

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ALESSI EQUIPMENT, INC.,

Plaintiff,

-against-

AMERICAN PILEDRIVING EQUIPMENT, INC.,

Defendant.

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AMERICAN PILEDRIVING EQUIPMENT, INC.,

Counterclaim-Plaintiff.

-against-

ALESSI EQUIPMENT, INC.

Counterclaim-Defendant.

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**AMENDED JUDGMENT**

18 Civ. 3976 (JCM)

**WHEREAS**, Plaintiff Alessi Equipment, Inc. (“Plaintiff”) commenced this action against Defendant American Piledriving Equipment, Inc. (“Defendant”) on May 4, 2018; and

**WHEREAS**, Plaintiff filed an amended complaint on July 24, 2018; and

**WHEREAS**, Defendant filed an answer and asserted counterclaims against Plaintiff on March 19, 2019;<sup>1</sup> and

**WHEREAS**, on January 11, 2021, 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); and

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<sup>1</sup> Defendant also asserted a third-party complaint against John L. White on the same date, which was dismissed on September 16, 2019.

**WHEREAS**, on January 6, 2022, the Court issued a decision on the parties' motions for summary judgment finding that (1) Plaintiff was entitled to judgment as a matter of law with respect to liability on its breach of contract claim under the 2012 Distributor Agreement;<sup>2</sup> and (2) Defendant was 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; and

**WHEREAS**, this action proceeded to a jury trial on June 8, 2022, to determine damages related to Plaintiff's breach of contract claim; and

**WHEREAS**, at the conclusion of trial on June 13, 2022, the jury rendered a unanimous verdict awarding Plaintiff \$920,846.70 on its breach of contract claim; and

**WHEREAS**, the Court entered a judgment on June 23, 2022, awarding Plaintiff \$920,846.70 for its breach of contract claim; and

**WHEREAS**, the Court entered a judgment on July 7, 2022, awarding Defendant \$52,505.92 on its breach of contract counterclaims; thereby making July 7, 2022, the date that final judgment was entered; and

**WHEREAS**, on July 21, 2022, Defendant moved for a new trial or remittitur pursuant to the Federal Rule of Civil Procedure 59 ("Rule 59") and for judgment as a matter of law pursuant to Federal Rule of Civil Procedure 50 ("Rule 50"); and

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<sup>2</sup> The Court decided all other remaining claims in its January 6, 2022 Opinion and Order.

**WHEREAS**, on July 31, 2022, Plaintiff moved for alteration of the June 23, 2022 judgment pursuant to Rule 59(e) to include prejudgment interest under New York law and post-judgment interest under 28 U.S.C. § 1961; and

**WHEREAS**, on August 3, 2022, Defendant moved for alteration of the July 7, 2022 judgment pursuant to Rule 59(e) to include prejudgment interest on its breach of contract counterclaims under New York law; and

**WHEREAS**, on September 2, 2022, the Court denied Defendant's motions pursuant to Rules 50 and 59 for judgment as a matter of law and for a new trial or remittitur; and

**WHEREAS**, on December 28, 2022, the Court granted in part and denied in part the parties' motions pursuant to Rule 59(e) to amend the judgment to include prejudgment interest under New York Civil Practice Law and Rules ("C.P.L.R.") §§ 5001 and 5002 and post-judgment interest under 28 U.S.C. § 1961.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED**, that Plaintiff is awarded prejudgment interest under C.P.L.R. § 5001 from August 21, 2016 to June 13, 2022, on the award of \$920,846.70, at the statutory rate of 9% per annum, not compounded, in the amount of \$481,817.27; and

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, that Plaintiff is awarded prejudgment interest under C.P.L.R. § 5002 from June 13, 2022 to July 7, 2022, on the award of \$920,846.70 plus the interest awarded under C.P.L.R. § 5001, at the statutory rate of 9% per annum, not compounded, in the amount of \$8,300.70; and

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, that the Defendant is awarded prejudgment interest under C.P.L.R. § 5001 from December 15, 2017 to January 6, 2022, on the award of \$52,505.92, at the statutory rate of 9% per annum, not compounded, in the amount of \$19,199.90; and

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, that the Defendant is awarded prejudgment interest under C.P.L.R. § 5002 from January 6, 2022 to July 7, 2022, on the award of \$52,505.92 plus the interest awarded under C.P.L.R. § 5001, at the statutory rate of 9% per annum, not compounded, in the amount of \$3,217.92; and

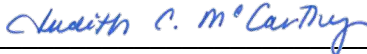
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, that, in accordance with the Court's summary judgment decision, the jury verdict, and the Court's December 28, 2022 decision granting prejudgment interest, an amended judgment is entered in favor of the Plaintiff in the total amount of \$1,410,964.67 against the Defendant; and

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, that, in accordance with the Court's summary judgment decision, the jury verdict, and the Court's December 28, 2022 decision granting prejudgment interest, an amended judgment is entered in favor of the Defendant in the total amount of \$74,923.74 against the Plaintiff; and

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, that post-judgment interest shall accrue at the statutory rate provided for in 28 U.S.C. § 1961, running from the date of entry of the July 7, 2022 judgment.

Dated: December 30, 2022  
White Plains, New York

**SO ORDERED:**

  
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JUDITH C. McCARTHY  
United States Magistrate Judge