

**IN THE SUPREME COURT OF PENNSYLVANIA
MIDDLE DISTRICT**

ANTOINE POTEAT	:	No. 23 MAL 2026
	:	
	:	
v.	:	Petition for Allowance of Appeal
	:	from the Order of the Superior
GARY ASTEAK AND NINO V. TINARI	:	Court
	:	
	:	
PETITION OF: GARY ASTEAK	:	

ANTOINE POTEAT	:	No. 24 MAL 2026
	:	
	:	
v.	:	Petition for Allowance of Appeal
	:	from the Order of the Superior
GARY ASTEAK AND NINO V. TINARI	:	Court
	:	
	:	
PETITION OF: NINO V. TINARI	:	

ORDER

PER CURIAM

AND NOW, this 13th day of July, 2026, the Petition for Allowance of Appeal docketed at 23 MAL 2026 is **GRANTED**. The issue, rephrased and condensed for clarity, is:

Whether the Superior Court majority's holding conflicts with this Court's holding in *Bruno v. Erie Insurance Co.*, 160 A.3d 48 (Pa. 2014), as well as Superior Court opinions that applied *Bruno*, and departs from almost 200 years of controlling precedent that distinguishes between causes of action in contract and tort based upon the nature of the duty that was allegedly breached?

The Petition for Allowance of Appeal docketed at 24 MAL 2026 is **GRANTED**. The issues, as phrased by the petitioner, are:

- (1) Does the Gist[-]of[-]the[-]Action Doctrine apply to contract claims and prohibit a plaintiff from recasting a claim of negligence as a breach of contract, when a plaintiff does not allege a breach of a specific term of the contract?
- (2) Whether an implied duty to represent a client in a manner that comports with professional standards exists in all written agreements to perform legal services for a client, and whether that duty alone, may satisfy the duty element of a claim for breach of a contract for legal services without a breach of a specific executory promise in the agreement?

The Application for Leave to File Supplement to Petition for Allowance of Appeal docketed at 24 MAL 2026 is **DENIED**.

The Prothonotary is directed to consolidate these cases and to schedule them to be argued together.