in Dida Home's flat fee and must be selected with the Client at the beginning of the project to develop the Schematic Design Phase in a timely manner.

Once construction is done [by others] and all furniture is in place, Dida will offer an additional 5-day period to select in-stock accessories and art with the client in case this was not completed in the design phase.

If the Client cancels the project after design work commences, the Client is liable to pay a cancellation fee equal to 70% of the total design fee. The Client agrees that this fee will be a reasonable estimate of the damages suffered by Dida Home due to cancellation and is not a penalty.

Terms of Payment:

- 70% to start the Schematic Design phase: \$31,500.
- 30% prior to finish the Design phase: \$13,500.

I, Ron Ozer, agree to this proposal and its terms:

Ron Ozer

Date: 04/16/2023



3200 N Miami Ave. Unit B, Miami FL 33127 | 786.332.4479

www.didahome.com



PAID

In Full 45k

04/24/24

Exhibit C

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DOORS AND PARTITIONS SYSTEM

Italian Modern Design
3301 NE 1st Ave # 2602
FL 33137 Miami
United States
pierra@italianmodernndesign.com

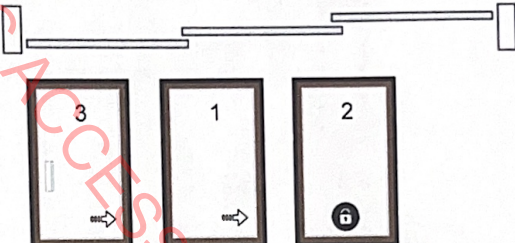
CUSTOMER DIDA HOME -

02

RIF. ORDER 158 palm

ORDER S_66912

03/07/2024

CODE	DESCRIPTION	PRICE (euro)
SOS33555	CUSTOM SLIDING SYSTEM SPECIAL ORDER - SOS33555 CEILING RAIL IN PLASTERBOARD - 3 DOORS WIDTH OPENING 3048 mm. - HEIGHT OPENING 3480 mm. CUSTOM DOOR HEIGHT 3468 mm - SPECIAL HEIGHT. CUSTOM RAIL COLOUR 313. ANODIZZATO BRONZO WIDTH 3044 MM.	2.000,00
XSC3S	3 WAYS RAIL 3044 mm.	
		
	FRAME COLOUR 313. ANODIZZATO BRONZO	
SSL	CUSTOMIZED DOOR 1 = SHERAZADE SLIDING SYSTEM - (L = 1021 mm.) EXTRALIGHT GLASS WITH WIDE BRONZE MESHES - 531. WIDE BRONZE	13.950,00
SSL	DOOR 2 = SHERAZADE SLIDING SYSTEM - (L = 1021 mm.) EXTRALIGHT GLASS WITH WIDE BRONZE MESHES - 531. WIDE BRONZE	13.950,00
SSL MSSS	DOOR 3 = SHERAZADE SLIDING SYSTEM - (L = 1021 mm.) EXTRALIGHT GLASS WITH WIDE BRONZE MESHES - 531. WIDE BRONZE HANDLE WITHOUT SUPPORT	13.950,00 250,00
PRICES VAT EXCLUDED		TOT. 44.100,00

Italian Modern Design
3301 NE 1st Ave # 2602
FL33137 Miami
United States
piera@italianmoderndesign.com

CUSTOMER DIDA HOME -

02

RIF. ORDER 158 palm

ORDER S_66912

03/07/2024

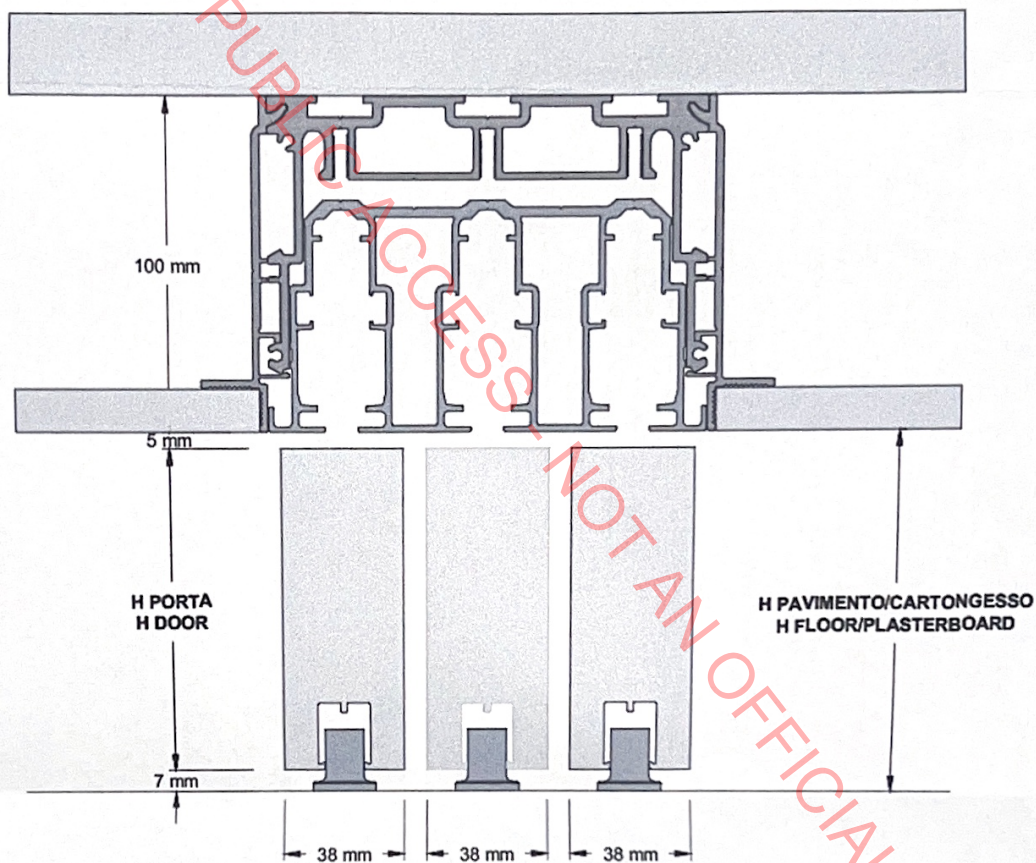


Exhibit D

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DOORS AND PARTITIONS SYSTEM

Italian Modern Design
3301 NE 1st Ave # 2602
FL33137 Miami
United States
piera@italianmoderndesign.com

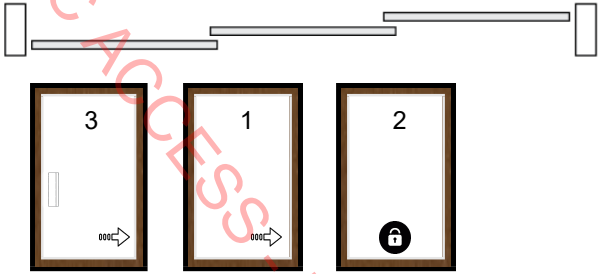
CUSTOMER DIDA HOME -

RIF. ORDER 158 palm

ORDER S_66912

03/07/2024

02

CODE	DESCRIPTION	PRICE (euro)
SOS33555	SLIDING SYSTEM - SOS33555 CEILING RAIL IN PLASTERBOARD - 3 DOORS WIDTH OPENING 3048 mm. - HEIGHT OPENING 3480 mm. DOOR HEIGHT 3468 mm. RAIL COLOUR 313. ANODIZZATO BRONZO WIDTH 3044 MM.	686,00
XSC3S	3 WAYS RAIL 3044 mm.	
	 FRAME COLOUR 313. ANODIZZATO BRONZO	
SSL	DOOR 1 = SHERAZADE SLIDING SYSTEM - (L = 1021 mm.) EXTRALIGHT GLASS WITH WIDE BRONZE MESHES - 531. WIDE BRONZE	4.796,00
SSL	DOOR 2 = SHERAZADE SLIDING SYSTEM - (L = 1021 mm.) EXTRALIGHT GLASS WITH WIDE BRONZE MESHES - 531. WIDE BRONZE	4.796,00
SSL MSSS	DOOR 3 = SHERAZADE SLIDING SYSTEM - (L = 1021 mm.) HANDLE WITHOUT SUPPORT EXTRALIGHT GLASS WITH WIDE BRONZE MESHES - 531. WIDE BRONZE	4.796,00 75,00

PRICES VAT EXCLUDED

TOT. 15.149,00

Italian Modern Design
3301 NE 1st Ave # 2602
FL33137 Miami
United States
piera@italianmoderndesign.com

CUSTOMER DIDA HOME -

02

RIF. ORDER 158 palm

ORDER S_66912

03/07/2024

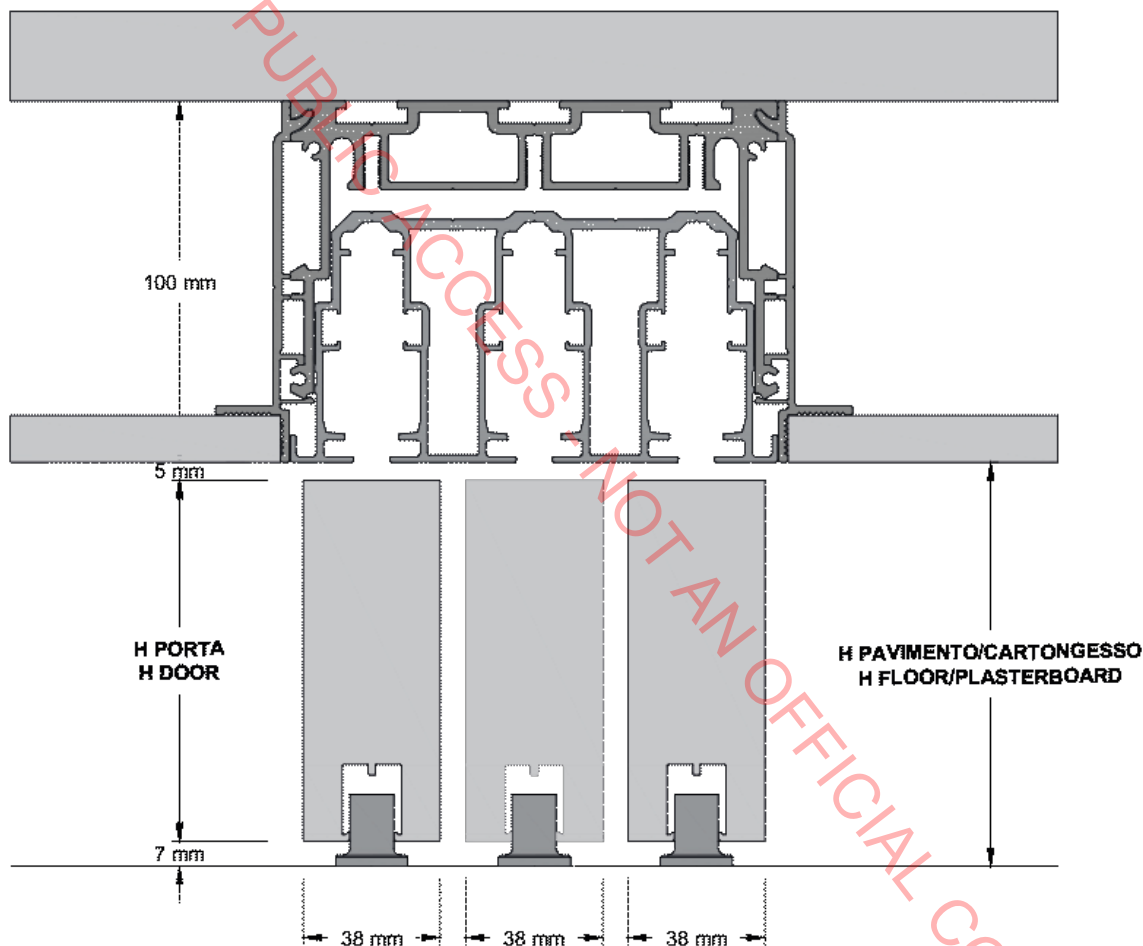


Exhibit E

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SINCE 1974
MATHIEU LEHANNÉUR

70 rue Jean Jacques Rousseau
94200 Ivry-sur-Seine France
studio@mathieulehanneur.com
www.mathieulehanneur.com

BILL TO :
DIDA HOME, LLC
3200 N. Miami Ave., Part B
Miami, FL 33127
USA

SHIP TO :
158 Palm Avenue
Miami Beach, FL 33139
USA

INVOICE IN AMERICAN DOLLARS
ORDER REF : 24D0006 – USA_DIDAHOME_X1_2402-V2

Issue date	Invoice n°	Payment
06/08/2024	TRT_2024_010 <i>Referred to Invoice F2402007, date 29/02/2024</i>	Bank transfer

Description	Quantity	Unit price excl. VAT	Total price excl. VAT
FORMS CHANDELIER 2 wooden crate: - Metal tubes : 196 x 156 x H 80 cm / 150 kg - Metal frames : 216 x 116 x H 54 cm / 350 kg	1	10 000 USD	10 000 USD
Shipping-delivery services - Collect at warehouse (Paris region) - France Export Customs Clearance - Air freight to Miami - USA Import Customs Clearance - Delivery to the address : 158 Palm Avenue - Miami Beach, FL 33139 - USA - MPF Charge - BOND Fees - Insurance : crate's total loss			
Not included : other expenses not described here above.			
TOTAL AMOUNT EXCLUDED VAT			10 000 USD
VAT 20%			0
TOTAL AMOUNT TO BE PAID : seven thousand and eight hundred and sixteen American dollars			10 000 USD

I PAYMENT TERMS for the total amount to be paid 7 816 American dollars : on receipt of this invoice

- Not included : VAT, taxes, duties, insurance other than crate's total loss.
- All payments must be made in full, without deduction of bank charges.
- Please write the invoice number when transferring funds so that we can easily identify your order.

II BANK ACCOUNT DETAILS :

BENEFICIARY NAME : SINCE 1974

Bank Name : HSBC

Bank Address : 3 rue des Mathurins – 75009 PARIS

Bank Code : 30056

Branch Code : 00069

Bank Account Number: 00690045904

IBAN : FR76 3005 6000 6900 6900 4590 427

SWIFT CODE : CCFRFRPP

III PAYMENT CORRESPONDS TO THE ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREBY DESCRIBED.

SIRET : 507 455 426 00027

Code NAF : 7410Z

TVA Intracommunautaire : FR81507455426