IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAY JALA, LLC,	
Plaintiff,	
v.	CIVIL ACTION NO. 15-3948
DDG CONSTRUCTION, INC.,	
Defendant.	

ORDER

AND NOW, this 1st day of November, 2016, upon consideration of Defendant's Motion for Partial Summary Judgment (Doc. #28) and all supporting and opposing papers, it is hereby **ORDERED** that the Motion is **GRANTED IN PART AND DENIED IN PART**. As more fully explained in the accompanying memorandum opinion:

- The "Project Completion Fee by Owner" constitutes direct damage and is not waived by contract.
- 2. The "Loss of Income" request has been dropped by Plaintiff, but is also barred by the contractual waiver of consequential damages.
- 3. The costs of "Insurance" are consequential and barred by the contractual waiver.
- 4. The "Advertising Expenses" are consequential and barred by the contractual waiver.
- 5. The costs of "Funiture, Fixtures and Equipment (FFE) and Interest Paid" are consequential and barred by the contractual waiver.

- 6. The "Bank Interest" constitutes direct damage and is not waived by contract.
- 7. The cost of "Utilities paid from January 23, 2015 until May 15, 2015" constitutes direct damage and is not waived by contract.

BY THE COURT:

/s/ Jeffrey L. Schmehl
Jeffrey L. Schmehl, J.