

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

Allegheny Millwork, Inc. v. Lumigraf Inc.

No. 2:24-cv-00449-CB (W.D. Pa. Mar. 23, 2026) · No. 2:24-cv-00449-CB · Decided March 23, 2026

SUMMARY

The United States District Court for the Western District of Pennsylvania denied Lumigraf Inc.’s motion for summary judgment in a dispute concerning allegedly nonconforming tiles. The court declined to resolve competing expert opinions at summary judgment, held that the purchase order and implied warranty claims could proceed, and rejected arguments concerning damages and payments by affiliated third parties.

CASE DETAILS

COURT	United States District Court for the Western District of Pennsylvania
WRITING FOR THE COURT	Cathy Bissoon
JURISDICTION	United States District Court for the Western District of Pennsylvania
DECIDED	March 23, 2026
DOCKET	2:24-cv-00449-CB
DISPOSITION	denied
PROCEDURAL POSTURE	Defendant moved for summary judgment on Plaintiff's breach-of-contract, express-warranty, implied-warranty, and damages claims.
STANDARD OF REVIEW	Summary judgment is inappropriate where resolving the motion would require the court to accept the moving party's expert opinions and reject the nonmoving party's competing opinions. The court also disfavored partial adjudication of damages when it would not significantly simplify or reduce the evidence at trial.
PRECEDENTIAL VALUE	Unpublished district-court memorandum and order; nonprecedential

TOPICS

- summary judgment
- breach of contract
- commercial litigation
- damages
- contracts

PRACTICE AREAS

- Civil procedure
- Contracts
- Commercial litigation
- Remedies

QUESTIONS PRESENTED

1. Whether summary judgment was proper when resolution of the breach-of-contract and warranty claims required choosing between competing expert opinions.
2. Whether Plaintiff's purchase-order terms could support its breach-of-contract claim.
3. Whether Plaintiff could pursue breach-of-contract and implied-warranty theories in the alternative.
4. Whether the court should limit or separately adjudicate damages based on partial payment of remediation costs by affiliated third parties.

HOLDINGS

1. Summary judgment must be denied when granting it would require the court to accept the defendant's expert opinions and reject the plaintiff's competing expert opinions.
2. Plaintiff's purchase-order terms could support its breach-of-contract claim alleging that Defendant supplied nonconforming goods.
3. Plaintiff may pursue breach-of-contract and implied-warranty claims in the alternative, provided the claims are not fatally inconsistent.
4. The court declined to adjudicate or limit damages at this stage because piecemeal adjudication was disfavored and the proposed ruling would not significantly simplify the evidence at trial.
5. Payments advanced by Plaintiff's affiliated contractor and property owner did not, at the summary-judgment stage, release Defendant from potential liability for the alleged breach.

KEY QUOTATIONS

"In light of the summary judgment standards, this is something the Court cannot do."

"Present adjudication is disfavored by the rule against piecemeal adjudication."

FACTUAL BACKGROUND

Plaintiff alleged that Defendant supplied nonconforming tiles in violation of the purchase order, which required the tiles to be merchantable and of the highest quality. Plaintiff asserted breach-of-contract, express-warranty, and implied-warranty claims. An affiliated contractor and property owner advanced remediation costs under an agreement that Plaintiff would pursue those damages in the action.

PROCEDURAL HISTORY

Allegheny Millwork sued Lumigraf for allegedly supplying nonconforming goods and violating express and implied warranties. Lumigraf moved for summary judgment. The district court denied the motion and stated that it would enter a later order addressing next steps.

DISPOSITION

denied

CASES CITED

- QVC, Inc. v. Midwest Trading Grp., Inc., 2013 WL 6632418, at *11 (E.D. Pa. Dec. 16, 2013)
- Greenwald Caterers Inc. v. Lancaster Host, LLC, 599 F. Supp. 3d 235, 250 (E.D. Pa. 2022)
- DMP Ltd. P'ship v. Caribou Coffee Co., Inc., 2009 WL 2750257, at *3 (W.D. Pa. Aug. 26, 2009)

OPINION

Allegheny Millwork, Inc. v. Lumigraf Inc

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT

FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ALLEGHENY MILLWORK, INC.,)

) Plaintiff,) 2:24-cv-00449-CB) v.) Chief Judge Cathy Bissoon)

LUMIGRAF INC,)

) Defendant.)

MEMORANDUM AND ORDER

I. MEMORANDUM

Lumigraf's Motion (Doc. 50) for summary judgment will be denied. As to Plaintiff's breach of contract and express or implied warranty claims, Defendant's arguments require the Court to accept its expert's opinions, and reject Plaintiff's. In light of the summary judgment standards, this is something the Court cannot do. Defendant also argues that the terms of Plaintiff's purchase order do not control, negating the breach of contract claim. Not so. Plaintiff asserts that Defendant breached the contract by providing nonconforming goods. See Compl. (Doc. 1) at ¶ 27. It also claims a violation of the implied warranty of merchantability. *Id.*, Count III. If Defendant is found liable, its breach would violate both the terms of Plaintiff's purchase order (requiring the tiles to be "merchantable and of the highest quality") and the implied warranty. A breach of implied warranty is a contract claim,¹ and, under the circumstances, the putative scope of recovery is the same. Cf., e.g., *QVC, Inc. v. Midwest Trading Grp., Inc.*, 2013 WL 6632418, *11 (E.D. Pa. Dec. 16, 2013) (finding in *1 Greenwald Caterers Inc. v. Lancaster Host, LLC*, 599 F. Supp. 3d 235, 250 (E.D. Pa. 2022) ("A claim for breach of warranty arises under the law of contracts.") (citations to quoted and other sources omitted, here and hereafter). favor of the plaintiff, on its breach of contract and implied warranties claims, and awarding the same damages, without distinguishing between them). Assuming Plaintiff was required to plead separate counts in the first place, it is permitted to pursue claims in the alternative (so long as they are not fatally inconsistent). Finally, Defendant's arguments to limit Plaintiff's damages are rejected. Present adjudication is disfavored by the rule against piecemeal adjudication. *DMP Ltd. P'ship v. Caribou Coffee Co., Inc.*, 2009 WL 2750257, *3 (W.D. Pa. Aug. 26, 2009) (courts may decline requests for partial summary judgment on damages where ruling "would not simplify significantly or extenuate the evidence at trial"). Nor is the Court convinced that payments made by Plaintiff's affiliated contractor and property owner let

Defendant “off the hook” for its alleged breach. The third parties’ agreement to advance the costs of remediation, in exchange for Plaintiff’s agreement to pursue such damages here, is akin to subrogation. Whether Plaintiff is required to pay them back is immaterial, and, frankly, none of Defendant’s business. Consistent with the above, the Court hereby enters the following:

II. ORDER

Defendant’s Motion (Doc. 50) for summary judgment is DENIED. Soon, the Court will enter an order addressing next steps. IT IS SO ORDERED. March 23, 2026 s/Cathy Bissoon Cathy Bissoon Chief United States District Judge cc (via ECF email notification): All Counsel of Record