

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
PENNSYLVANIA

J&R Slaw, Inc. v. Chesakl Enterprises, Inc.

J&R Slaw · No. 3:24-cv-01056 · Decided February 3, 2026

SUMMARY

The United States District Court for the Middle District of Pennsylvania denied Chesakl Enterprises, Inc.’s motion for summary judgment in a construction subcontract dispute brought by J&R Slaw, Inc. The court held that expert testimony was not necessarily required for Slaw’s liquidated-damages claim or its claims for equipment and material cost overruns. Factual disputes concerning an admission of delay, the parties’ performance, and the admissibility and scope of testimony required that the claims proceed to trial.

CASE DETAILS

COURT	United States District Court for the Middle District of Pennsylvania
WRITING FOR THE COURT	Julia K. Munley
JURISDICTION	United States District Court for the Middle District of Pennsylvania
DECIDED	February 3, 2026
DOCKET	3:24-cv-01056
DISPOSITION	other
PROCEDURAL POSTURE	Defendant and counterclaim plaintiff Chesakl Enterprises, Inc. moved for summary judgment on plaintiff J&R Slaw, Inc.'s breach-of-subcontract claims, arguing that Slaw needed expert testimony to establish its damages. The court denied the motion.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute of material fact and the moving party is entitled to judgment as a matter of law. The court must view disputed facts and reasonable inferences in favor of the nonmoving party and may not weigh evidence, resolve factual disputes, or make credibility determinations.
PRECEDENTIAL VALUE	unpublished, nonprecedential district court memorandum

TOPICS

- summary judgment
- construction law
- breach of contract
- liquidated damages
- expert testimony

PRACTICE AREAS

[Contracts](#)[Construction law](#)[Commercial litigation](#)[Civil procedure](#)[Evidence](#)

QUESTIONS PRESENTED

1. Whether Slaw's breach-of-subcontract claims for liquidated damages and equipment and material cost overruns were barred at summary judgment because Slaw lacked expert testimony.
2. Whether the testimony and affidavit submitted by Slaw created genuine disputes of material fact concerning Chesakl's breach and the claimed damages.

HOLDINGS

1. Expert testimony was not required to advance Slaw's liquidated-damages claim because the claim was based on the contractual daily amount and the number of days of delay, which a factfinder could calculate arithmetically if it found in Slaw's favor.
2. The absence of expert testimony did not warrant summary judgment on Slaw's equipment and material cost-overrun claims because the affidavit of Slaw's co-owner and treasurer described observations and specialized experience that could support admissible lay or expert testimony.
3. Summary judgment was denied because the record contained evidence from which a reasonable jury could find that Chesakl breached the subcontract and caused recoverable damages.

KEY QUOTATIONS

“At this stage, the judge's function is not “to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.””

“The best course is to deny the motion for summary judgment, schedule this matter for trial, and make evidentiary determinations as evidence is presented.”

FACTUAL BACKGROUND

J&R Slaw subcontracted with Chesakl Enterprises to install precast concrete for a large warehouse project in Pennsylvania under a lump-sum subcontract requiring completion within eight weeks. The subcontract provided for liquidated damages of \$1,000 per day after a ten-day grace period if Chesakl failed to timely complete the work. Slaw alleged that Chesakl completed the work approximately 79 days late and caused additional equipment-rental and material costs through inefficient planning and installation. Slaw supported its opposition with testimony from Chesakl's principal and an affidavit from Slaw's co-owner and treasurer describing the delays, site conditions, equipment, and material overruns.

PROCEDURAL HISTORY

Slaw filed suit on June 27, 2024, alleging that Chesakl breached a construction subcontract by delaying completion and causing equipment and material cost overruns. Chesakl answered, asserted affirmative defenses and counterclaims, and later moved for summary judgment after discovery. The court held that the summary-

judgment record, including testimony and an affidavit, presented factual issues and denied the motion, scheduling the matter for trial.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. The court directed that the matter proceed to trial and that evidentiary determinations be made as evidence is presented.

CASES CITED

- Daniels v. Sch. Dist. of Philadelphia, 776 F.3d 181, 187 (3d Cir. 2015)
- Erie R. Co. v. Tompkins, 304 U.S. 64, 78 (1938)
- Reedy v. Evanson, 615 F.3d 197, 210 (3d Cir. 2010)
- Mall Chevrolet, Inc. v. Gen. Motors LLC, 99 F.4th 622, 630–31 (3d Cir. 2024)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248–49 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Peterson v. Lehigh Valley Dist. Council, United Bhd. of Carpenters & Joiners, 676 F.2d 81, 84 (3d Cir. 1982)
- Big Apple BMW, Inc. v. BMW of N. Am., Inc., 974 F.2d 1358, 1363 (3d Cir. 1992)
- Celotex Corp. v. Catrett, 477 U.S. 317, 332 (1986)
- Nemitz v. Reuben H. Donnelley Corp., 310 A.2d 376, 379 (Pa. Super. Ct. 1973)
- Donlin v. Philips Lighting N. Am. Corp., 581 F.3d 73, 81 (3d Cir. 2009)
- Lightning Lube, Inc. v. Witco Corp., 4 F.3d 1153 (3d Cir. 1993)
- In re Merritt Logan, Inc., 901 F.2d 349, 360 (3d Cir. 1990)
- Teen-Ed, Inc. v. Kimball International, Inc., 620 F.2d 399, 403 (3d Cir. 1980)