

## STATE OF LOUISIANA

NO. 2023-12958

DIVISION A

PORTOFINO L.L.C.

VERSUS

BRUISER L.L.C. and KEVIN BARDUCA.

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK**WRITTEN REASONS FOR JUDGMENT**

This matter came for hearing on plaintiff's Petition for Temporary Restraining Order

Present in open court were:

Jeremy Call, Attorney for plaintiff Portofino L.L.C.; and

Wayne Jablonowski, Attorneys for Bruiser's L.L.C and Kevin Barducas.

Testifying in open court were Kirk Gallagher, Mike Mehojevich, and Kevin Barduca.

After testimony and exhibits were received into evidence, the matter was taken under advisement. Having reviewed the applicable law and testimony, the Court now rules as follows.

Before the Court is a lease termination dispute regarding removal of certain fixtures installed by the lessee on the leased property. The property in question was formerly a commercial garage space owned by Portofinos and leased to Kevin Barducca and Bruiser's L.L.C., to commence on May 1, 2013. Lessee/defendants intended to and did make various changes and additions to convert the space to a functioning restaurant. As of July 31, 2023, the lease is terminated. What remains to be determined is the ownership of certain items installed by the lessee.

The Court makes the following determination over disputed property. All of the following items are adjudged to be the property of Kevin Barduca, and therefor allowed to be removed by him.

1. The hood vent purchased and installed by Kevin Barduca, referenced in Exhibit 22,

along with the fire suppression equipment referenced in Exhibit 32.

2. Eight pendant lights purchased and installed by Kevin Barduca, referenced in Exhibit 11.

3. All planter boxes which were constructed by or on behalf of Kevin Barduca referenced in Exhibits 14 through 17.

5. The unattached outside bar purchased by or on behalf of Kevin Barduca referenced in Exhibits 19 and 20.

6. The 10 ton AC unit and venting purchased and installed by Kevin Barduca referenced in Exhibit 21. The AC venting specifically was installed for use due to loss of cooling from the vent hood. Testimony from Mike Mehojevich established its connection to the vent hood, as well as its ease of removal without damage to the building.

7. The free standing bar sink and with drain pipe purchased by Kevin Barduca referenced in Exhibit 28.


Paragraph X of the Lease contains the following provision: "All buildings and improvements of whatever nature placed by Lessee on the leased property, except moveable trade fixtures and all easily moveable restaurant equipment, shall at once become the property of Lessor." The above items are determined by this Court to be moveable trade fixtures or easily moveable restaurant equipment which are thus the property of Kevin Barduca and subject to his removal.

All remaining items are considered to be immoveable property belonging to Portofinos.

The second sentence in Paragraph X of the lease provides as follows: "If the lease is terminated the Lessee shall repair any damage caused by removal of the restaurant equipment within 15 days." This provision remains in effect.

A Judgment consistent with these reasons will be signed when presented to the Court. All parties are to bear their own costs.

Covington, Louisiana, this 28 Day of July, 2023.

  
Raymond S. Childress  
District Judge, Division "A"