

# MEMO

Client owns a home worth about \$300,000.

In June/July 2020, client hired James B Martin Inc to install new windows in the home. Client also made a down payment.

In January 2021, the company started the installation process. There was a total of 13 new windows that needed to be installed. To date, three windows have not been replaced and company installed the wrong windows for the other 2 were wrong.

Client tried to resolve the issues with LL by asking them to correct the issue and install the windows she desired. Company refused and advised client that in signing the contract she agreed to the work done. The company was adamant that they would only install the incorrect windows and that client also paid them in full. As a result of the failure to resolve the issue, client does not believe that the company should be paid for something she did not desire.

In 2021, the city of Fort Lauderdale did an inspection and advised that the windows were not properly installed. Client also adds that she has had water damage, when it rains, due to poor installation.

On February 18, 2022, a construction lien was placed on client's home. Prior to this, client received a notice of intent to file a claim of lien. At the time of the intake, she did not remember the specific date she received said notice.

On October 28, 2022, a lawsuit was filed by the company against client (COCE22067542). The company is suing for damages in the amount of \$5,150.96.

On November 28, 2022, Client's boyfriend was served on her behalf.

On December 13, 2022, Client filed an answer.

On December 29, 2022, a notice of summary judgment was filed.

On January 11, 2023, a notice of hearing was filed. However, the hearing slated to take place on February 15, 2023 was later cancelled.

On January 25, 2023, an order referring case to mediation was filed. The parties are currently in the process of choosing a mediator. No mediation date has been set as of February 22, 2023.