

1 UNITED STATES COURT OF APPEALS

2 FOR THE SECOND CIRCUIT

3 \_\_\_\_\_  
4 August Term, 2013

5 (Argued: August 21, 2013 Decided: May 15, 2014)

6 Docket No. 12-3712-cv  
7 \_\_\_\_\_

8 RONALD NUNN AND DONALD VADEN,

9 *Plaintiffs-Appellants,*

10 -v.-

11 MASSACHUSETTS CASUALTY INSURANCE COMPANY, NKA CENTRE LIFE  
12 INSURANCE COMPANY,

13 *Defendant-Appellee,*

14 SUN LIFE ASSURANCE COMPANY OF CANADA,

15 *Defendant.*  
16 \_\_\_\_\_

17 Before:

18 LEVAL, WESLEY, AND HALL, *Circuit Judges.*

1 Defendant-Appellee, Massachusetts Casualty Insurance Company  
2 (“MCIC”), petitions for rehearing following our decision in *Nunn v. Massachusetts*  
3 *Casualty Insurance Co.*, 743 F.3d 365 (2d Cir. 2014). The petition is granted, and  
4 the opinion filed February 24, 2014 is withdrawn. For the reasons that follow in  
5 our revised opinion, the district court’s order and judgment dismissing Plaintiffs’  
6 complaint is VACATED and the case is REMANDED to the district court for  
7 further proceedings in accord with this opinion.

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10 DAVID M. BERNARD, Koskoff Koskoff & Bieder, P.C., Bridgeport, CT,  
*for Plaintiffs-Appellants.*

11 PATRICK M. FAHEY, (Mark K. Ostrowski, *on the brief*), Shipman &  
12 Goodwin LLP, Hartford, CT, *for Defendant-Appellee.*

13  
14 WESLEY, Circuit Judge:

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17 *Casualty Insurance Co.*, 743 F.3d 365 (2d Cir. 2014). The petition is granted, and  
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19 our revised opinion, the district court’s order and judgment dismissing Plaintiffs’  
20 complaint is VACATED and the case is REMANDED to the district court for  
21 further proceedings in accord with this opinion.

Plaintiffs-Appellants appeal from a September 10, 2012 order of the United States District Court for the District of Connecticut (Arterton, J.) granting Defendant's motion for summary judgment. The district court erred in failing to correctly apply Pennsylvania's reasonable expectations doctrine to Plaintiffs' reformation claims and in finding the breach of contract claims to be time-barred. We therefore VACATE and REMAND in accord with the following.

## BACKGROUND

Ronald Nunn and Donald Vaden are former National Basketball Association (“NBA”) referees. In September 1996, Plaintiffs participated in a referee training camp in New Jersey and attended a union meeting hosted by the National Basketball Referees Association (the “NBRA”). At the meeting, Steven Lucas, a sales representative for Sun Life of Canada, the company MCIC had designated as its administrator for disability income products, gave a presentation about supplemental disability insurance offered by MCIC. Sun Life authorized Lucas to solicit applications for MCIC’s insurance policies. He was introduced as a “disability expert” with seventeen years’ experience. During the presentation, Lucas described a supplemental disability policy he had

1 implemented for umpires with Major League Baseball. Lucas also explained to  
2 Plaintiffs that their current insurance coverage might be insufficient if they  
3 became unable to work, but that he could offer supplemental disability insurance  
4 that “changes the taxable benefit to a tax free benefit. It changes the benefit  
5 period from 10 years to age 65. It covers you in your own occupation. If you  
6 can’t do your job you’re disabled.” (Transcript of Fall NBRA Presentation at 8,  
7 Sept. 29, 1996). Lucas detailed how the supplemental insurance worked,  
8 specifically describing the “own occupation” aspect of the arrangement:

9           this program is a function of you being covered in your  
10           occupation at the time disability starts. If you can’t be an  
11           official but you can work in a store some place you go  
12           ahead and work there. I mean, *you are totally disabled from*  
13           *being an NBA official* that is what the disability is based on.

14 (*Id.* at 33) (emphasis added). He stressed repeatedly that one of the supplemental  
15 insurance’s key advantages was that it covered policy-holders unable to perform  
16 their “own occupation” — here, NBA referee — until they were sixty-five years  
17 old, regardless of the extent of disability. Lucas reiterated this point numerous  
18 times and further explained that while their current disability policy only paid  
19 benefits for ten years after disability, his company’s policy would make monthly  
20 payments to age sixty-five no matter when the insured became disabled. (*Id.* at

10). Again and again he counseled the gathered referees that “[t]hey are all still going to collect the [monthly payments] through the age of 65[;]” the “fact that it is issued to age 65 it guarantees you that the supplement is truly that because it is tax free[;]” “[t]he program covers you to 65 as I mentioned before[;]” and “[t]he policy is guaranteed to you to age 65.” (*Id.* at 11, 12, and 14).

Within weeks of his presentation, Lucas sent each Plaintiff an application for supplemental coverage. Each completed the application with Lucas’ assistance over the phone. Within a few days of each other, Plaintiffs submitted applications through Lucas for the supplemental disability insurance policy he had described. Lucas signed both. Neither Plaintiff read the description of coverage prior to submitting their respective application. Plaintiffs received their copies of MCIC’s supplemental disability insurance policy, but again neither read the policy.<sup>1</sup> Had they examined their policies, Plaintiffs would have discovered that the policies’ definition of “total disability” was at odds with Lucas’ description. Though the definition for “total disability” in the policies began as Lucas had promised — providing coverage when the insured could not work in

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<sup>1</sup>The policy includes a “Notice of 10-Day Right to Examine this Policy” clause stipulating that Plaintiffs could return the policy if they were “not satisfied for any reason” within 10 days of receiving it. (Nunn and Vaden Dis. Inc. Policy at Cover).

1 his or her occupation — that definition changed after 60 months of paid benefits.  
2 The policy states that after 60 months, “[total disability] shall then mean the  
3 Insured’s substantial inability to perform the material duties of *any gainful*  
4 *occupation* for which he/she is suited. . . .” (Nunn and Vaden Dis. Inc. Policy at 3)  
5 (emphasis added).

6 During his deposition, Lucas agreed that “the terms of the policy as [he]  
7 described them were not consistent with the terms of the policies that were sold  
8 to the NBA referees[.]” (Lucas Dep. at 12-13). He admitted that the policies’  
9 “own-occupation period of the definition of disability” was “inconsistent” with  
10 the terms described in his presentation. (*Id.* at 17). He did not tell the NBRA  
11 members that the policy he described was not actually available to them. (*Id.* at  
12 74-75).

13 In 2002, Nunn suffered a knee injury that ended his career as an NBA  
14 referee. The next year, Vaden also suffered a career ending injury. Each began  
15 receiving monthly payments pursuant to their supplemental insurance policies;  
16 but after sixty months — Nunn was fifty-eight and Vaden fifty-five — the  
17 payments stopped. Because both Plaintiffs were able to work at other jobs — in

1 fact, both continued working for the NBA in other capacities — MCIC ceased  
2 payment.

3 Both Plaintiffs claim that based on Lucas' presentation, they expected to  
4 receive payments until age sixty-five. Vaden explained that he did not read the  
5 policy because "[he] really went by what [Lucas] told [him] because [he] trusted  
6 [Lucas]." (Vaden Dep. at 37). "[Lucas] was convincing, and then the union as a  
7 whole was excited about it, so I trusted him." (*Id.* at 60). Nunn similarly  
8 explained that "[he] didn't feel there was a need [to read the policy]. It was  
9 pretty clear how [he] understood Mr. Lucas's presentation." (Nunn Dep. at 27).

10 In August 2010, Plaintiffs filed suit in the United States District Court for  
11 the District of Connecticut, alleging breach of contract and/or seeking  
12 reformation with respect to each policy. MCIC moved for summary judgment,  
13 asserting that Plaintiffs' claims were barred by Connecticut's six-year statute of  
14 limitations, and that the insurance policies contained unambiguous language  
15 limiting Plaintiffs to sixty months of supplemental disability insurance payments  
16 if they were able to perform any gainful occupation thereafter.<sup>2</sup> The district court  
17 (Arterton, J.) granted MCIC's motion for summary judgment.

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<sup>2</sup> Plaintiffs did not cross-move for summary judgment.

1           The court concluded that Plaintiffs were not entitled to reformation. In  
2   reaching this decision, the district court found that Pennsylvania law governed  
3   the substance of the contract. The court explained that under Pennsylvania law,  
4   courts generally give effect to the plain language of a contract, but if “the insurer  
5   [] either unreasonably obscure[d] the terms or outright deceive[d] the insured,”  
6   Pennsylvania law requires courts to interpret contracts based on the “reasonable  
7   expectations” of the insured. *Nunn v. Massachusetts Cas. Ins. Co.*, 3:10CV1350 JBA,  
8   2012 WL 3985162, at \*8 (D. Conn. Sept. 10, 2012) (internal quotation marks  
9   omitted). Because Plaintiffs had alleged neither fraud nor misrepresentation —  
10   which the court understood as prerequisites to the reasonable expectations  
11   doctrine — the court concluded that it must apply Pennsylvania’s general rule  
12   and look to the contract’s plain meaning without regard for Plaintiffs’ reasonable  
13   expectations.<sup>3</sup>

14           The court also determined, and the parties do not dispute, that Connecticut  
15   law supplies the statute of limitations period for Plaintiffs’ breach of contract

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<sup>3</sup>The court denied MCIC’s motion to dismiss the reformation claim for laches but then concluded that even if the reasonable expectations doctrine applied, contract reformation would be improper because it “is an equitable remedy that is sparingly applied, and here, there has been extreme delay in filing suit . . . .” *Nunn*, 2012 WL 3985162, at \*9.



1 claims. Based on Connecticut’s six-year period, the court concluded the claims  
2 were time-barred because the breach occurred in 1996, the date the policies were  
3 issued — not in 2008 or 2009, when MCIC ceased making payments and Plaintiffs  
4 became aware of the limits of their policies.

## 5 DISCUSSION<sup>4</sup>

6 While Connecticut is the forum state, both parties agree that Pennsylvania  
7 is the “contract state,” and thus Pennsylvania’s law applies to “matters of  
8 substance.” In ascertaining the substantive law of the forum, federal courts will  
9 look to the decisional law of the forum state, as well as to the state’s constitution  
10 and statutes. *Erie R. Co. v. Tompkins*, 304 U.S. 64 (1938).

11 Pennsylvania law is somewhat unique in that it employs the reasonable  
12 expectations of the insured in some situations to govern contract interpretation.

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<sup>4</sup>We review an award of summary judgment *de novo*, construing the evidence in the light most favorable to the nonmoving party and drawing all reasonable inferences in his favor. *McBride v. BIC Consumer Prods. Mfg. Co.*, 583 F.3d 92, 96 (2d Cir. 2009). Summary judgment is appropriate where the record reveals that there is “no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). A factual dispute is genuine “if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).

1    *Gilderman v. State Farm Ins. Co.*, 437 Pa. Super. 217, 224 (1994). As in other  
2    jurisdictions, the default rule in Pennsylvania is to allow “the language of an  
3    insurance policy [to] provide the best indication of the content of the parties’  
4    reasonable expectations.” *Bensalem Twp. v. Int’l Surplus Lines Ins. Co.*, 38 F.3d  
5    1303, 1309 (3d Cir. 1994). But unlike most jurisdictions, which will not look  
6    beyond the four corners of an unambiguous writing, Pennsylvania law instructs  
7    that we examine “the totality of the insurance transaction involved to ascertain  
8    the reasonable expectations of the consumer.” *Dibble v. Sec. of Am. Life Ins. Co.*,  
9    404 Pa. Super. 205, 210 (1991). Thus, even a clear and unambiguous writing will  
10   not bind the insured where the insurer or its agent gives the insured a reasonable  
11   expectation that coverage is different than that stated in the written policy. *See*  
12   *Tonkovic v. State Farm Mut. Auto. Ins. Co.*, 513 Pa. 445, 455-56 (1987). Under  
13   Pennsylvania law when an insurer’s agent makes a representation with regard to  
14   coverage which is inconsistent with the later delivered policy, that inconsistency  
15   creates an ambiguity in that regard notwithstanding the clarity of the policy’s  
16   provisions and may entitle the insured to rely on the agent’s representation. *See*  
17   *id.* at 455.

1           The Third Circuit surveyed the Pennsylvania Supreme Court’s decisions  
2   on the doctrine of reasonable expectations eight years ago in *Tran v. Metropolitan*  
3   *Life Insurance Co.*, 408 F.3d 130, 136 (3d Cir. 2005). *Tran* reviewed three cases that  
4   provide a roadmap of Pennsylvania’s reasonable expectations doctrine: *Rempel v.*  
5   *Nationwide Life Insurance Co.*, 471 Pa. 404 (1977); *Standard Venetian Blind Co. v.*  
6   *American Empire Insurance Co.*, 503 Pa. 300 (1983), and *Tonkovic v. State Farm*  
7   *Mutual Automobile Insurance Co.*, 513 Pa. 445 (1987). In *Rempel*, the insured  
8   received a verbal confirmation from an agent that the insurance company would  
9   match a competitor’s offer for life insurance, but signed a contract inconsistent  
10   with that commitment. Following the insured’s death, the beneficiary sought to  
11   collect on the policy as promised by the agent and not surprisingly, the company  
12   denied coverage. The Pennsylvania Supreme Court acknowledged that insureds  
13   make the purchase decision at the time they apply and “[b]y the time the written  
14   policy is received, it has lost its importance to the insured. . . . It is not  
15   unreasonable . . . for a purchaser of insurance to ‘pass’ when the time comes to  
16   read the policy.” *Rempel*, 471 Pa. at 410 (citation omitted).

17           In *Standard Venetian*, the insured purchased a general liability policy for his  
18   company, Venetian. The policy covered personal injury or property damage

1 caused by Venetian, but excluded coverage for property damage to Venetian's  
2 products caused by its employees or by the products themselves. *Standard*  
3 *Venetian*, 503 Pa. at 303. Four years after installation, one of Venetian's porticos  
4 collapsed following a snow storm, destroying the portico and some property of  
5 the portico's owner. When the owner sued Venetian, the company sought  
6 indemnification from its carrier for the cost of the owner's property damage and  
7 the cost of the portico. The carrier brought a declaratory judgment action asking  
8 the court to find that while it was liable for the cost of the damage to the owner's  
9 property stored under the portico, the plain terms of the policy excluded  
10 coverage for the cost of the portico. One of Venetian's principals testified in a  
11 deposition that he had asked the insurance agent to procure a policy the  
12 provided "full coverage on everything we have," *id.* at 304, but the poor fellow  
13 never read the policy when it was delivered to Venetian.

14 Venetian argued that because the exclusion had never been noted or  
15 explained to its principals the exclusion could not be enforced against it. *Id.* at  
16 305-06. The Pennsylvania high court was not impressed. The court found that  
17 the exclusion was clear and unambiguous and therefore had to be enforced as  
18 written. *Id.* at 307. Unlike the insured in *Rempel*, Venetian never asked for or

1 received a specific representation that the policy would cover damage to its  
2 products. Venetian's principals simply *assumed* that the *general* liability policy  
3 would cover that category of property damage. Lacking an affirmative  
4 misrepresentation, the Pennsylvania Supreme Court concluded that reformation  
5 was unjustified. *Compare Standard Venetian*, 503 Pa. at 306-07, *with Rempel*, 471 Pa.  
6 at 410-11. Some might have been tempted to view *Standard Venetian* as a signal  
7 that the state high court was stepping back from the reasonable expectations  
8 doctrine, but this was not to be the case.

9       Four years later in *Tonkovic*, the Pennsylvania Supreme Court put an end to  
10 that temptation. In *Tonkovic*, the insured had specifically requested a disability  
11 policy that would pay his home mortgage if he became disabled as a result of an  
12 accident for which he would also receive workers' compensation. His insurance  
13 agent — aware of this expectation — made no effort to disabuse the insured that  
14 his policy would not coincide with the coverage requested. *Tonkovic*, 513 Pa. at  
15 447-48. When the insured was injured at work and received worker's  
16 compensation benefits, the insurance company promptly rejected his claim. *Id.* at  
17 448. The court explained why *Rempel* and not *Standard Venetian* dictated the  
18 result. The court noted

1 a crucial distinction between cases where one applies for a  
2 specific type of coverage and the insurer unilaterally limits  
3 that coverage, resulting in a policy quite different from  
4 what the insured requested [as in *Rempel*], and cases where  
5 the insured received precisely the coverage that he  
6 requested but failed to read the policy to discover clauses  
7 that are the usual incident of the coverage applied for [as in  
8 *Standard Venetian*]. When the insurer elects to issue a policy  
9 differing from what the insured requested and paid for,  
10 there is clearly a duty to advise the insured of the changes  
11 so made. The burden is not on the insured to read the  
12 policy to discover such changes, or not read it at his peril.

13 *Id.* at 454. In reviewing these three cases, the Third Circuit found that

14 one theme emerges . . . courts are to be chary about allowing  
15 insurance companies to abuse their position vis-à-vis their  
16 customers. Thus we are confident that where the insurer or  
17 its agent creates in the insured a reasonable expectation of  
18 coverage that is not supported by the terms of the policy[,]  
19 that expectation will prevail over the language of the policy.  
20

21 *Tran*, 408 F.3d at 136 (citing *Bensalem*, 38 F.3d at 1311) (alteration in original).

22 These cases reveal that reasonable expectations cases fall into two camps.

23 In one, “where one applies for a specific type of coverage and the insurer  
24 unilaterally limits that coverage, resulting in a policy quite different from what  
25 the insured requested,” the insured’s expectations are reasonable and therefore  
26 govern the contract. *West v. Lincoln Ben. Life Co.*, 509 F.3d 160, 168 (3d Cir. 2007)  
27 (internal citations and quotation marks omitted). In the other, where “the

1 insured received precisely the coverage that he requested but failed to read the  
2 policy to discover clauses that are the usual incident of the coverage applied for,”  
3 any other expectations are simply unreasonable. *Id.* at 168 (internal citations and  
4 quotation marks omitted).

5 Plaintiffs’ claims fall within the first camp. Plaintiffs have put forth  
6 sufficient evidence to create a material issue of fact as to whether Nunn and  
7 Vaden reasonably expected that the policies would provide coverage through age  
8 65 as long as they were disabled from performing as referees, based on Lucas’  
9 representations. Vaden and Nunn contend they never read their policies, instead  
10 assuming that each reiterated the terms Lucas had previously described to them.  
11 When they were subsequently injured and unable to work as NBA referees, they  
12 argue that, as Lucas had allegedly promised, they should have received  
13 payments until age sixty-five.

14 An insured’s failure to read the policy does not defeat his reasonable  
15 expectations. As the Supreme Court of Pennsylvania explained in *Tonkovic*,  
16 “[w]hen the insurer elects to issue a policy differing from what the insured  
17 requested and paid for. . . . [t]he burden is *not* on the insured to read the policy to  
18 discover such changes, or not read it at his peril.” 513 Pa. at 454 (emphasis

1 added). Pennsylvania law recognizes that “[c]onsumers . . . view an insurance  
2 agent . . . as one possessing expertise in a complicated subject[, and i]t is therefore  
3 not unreasonable for consumers to rely on the representations of the expert rather  
4 than on the contents of the insurance policy itself.” *Rempel*, 471 Pa. at 409.

5 Indeed, “the insurance industry forces the insurance consumer to rely upon the  
6 oral representations of the insurance agent.” *Collister v. Nationwide Life Ins. Co.*,  
7 479 Pa. 579, 594 (1978). Defendant has not shown as a matter of law that, under  
8 the circumstances in this case, “it [was] unreasonable [for Plaintiffs] not to read  
9 [the policy].” *See Tonkovic*, 513 Pa. at 452 (quoting *Rempel*, 471 Pa. at 411). Under  
10 Pennsylvania law, Vaden and Nunn may be entitled to reformation of their  
11 policies if their asserted expectations were reasonable.

12 Contrary to the holding of the district court, nothing in Pennsylvania  
13 precedent suggests that Plaintiffs must assert claims of fraud or  
14 misrepresentation before the reasonable expectations of the insured can be  
15 considered — in fact, it suggests the opposite. In *Tonkovic*, the Supreme Court of  
16 Pennsylvania applied the reasonable expectations doctrine and found for the  
17 insured even though the insured “did not set forth a separate cause of action . . .  
18 for negligent misrepresentation.” 513 Pa. at 460 (Zappala, J., dissenting)



1 (emphasis added). Similarly, in *Rempel*, although the insured’s claim was  
2 formally a claim of negligent misrepresentation, the Court noted that the insured  
3 more simply “sought recovery on the basis of the policy as it should have been  
4 written,” and permitted recovery based on the insured’s reasonable expectations.  
5 471 Pa. at 413. In short, Plaintiffs’ failure to plead negligent misrepresentation or  
6 fraud does not prohibit the court from looking past the plain language of their  
7 written policies.

8 Therefore, the district court erred in granting summary judgment to MCIC  
9 on Plaintiffs’ reformation claims. Pennsylvania’s “reasonable expectations”  
10 doctrine as set out above governs Plaintiffs’ claims for the reformation of the  
11 contracts, which the district court held are not barred by laches.<sup>5</sup>

12 Nonetheless, MCIC presses that Plaintiffs’ attempt to enforce the contract  
13 is untimely. Its argument is premised on a strained understanding of the  
14 relationship between a procedural matter — the applicable state statute of  
15 limitations — and the substantive policies inherent in Pennsylvania contract law.

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<sup>5</sup> The district court correctly decided that MCIC had failed on the current record to show any prejudice from any delay in Plaintiffs’ bringing their claims for reformation. However, the court later concluded that Plaintiffs’ reformation claims failed because “there ha[d] been extreme delay in filing suit . . .” *Nunn*, 2012 WL 3985162, at \*9. A claim may not be dismissed for delay unless it was filed after the expiration of the limitation period or it was filed under circumstances constituting laches. Delay alone does not entitle MCIC to dismissal.

1           Plaintiffs concede in their brief that Connecticut law controls the statute of  
2 limitations — six years — on their breach of contract claims. *See* Connecticut  
3 General Statutes § 52-576(a). Connecticut, however, does not follow  
4 Pennsylvania’s version of the reasonable expectations doctrine. MCIC argues  
5 that under Connecticut law, Plaintiffs’ breach of contract claims accrued when  
6 Plaintiffs received insurance policies that did not conform with Lucas’ alleged  
7 promises. *See Tolbert v. Conn. Gen. Life Ins. Co.*, 257 Conn. 118, 125-26 (2001).

8           But the parties and the district court agree that Pennsylvania substantive  
9 law defined the contract’s interpretation and the parties’ obligations thereunder;  
10 Pennsylvania is the contract state. Pennsylvania law determines whether  
11 Plaintiffs are entitled to reformation; whether they were absolved under the  
12 circumstances from reading the policy at delivery; and whether the contract is to  
13 be interpreted (or recast) in a manner consistent with Plaintiffs’ expectations of  
14 coverage.

15           The substantive law of Pennsylvania controls how to interpret the contract  
16 — and reform it when necessary — and how to determine the nature and scope  
17 of the contractual rights and obligations in play; it is the last word in this case.  
18 Though Connecticut law decides the length of the limitations period, if Plaintiffs

1 prevail in showing entitlement to reformation, it would eviscerate the very heart  
2 of Pennsylvania's reasonable expectations doctrine to give force to Connecticut  
3 law as to when the claim accrued. It would be a hollow victory indeed for  
4 Plaintiffs to succeed on their claim that the contract as written is not the contract  
5 to which they are entitled only to be told that the delivery of the contract as  
6 written should have triggered their breach of contract claims notwithstanding  
7 that Pennsylvania law absolved them from reading the versions delivered. If  
8 Plaintiffs demonstrate entitlement to reformation of their contracts under  
9 Pennsylvania law, the terms of the reformed contracts will determine when any  
10 breach of contract occurred. Thus, if under Pennsylvania law Plaintiffs are  
11 entitled to reformation of the contract so as to give Plaintiffs benefits through age  
12 65, then MCIC's breach would not have occurred until MCIC ceased paying  
13 benefits after passage of 60 months. The district court's decision dismissing  
14 Plaintiffs' breach of contract claims is therefore vacated.<sup>6</sup>

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<sup>6</sup>MCIC also asserted in its motion for summary judgment at the district court that it is not accountable as a matter of Pennsylvania law for Lucas' representations, which are the subject of this lawsuit. The issue remains open on remand.

1           The district court's order and judgment dismissing Plaintiffs' complaints is  
2   VACATED with costs, and the matter is REMANDED to the district court for  
3   further proceedings in accord with this decision.