

THE PENNSYLVANIA APPELLATE CASE REVIEW

By Daniel J. Siegel, Esquire
LAW OFFICES OF DANIEL J. SIEGEL, LLC

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(610) 446-3457 • Fax (484) 636-3993

E-mail Dan@DanielJSiegel.com

REPORTING STATE COURT DECISIONS THROUGH SEPTEMBER 4, 2026

Pennsylvania Appellate Court Decisions

I. Civil Litigation

A. Arbitration Agreement

- [Levin v. Prime Communications Inc., 2026 PA Super 119 \(Pa.Super., June 9, 2026\)](#)

- **Holding:** Under Pennsylvania's Uniform Electronic Transactions Act, 73 P.S. §§ 2260.101-2260.503, clicking a box indicating acknowledgment or acceptance in an employer's HR system may constitute a signature if the employee manifested intent to sign. Therefore, whether a person executed an electronic signature is a question of fact that depends on the person's intent to sign or otherwise accomplish a legally binding act. (LINK REMOVED ON THE COURT WEBSITE)

- [Pierce v. Empower Finance Inc., 2026 PA Super 91 \(Pa.Super., May 1, 2026\)](#)

- **Holding:** A browse wrap arbitration agreement is enforceable only if the application screen explicitly states that a consumer is waiving their right to a trial by jury by agreeing to the company's "terms and conditions", or if the registration process cannot be completed until the consumer is fully informed of that waiver, consistent with the Superior Court decision in *Duffy v. Tatum*, 2026 PA Super 41 (Pa.Super., March 3, 2026).

- [Duffy v. Tatum, 2026 PA Super 41 \(Pa.Super., March 3, 2026\)](#)

- **Holding:** For an internet arbitration agreement to be enforced, a person must demonstrate an unambiguous manifestation of assent to arbitration. This requires:(1) explicitly stating on the registration website and application screens that a consumer is waiving their right to jury trial when the person agrees to the seller's terms of service and the registration cannot be completed until a person is fully informed of that waiver; and (2) when the agreements are available for viewing after a user has clicked on a hyperlink, the waiver should not be hidden in the middle of the document but should appear prominently in bold, capitalized text.

B. Consumer Protection - Canceling Home Improvement Contracts

- [Commonwealth v. Gillece Services, L.P., No. 32 WAP 2024 \(Pa., April 30, 2026\)](#)

- **Holding:** The Home Improvement Consumer Protection Act (HICPA) requires that home improvement contractors permit consumers to cancel their contracts within three business days as long as consumers provide actual notice of cancellation, even if that notice is not in writing.

C. *Corporate Negligence Liability - Affiliated Companies*

□ [*Newlin v. Vita Health Care Group*, 2026 PA Super 175 \(Pa.Super., August 4, 2026\)](#)

- **Holding:** Entities that owe a direct duty of care to a nursing-home resident can be held liable for corporate negligence; thus, corporate negligence liability does not extend to affiliated management companies that do not have the requisite resident-entity relationship that gives rise to the duty of care.

D. *Defamation*

□ [*Vargas v. Great Valley Landscaping, Inc.*, 2026 PA Super 116 \(Pa.Super., June 8, 2026\)](#)

- **Holding:** When false statements constitute *defamation per se*, the victim does not need to prove direct financial loss to recover damages. Furthermore, harsh punitive damages are not unconstitutionally excessive when granted as a result of severe mental anguish suffered on behalf of the victim.

E. *Default Judgment - Service*

□ [*James Davis v. Woodbury Financial Services*, 2026 Pa Super 144 \(Pa.Super., July 7, 2026\)](#)

- **Holding:** A default judgment will not be open if the plaintiff was reasonably diligent in attempting traditional service, obtained court-approved alternative service, and the defendant failed to demonstrate a defect in service or a sufficient basis for equitable relief.

F. *Discovery - Common Interest Privilege*

□ [*Solid Waste Services, Inc. v. Ember Partners*, 2026 PA Super 118 \(Pa.Super., June 9, 2026\)](#)

- **Holding:** The common interest privilege applies only when the parties involved have agreed to be subject to privilege for the purpose of pursuing a shared legal objective. Therefore, when there is nothing to prove the existence of such an agreement, the common interest privilege does not legally entitle a party to withhold certain requested documents, and the production of documents can be compelled.

G. *Equitable Remedies - Veil-Piercing*

□ [*In Re: Dravo LLC*, No. 33 WAP 2024 and No. 34 WAP 2024 \(Pa., May 22, 2026\)](#)

- **Holding:** The Pennsylvania Uniform Liability Company Act of 2016, 15 Pa.C.S. § 8811-8898, bars claims not presented within two years of the publication of notice of an LLC's dissolution. Therefore, where claims brought against the surviving company of a dissolved LLC are otherwise time-barred pursuant to the Act, the equitable remedy of veil piercing cannot be employed to circumvent this time restraint.

H. *Evidentiary Privilege - Hospital Investigation Documents*

□ [*Griffin v. The Bryn Mawr Hospital*, 2026 PA Super 53 \(Pa.Super., March 19, 2026\)](#)

- **Holding:** Under the Patient Safety Quality and Improvement Act (PSQIA), 42 U.S.C. §§ 299b-21-299b-26, work product is subject to evidentiary privilege provided it contains deliberations or analysis of, or reporting pursuant to, a Hospital's patient safety evaluation system.

I. *Forum Non Conveniens*

- [*Duxbury v. Reconstructive Ortho. Assoc. II, P.C.*, 2026 PA Super 58 \(Pa.Super., March 25, 2026\)](#)

- **Holding:** When considering whether a motion to dismiss for forum non conveniens should be granted, a plaintiff's choice of forum should not be disturbed by the court except for "weighty reasons." To determine whether the reasons are "weighty," the court must examine both the private and public interest factors relevant to the case at hand to conclude that the chosen forum is inconvenient to the defendant, as explained in *Ficarra v. Consol Rail Corp.*, 242 A.3d 323 (Pa.Super., 2020).

J. *Governmental Immunity*

- [*Leger v. Martin*, No. 253 C.D. 2025 \(Pa.Cmwlt., May 19, 2026\)](#)

- **Holding:** A Township is considered to have constructive notice of a dangerous road condition under the Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541, if evidence is presented to show that the dangerous condition was "apparent upon reasonable inspection" before the accident occurred. Therefore, where evidence supports such a finding, a Township is not entitled to summary judgment based on governmental immunity.

K. *Insurer's Duty to Defend and/or Indemnify - Public Policy*

- [*Samsung Fire and Marine Insurance Co., LTD, v. RI Settlement Trust*, No. 61 EAP 2024 \(Pa., July 21, 2026\)](#)

- **Holding:** Despite Pennsylvania's strong public policy against sex trafficking, neither an insurer's duty to defend nor its duty to indemnify is abrogated merely because the insured is alleged to have enabled or profited from sex trafficking; coverage may be denied only where the insurance policy itself excludes coverage for the alleged conduct.

L. *Judgment on the Pleadings*

- [*Dixon v. Heritage Valley Sewickley*, 2026 PA Super 102 \(Pa.Super. May 28, 2026\)](#)

- **Holding:** Judgment on the pleadings may not be granted when a meritorious defense, e.g., statute of limitations, is asserted.

M. *Jury Instructions - Increased Risk of Harm*

- [*Musika v. Abington-Jefferson Health*, 2026 Pa Super 132 \(Pa.Super., June 22, 2026\)](#)

- **Holding:** An increased risk of harm instruction is relevant to the issues of causation and damages only after negligence has been established. Therefore, the absence of an increased risk of harm instruction is not a prejudicial error where the jury does not make the predicate finding of negligence.

N. Opening Default Judgment - Improper Service

- [*Kitner's Lawn & Landscaping, LLC v. LRM Masonry, LLC*, 2026 PA Super 57 \(Pa.Super., March 24, 2026\)](#)

- **Holding:** A default judgment entered against a party for failure to file a timely answer to a complaint will not be opened if the petitioning party fails to establish defective service according to the requirements of Pa.R.Civ.P. 440 and offers no reasonable excuse for failing to file a responsive pleading to the complaint.

O. Products Liability - Successor Corporations

- [*Burnley v. Loews Hotel*, 2026 PA Super 43 \(Pa.Super., March 5, 2026\)](#)

- **Holding:** In limited circumstances, the product line exception creates an exception to the general rule that a successor corporation does not acquire the liabilities of a transferor corporation merely by acquiring the transferor's assets. To determine when the product line exception applies, Pennsylvania courts consider whether the successor corporation advertised itself as an ongoing enterprise; maintained the same product, name, personnel, property, and clients; acquired the predecessor corporation's name and goodwill; or required the predecessor to dissolve. Furthermore, Pennsylvania courts also consider whether the following factors are present: (1) the virtual destruction of the plaintiff's remedies against the original manufacturer caused by the successor's acquisition of the business, (2) the successor's ability to assume the original manufacturer's risk spreading role, (3) the fairness of requiring the successor to assume responsibility for defective products that was a burden necessarily attached to the original manufacturer's good will being enjoyed by the successor in the continued operation of the business, as described in *Dawejko v. Jorgensen Steel Co.*, 434 A.2d 106 (Pa.Super., 1981).

P. Underinsured Motorist Coverage

- [*Lanunziata v. Pa. Nat. Mutual Casualty Ins. Co.*, 2026 PA Super 97 \(Pa.Super., May 13, 2026\)](#)

- **Holding:** When an insurance policy defines those insured as the "[name insured] or any family member...who is a resident of your household," a family member is not entitled to underinsured motorist ("UIM") benefits under the Motor Vehicle Financial Responsibility Law if they are no longer considered a resident of the named insured's household at the time of the accident.

- [*Huggins v. Progressive Advanced Ins. Co.*, 2026 PA Super 130 \(Pa.Super., June 18, 2026\)](#)

- **Holding:** Where a policyholder knowingly declines Underinsured Motorist Coverage ("UIM"), and the insurer wholly comports with the waiver requirements outlined in 75 Pa.C.S. § 1731 of the Motor Vehicle Financial Responsibility Law, the policyholder is not entitled to receive UIM benefits under the policy.

Q. *Unfair Trade Practices Act*

□ [Halpern v. Ricoh U.S.A., Inc., No. 7 EAP 2024 \(Pa., March 31, 2026\)](#)

- **Holding:** To establish a claim of deceptive omission against a vendor for violating the Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. §§ 201-2(4)(i)-(xx), a buyer must demonstrate that the vendor had an affirmative duty to disclose the subject of the omission, affirming the Superior Court opinion in *Romeo v. Pittsburgh Associates*, 787 A.2d 1027 (Pa.Super., 2001).

□ [Commonwealth v. Gillece Services, L.P., No. 32 WAP 2024 \(Pa., April 30, 2026\)](#)

- **Holding:** When a contract falls under the Unfair Trade Practices and Consumer Protection Law (UTPCPL), 73 P.S. 201-1-201.10, and the Home Improvement Consumer Protection Act, 73 P.S. 517.1-517.19, the consumer is not required to cancel in writing.

R. *Wrongful Use of Civil Proceedings*

□ [Carmen Enterprises, Inc. v. Goldin, 2026 PA Super 117 \(Pa.Super., June 9, 2026\)](#)

- **Holding:** Under Pennsylvania's Wrongful Use of Civil Proceedings Act, 42 Pa.C.S.A. 8351(a), whether an attorney or a law firm had "probable cause" to launch a legal claim is a question that must be decided by a jury when the material facts remain in dispute.

II. Sovereign Immunity - NJ Transit

A. *U.S. Supreme Court*

□ [Galette v. New Jersey Transit Corp., No. 24 -1021 \(U.S. March 4, 2026\)](#)

- **Holding:** New Jersey Transit Corporation is not an arm of New Jersey and, therefore, it is not entitled to the State's sovereign immunity.

B. *Pa. Superior Court*

□ [Kim v. New Jersey Transit Corp., 2026 PA Super 94 \(Pa.Super., May 6, 2026\)](#)

- **Holding:** New Jersey Transit Corporation is not an arm of the State of New Jersey and therefore is not entitled to sovereign immunity, consistent with the U.S. Supreme Court Opinion in *Galette v. New Jersey Transit Corp.*, 146 S.Ct. 854 (2026)

C. *Pa. Supreme Court*

□ [Galette v. New Jersey Transit Corp., No. 4 EAP 2024 \(Pa., March 12, 2025\)](#)

- **Holding:** N.J. Transit is an instrumentality of the State of New Jersey and is entitled to sovereign immunity.

III. Workers' Compensation

A. *Co-Employee Immunity*

□ [Brown v. Gaydos, No. 22 WAP 2024 \(Pa., February 18, 2026\)](#)

- **Holding:** Section 72 of the Workers' Compensation Act, 77 P.S. § 72, applies only to an act or omission that occurs while the defendant and the injured worker were in the same employ, i.e., acting in the course or scope of their employment.

B. *Compromise and Release Agreements*

- [*Trustees of the University of Pennsylvania v. Braas \(Workers' Comp. Appeal Bd.\)* No. 481 C.D. 2025 \(Pa.Cmwlt., August 20, 2026\)](#)

➤ **Holding:** A Workers' Compensation Judge must conduct a hearing as required by Section 449 of the Workers' Compensation Act before dismissing or rejecting a Compromise and Release petition and may not impose procedural requirements not authorized by the Act.

C. *Employee Status and Insurance Estoppel*

- [*J&S Technology Solutions, Inc. v. Gonzalez*, No. 922 C.D. 2023 & No. 928 C.D. 2023 \(Pa.Cmwlt., August 4, 2026\)](#)

➤ **Holding:** A worker is an employee, rather than an independent contractor, under the Workers' Compensation Act, where the employer maintains the right to control the manner and means of the work, and payment by Form 1099, employee ownership of tools, and use of a personal vehicle do not outweigh the principal consideration of employer control. Additionally, an insurer may be equitably estopped from denying workers' compensation coverage where a statutory employer relies on a certificate of insurance issued by the insurer's authorized agent.

D. *Fee Review Proceedings*

- [*Scomed Supply v. Hartford Accident & Indemnity Co.*, No. 79 C.D. 2025 \(Pa.Cmwlt., March 16, 2026\)](#)

➤ **Holding:** Retail sellers of durable medical equipment are not considered "health care providers" as defined by Section 109 of the Workers' Compensation Act (Act), and therefore lack recourse to dispute payment amounts through the Bureau of Workers' Compensation Medical Fee Review Section under Section 306(f.1)(5) of the Act.

E. *Impairment Rating Evaluations*

- [*Connelly v. Keystone Home Health Service \(WCAB\)*, No. 513 CD 2025 \(Pa.Cmwlt., August 31, 2026\)](#)

➤ **Holding:** Act 111 of 2018, which amended the Workers' Compensation Act to include a provision for Impairment Rating Evaluations, following the Supreme Court decision in *Protz*, is not unconstitutional despite it not having been considered on three different days in each house of the General Assembly.

F. *Notice to Insurance Carrier*

- [*Erie Insurance Property & Casualty Co. v. Heater*, No. 103 MAP 2024 \(Pa., March 26, 2026\)](#)

➤ **Holding:** Under Section 311 of the Workers' Compensation Act, 77 P.S. § 631, an injured claimant who is the sole owner and employee of a business is not required to provide his insurer with notice of his work-related injury within 120 days to be eligible for compensation. *(Daniel J. Siegel, Esquire was counsel in the Supreme Court in this matter; Kenneth Spivack, Esquire was trial counsel.)*

G. Self-Referrals

- [700 Pharmacy v. Bureau of Workers' Compensation Fee Review Hearing Office, Nos. 97, 98, 99, 100, and 101 MAP 2024 \(Pa., June 16, 2026\)](#)
 - **Holding:** The Anti-Referral Provision's Prohibition on self-referrals is limited to the eight enumerated categories of services under Section 306 (f)(1) of the Workers' Compensation Act. *(Daniel J. Siegel, Esquire was counsel in the Supreme Court in this matter.)*

IV. Allocatur Petitions

A. The Pa. Supreme Court has granted appeal in the following matters on the issue(s) stated:

- [Toppy v. Passage Bio, Inc., No. 486 EAL 2025 \(Pa., July 15, 2026\)](#)
 - Can Pennsylvania's mediation privilege, 42 Pa.C.S. § 5949(a), be implicitly waived when mediation communications and mediation documents are disclosed and used in pending litigation between the parties to the mediation, and the party claiming privilege fails to take any remedial action until filing a pretrial motion *in limine* more than four years after privileged material was made public?

V. Pennsylvania Supreme Court Rules Amendment

A. Disciplinary Board - RPC 5.5 Amendment

- [In Re: Amendment of Rule 5.5 of the Pennsylvania Rules of Professional Conduct, \(Pa., July 16, 2026 effective immediately\) – \[changes in bold underline\]](#)
 - Rule 5.5, Explanatory Comment 4 of the Pa. Rules of Professional Conduct amended:
[4] Other than as authorized by law or this Rule, a lawyer who is not admitted to practice generally in this jurisdiction violates paragraph (b) if the lawyer establishes an office or other systematic and continuous presence in this jurisdiction for the practice of law. Presence may be systematic and continuous even if the lawyer is not physically present here. Such a lawyer must not hold out to the public or otherwise represent that the lawyer is admitted to practice law in this jurisdiction. See also Rules 7.1(a) and 7.5(b). With the rise of advanced communications technology, and with the advent of the 2020 global pandemic, the legal profession confronted the issue of remote legal practice and the unauthorized practice of law, in the context of Rule 5.5(b)(1). The following guidance is provided: A lawyer who is not admitted to practice in Pennsylvania may remotely practice the law of the jurisdiction in which the lawyer is licensed while physically present in Pennsylvania, provided the lawyer does not hold himself or herself out as being admitted to practice in Pennsylvania and does not provide, offer to provide, or hold himself or herself out as authorized to provide legal services in Pennsylvania. Remote practice that satisfies these requirements does not constitute systematic and continuous presence in this jurisdiction for the purpose of Rule 5.5(b)(1). A lawyer authorized to practice law in Pennsylvania may remotely practice the law of Pennsylvania while the lawyer is physically present outside of Pennsylvania, provided the lawyer is not prohibited from doing so in the jurisdiction where the lawyer is physically present.