

JURY VERDICTS & SETTLEMENTS

A20 • MONDAY, JUNE 5, 2006 • DAILY BUSINESS REVIEW

ITALIAN CABINETMAKER WINS MOST CLAIMS AGAINST INSTALLER

Case: Berloni SPA v.
Della Casa LLC

Case no.: 03-011714-18,
Broward Circuit Court

Description: Breach
of contract

Filing date: July 7,
2003

Trial date: April 25,
2006

Judge: John Luzzo

Plaintiff lawyers:
Paul A. McKenna of
McKenna & Obront,
Miami; Joseph H.
Ganguzza of Haber &
Ganguzza, Miami

Defense lawyers:
Larry Leiby and
Michael Stearns, Leiby
Stearns & Roberts, Fort
Lauderdale

Details: In 2001,
Berloni, a 50-year-old
family-run kitchen cabi-
net manufacturer
located in Pesaro, Italy,
contracted with
Miramar-based Della
Casa, one of the top
installers of kitchens for

high-rises in South Florida, to pro-
duce cabinets for 900 kitchens in four
different condominium projects over
18 months. Della Casa accepted the
cabinets, but then defaulted on more
than \$2.5 million in payments — over
half of the invoices. Della Casa
claimed it was overcharged, that the
cabinets were damaged and missing
parts and that they were mislabeled.

The Miramar company sought a



Paul A. McKenna and Joseph H. Ganguzza represented Italian kitchen cabinet manufacturer Berloni SPA.

\$1.7 million offset for replacement
parts and to cover additional installa-
tion costs. It also filed a counterclaim
against Berloni claiming tortious
interference with a business relation-
ship based on a prospective Della
Casa client being unhappy with a
sample cabinet Berloni produced.

Plaintiff's case: McKenna argued
that Berloni's pricing was consistent

See Cabinets, Page A22

CABINETS

From Page A20

with custom cabinets. Because of Della Casa's short timeframe and the individuality of the product, he said, Berloni had to bill each set of cabinets after they were manufactured. Della Casa, he said, stopped paying the invoices after all the cabinets were delivered. McKenna further argued that there were no manufacturing defects or damage to the unit and that Della Casa could provide no tangible evidence of such at trial. As for the counterclaim, the Berloni technician who took the Della Casa order testified that the sample was manufactured to specifications. In addition, McKenna defended Berloni by arguing that the company had no intention of providing a poor product, as they wanted to be the manufacturer on the project. There needed to be intent and there was no evidence of that.

Defense case: According to Leiby, he argued that the cabinets provided by Berloni were overpriced and arrived damaged. An Italian cabinet maker who previously had worked with Della Casa testified as to what

he would have charged for the products. Leiby presented photos of the damaged cabinets. In support of Della Casa's counterclaim, Martin Margulies, a South Florida developer, testified that he was dissatisfied with a sample kitchen Berloni produced for his project and that he revoked a \$1.6 million contract with Della Casa.

Outcome: After a nine-day trial and more than two hours of deliberations, the jury came back with a \$2.1 million verdict in favor of Berloni. The jury found for Berloni on five of the seven claims. For the two claims Della Casa won, Berloni had signed final releases indicating that it had been paid for their work in those condo developments.

Post-trial: Leiby called the verdict an "aberration" and has filed a motion for a new trial, a motion to set aside the verdict and a motion in opposition of the verdict. A hearing is set for Thursday in front of Judge Luzzo. Della Casa also has hired Joseph Rebak of Tew Cardenas of Miami, as additional co-counsel. ♦

— Rebecca Riddick

