



COURT OF BARI

SPECIALISED BUSINESS SECTION

ITALIAN REPUBLIC

IN THE NAME OF THE ITALIAN PEOPLE

The Court of Bari, Specialised Business Section, sitting in chambers in the presence of Messrs:

- | | |
|-------------------|-------------------------|
| 1. Dr Raffaella | Simone- President |
| 2. Dr. Michele De | Palma- Judge-Rapporteur |
| 3. Dr Paola | Cesaroni- Judge |

Having heard the report of the Delegated Judge, has pronounced the following

S E N T E N C E

In the civil action in the first instance registered under No. 10369/2018 R.G. between:

SUN WORLD INTERNATIONAL LLC (Attorneys JACOBACCI FABRIZIO, EMANUELA TRUFFO and LUIGI BARBERIO)

- PLAINTIFF/COUNTERCLAIMANT - AND

GIANNI STEA IMPORT-EXPORT SRL (Avv. MANNO ROBERTO)

- DEFENDANT/COUNTERCLAIMANT - AS WELL

AS

ANGELA MIGLIONICO, as owner of the sole proprietorship (Avv. PARIDE LO MUZIO)

- THIRD CALL -

- FACT AND LAW -

1. By writ of summons, served on 23.07.2018, Sun World International LLC sued Gianni Stea Import-Export s.r.l. before this Specialised Section, in order to ascertain and declare the liability of the defendant for the

infringement of national patent No. 1338, concerning the table grape variety 'Sugraone' and infringement of the trademark 'Superior Seedless' owned by the plaintiff, as well as for unfair competition to the plaintiff's detriment, pursuant to Article 2598 of the Civil Code. Consequently, he asked for: 1) the defendant company to be sentenced to pay compensation for all damages; 2) the restitution of the profits realised by virtue of the unlawful conduct allegedly perpetrated by Gianni Stea, pursuant to Article 125, paragraph 3, of the Code of Criminal Procedure; 3) an injunction against the defendant company in relation to any action concerning the sale and/or distribution, packaging, marketing, export, promotion and advertising of the products illustrated in the preliminary deed, constituting an infringement of patent No. 1338 owned by the plaintiff; order the defendant to pay the costs of the proceedings.

Gianni Stea Import-Export s.r.l. appeared before the court by way of appearance and response, contesting the plaintiff's claim and requesting that it be rejected as unfounded, as well as requesting that the individual company of Angela Miglionico be sued *'in order that its exclusive responsibility in the matter in question be declared and that it therefore be the addressee of the measures that the Court of First Instance may decide to issue; or, in the alternative, that Stea be indemnified and held harmless by it from any and all consequences that the matter in question may have in financial, economic and other terms'*. The defendant, moreover, formulated the following counterclaims: *"a) declare the invalidity of Italian patent No. 1338 'SUPERIOR SEEDLESS' in that it lacks, ab origine, the fundamental requirement of novelty pursuant to Article 103 of the IPC, the variety having been marketed by the breeder and with his consent in the United States well before the grace period; b.*

(b) declare the total lack of distinctiveness of the mark 'SUPERIOR SEEDLESS'; (c) find Sun World liable pursuant to Article 2598 of the Civil Code c) declare Sun World liable pursuant to Article 2598 of the Civil Code for emulative conduct vis-à-vis Gianni Stea, as well as for the abuse of the dominant position and the other anti-competitive profiles that will emerge in the course of the proceedings; d) order Sun World to pay compensation for the pecuniary and non-pecuniary damage suffered and to be suffered by Gianni Stea, subject to a more precise quantification in the light of the results of the proceedings, or in the measure considered appropriate and fair by the judge, with an award of costs and legal fees.

By order of 12.12.2018, the summons of the aforementioned sole proprietor was authorised and the hearing for the parties' appearance was postponed.

Summoned to appear, the sole proprietor of Miglionico Angela entered an appearance and requested that *"(a) reject the plaintiff's claims as unfounded in fact and in law, and consequently order the reimbursement of the costs, fees and expenses of the present proceedings; (b) order the plaintiff to pay the costs and fees of the present proceedings as*

its culpable imprudence and inexperience. In particular, the defendant-appellee requests that the Ill.mo Giudice condemn Sun World International to the aforementioned payment, increased pursuant to Article 96 c.p.c."

The proceedings were instructed by the filing of the parties' documents and the performance of an agronomic CTU, the outcome of which was adjourned for the definition of the conclusions and retained for decision with the granting of the terms pursuant to Article 190 of the Code of Civil Procedure for the filing of closing statements and rebuttal briefs.

2. In consideration of the opposing claims raised by the plaintiff and defendant companies in relation to the 'Sugraone' industrial property right, it is necessary to examine first of all the counterclaim seeking a declaration of invalidity of Italian patent No. 1338, granted to Sun World International LLC on 13.12.1994, on an application dated 14.9.1983, in that it lacked, *ab origine*, the requisite of novelty, the variety having been marketed by the breeder in the United States before the so-called period of grace.

First of all, the applicable rules *ratione temporis* must be identified, taking into account, as seen, that the patent in question was granted on 13.12.1994, on an application filed on 14.9.1983.

In this regard, the relevant legislation, as also agreed by the parties' defence, is that contained in Presidential Decree No. 974/1975 ("*Rules for the protection of new plant varieties*") implementing the Convention for the Protection of *New Varieties of Plants*, adopted in Paris on 2.12.1961 and the additional act containing amendments to the aforesaid convention adopted in Geneva on 10.11.1972 (hereinafter, the UPOV Convention). In fact, as far as is relevant here, this legislation remained unchanged in our State until the entry into force of legislative decree no. 455/1998, containing '*Regulations for adaptation to the requirements of the 1991 Revision Act of the International Convention for the Protection of New Varieties of Plants*'.

Having said this, it should be noted that Article 1, paragraph 3, of Presidential Decree no. 974/1975 lays down, among the requirements for the granting of the breeder's right, that of novelty, i.e. that "*Prior to the filing of the patent application, the plant variety must not, with the agreement of the breeder or his successor in title, have been the subject of commercial acts in Italy, nor, for more than four years, in any other State*" and paragraph 4 of the same article adds that "*However, the fact that a new plant variety has been the subject of cultural trials or has been registered or submitted for registration in an official register cannot be opposed to the breeder's consent. 4 of the same article adds that "However, the fact that a new plant variety has been the subject of cultural trials or has been entered, or has been presented for registration, in an official register may not be opposed to the breeder of the variety or his successor in title"*.

The defence of the plaintiff company assumes that the 1961/1972 version of the UPOV Convention provided the following definition of variety in Article 2(2): '*for the purposes of this Convention, the term variety shall apply to any cultivar, clone, line, hybrid strain capable of being cultivated*

...'. Thus, according to the defence thesis at issue '*the term variety within the meaning of the rule applicable at the time was circumscribed to material susceptible of propagation (i.e. from which a plant could be grown)*. [31] *This definition of variety has the purpose - and the merit - of making the term coincide exactly with what constitutes the scope of protection of the patent right which, it should be recalled, is constituted by the propagation material, as material that allows the variety to be multiplied, i.e. to perform that act that the exclusive right reserves to the breeder. Consequently, the requisite of novelty of a new variety can be lacking only by reason of an "act of commercialisation" of the variety in the sense of commercialisation of the propagating material and not by virtue of an "act of commercialisation" that concerns the transfer of material, such as fruit, that cannot be used for the propagation of the variety.* [32] *This reading, on the other hand, is entirely logical. The acts destructive of novelty of the plant variety patent, which the law limits to acts of commercialisation of the variety, can only be those involving the protected material - ergo the propagation material - and not any material from the plant. If this were not so, it would lead to the absurdity that a commercial act of a good removed from the sphere of exclusivity, and therefore of control, of the owner of the right would entail the loss of the latter*'.

Thus, according to the plaintiff's defence, the rule limits the scope of commercial acts destructive of novelty only to propagating material that allows the variety to be multiplied, and not also to the marketing of the product of the plant variety, i.e. the fruit.

The College considers that the provision at issue must be read taking into account the *rationale* behind the provision of the so-called grace period and the conflicting interests it takes into account.

As far as plant varieties are concerned, the novelty requirement essentially coincides with the absence of prior disclosure by the applicant within certain time limits, in the sense that the variety (to be intended, according to what is being envisaged, both as reproductive material and as a product of that material) must not have been marketed by the breeder or with his consent before a certain date (which varies according to the territory in which the dissemination took place and the type of variety disseminated). The *rationale* of the rule is to be found in the intention to safeguard the prior possibility of verifying the innovative scope of the variety, in order to

allow the breeder to create and develop a plant variety and, in order to do so, a period of study and analysis, in the field, is needed to assess the existence of the other requirements (in addition to novelty) of stability and homogeneity, without which patenting is not allowed (see art. 1 para. 3 of Presidential Decree no. 974/1975, applicable in the case in question, and today art. 103 of the IPC, which allows exploitation of the variety in Italy for a maximum of one year and four years, six for trees and vines, for exploitation abroad). Such an assessment is aimed at verifying the quality of the fruits that are the very essence of the invented plant variety which, therefore, in the so-called grace period can also be sold (and therefore monetised during the period of field verification by the breeder/manufacturer or authorised third party producer) without the breeder suffering any prejudice for future patenting.

In other words, during the so-called grace period the breeder is assured the wide-ranging economic exploitation of the new variety (it is not by chance that Article 1, paragraph 3 of Presidential Decree no. 974/1975 refers to "commercial acts"). 974/1975 refers to "*commercial acts*"), which is to be understood as the possibility of marketing not only the reproductive material, but also the product that originates from that material, i.e., as far as is relevant here, the fruit that constitutes the main purpose of the selection of new varieties of fruit species (it is not by chance that the text of the UPOV Convention, 1961/1972 version, instead of the expression "*commercial acts*", contained in the above-mentioned art. 1, para. 3, uses the more precise expression "*offered for sale*" - as well as the more generic "*marketed*" - which is the typical "act" of fruit, while those of reproductive material may also consist merely in the granting for use of reproductive material). Therefore, in the rule under discussion the concept of marketed "*plant variety*" does not only concern the plant (i.e. the vine), but also the fruit (i.e. the grape) since this expression, for the reasons that justify the so-called term of grace, must be understood according to a broad meaning (plant and fruit).

Therefore, if the breeder makes a profit from the exploitation of his variety before filing a patent application and outside the so-called grace period, by commercialising reproductive material and/or the fruit, the novelty requirement is not met. Reasoning differently, the long grace period provided for in favour of the breeder (four/six years in the case of vines) of a plant variety that allows him without any time limit to market the fruit, without this resulting in an obstructive pre-disclosure, could give rise to abuse and speculation by those who, for example, after having marketed the product of the new variety abroad for many years having only initially developed the characteristics of the new variety, but not the reproduction material (i.e. having directly planted the reproductive material with income from the fruit for sale), could obtain a patent even after the passage of a significant and uncontrollable period of time in any other country adhering to the

Paris Convention.

If the marketing of the fruit of the new variety by the breeder were irrelevant for the purposes of novelty, the provision in Article 1(4) of Presidential Decree No. 1 of November 1997 would be rendered meaningless.

No 974/1975 to the effect that '*However, the fact that a new plant variety has been the subject of cultural trials ... cannot be held against the breeder of the variety or his successor in title*'. In fact, this specification would not have been necessary if the breeder, in the first period of development of the invented variety, cultivated it directly, even in large quantities (thus not intended for selection trials), and offered its fruits for sale without this constituting pre-disclosure. It is intended to say that the rule quoted above leads to the conclusion that cultivation by the breeder does not constitute pre-disclosure if it is intended for cultural trials and therefore of modest, if not minimal, entity, whereas if the direct cultivation is intended for the marketing of the product it cannot but be of significant entity with prejudice to novelty.

What has been said so far is confirmed by successive regulations.

In fact, in the 1991 version of the UPOV Convention, for the first time the pre-disclosure provision introduced the express reference also to the harvested material, i.e. the fruit. Article 6 of that Convention states that: "*The variety shall be deemed to be new when, on the date of the filing of the application for a breeder's right, propagating material or vegetative propagating material, or a harvested product of the variety, has not been sold or otherwise delivered to third parties by the breeder or with his consent, for the purpose of exploiting the variety (i) in the territory of the Contracting Party with which the application has been filed, for more than one year; and (ii) in a territory other than that of the Contracting Party with which the application has been filed, for more than four years, or in the case of trees and vines, for more than six years.*" (of the same tenor Article 5 d.l.gs.

No. 455/1998, containing '*Rules for Adaptation to the Provisions of the 1991 Revision Act in the International Convention for the Protection of New Varieties of Plants*' and now Art. 103 c.p.i.).

The 1991 'revised' version of the UPOV Convention (as, we have seen, transposed into Italian law) for the provision that interests us has a merely explanatory scope of what can already be deduced from a teleologically oriented interpretation of the original text of the same Convention (compatible, as we have seen, with the literal tenor of the previous provision). Moreover, in the Explanatory Notes drafted in 2009 by the International Union for the Protection of New Varieties of Plants (i.e. the intergovernmental organisation set up since the UPOV Convention adopted in Paris in 1961), this body ruled out that in the part that interests us here the 1991 version of the Convention is of an innovative nature, since it is rather a clarification: "*As clarified in the*

1991 Act of the UPOV Convention, the Novelty provisions concern propagating and harvested material of the variety'.

Turning to the present case, the application for the national patent for the new plant variety 'Sugraone' was filed by the company Sun World on 14.9.1983, so that, pursuant to Article 1 of Presidential Decree No 974/1975, the so-called period of grace goes back four years from the filing of the patent application, i.e. to 14.9.1979. In fact, the different period of six years for vine and woody stem varieties was introduced by legislative decree no. 455/1998 (implementing the UPOV Convention, 1991 version), in which case the so-called grace period would have been six years (expiring backwards on 14.9.1977), the reference to one or other date remaining, as will be discussed below, in any case irrelevant, in view of the outcome of the inspections at the time when the grapes were marketed (for the applicable regulations, it is necessary to consider the existence of the requirements at the time of the application since it is from that moment that the effects are produced for the purposes of the priority of the application itself and it is at that moment that the applicant assumes the existence of the requirements).

At the outcome of the agronomic CTU, it emerged, on the basis of the documentation in the file (in particular the 'California Grape Acreage Report' and the 'California Grape Crush Report'), that the marketing of grapes of the Sugraone variety dates back to 1975 and that, due to the significant quantity of cultivation, the same cannot be attributed to 'crop trials' (cf. art. 1, par. 4 of Presidential Decree No. 974/1975).

In fact, the OTC concluded as follows, without the documentary results of such conclusions being specifically contested by the parties: "1) *The documentation examined attests that the reports examined, and in particular that of 1977, indicate the cultivation of the "Superior Seedless" variety in the state of California (USA) for an area of at least 734 acres corresponding to about 297 Ha, of which at least 62 acres, (about 25 Ha) also in production, should be considered up to 1975 [...].* 2) *As regards marketing, since no precise evidence was found of the reference period requested by Mr Giudice in his question (1970-1975), it is possible to indicate only the circumstance referred to in the "California Grape Crush report (1977)" where both the quantity of product intended for processing and the relative average price, which would also attest to its marketing, are irrefutably indicated.* 3). *With regard to the observations as to whether this area was useful for experimentation, selection and improvement constituting new varieties, it is worth specifying that*

for these activities, also in relation to the period examined, limited trial areas are allocated, given that the selection of one or more varieties to be tested is the result of numerous trials. Therefore, considering the areas under cultivation, which up to 1975 amounted to 683 acres, equal to 276.34 hectares of vine planting, it is determined that this amount of area is in no way configurable and justifiable as an area destined solely for the activity of 'crop trials' or selection, moreover destined for a single variety. Suffice it to say that only a few rows of vines are needed for field trials'.

These findings are confirmed by the decision of the Board of Appeal of the EUIPO No. 1378/2007-1 of 7 November 2008 (doc. 10 defendant's file; precisely, p. 3, §a) where it is reported a passage of the statement of the Senior Vice President of Sun World, in which it is stated that the sign "Superior Seedless" had acquired a strong distinctive character, so as to overcome the claims of absolute grounds for refusal, but which contains the demonstration of the marketing of that variety since 1975, that is to say, at the point in which it is stated that *"that SUPERIOR SEEDLESS was adopted as a trade mark in 1975 for a grape variety called 'Sugraone' and has been consistently used as such since then, that the annual retail value of the SUPERIOR SEEDLESS grapes sold in the European Union is approximately GBP 78,000,000, that the trade mark is advertised in The Packer - an agribusiness magazine of which some extracts are attached) and that it has earned reputation in the agricultural industry'* (translation: *"that SUPERIOR SEEDLESS was adopted as a trade mark in 1975 for a grape variety called 'SUGRAONE' and as such has been intensively used ever since; that the total annual value of SUPERIOR SEEDLESS grapes sold in Europe is approximately GBP 78,000,000; that the trade mark is advertised in The Packer magazine; and that it has therefore earned reputation in the agricultural industry."*).

In light of the foregoing considerations, Italian Patent No. 1338, granted in favour of Sun World International LLC on 13.12.1994, on application of 14.9.1983, must be declared invalid.

From this declaration of invalidity follows the groundlessness of the plaintiff's claims for a declaration of infringement of the aforementioned patent and consequently of the claims for an injunction and for an order that the defendant company pay damages in relation to the alleged infringement.

2.1. The plaintiff company also brought a claim for a declaration of unfair competition under Articles 2598(1), (2) and (3) of the Civil Code, alleging that the defendant company's marketing without any authorisation and/or licence is liable to cause

confusion among the consumer public as to the origin and quality of the grapes marketed, also harming the distribution network of those authorised to handle the 'Sugraone' variety.

In fact, in the absence of a legitimate presumption of the exclusive right to the production and/or any form of marketing of the variety in question, any competitor operating in the same sector can produce and market 'Sugraone' grapes in the absence of proof that the consumer is mistaken as to the identity of the person from whom the seedless grapes purchased come. In fact, it is the plaintiff's defence itself which assumes that the grapes are offered for sale by Gianni Stea Import-Export s.r.l. without the trademark 'Superior Seedless', which, according to the plaintiff's submission, Sun World International LLC has long associated with grapes of the 'Sugraone' variety, which precludes the possibility that even distributors or retailers, moreover qualified professionals, who purchase 'Sugraone' grapes from the defendant company are operating in the belief that they are purchasing from a person authorised by Sun World International LLC.

Therefore, the assumptions made by the plaintiff's defence as to the level of quality of the grapes distributed by Gianni Stea Import-Export s.r.l. are irrelevant because there is precisely no evidence that the market perceives the grapes purchased as being of a quality authorised by Sun World International LLC, in addition to the fact that no proof has been provided that the grapes marketed by Gianni Stea Import-Export s.r.l. are of inferior quality.

Undisputed in this case is also the existence of investments by Sun World International LLC for the development of the Sugraone variety and the commercial advertising of that variety from which Gianni Stea Import-Export s.r.l. is alleged to have benefited in the marketing of grapes of that quality.

It follows that both the application for an injunction and the application for damages must also be dismissed on the grounds of unfair competition.

2.2. Similarly, the counterclaim for alleged abuse of a dominant market position, pursuant to Articles 2598 and 2043 of the Civil Code, by Sun World International LLC must be rejected for lack of proof. In fact, regardless of any consideration of the existence of such abusive conduct, the damages allegedly suffered by the defendant company have not even been alleged, let alone proved.

2.3. We now examine the application for infringement of the trade mark 'Superior Seedless' used by Sun World International LLC to market the variety 'Sugraone'. That company claims that the defendant company arbitrarily and in any event unauthorisedly removed

of that mark from the marketing of seedless grapes of the variety in question in breach of Article 20(3) c.p.i. In that regard, Sun World International LLC is clearly acting to protect its distinctive sign 'Superior Seedless', represented as a de facto trade mark pursuant to Article 114 u.c. c.p.i. (*rectius*, pursuant to Article 5 u.c. of Presidential Decree No 974/1975, *ratione temporis* applicable, according to which '*it is permitted to distinguish the same product not only with the name of the new variety but also with a trade mark*'), which today, would be protected by the rules applicable to registered trade marks.

Even if it is accepted that there is evidence in the file that the distinctive sign in question had such widespread distinctive force at a national level as to become well-known (see Articles 2(4) and 12(1)(a) IPC) and to overcome even the alleged lack of distinctive character, the alleged infringement conduct was not committed by the defendant company since the grapes marketed by it cannot logically, if one accepts the plaintiff's thesis of the unauthorised use of reproduction or multiplication materials of a protected variety, be distinguished by the mark in question because the contested infringement presupposes the marketing of an original product from which the mark legitimately affixed has been removed. What is more, in the case, as in the present case, of a patent being found to be invalid, a null patent cannot be expected to be associated with a given trade mark.

2.4. Finally, the counterclaim by which Gianni Stea Import-Export s.r.l. sought a declaration of lack of distinctiveness of the de facto trade mark 'Superior Seedless' for lack of concrete and actual interest must be rejected.

In fact, it appears from the documents that it is not disputed that Gianni Stea Import-Export s.r.l. does not use this de facto mark in the marketing of 'Sugraone' grapes, nor has it been alleged that it intends to use it or that it intends to use a distinctive sign in conflict therewith.

3. Absorbed all other claims, requests and issues submitted by the parties.

4. In view of the fact that Gianni Stea Import-Export s.r.l. has been partially unsuccessful in the proceedings with Sun World International LLC, the costs and fees of the proceedings are to be offset by $\frac{1}{4}$.

With regard to the court costs incurred by the third party called as indemnified individual enterprise of Miglionico Angela, the Supreme Court has repeatedly ruled that under the principle of causation - which, together with the principle of succumb, governs the allocation of litigation costs - the reimbursement of the court costs incurred by the third party called as indemnified by the defendant must be borne by the plaintiff when the call was necessary in relation to

the arguments put forward by the plaintiff and those arguments prove to be unfounded, it being irrelevant that the plaintiff did not bring any claim against the third party; reimbursement remains, on the other hand, the responsibility of the party that has called or caused the third party to be called if the caller's initiative, which turns out to be manifestly unfounded or manifestly arbitrary, constitutes an abusive exercise of the right of defence (most recently, Court of Cassation, n. 10364/2023).

In the present case, the summons was justified as follows in the statement of appearance and response of Gianni Stea Import-Export s.r.l.: *'In any event, since it is clear that Stea cannot defend itself on behalf of the supplier of the grapes marketed and it appears absolutely necessary for the latter to be involved, we hereby request the Honourable Judge to authorise the third party, namely Azienda Agricola Miglionico, to be declared exclusively responsible for the matter in question and therefore to be the addressee of the measures that the adjudicated judge will take to deal with the matter. In any event, since it is clear that Stea cannot articulate its defence on behalf of the supplier of the grapes it markets and it is absolutely necessary for Stea to be involved, we ask the Honourable Judge to authorise the third party, namely Azienda Agricola Miglionico, to be sued in order to declare its exclusive liability in the matter in question and therefore to be the addressee of the measures that the Court may decide to issue; or, alternatively, to indemnify Stea and hold it harmless from any and all consequences that the matter in question may have on its assets, economic and otherwise.*

In fact, the defendant-calling company would have been unsuccessful against the third-call company even if the claims brought by Sun World International LLC had been accepted. In fact, in such a case, Gianni Stea Import-Export s.r.l. would have been held personally and jointly liable and no position of guarantee (not even improper) could have been recognised to the individual supplier company, since the condemnation of the former would have been based on conduct directly attributable to it both from the point of view of the actual action for infringement and from that of the personal action for compensation of damages also for unfair competition. Therefore, in the procedural relationship between caller and called, the litigation costs must be borne by the former, nothing being due by Sun World International LLC.

Legal fees are settled on the basis of the average parameters provided for by Ministerial Decree No. 55/2014 for the bracket of cases of indeterminable value high complexity (in application of the parameters updated by Ministerial Decree 147/2022, in light of the provisions of Article 6 of said Decree, since the defence activity was exhausted after 23.10.2022, i.e. after the entry into force of the latter Ministerial Decree).

In view of the outcome of the OTC and the application in respect thereof, the costs thereof must be definitively imposed on Sun World International LLC.

P. Q. M.

The Court of Bari, Specialised Section for Enterprise, having disregarded all other requests, objections or deductions, definitively decides as follows:

- 1) declares the invalidity of Italian patent No 1338, granted in favour of Sun World International LLC on 13.12.1994, on application of 14.9.1983;
- 2) orders this judgment to be entered in the register by the Italian Patent and Trade Mark Office;
- 3) instructs the Chancellery to communicate this judgment to the Italian Patent and Trademark Office;
- 4) reject all other proposed claims;
- 5) orders Sun World International LLC to pay $\frac{3}{4}$ of the costs of the proceedings in favour of Gianni Stea Import-Export s.r.l., which, in that reduced amount, are set at EUR 10,575.00 for professional fees, plus VAT and postal code as required by law, as well as a flat-rate reimbursement of general expenses at the rate of 15% of the amount of the fees;
- 6) Ordered Gianni Stea Import-Export s.r.l. to pay the costs of the proceedings in favour of Angela Miglionico, which amount to EUR 14,100.00 for professional fees, plus VAT and postal code as required by law, as well as a flat-rate reimbursement of general expenses at the rate of 15% of the amount of the fees;
- 7) orders the costs of the ctu to be borne definitively by Sun World International LLC, as settled in the course of the proceedings.

Thus decided, in Bari in the council chamber of 1.8.2024.

The Judge est.
Dr Michele De Palma

The President Dr
Raffaella Simone