

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

Conzemius v. NVR, Inc.

Conzemius · No. 2:25-cv-00009-CCW · Decided June 10, 2026

SUMMARY

The United States District Court for the Western District of Pennsylvania granted NVR, Inc.’s motion for summary judgment in a dispute concerning alleged defects in a home purchased under a 2012 agreement. The court held that the plaintiffs’ breach of contract, breach of warranty, negligence, and Pennsylvania UTPCPL claims were barred by the applicable statutes of limitations and dismissed the complaint with prejudice.

CASE DETAILS

COURT	United States District Court for the Western District of Pennsylvania
WRITING FOR THE COURT	Christy Criswell Wiegand
JURISDICTION	United States District Court for the Western District of Pennsylvania
DECIDED	June 10, 2026
DOCKET	2:25-cv-00009-CCW
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved for summary judgment on plaintiffs' breach-of-contract, breach-of-warranty, negligence, and Pennsylvania UTPCPL claims.
STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in favor of the nonmoving party, but the nonmoving party must identify specific evidence showing a genuine issue for trial.
PRECEDENTIAL VALUE	unknown
PARTIES	Jay Conzemius, Sabina Conzemius v. NVR, Inc.

TOPICS

- summary judgment
- statute of limitations
- breach of contract
- contracts
- consumer protection

PRACTICE AREAS

civil procedure

contracts

real estate

consumer protection

construction law

QUESTIONS PRESENTED

1. Whether plaintiffs' breach-of-contract, breach-of-warranty, negligence, and UTPCPL claims were barred by the applicable statutes of limitations.
2. Whether plaintiffs produced sufficient evidence of a tolling agreement to create a genuine dispute of material fact precluding summary judgment.

HOLDINGS

1. Plaintiffs' claims were time-barred because the limitations periods began to run no later than 2017, when plaintiffs discovered the alleged defects, and plaintiffs did not file suit until September 9, 2024.
2. Plaintiffs failed to produce sufficient record evidence from which a reasonable juror could find that a valid tolling agreement existed; therefore, the alleged tolling agreement did not prevent summary judgment.

KEY QUOTATIONS

"For the foregoing reasons, the Court will GRANT NVR's Motion for Summary Judgment on all of Plaintiffs' claims and DISMISS the Complaint WITH PREJUDICE."

FACTUAL BACKGROUND

In July 2012, Jay Conzemius entered into a purchase agreement with NVR for a home NVR would construct in Bethel Park, Pennsylvania, and the agreement included a one-year contractual limitations clause. Plaintiffs took possession on January 30, 2013, and discovered significant foundation and other cracks in 2017; NVR installed crack monitors in early 2018. Plaintiffs claimed that the parties verbally agreed to toll the limitations period for two years while the cracks were monitored, but they identified no record evidence adequately supporting that alleged agreement. Plaintiffs filed suit on September 9, 2024.

PROCEDURAL HISTORY

Plaintiffs filed suit in the Washington County Court of Common Pleas on September 9, 2024. NVR removed the action to the United States District Court for the Western District of Pennsylvania on January 3, 2025, under 28 U.S.C. § 1441. The district court granted NVR's motion for summary judgment and dismissed the complaint with prejudice.

DISPOSITION

dismissed

CASES CITED

- Assicurazioni Generali, S.P.A. v. Clover, 195 F.3d 161, 164 (3d Cir. 1999)

- Razak v. Uber Technologies, Inc., 951 F.3d 137, 144 (3d Cir. 2020)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 255 (1986)
- NAACP v. North Hudson Regional Fire & Rescue, 665 F.3d 464, 475 (3d Cir. 2011)
- Matsushita Electric Industrial Co. v. Zenith Radio Corp., 475 U.S. 574, 586–87 (1986)
- Aman v. Cort Furniture Rental Corp., 85 F.3d 1074, 1080 (3d Cir. 1996)
- Kaucher v. County of Bucks, 455 F.3d 418, 423 (3d Cir. 2006)
- Wetzel v. Tucker, 139 F.3d 380, 383 n.2 (3d Cir. 1998)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322–24 (1986)
- Burton v. Teleflex Inc., 707 F.3d 417, 425 (3d Cir. 2013)
- Jakimas v. Hoffmann-La Roche, Inc., 485 F.3d 770, 777 (3d Cir. 2007)
- McLaughlin v. International Brotherhood of Teamsters, Local 249, 641 F. Supp. 3d 177, 195 (W.D. Pa. 2022)
- Romero v. Allstate Corp., 404 F.3d 212, 222 (3d Cir. 2005)
- El-Gharbaoui v. Ajayi, 260 A.3d 944, 962 n.21 (Pa. 2021)
- Prise v. Alderwoods Group, Inc., 657 F. Supp. 2d 564, 626 (W.D. Pa. 2009)
- Brauner v. Medscope America Corp., No. 24-CV-6512, 2026 WL 592380, at *12 (E.D. Pa. Mar. 2, 2026)
- United States ex rel. Small Business Administration v. Stanko, 1992 WL 211550, at *18 (E.D. Pa. Aug. 25, 1992)