NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT O.P. 65.37

COMMUNITY ASSOCIATION UNDERWRITERS OF AMERICA, INC. Appellant v. TRADITIONS OF AMERICA, LP, SK INSULATION, LLC, METROPOLITAN FIRE PROTECTION, INC., AND GUARDIAN PROTECTION SERVICES, INC.	:	IN THE SUPERIOR COURT OF PENNSYLVANIA No. 3161 EDA 2025

Appeal from the Order Entered November 18, 2025
In the Court of Common Pleas of Chester County Civil Division at No(s): 2023-07625-TT

BEFORE: LAZARUS, P.J., BECK, J., and NEUMAN, J.

MEMORANDUM BY LAZARUS, P.J.: **FILED NOVEMBER 4, 2026**

Community Association Underwriters of America, Inc. (CAUA), appeals from the order, entered in the Court of Common Pleas of Chester County, granting summary judgment in favor of Appellee Traditions of America, LP (Traditions LP/Original Defendant), and SK Insulation, LLC (SK), Metropolitan Fire Protection, Inc. (Metropolitan), and Guardian Protections Services, Inc. (Guardian) (collectively, Additional Defendants). On appeal, CAUA also challenges the trial court's April 2, 2025 order denying its motion for leave to amend the caption of its complaint. After careful review, we affirm in part, reverse in part, and remand with instructions.

CAUA insures Traditions of America at Southpointe, a 55-and-over residential community (Property) located in Canonsburg, Washington County.

On December 26, 2022, the Property's clubhouse (Clubhouse) suffered severe water damage when the sprinkler pipes of a fire-suppression system (System) froze and ruptured. On October 2, 2023, CAUA filed a subrogation action against Traditions LP for negligence, breach of contract, and breach of implied warranties, claiming that Traditions LP "was charged with coordinating and overseeing," among other things, the construction of the Clubhouse. Complaint, 10/2/23, at ¶ 8.[1] The complaint also alleged that "[a]t all relevant times, [Traditions LP] was engaged in the business of [] providing sales and services pertaining to new [] home [] construction, new [] facility construction, and other general contracting undertakings." ***Id.*** at ¶ 6.

Traditions LP filed an answer with new matter claiming, in part, that it did not provide sales and services related to constructing new homes, facilities, or other "general contracting undertakings" for the Property and was not the developer/general contractor of the Property and, by extension, the Clubhouse. ***See*** Answer, 12/1/23, at ¶¶ 6-10. Traditions LP also denied that it designed, installed, maintained, serviced, or insulated the System at the Property or the Clubhouse, ***id.*** at ¶ 31, or that any contracts existed between Traditions LP and the Property's owners. ***Id.*** at ¶ 32.

On December 11, 2023, Traditions LP filed a joinder complaint against SK and Metropolitan raising claims of negligence, breach of contract, breach of warranty, and breach of the implied warranties of habitability and

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[1] CAUA further averred that "[u]pon information and belief, [Traditions LP] is a Pennsylvania corporation with its principal place of business at [1235 Westlakes Drive, Suite 200, Berwyn, PA 19312]." ***Id.*** at ¶ 5.

workmanlike performance. The joinder complaint alleged that SK had entered into a contract with TOA Construction Corporation (TOA) to provide the insulation for the System and that Traditions LP had entered into a contract with Metropolitan to design and install the System. Traditions LP alleged that "[a]t all times relevant, [Additional Defendants] were the contractors responsible for the design, installation[,] and insulation of the [S]ystem at the [P]roperty[.]" Joinder Complaint, 12/11/23, at ¶ 6.[2]

In May 2024, Metropolitan filed a third-party joinder complaint against Guardian, followed by an amended third-party joinder complaint on July 31, 2024, seeking indemnification and contribution. The amended joinder complaint alleged that Guardian was solely liable to CAUA for its failure to properly install an alarm system for the System and that Guardian had a contract with "Traditions of America" to which Metropolitan was a third-party beneficiary. ***See*** Amended Third-Party Joinder Complaint, 7/31/24, at 2 (unpaginated). Guardian filed an answer with new matter to the amended third-party joinder complaint. Subsequently, Guardian filed preliminary objections to Metropolitan's amended joinder complaint claiming that it had no duty of care to Metropolitan and that Metropolitan's amended complaint is

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[2] Attached to the joinder complaint is a signed agreement between Metropolitan and "Traditions of America." The address of Traditions of America is listed as 201 King of Prussia Road, Suite 370, Radnor, PA 19089. A Department of State website lists the same Radnor address as Tradition LP's registered corporate address. The Department of State website, however, lists TOA's registered address as One Saucon View, Bethlehem, PA 18015. ***See*** Exhibits D-F.

legally insufficient and fails to state a legally viable claim upon which relief can be granted. Metropolitan filed a response to Guardian's preliminary objections.[3] On September 9, 2024, Traditions LP filed a crossclaim against Guardian, ***see*** Pa.R.C.P. 1031.1, claiming Guardian was either solely liable for CAUA's damages or was liable to Traditions LP for indemnity and/or contribution. The two-year statute of limitations on CAUA's action expired on December 26, 2024. ***See*** 42 Pa.C.S.A. § 5524.

On January 9, 2025, Peter Yesner, Senior Vice-President of Finance Planning and Analysis for Traditions LP, was deposed. During his deposition, Yesner admitted that Traditions LP and TOA have a commonality of ownership and that he "believed" they are insured under the same policy. ***See*** Deposition of Peter Yesner, 1/9/25, at 38-40 (acknowledging Timothy McCarthy and David Biddison have ownership interest in TOA and that they are also members of Traditions of America Advisors, LLC, one of Traditions LP's two partner companies).[4] Moreover, Yesner acknowledged that TOA employees' email addresses have the same domain as that of Traditions LC's employees' email addresses. ***Id.***

On January 23, 2025, CAUA filed a motion for leave to amend the caption of its complaint in order "to reflect the proper corporate name of the

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[3] Guardian's preliminary objections were never ruled upon by the trial court.

[4] Traditions LP is comprised of two companies: Traditions of America Investors, LLC, and Traditions of America Advisors, LLC. ***See*** Exhibit H attached to Plaintiff's Motion for Leave to Amend Caption, 1/23/25, at ¶ 54.

[d]efendant from Traditions of America, L.P.[,] to TOA Construction Corporation." Motion to Amend, 1/23/25, at ¶ 30. The motion also "request[ed] permission to amend the caption to change the name of the defendant because Traditions of America, L.P. misled [CAUA] on the correct corporate entity responsible for serving as the general contractor and/or primary contact for subcontractors for the job." ***Id.*** at 1. Traditions LP and Additional Defendants filed responses to the motion.[5]

On April 2, 2025, the court denied CAUA's motion to amend the complaint, concluding that Traditions LP did not mislead CAUA as to the identity of the proper, original defendant, that CAUA was on notice and failed to investigate that TOA might be involved, and that TOA was a distinct corporate entity from Traditions LP. ***See*** Order, 4/2/25, at 2-3; Trial Court Memorandum, 4/2/25, at 3. ***See also*** Trial Court Memorandum, 11/19/25, at 1.

On September 11, 2025, Traditions LP and Additional Defendants jointly moved for summary judgment, claiming that "all direct and derivative claims are moot and the case must be dismissed, with prejudice, as a matter of law." Defendants' Joint Motion for Summary Judgment, 9/11/25, at 2. CAUA filed a reply to the motion. Traditions LP and Additional Defendants filed a reply to

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[5] On January 30, 2025, Guardian filed a motion for judgment on the pleadings, claiming that it had no common law duty with regard to Metropolitan and TOA's tort claims for indemnification and contribution and that any such claims are precluded by the gist of the action doctrine and contract and tort law. ***See*** Guardian Motion for Judgment on Pleadings, 1/30/25, at 2 (unpaginated). Like its preliminary objections, Guardian's motion for judgment on the pleadings was not ruled upon by the trial court.

CAUA's response, asserting that because CAUA failed to present any evidence to support direct claims of Additional Defendants' sole and direct liability to CAUA, summary judgment was proper. ***See*** Original Defendant and Additional Defendants' Reply to Plaintiff's Response to Summary Judgment Motion, 10/30/25, at 3-5. The court granted the joint motion and dismissed CAUA's action, concluding that because "Plaintiff originally brought suit against an improper party[, it] cannot pursue actions against additional defendants that are only in this case because they were joined by a party that Plaintiff admits never should have been sued in the first place." Trial Court Memorandum, 11/19/25, at 1-2 (unpaginated).

CAUA filed a timely notice of appeal[6] and court-ordered Pa.R.A.P. 1925(b) concise statement of errors complained of on appeal. CAUA raises the following issues for our consideration:

> (1) Did the trial court commit an error of law when it denied [CAUA's] motion for leave to amend the complaint when the evidence of record showed that the original defendant deliberately created confusion in the record as to its correct legal name, and that permitting the amendment after the statute of limitations expired when both parties share common ownership and insurance would not present any prejudice?
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> (2) Did the trial court commit an error of law when it granted summary judgment to all defendants based upon an unsupported claim that an original defendant was sued

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[6] CAUA challenges the court's April 2, 2025 order denying its motion to amend. That order did not become final until the order granting summary judgment and dismissing the case was entered. ***See Borough of Mifflinburg v. Heim***, 705 A.2d 456, 462 (Pa. Super. 1997) (in general, orders denying or granting party's request to amend pleadings are interlocutory and not immediately appealable).

> erroneously, and therefore, despite the clear and unequivocal language of [Pennsylvania Rule of Civil Procedure] 2255(d), the [A]dditional [D]efendants joined within the statute of limitations should also be dismissed from the lawsuit, despite long-standing case law holding the opposite?

Appellant's Brief, at 4 (renumbered for ease of disposition).

We review the denial of a motion to amend the caption[7] for an abuse of discretion. ***Phillips v. Lock***, 86 A.3d 906, 915 (Pa. Super. 2014). When a party attempts to amend a pleading after the statute of limitations has expired, courts apply the following rule:

> [A]mendments will not be allowed which introduce a new cause of action or bring in a new party or change the capacity in which he is sued. If the effect of the amendment is to correct the name under which the right party is sued, it will be allowed; if it is to bring in a new party, it will be refused.

Blaine v. York Fin. Corp., 847 A.2d 727, 729 (Pa. Super. 2004) (citation omitted). The policy against permitting amendment after the statute of limitations on an action has expired "is to insure that assets originally not subject to liability will not become subject to liability through court action[.]"

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[7] Pennsylvania Rule of Civil Procedure 1033 provides:

> (b) An amendment correcting the name of a party against whom a claim has been asserted in the original pleading relates back to the date of the commencement of the action if, within 90 days after the period provided by law for commencing the action, the party received notice of the institution of the action such that it will not be prejudiced in maintaining a defense on the merits and the party knew or should have known that the action would have been brought against the party but for a mistake concerning the identity of the proper party.

Pa.R.Civ.P. 1033(b).

Lafferty v . Alan Wexler Agency, Inc., 574 A.2d 671, 673-74 (Pa. Super. 1990).

The question as to whether a court should allow a plaintiff to amend a caption is "whether the right party was sued[,] but under a wrong designation, or whether a wrong person was sued and the amendment was designed to substitute another and distinct party." ***Gozdonovic v. Pleasant Hills Realty Co.***, 53 A.2d 73, 76 (Pa. 1947); ***see also Ferraro v. McCarthy-Pascuzzo***, 777 A.3d 1128, 1132-33 (Pa. Super. 2001) (issue is whether "proposed amendment adds a new party to the litigation or merely corrects a party name"). The 2017 explanatory comment to Rule 1033 provides an exception to the general rule against post-statute-of-limitations amendments when a defendant has misled a plaintiff as to the proper defendants in an action. In such cases, if the statute of limitations has expired, the proper remedy is to toll the statute of limitations as to the defendant who perpetrated the concealment. ***See Diaz v. Schultz***, 841 A.2d 546, 549 (Pa. Super. 2004).

CAUA claims on appeal[8] that Traditions LP did not act in good faith when it withheld information, presented conflicting information, and affirmatively stated in the record that it was the proper party to be sued. CAUA asserts

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[8] In its motion to amend, CAUA claimed, in addition to concealment on the part of Traditions LP, that Traditions LP and TOA had a "commonality of ownership." ***See*** Motion to Amend, 1/23/25, at ¶ 58. However, on appeal, CUAU has only raised the issue of Traditions LP concealing and misleading CAUA as to the identity of the proper defendant. ***See*** Appellant's Brief, at 24 ("This is the exception that applies to this case, which the trial court abused its discretion by refusing to permit the amendment."). Thus, we confine our review to that issue.

that "[Tradition's LP's] bare denial is not a factual refutation." Appellant's Brief, at 29. Thus, CAUA claims it was entitled to amend its complaint after the expiration of the statute of limitations.

It is well-established that:

> Where a defendant or his agents actively mislead a plaintiff as to who are the proper defendants until after the statute of limitations has expired, the proper remedy is to toll the statute of limitations as to the defendant regarding whom the concealment was directed. Intentional concealment of the identity of the proper defendant is not necessary. All that is required is that the evidence establish that one party actively misled another party.

Diaz, 841 A.2d at 549 (citations, quotations, and ellipsis omitted). It is the plaintiff's burden to prove such fraud or concealment by "clear, precise[,] and convincing" evidence. ***Reibenstein v. Barax***, 286 A.3d 222, 229 n.25 (Pa. 2022), citing ***Fine v. Checcio***, 870 A.2d 850, 860 (Pa. 2005).

Moreover, "it is the duty of the party asserting a cause of action to use all reasonable diligence to properly inform himself of the facts and circumstances upon which the right of recovery is based and to institute suit within the prescribed statutory period." ***Schaffer v. Larzelere***, 189 A.2d 267, 269 (Pa. 1963). "[L]ack of knowledge, mistake, or misunderstanding [will] not toll the running of the statute of limitations." ***Hamilton v. Bechtel***, 657 A.2d 980, 983 (Pa. Super. 1995) (citations and quotations omitted).

Instantly, the trial court found that Traditions LP repeatedly denied that: it provided sales and services in connection with the Property; it coordinated and/or oversaw construction of the Property; it was the Property's developer or general contractor; and it designed, installed, and/or insulated the System.

See Trial Court Memorandum, 4/2/25, at 2. Moreover, the court pointed out that Traditions LP specifically averred in its joinder complaint that SK had entered into a contract with "TOA Construction Corporation" and that Metropolitan had entered into a contract with "Traditions." ***Id.*** at 2-3. Finally, Traditions LP averred that pursuant to the contracts between TOA, SK, and Metropolitan, the Additional Defendants agreed to indemnify Traditions LP from any "damages, claims, losses, and expenses sustained in connection with property damage from any act, omission and/or performance" of any subcontractor's work. Joinder Complaint, 12/11/23, at ¶ 13. Thus, the court concluded that CAUA "was on notice that TOA Construction Corp. might be involved and failed to investigate." ***Id.*** at 3.

After a review of the record, we conclude that the trial court's decision to deny CAUA's motion to amend after the statute of limitations had run was not an abuse of discretion. ***See Phillips***, ***supra***. Not only was CAUA on notice that TOA had entered into a contract with SK with regard to insulating the System, but it also knew that the contracts and/or agreements entered into between TOA and the Additional Defendants set forth indemnification and insurance requirements protecting Traditions LP and warranting that the Property's System was "designed, installed, constructed, built and/or insulated at the subject property would be in a good and workman-like manner." N.T. Joinder Complaint, 12/11/23, at ¶¶ 18, 23. Moreover, given the fact that the joinder complaint refers to "Traditions" and "TOA" as distinct entities, CAUA should not have been misled to believe that the names were

used interchangeably or that they were the same entity. Under such circumstances, not only did CAUA fail to use reasonable diligence to institute suit against TOA within the prescribed statutory period, ***see Schaffer***, ***supra***, but it also did not produce "clear, precise[,] and convincing" evidence that Traditions LP actively misled CAUA with regard to who was the proper defendant to sue until after the statute of limitations expired. ***See Reibenstein***, ***supra***; ***Diaz***, ***supra***.[9]

Next, CAUA argues that, in granting summary judgment, the trial court misapplied Pa.R.C.P. 2255(d) regarding joinder of defendants. Specifically, CAUA claims that the trial court, "based on no authority whatsoever, held that [CAUA's] prior [m]otion to [a]mend contained judicial admissions that Traditions [LP] was not a proper party, and, therefore, any party joined by Traditions [LP] should never have been in the case in the first place." Appellant's Brief, at 18-19. Instead, CAUA avers that "[d]ecades of case law applying [Rule 2255(d)] ha[s] uniformly held that an additional defendant automatically becomes liable over to a plaintiff upon being join[ed], so long as the joinder claims are related to the underlying claims of the original [c]omplaint." ***Id.*** at 18.

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[9] CAUA also claims that because Traditions LP alleged it had no exposure for liability in the matter, the third-party lawsuit it filed sought "damages it could not recover." Appellant's Brief, at 29. However, a third-party lawsuit can be filed against defendants who are alleged solely to be liable for the plaintiff's underlying cause of action. ***See*** Pa.R.A.P. 2252(a)(1) ("any party may join as an additional defendant any person not a party to the action who may be solely liable on the underlying cause of action against the joining party," i.e., solely liable to plaintiff).

"[S]ummary judgment is appropriate only in those cases where the record clearly demonstrates that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law." ***Summers v. Certainteed Corp***, 997 A.2d 1152, 1159 (Pa. 2010) (citation omitted); Pa.R.C.P. 1035.2(1). "When considering a motion for summary judgment, the trial court must take all facts of record and reasonable inferences therefrom in a light most favorable to the non-moving party." ***Summers***, 997 A.2d at 1159. Moreover, "the trial court must resolve all doubts as to the existence of a genuine issue of material fact against the moving party, and, thus, may only grant summary judgment 'where the right to such judgment is clear and free from all doubt.'" ***Id.*** For purposes of appellate review:

> an appellate court may reverse a grant of summary judgment if there has been an error of law or an abuse of discretion. But the issue as to whether there are no genuine issues as to any material fact presents a question of law, and therefore, on that question[,] our standard of review is de novo. This means we need not defer to the determinations made by the lower tribunals.

Weaver v. Lancaster Newspapers, Inc., 926 A.2d 899, 902-03 (Pa. 2007) (internal citations omitted).

Pennsylvania Rule of Civil Procedure 2255(d) states "[t]he plaintiff shall recover from an additional defendant found liable to the plaintiff alone or jointly with the defendant as though such additional defendant had been joined as a defendant and duly served and the initial pleading of the plaintiff had averred such liability." Pa.R.C.P. 2255(d). In ***Richards v. Alston***, 553 A.2d 488 (Pa. Cmwlth. 1989), the Commonwealth Court noted that "[u]nder [Rule] 2255(d), a plaintiff, even though he or she may have asserted no claim

against an additional defendant in a pleading against it, may recover directly from an additional defendant as from an original defendant when the facts established at trial show **that the additional defendant is liable to him or her** either **solely** or jointly or severally with the original defendant." ***Id.*** at 490-91 (emphasis added), citing ***Sheriff v. Eisele***, 112 A.2d 165 (Pa. 1955).

In ***Brickman Group, Ltd. V. CGU Ins. Co.***, 829 A.2d 1160 (Pa. Super. 2003), Brickman, a corporation providing professional landscaping services, sued CGU, a licensed Pennsylvania insurance company. CGU filed preliminary objections to the complaint; Brickman then filed an amended complaint raising additional claims. CGU filed preliminary objections to the amended complaint which the trial court sustained in part, dismissing Brickman's claims for breach of fiduciary duty and bad faith insurance practices. Brickman then filed a motion to amend its first amended complaint, seeking to update and expand the factual allegations it alleged, reassert a bad faith claim, and add a fraud count. The court granted the motion to add the factual allegations but denied the remaining claims.

Brickman and CGU filed cross-motions for summary judgment that were denied. Ultimately, CGU filed a joinder complaint against the additional defendants. In CGU's amended joinder complaint, it alleged that the additional defendants had breached their duty to Brickman and to CGU and that they were solely liable to Brickman or liable over to CGU for any damages awarded to Brickman. Additional defendants filed preliminary objections to CGU's amended complaint, which the court "dismissed . . . without prejudice

'because this case is deferred due to the filing of an appeal.'" ***Id.*** at 1162. Brickman did not plead any allegations against the additional defendants. ***Id.***

CGU filed a motion for reconsideration of the partial denial of its summary judgment motion, asserting the contract upon which Brickman based its complaint was illegal and could not be enforced. The trial court ultimately agreed that the contract "was an inducement, that it was a violation of [statutes], and[, thus], that it was unenforceable. [Therefore,] Brickman was out of court." ***Id.*** Brickman appealed the court's order.

Prior to reaching the merits of Brickman's appeal, our Court determined that the order appealed "dismissed Brickman's remaining claims against CGU. [However,] CGU's claims against the additional defendants [] remained pending[,]" with the additional defendants' preliminary objections still outstanding. ***Id.*** at 1163. Thus, because the order appealed from did not dispose of all claims and all parties, our Court quashed the appeal. ***See id.*** at 1165. ***See also id.*** ("A review of the record does seem to indicate that the additional defendants are still in the case and that the plaintiff can maintain an action against them. ***See*** Pa.R.C.P. 2252 2255(d).") (concurring opinion by Klein, J.).[10] However, relatedly, the Court stated in a footnote that:

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[10] Similarly, in ***Gongloff Contr., L.L.C. v. L. Robert Kimball & Assocs., Architects & Eng'rs, Inc.***, 119 A.3d 1070 (Pa. Super. 2015), our Court cited a prior panel decision where our Court "had quashed [an] appeal, holding that the trial court's order [] was not a final appealable order because the preliminary objections of the additional defendants remained unresolved," even where the original defendant had been dismissed, with prejudice, after
(Footnote Continued Next Page)

> [Original defendant,] CGU[,] indicated in its memorandum of law in opposition to additional defendants' motion to determine preliminary objections that it sought consent from [plaintiff] and additional defendants to discontinue its third-party complaint. Additional defendants responded by stating that they considered the third-party complaint to be moot following the trial court's March 27, 2002[] order granting summary judgment in favor of CGU. Brickman did not respond. CGU further stated that it was willing to voluntarily discontinue its third-party complaint without prejudice. The only details relevant to our inquiry, however, are that the complaint remained pending at the time of the April 25, 2002, notice of appeal, that the application for determination of finality was untimely, and that no final, appealable order exists over which we may establish jurisdiction.

Id. at 1163 n.2.

Here, the trial court found that because the court denied CAUA's motion to amend the caption to add the correct defendant, TOA, any direct or derivative claims with regard to the remaining additional defendants were moot. However, ***Brickman*** and ***Gongloff*** demonstrate that claims emanating from a joinder complaint against additional defendants—where the complaint alleges Additional Defendants to be solely liable to a plaintiff or jointly and severally liable over to the original defendant—can survive when the original defendant is dismissed from the case.

Instantly, Traditions LP and Additional Defendants' joint summary judgment motion avers that CAUA was "not capable of establishing any breach of duty or contract by Traditions [LP] after [CAUA] admitted that Traditions [LP] is the incorrect party and all subsequent claims are derived from

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the court granted its motion for judgment on the pleadings based on the economic loss doctrine. ***Id.*** at 1075, citing ***id.***, 100 A.3d 297 (Pa. Super. 2014) (unpublished memorandum decision at 8).

Traditions [LP]." Joint Summary Judgment Motion,9/11/25, at 5. The motion also alleges that "[w]here the claims against the original defendant fail, the derivative claims must be dismissed as there is no contribution nor indemnification owed by the third-party defendants to the original defendant for a debt that does not, and cannot, exist." ***Id.*** at 6. Finally, the motion avers that there are no direct claims from [CAUA] against the third-party Defendants (nor could there be based on the facts)." ***Id.*** at 7.

Despite these averments, Rule 2255(d) is clear that "an additional defendant . . . becomes immediately subject to plaintiff's claims in every respect and with the same force and effect as if he had been originally named as a defendant, and even without the necessity of any pleading being filed by the plaintiff against him[.]" ***Sheriff***, 112 A.2d at 166. Moreover, in ***Incollingo v. Ewing et al.***, 282 A.2d 206 (Pa. 1971), our Supreme Court interpreted the plaintiff's claim broadly to include not only the cause of action asserted by the plaintiff—but other "related" causes of action asserted against the additional defendant by the original defendant—where that claim was related to the cause of action which the plaintiff asserted against the original defendant. ***Id.*** at 221. ***See id.*** ("[R]ule 2255(d) in effect incorporates by reference in the original complaint the properly pleaded averments of third[-]party liability contained in the third[-]party complaint.").

Nothing in the language of the rule or in case law interpreting Rule 2255(d) preconditions a plaintiff's right to recover solely and directly from additional defendants on whether the plaintiff has sued the correct original

defendant. The trial court has cited to no applicable case law, and we have found none to support that legal proposition. Moreover, we recognize that our courts "broadly construe [Rule 2252] to effectuate its purpose of avoiding multiple lawsuits by settling in one action all claims arising out of the transaction or occurrence which gave rise to the plaintiff's complaint." ***202 Island Car Wash, L.P. v. Monridge Constr. Inc.***, 913 A.2d 922, 926 (Pa. Super. 2006) (citations omitted).

Accordingly, we conclude that a plaintiff may still recover at trial against additional defendants even though an original defendant is no longer a party to the matter, whether or not the original defendant was the correct party sued. Thus, the trial court erred when it prematurely granted summary judgment in favor of Additional Defendants SK, Metropolitan, and Guardian, on the basis that any direct or derivative claims with regard to the Additional Defendants were moot because Traditions LP was not the correct party to be sued. ***Weaver***, ***supra***.

Thus, we affirm in part, reverse in part, and remand. Upon remand, the trial court must determine whether Traditions LP's claims and additional defendant Metropolitan's claims against Guardian (second additional defendant) are sufficiently related to CAUA's original claims against Traditions LP such that they create genuine issues of material fact to permit them to proceed to trial. ***Summers***, ***supra***.

Order affirmed in part and reversed in part. Case remanded for proceedings consistent with this decision. Jurisdiction relinquished.

Judgment Entered.

Benjamin D. Kohler

Benjamin D. Kohler, Esq.
Prothonotary

Date: 11/4/2026