

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION
LEXINGTON

DUKE'S ROOFING AND EXTERIOR)
CONSTRUCTION, LLC,)

Plaintiff / Counterclaim Defendant,)

v.)

LEXIS COATINGS, LLC,)

Defendant / Counterclaim Plaintiff)
/ Third Party Plaintiff,)

v.)

SHERMAN-CARTER-BARNHART)
ARCHITECTS, PLLC,)

Third Party Defendant.)

No. 5:16-CV-432-REW

JUDGMENT

*** **

In accordance with the Opinion and Order entered contemporaneously herewith,
the Court hereby **ORDERS** and **ADJUDGES** as follows:

- (1) The Court enters **JUDGMENT** in favor of Lexis Coatings, LLC (Lexis), on all claims asserted against it and on its Counterclaim;
- (2) The Court enters **JUDGMENT** against Duke's Roofing and Exterior Construction, LLC (Duke's), on all claims it asserted and on Lexis's Counterclaim;
- (3) This disposition moots Lexis's third-party claims against Sherman-Carter-Barnhart Architects, PLLC. Accordingly, the Court **DISMISSES WITHOUT PREJUDICE** Lexis's Third-Party Complaint (DE #21);

- (4) The Court **AWARDS** Lexis **\$8,294.26**, levied against Duke's. The Court further **AWARDS** Lexis, against Duke's, (1) prejudgment interest, from the date each payment was due (respectively as to the amount of each invoice) until the date of Judgment, at the rate of 8% per annum, and (2) postjudgment interest, from the date of Judgment until the Judgment is paid in full, at the federal judgment rate. These totals are immediately due and payable by Duke's to Lexis;
- (5) The Court **DENIES AS MOOT** all pending motions and requests for relief not resolved prior to Judgment entry;
- (6) The Court **CONTINUES GENERALLY** all scheduled proceedings;
- (7) This is a final Judgment as to the rights and liabilities of all claims and parties, and any previous interlocutory rulings now are final; and
- (8) The Court **STRIKES** this matter from the active docket.

This the 30th day of August, 2018.



Signed By:

Robert E. Wier *REW*

United States District Judge