

Pennsylvania Superior Court Blesses Venue Selection Clauses in Medical Malpractice Cases

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In 2023, the Supreme Court of Pennsylvania enacted a significant change to the Rules of Civil Procedure enabling plaintiffs in medical malpractice cases to bring suit in any venue where a corporate healthcare defendant “regularly conducts business.” As a practical matter, this has led to a flood of medical malpractice litigation in venues like Philadelphia which are perceived to be plaintiff-friendly.

Some medical practices, like the pain management clinic in *Somerlot v. Jung, M.D.*, sought to limit exposure to suit in Philadelphia related to care rendered in other counties by including a venue selection provision as part of its standard admission and/or consent paperwork. On July 30, 2025, a three-judge Superior Court panel issued a precedential opinion holding that venue selection clauses in a medical consent form are enforceable, even in high-stakes medical malpractice litigation.

The *Somerlot* court applied traditional contract principles to determine that the plaintiff had freely and voluntarily agreed to a clause requiring that any legal claims be brought in Bucks County. The panel held that this contract was enforceable notwithstanding the fact that a co-defendant in the case had already answered the complaint and admitted it regularly conducted business in Philadelphia. Typically, so long as venue is proper as to one co-defendant, it will be deemed proper as to all. However, the panel held that, under these circumstances, if the plaintiff wanted to sue the pain management clinic, he could only do so in Bucks County because of the contract.

Finally, the appellate panel examined the venue selection clause itself to assess the plaintiff’s arguments of unconscionability. Significantly, in this regard, the court found nothing unconscionable about the venue selection clause and further held that the “opt-out” provision contained therein was not even necessary; therefore, the fact that the “opt-out” provision contained a typo was not relevant to the court’s analysis in finding that the plaintiff had freely and knowingly consented to venue exclusively in Bucks County.

This decision marks a notable victory for health care providers who, since 2023, have found themselves defending cases hundreds of miles away from their homes and medical practices due to affiliations with larger entities who do business in Philadelphia. The *Somerlot* decision appears to pave the way for more healthcare providers to utilize such venue selection clauses—in the appropriate, non-emergent, context—to bring a return to the pre-2023 landscape where medical malpractice cases are litigated in the county where the care was rendered.

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