

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: <u>12/04/2019</u>
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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 IN RE NISSAN DEALERSHIP LITIGATION : 17-cv-729 (LGS)
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JUDGMENT ON NISSAN NORTH AMERICA, INC.’S COUNTERCLAIMS

It is hereby ORDERED, ADJUDGED and DECREED that:

1. Judgment on Count One of the Second Amended Counterclaims ([Dkt. No. 346](#)) (the “Counterclaims”) filed by Counterclaim-Plaintiff, Nissan North America, Inc. (“NNA”), is hereby entered in favor of NNA and against Counterclaim-Defendants, ACIM NY, LLC d/b/a Nissan of Manhattan (“ACIM”) and ALIM NY, LLC d/b/a Infiniti of Manhattan (“ALIM”), jointly and severally, in the amount of \$2,215,666.62.

2. Judgment on Count Two of the Counterclaims is hereby entered in favor of NNA and against ACIM and ALIM, jointly and severally, in the amount of \$11,654,140.

3. This Court further declares on Count Two of the Counterclaims that ACIM and ALIM are liable to NNA for NNA’s ongoing rent obligations to Georgetown Eleventh Avenue Owners, LLC (“Georgetown”) under the Prime Lease entered into between NNA and Georgetown.

4. Judgment on Count Three of the Counterclaims is hereby entered in favor of NNA and against ACIM in the amount of \$220,574.36.

5. Judgment on Count Four of the Counterclaims is hereby entered in favor of NNA and against ALIM in the amount of \$271,634.43.

6. On NNA’s declaratory judgment claim against ACIM and ALIM for termination of the dealer agreements (Count Five), this Court hereby enters judgment in favor of NNA and against ACIM and ALIM declaring, pursuant to N.Y. Veh. & Traf. Law §§ 463(2)(d) and (e)(2), that NNA issued its notices of termination to ACIM and ALIM with due cause and in good faith.


This Court also declares that ACIM's Nissan Dealer Agreement and ALIM's Infiniti Dealer Agreement are hereby terminated effective immediately.

7. Judgment on Count Six of the Counterclaims is hereby entered in favor of NNA and against ACIM and ALIM, jointly and severally, in the amount of \$951,416.60.

8. Attorneys' fees and litigation costs and expenses are awarded to NNA and against ACIM and ALIM, joint and severally, in the amount of \$2,492,595.00.

Dated: December 4, 2019

BY THE COURT:



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE