

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ALESSI EQUIPMENT, INC.,

Plaintiff,

-against-

AMERICAN PILEDIVING EQUIPMENT, INC.,

Defendant.

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AMERICAN PILEDIVIG EQUIPMENT, INC.,

Counterclaim-Plaintiff,

-against-

ALESSI EQUIPMENT, INC.,

Counterclaim-Defendant.

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**JUDGMENT ON  
COUNTERCLAIMS**

18 Civ. 3976 (JCM)

**WHEREAS**, Plaintiff Alessi Equipment, Inc. (“Plaintiff”) commenced this action against Defendant American Piledriving Equipment, Inc. (“Defendant”) on May 5, 2018, (Docket No. 5); and

**WHEREAS**, Plaintiff filed an amended complaint on July 24, 2018, (Docket No. 18); and

**WHEREAS**, Defendant filed an answer and asserted counterclaims against Plaintiff on March 19, 2019, (Docket No. 36);<sup>1</sup> and

**WHEREAS**, this action was assigned to the Honorable Judith C. McCarthy, United States Magistrate Judge, by consent of the parties pursuant to 28 U.S.C. § 636(c), (Docket No. 86); and

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<sup>1</sup> Defendant also asserted a third-party complaint against John L. White on the same date, (Docket No. 36 at 23-31), which was dismissed on September 16, 2019, (Docket No. 57).

**WHEREAS**, on January 6, 2022, the Court found that Defendant is entitled to summary judgment on its breach of contract counterclaims in their entirety, and directed Plaintiff to pay \$52,505.92, representing the total amount due to Defendant under the Rental Agreement, invoices and Purchase Orders, (Docket No. 114);

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED**, that Defendant is awarded \$52,505.92 for its breach of contract counterclaims.

Dated: July 7, 2022  
White Plains, New York

**SO ORDERED:**

  
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JUDITH C. McCARTHY  
United States Magistrate Judge