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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MONDIS TECHNOLOGY LTD.,

Petitioner,

v.

WISTRON CORPORATION,

Respondent.

No. 15-CV-02340 (RA)

MEMORANDUM AND ORDER

RONNIE ABRAMS, United States District Judge:

On November 3, 2016, the Court granted Petitioner Mondis Technology Ltd.'s ("Mondis") unopposed petition to confirm an arbitral award against Respondent Wistron Corporation ("Wistron"). Dkt. 27 ("Order"). The Court directed Wistron "to pay the full amount of the award plus interest and costs." Order at 12. On November 4, 2016, the Clerk of Court entered judgment. Dkt. 28.

On December 1, 2016, Mondis filed an unopposed motion to correct or amend the judgment, pursuant to Rule 60(a) or Rule 59(e) of the Federal Rules of Civil Procedure, to make explicit the amounts Wistron must pay. *See* Notice of Pet'r's Unopposed Mot. to Correct or Amend the Judgment (Dkt. 29). Specifically, the parties ask the Court to amend the judgment to specify that Wistron "must pay \$464,201.28 as of December 15, 2016, plus interest in the amount of \$84.11 per day thereafter, and costs, until full payment is made." Pet'r's Mem. of L. (Dkt. 30), at 3; Decl. of Matthew L. Mazur Ex. 2 (Dkt. 31-2), at 2.

Rule 60(a) provides that the Court may, on a motion or on its own, "correct a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record." Fed. R. Civ. P. 60(a). Under Rule 60(a), a district court may

correct a “failure to include [a] monetary award” so long as the amended judgment does not “affect substantive rights.” See *Dudley ex rel. Estate of Patton v. Penn-Am. Ins. Co.*, 313 F.3d 662, 665 (2d Cir. 2002). The Second Circuit has held that specifying the amount of an arbitral award is appropriate where an undisputed sum is “contemplated by the arbitral award, and the district court previously confirmed the arbitral award in full but omitted mention of that sum in its confirmatory order.” *Robert Lewis Rosen Assocs., Ltd. v. Webb*, 473 F.3d 498, 499–500 (2d Cir. 2007). That is precisely what happened here. The arbitral award here included a sum, and the Court confirmed the award in full—holding that Wistron “must pay the full amount of the award plus interest and costs.” Order at 12. Neither party disputes the amount of the award or interest Wistron owes. It is therefore appropriate to correct the judgment, pursuant to Rule 60(a), to specify the monetary sum and interest Wistron must pay. See, e.g., *PDV Sweeny, Inc. v. ConocoPhillips Co.*, No. 14-CV-5183 (AJN), 2015 WL 9413880, at *3 (S.D.N.Y. Dec. 21, 2015) (amending a judgment confirming an arbitral award to specify the amount of the award and interest pursuant to Rule 60(a)), *aff’d*, No. 16-170, 2016 WL 6584997 (2d Cir. Nov. 7, 2016).

Accordingly, Mondis’s motion to correct the judgment is granted. The corrected judgment shall specify that Wistron must pay Mondis \$464,201.28 as of December 15, 2016, plus interest in the amount of \$84.11 per day thereafter, and costs, until full payment is made.

SO ORDERED.

Dated: December 7, 2016
New York, New York



Ronnie Abrams
United States District Judge