

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

JOANNE EDISON,	:	No. 2025-00585
Plaintiff	:	
VS	:	
AMJAD ALI SAFVI, M.D. and	:	CIVIL ACTION - LAW
TELERADIOLOGY SOLUTIONS	:	
Defendants	:	
	:	PROFESSIONAL LIABILITY
	:	MEDICAL MALPRACTICE

OPINION AND ORDER ON PRELIMINARY OBJECTIONS FILED OCTOBER 24, 2025

BACKGROUND:

Plaintiff filed a Complaint on August 11, 2025, alleging professional negligence by the Defendants listed above, UPMC Williamsport Hospital, and others. By Order dated October 29, 2025, the Honorable Eric R. Linhardt approved a signed written stipulation of counsel, which had the effect of removing UPMC Williamsport, UPMC Susquehanna, and UPMC as party-defendants.

Count 1 of the Complaint asserts a claim of professional negligence against Defendant Amjad Ali Safvi, M.D. Count II asserts a similar claim against Defendant Teleradiology Solutions. Count III asserts a contact claim against both remaining Defendants, for breach of an alleged contract between them and UPMC. The contract claim asserted at Count III is based upon the theory that Plaintiff was a third-party beneficiary of that contract.

On October 24, 2025, the remaining Defendants filed Preliminary Objections in the nature of a demurrer, seeking a dismissal of Count III. Defendants assert that Plaintiff does not qualify as an intended beneficiary on any contract between the Defendants and UPMC.

QUESTION PRESENTED:

WHETHER COUNT III OF THE COMPLAINT SHOULD BE DISMISSED FOR FAILURE TO ESTABLISH THAT PLAINTIFF WAS AN INTENDED BENEFICIARY OF ANY CONTRACT BETWEEN THE DEFENDANTS AND UPMC.

ANSWER TO QUESTION PRESENTED:

AT THIS VERY EARLY STAGE OF THE LITIGATION, COUNT III WILL NOT YET BE DISMISSED.

DISCUSSION:

The Test for Preliminary Objections in the Nature of a Demurrer:

A demurrer can only be sustained where the complaint is clearly insufficient to establish the pleader's right to relief. *Firing v. Kephart*, 466 Pa. 560, 353 A.2d 833 (1976). For the purpose of testing the legal sufficiency of the challenged pleading a preliminary objection in the nature of a demurrer admits as true all well-pleaded, material, relevant facts, *Savitz v. Weinstein*, 395 Pa. 173, 149 A.2d 110 (1959); *March v. Banus*, 395 Pa. 629, 151 A.2d 612 (1959), and every inference fairly deducible from those facts. *Chappell v. Powell*, 303 A.3d 507, 511 (Pa.Super. 2023); *Hoffman v. Misericordia Hospital of Philadelphia*, 439 Pa. 501, 267 A.2d 867 (1970); *Troop v. Franklin Savings Trust*, 291 Pa. 18, 139 A. 492 (1927). The pleader's conclusions or averments of law are not considered to be admitted as true by a demurrer. *Savitz v. Weinstein, supra*.

Since the sustaining of a demurrer results in a denial of the pleader's claim or a dismissal of his suit, a preliminary objection in the nature of a demurrer should be sustained only in cases that clearly and without a doubt fail to state a claim for which relief may be granted. *Schott v. Westinghouse Electric Corp.*, 436 Pa. 279, 259 A.2d 443 (1969); *Botwinick v. Credit Exchange, Inc.*, 419 Pa. 65, 213 A.2d 349 (1965); *Savitz v. Weinstein, supra*; *London v. Kingsley*, 368 Pa. 109, 81 A.2d 870 (1951); *Waldman v. Shoemaker*, 367 Pa. 587, 80 A.2d 776 (1951). If the facts as pleaded state a claim for which relief may be granted under any theory of law then there is sufficient doubt to require the preliminary objection in the nature of a demurrer to be rejected. *Packler v. State Employment Retirement Board*, 470 Pa. 368, 371, 368 A.2d 673, 675 (1977); see also, *Schott v. Westinghouse Electric Corp., supra*, 436 Pa. at 291, 259 A.2d at 449.

*Mudd v. Hoffman Homes for Youth, Inc.*, 374 Pa.Super. 522, 524–25, 543 A.2d 1092, 1093–94 (1988) (quoting *County of Allegheny v. Commonwealth*, 507 Pa. 360, 372, 490 A.2d 402, 408 (1985)). Accord, *Ritz v. Ramsay*, 305 A.3d 1056, 1061 (Pa.Super. 2023).

## Contract Claims By An Alleged Intended Beneficiary:

The circumstances under which an alleged intended beneficiary is entitled to assert a cause of action for breach of contract was thoroughly discussed by our Supreme Court in the matter of *Scarpitti v. Weborg*, 530 Pa. 366, 609 A.2d 147 (1992), where the Court observed:

The current rule in Pennsylvania for designation of a party as a third party beneficiary was first articulated in the seminal case of *Spires v. Hanover Fire Insurance Co.*, 364 Pa. 52, 70 A.2d 828 (1950) (plurality opinion). In *Spires*, we held that in order for a third party beneficiary to have standing to recover on a contract, both contracting parties must have expressed an intention that the third party be a beneficiary, and that intention must have affirmatively appeared in the contract itself. *Spires v. Hanover Fire Insurance Co.*, 364 Pa. at 57, 70 A.2d at 830–31. But, in *Guy v. Liederbach*, 501 Pa. 47, 459 A.2d 744 (1983), we carved out an exception to the *Spires* rule, and allowed the beneficiary of a will to recover for legal malpractice against an attorney, despite the fact that the beneficiary was not in privity of contract with the attorney and was not named specifically as an intended beneficiary of the contract. In so doing, we adopted the Restatement (Second) of Contracts, § 302 (1979), as a guide for analysis of third party beneficiary claims in Pennsylvania. Restatement (Second) of Contracts, § 302 (1979) states:

### Intended and Incidental Beneficiaries

- (1) Unless otherwise agreed between promisor and promisee, a beneficiary of a promise is an intended beneficiary if recognition of a right to performance in the beneficiary is appropriate to effectuate the intentions of the parties and either
  - (a) the performance of the promise will satisfy an obligation of the promisee to pay money to the beneficiary; or
  - (b) the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.

- (2) An incidental beneficiary is a beneficiary who is not an intended beneficiary.

Restatement (Second) of Contracts § 302 (1979).

Consequently, this Court in *Guy* concluded:

There is thus a two part test for determining whether one is an intended third party beneficiary: (1) the recognition of the beneficiary's right must be "appropriate to effectuate the intention of the parties," and (2) the performance must "satisfy an obligation of the promisee to pay money to the beneficiary" or "the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance." *Guy v. Liederbach*, 501 Pa. at 60, 459 A.2d at 751. The first part of the

test sets forth a standing requirement which leaves discretion with the court to determine whether recognition of third party beneficiary status would be appropriate. The second part defines the two types of claimants who may be intended as third party beneficiaries. If a party satisfies both parts of the test, a claim may be asserted under the contract. *Id.*

*Scarpitti v. Weborg*, 530 Pa. 366, 370-71, 609 A.2d 147, 149-50 (1992).

Plaintiff does not contend that she was identified as an intended beneficiary of the contract for radiology services between UPMC and the Defendants. She contends that the circumstances of this matter “indicate that Teleradiology intended to give Plaintiff the benefit of the performance they promised UPMC under their contract” (Plaintiff’s Brief, page 4).

On the face of the Complaint, it appears to the Court that the contract between UPMC and Teleradiology was intended to give medical professionals at UPMC Susquehanna access to radiology services during certain hours of the day or night, rather than to directly benefit third parties. Nevertheless, the Court is not yet convinced that the allegations of Count II “without a doubt fail to state a claim for which relief may be granted.”

At this early stage of the litigation, the Court will not dismiss Count III, but will provide Plaintiff with an opportunity to develop the claim through discovery. If Plaintiff fails to develop factual support for the claim, the Court can revisit the issue in the context of a potential future dispositive motion.

#### ORDER

**AND NOW**, this 4<sup>th</sup> day of February, 2026, for the reasons more fully set forth above, Defendants’ Preliminary Objections filed October 24, 2025, are **DENIED**, without prejudice to reassert the same issue within a potential future dispositive motion.

BY THE COURT:

WILLIAM P. CARLUCCI, JUDGE

cc: Court Administrator  
Bret J. Southard, Esquire  
Zachary R. Fowler, Esquire

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