



Concepción Martínez & Bellido's Trial Team Win Federal Product Liability Trial and Post-Trial Motions for DuPont

On October 15, 2010, [Nelson Bellido](#), [Gavin White](#) and [Scott Burr](#) obtained a favorable jury verdict in federal court in a case brought against our client, E. I. du Pont de Nemours and Company (DuPont) by Grovenor House, LLC, a developer of a luxury condominium in Miami, FL.. Plaintiff brought claims for breach of Florida's statutory warranty, negligent misrepresentation and breach of express warranty alleging that delaminations in its exterior glass canopy were the result of SentryGlas® Plus 2000. At the close of Plaintiff's case, the judge dismissed the claim for breach of Florida's statutory warranty and reserved judgment on the claim for breach of express warranty pending additional briefing from the parties. The jury entered a defense verdict on the negligent misrepresentation claim. The jury found a breach of express warranty and awarded Plaintiff \$7,125 (a fraction of Plaintiff's demand) finding that DuPont was 15% liable for the damage. At the time of trial, Grovenor sought over \$630,000.00 in damages. The property was still undergoing repairs at the time of trial and Plaintiff argued that the damages could increase as a result of the continued work being performed. This award would be vacated if the court ruled in favor of DuPont after considering the additional briefing requested by Federal Judge Marcia Cooke. The jury verdict allows DuPont to pursue its attorney's fees under a Florida procedural rule because the Plaintiff refused DuPont's previous proposal to settle the matter for more than the jury ultimately awarded.

Subsequently, on Friday, February 25th, the U.S. District Court Judge for the Southern Judicial District of Florida entered an [Order granting our Motion for Judgment as a Matter of Law](#) and [denied Plaintiff's post-trial motions for a new trial](#). The Court granted DuPont's Motion for Judgment as a matter of law on the count for breach of statutory warranty (Count 1) and breach of express warranty (Count 3). The jury had returned a verdict in favor of DuPont as to the count of negligence (Count 2). This means that Plaintiff receives nothing.

This opinion is significant because the U.S. District Court granted DuPont a judgment notwithstanding the verdict on Count III of the Complaint for breach of express warranty, thus giving our client a successful and complete defense win. Westlaw published the Order on the Motion to Dismiss, the Complaint and other miscellaneous orders. Special recognition goes to lead counsel Nelson Bellido, second chair Gavin White and Scott Burr, who was crucial in the drafting of trial and post-trial motions, and paralegal Jeannette Lorenzo for her assistance in preparing the case for trial.

If you have any questions regarding the case, please contact [Nelson Bellido](#) at 305.444.6669 ext. 186.