

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
PENNSYLVANIA

Ahmad Williams, Malaika Williams v. Thumbtack, Inc., A-G Eagle
Construction LLC

Williams v. Thumbtack · No. 25-3541 · Decided January 28, 2026

SUMMARY

The United States District Court for the Eastern District of Pennsylvania grants Ahmad Williams’s motion to amend his complaint to add Malaika Williams as a plaintiff and assert a loss-of-consortium claim. The court grants in part and denies in part A-G Eagle Construction LLC’s motion to dismiss, allowing the plaintiffs’ Pennsylvania Unfair Trade Practices and Consumer Protection Law, breach of contract, unjust enrichment, and negligence claims to proceed while dismissing their Magnuson-Moss Warranty Act, Pennsylvania Commercial Code, fraudulent misrepresentation, negligent misrepresentation, and negligent infliction of emotional distress claims. The dispute arises from an allegedly defective roof repair performed after the plaintiffs engaged A-G Eagle through Thumbtack, Inc.

CASE DETAILS

COURT	United States District Court for the Eastern District of Pennsylvania
WRITING FOR THE COURT	John F. Murphy
JURISDICTION	United States District Court for the Eastern District of Pennsylvania
DECIDED	January 28, 2026
DOCKET	25-3541
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff Ahmad Williams filed statutory, contract, and tort claims against A-G Eagle Construction LLC and Thumbtack, Inc. A-G Eagle moved to dismiss under Federal Rule of Civil Procedure 12(b)(6), and Williams moved to amend the complaint to add Malaika Williams as a plaintiff and assert a loss-of-consortium claim.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and determines whether they plausibly state a claim for relief, disregarding mere legal conclusions and threadbare recitals. Leave to amend under Rule 15(a) should be freely granted when justice so requires, unless amendment would be inequitable or futile.

TOPICS

motion to amend

motions to dismiss

pleadings

breach of contract

negligence

PRACTICE AREAS

civil procedure

contracts

torts

construction law

consumer protection

QUESTIONS PRESENTED

1. Whether leave to amend should be granted under Federal Rule of Civil Procedure 15(a).
2. Whether the amended complaint plausibly stated claims against A-G Eagle for violation of the Magnuson-Moss Warranty Act.
3. Whether the Pennsylvania Commercial Code applied to the roof-repair transaction.
4. Whether the amended complaint plausibly stated a claim under the Pennsylvania Unfair Trade Practices and Consumer Protection Law.
5. Whether the amended complaint plausibly stated claims for breach of contract, unjust enrichment, negligence, fraudulent misrepresentation, negligent misrepresentation, negligent infliction of emotional distress, and loss of consortium.

HOLDINGS

1. Leave to amend was warranted because the proposed amendment was not shown to be futile, prejudicial, dilatory, or made in bad faith, and it arose from the same core facts as the original complaint.
2. The Magnuson-Moss Warranty Act claims were dismissed because the plaintiffs did not purchase a qualifying consumer product; the roof replacement and integrated building materials were part of a real-property repair service.
3. The Pennsylvania Commercial Code claims were dismissed because the transaction predominantly involved the rendition of roofing services rather than a transaction in movable goods.
4. The Pennsylvania Unfair Trade Practices and Consumer Protection Law claim survived dismissal because the complaint plausibly alleged that the roof repair was purchased primarily for personal, family, or household use.
5. The breach-of-contract and unjust-enrichment claims survived dismissal because the complaint plausibly alleged an agreement and breach, while uncertainty about the existence and scope of the contract permitted unjust enrichment to be pleaded in the alternative.
6. The negligence claim survived because the alleged duty, breach, causation, and damages were sufficient to state a plausible claim. The loss-of-consortium claim also survived because it was based on the adequately pleaded underlying negligence claim.
7. The fraudulent misrepresentation, negligent misrepresentation, and negligent infliction of emotional distress claims were dismissed without prejudice.

KEY QUOTATIONS

“We grant Mr. Williams’s motion to amend and allow several of his and his wife’s claims into discovery.” (at 3)

“Thus, A-G Eagle did not demonstrate prejudice.” (at 5)

“Therefore, we will not dismiss plaintiffs’ claim under the UTPCPL on this ground.” (at 12)

“For the reasons stated above, only plaintiffs’ claims under the UTPCPL, breach of contract, unjust enrichment, negligence, and loss of consortium survive.” (at 19-20)

FACTUAL BACKGROUND

Ahmad and Malaika Williams alleged that A-G Eagle repaired the roof of a property that served both as their residence and as rental property after the services were arranged through Thumbtack. About a year after the repair, the roof collapsed, damaging furniture, flooring, electronics, and the property's rental and utility value. A-G Eagle allegedly failed to return to repair the roof despite repeated requests, and an independent contractor advised that the entire roof required replacement. The amended complaint asserted statutory, contract, and tort claims, including claims based on the warranty, defective workmanship, property damage, and resulting emotional and marital harms.

PROCEDURAL HISTORY

Williams filed suit on July 10, 2025. Thumbtack moved to compel arbitration, but that motion was denied without prejudice; Thumbtack appealed and matters concerning Thumbtack were stayed. A-G Eagle moved to dismiss, after which Williams moved for leave to amend. The court granted leave to amend and granted A-G Eagle's motion to dismiss in part and denied it in part.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Plaintiffs were granted leave to amend, and they were given 14 days to make any final amendments. The UTPCPL, breach-of-contract, unjust-enrichment, negligence, and loss-of-consortium claims proceed into discovery; the remaining claims were dismissed without prejudice.

CASES CITED

- *Foman v. Davis*, 371 U.S. 178, 181-82 (1962)
- *Long v. Wilson*, 393 F.3d 390, 400 (3d Cir. 2004)
- *Arthur v. Maersk, Inc.*, 434 F.3d 196, 212 (3d Cir. 2006)
- *In re Burlington Coat Factory Sec. Litig.*, 114 F.3d 1410, 1434 (3d Cir. 1997)
- *Cureton v. Nat'l Collegiate Athletic Ass'n*, 252 F.3d 267, 273 (3d Cir. 2001)
- *Erickson v. Pardus*, 551 U.S. 89, 94 (2007)

- Miller v. Willow Creek Homes, Inc., 249 F.3d 629, 630 (7th Cir. 2001)
- Garbutt v. Murray's Freightliner, No. 21-CV-628, 2021 WL 3513858, at *3 (W.D. Pa. Aug. 10, 2021)
- Bennett v. CMH Homes, Inc., 770 F.3d 511, 512 (6th Cir. 2014)
- Shonk v. Fountain Power Boats, 338 F. App'x 282, 287 (4th Cir. 2009)
- Miller v. Herman, 600 F.3d 726, 737 (7th Cir. 2010)
- Kaiser Martin Grp., Inc. v. Haas Door Co., No. CV 19-1823, 2019 WL 2774192, at *6 n.10 (E.D. Pa. July 2, 2019)
- Turney Media Fuel, Inc. v. Toll Bros., 725 A.2d 836, 840 (Pa. Super. 1999)
- Whitmer v. Bell Tel. Co. of Pennsylvania, 522 A.2d 584, 587 (Pa. Super. 1987)
- Kaplan v. Cablevision of PA, Inc., 671 A.2d 716, 724 (Pa. Super. 1996)
- Com., by Creamer v. Monumental Props., Inc., 329 A.2d 812, 816-17 (Pa. 1974)
- Valley Forge Towers South Condominium v. Ron-Ike Foam Insulators, Inc., 393 Pa. Super. 339, Valley Forge Towers S. Condo. v. Ron-Ike Foam Insulators, Inc., 574 A.2d 641, 644, 647-49 (Pa. Super. 1990)
- Elansari v. Best Buy, LP, No. 627 EDA 2019, 2019 WL 5300194, at *8 (Pa. Super. Oct. 18, 2019)
- Car Sense, Inc. v. Am. Special Risk, LLC, 56 F. Supp. 3d 686, 697 (E.D. Pa. 2014)
- Republic Servs. of Pa., LLC v. Caribbean Operators, LLC, 301 F. Supp. 3d 468, 476 (E.D. Pa. 2018)
- Electron Energy Corp. v. Short, 597 A.2d 175, 177 (Pa. Super. 1991)
- CoreStates Bank, N.A. v. Cutillo, 723 A.2d 1053, 1058 (Pa. Super. 1999)
- Mitchell v. Moore, 729 A.2d 1200, 1203 (Pa. Super. 1999)
- Wilson Area Sch. Dist. v. Skepton, 895 A.2d 1250, 1254 (Pa. 2006)
- Brand Design Co., Inc. v. Rite Aid Corp., 623 F. Supp. 3d 526, 538 (E.D. Pa. 2022)
- I.M. Wilson, Inc. v. Otvetsstvennostyou 'Grichko', 500 F. Supp. 3d 380, 421-22 (E.D. Pa. 2020)
- Montanez v. HSBC Mortg. Corp. (USA), 876 F. Supp. 2d 504, 516 (E.D. Pa. 2012)
- Cornell Companies, 512 F. Supp. 2d 238, 266 n.18 (E.D. Pa. 2007)
- Est. of Swift v. Ne. Hosp. of Philadelphia, 690 A.2d 719, 722 (Pa. Super. 1997)
- SodexoMAGIC, LLC v. Drexel Univ., 24 F.4th 183, 216 (3d Cir. 2022)
- Bruno v. Erie Ins. Co., 106 A.3d 48, 68 (Pa. 2014)
- Gibbs v. Ernst, 647 A.2d 882, 889-90 (Pa. 1994)
- Travelers Indem. Co. v. Cephalon, Inc., 620 F. App'x 82, 86 (3d Cir. 2015)
- Shuker v. Smith & Nephew, PLC, 885 F.3d 760, 777-79 (3d Cir. 2018)
- Weiley v. Albert Einstein Medical Center, 51 A.3d 202, 217-18 (Pa. Super. 2012)
- Hershman v. Muhlenberg Coll., 17 F. Supp. 3d 454, 460 (E.D. Pa. 2014)
- De Camara v. Bryn Mawr Coll., No. CV 25-2287, 2025 WL 2779338, at *16 (E.D. Pa. Sept. 26, 2025)
- Darr Const. Co. v. W.C.A.B. (Walker), 715 A.2d 1075, 1079-80 (Pa. 1998)
- Bixler v. Lamendola, No. 3:20-CV-1819, 2022 WL 2441567, at *5 (M.D. Pa. July 5, 2022)
- Toney v. Chester Cnty. Hosp., 36 A.3d 83, 84 (Pa. 2011)

