

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
PENNSYLVANIA

**American Builders & Contractors Supply Co., Inc. d/b/a ABC Supply
Co., Inc. v. Stella Management Systems, Inc. d/b/a Stella
Management Systems, et al.**

American Builders & Contractors Supply Co. v. Stella Management Systems, Inc., No. 4:24-CV-00950 (M.D.
Pa. Mar. 26, 2026) · No. No. 4:24-CV-00950 · Decided March 26, 2026

SUMMARY

The United States District Court for the Middle District of Pennsylvania addresses Plaintiff ABC Supply’s motion for summary judgment against Stella Management Systems and Julia Shvenke. The court grants summary judgment on liability for breach of contract and breach of personal guaranty, based in part on the defendants’ concessions, but denies summary judgment on damages because the calculation of late payment charges is unclear. The court orders additional briefing on late fees, mechanic’s liens, payments, attorney’s fees, total damages, and the status of the remaining claims.

CASE DETAILS

COURT	United States District Court for the Middle District of Pennsylvania
WRITING FOR THE COURT	Matthew W. Brann
JURISDICTION	United States District Court for the Middle District of Pennsylvania
DECIDED	March 26, 2026
DOCKET	No. 4:24-CV-00950
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for summary judgment against the defendants on liability and damages. The district court granted the motion in part as to liability on the breach-of-contract and personal-guaranty claims and denied it as to damages.
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 56, summary judgment is appropriate when the movant shows that there is no genuine dispute as to any material fact and that the movant is entitled to judgment as a matter of law. The court views the facts and evidence in the light most favorable to the nonmoving party and requires the nonmovant to identify admissible evidence sufficient to establish the elements of its claim.

TOPICS

breach of contract

summary judgment

damages

construction law

commercial litigation

PRACTICE AREAS

contracts

construction law

commercial litigation

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether summary judgment should be entered on liability for ABC's breach-of-contract and personal-guaranty claims where the defendants conceded liability.
2. Whether summary judgment should be entered on the amount of damages, including late-payment charges accruing after February 29, 2024, attorney fees, and other amounts.
3. Whether the absence of a factual dispute concerning damages nevertheless permitted summary judgment when ABC's damages calculations could not be reasonably ascertained from the submissions.

HOLDINGS

1. Summary judgment was warranted on liability for Counts I and VI because the defendants conceded liability on the breach-of-contract and personal-guaranty claims.
2. Summary judgment was denied as to damages because the amount of late-payment charges could not be ascertained with reasonable certainty from ABC's calculations, even though the parties identified no factual dispute requiring a trial.
3. The court could sua sponte review and potentially grant summary judgment on damages after providing notice and an opportunity for the parties to oppose that disposition.

KEY QUOTATIONS

“Under Federal Rule of Civil Procedure 56, summary judgment is appropriate where “the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.””

“Therefore, summary judgment will be denied as to the issue of damages.”

“This means that a trial on the issue of damages does not appear necessary and the Court can eventually decide the issue on a summary judgment motion.”

FACTUAL BACKGROUND

ABC supplies roofing, siding, windows, and other building products, while Stella Management Systems operates construction projects involving building exteriors. In January 2019, Stella opened a credit account with ABC, and Julia Shvenke signed the credit application on Stella's behalf and personally guaranteed Stella's debt. The agreement required monthly late-payment charges of 1.5 percent and payment of ABC's collection costs,

including attorney fees. By February 29, 2024, Stella undisputedly owed ABC \$183,326.78 in principal and \$5,324.31 in late-payment charges. The parties disputed the amount of additional late charges and other damages accruing thereafter.

PROCEDURAL HISTORY

ABC filed a six-count complaint in the Court of Common Pleas of Centre County, Pennsylvania, on May 2, 2024. Defendants removed the action to federal court on June 10, 2024, and later filed a joinder complaint against four third-party corporate defendants. After discovery closed, ABC moved for summary judgment. Defendants conceded liability on the breach-of-contract and personal-guaranty claims, while ABC withdrew its motion as to three other counts for purposes of the motion. The court granted summary judgment on liability, denied it on damages, and ordered additional briefing concerning the calculation of damages and the remaining claims.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. The court ordered simultaneous supplemental briefing on the amount and calculation of late-payment fees, treatment of mechanic's liens and past or future payments, attorney fees, total damages, and the status of the remaining claims. After receiving the briefs, the court stated that it would sua sponte review whether summary judgment should be granted on damages.

CASES CITED

- EBC, Inc. v. Clark Bldg. Sys., Inc., 618 F.3d 253, 262 (3d Cir. 2010)
- Clark v. Mod. Grp. Ltd., 9 F.3d 321, 326 (3d Cir. 1993)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 252 (1986)
- Schuylkill & Dauphin Imp. Co. v. Munson, 81 U.S. 442, 448 (1871)
- Razak v. Uber Techs., Inc., 951 F.3d 137, 144 (3d Cir. 2020)
- Weitzner v. Sanofi Pasteur Inc., 909 F.3d 604, 613-14 (3d Cir. 2018)
- TFB Midatlantic 4 LLC v. Loc. Car Wash, Inc., No. 1:21-CV-299, 2024 WL 3891097, at *6 (M.D. Pa. Aug. 21, 2024)
- Aerotek, Inc. v. A. S. T. Constr., Inc., No. CV 25-11836, 2025 WL 2826100, at *4 (D.N.J. Oct. 6, 2025)
- Bricklayers & Allied Craftworkers Loc. 1 of Pa/De v. ARB Constr., Inc., No. CV 13-3883, 2016 WL 1161528, at *8 (E.D. Pa. Mar. 23, 2016)
- Meyer-Chatfield v. Century Bus. Servicing, Inc., 732 F. Supp. 2d 514, 523 (E.D. Pa. 2010)
- Starceski v. Westinghouse Elec. Corp., 54 F.3d 1089, 1102 (3d Cir. 1995)
- DL Res., Inc. v. FirstEnergy Sols. Corp., 506 F.3d 209, 223 (3d Cir. 2007)
- Celotex Corp. v. Catrett, 477 U.S. 317, 326 (1986)

