IN THE COURT OF COMMON PLEAS OF CARBON COUNTY, PENNSYLVANIA
CIVIL DIVISION

KELLY NAVATIER,	:	
Plaintiff	:	
	:	
vs.	:	**No. 25-CV-1381**
	:	
NICOLE NAVATIER-LOMBARDI,	:	
NAOMI MORGAN,	:	
Defendants	:	
	:	

Matthew Mottola, Esquire Counsel for Plaintiff

Neil Ettinger, Esquire Counsel for Defendants

MEMORANDUM OPINION

Matika, J. – May 18, 2026

Before the Court are Preliminary Objections filed by the Defendants, Nicole Navatier-Lombardi and Naomi Morgan (hereinafter "Defendants") to two counts contained within the complaint filed by the Plaintiff, Kelly Navatier (hereinafter "Plaintiff"), namely Count One – Tortious Interference with Contract and Count Two – Conversion. For the reasons stated herein this Court, the Preliminary Objections are overruled.

FACTUAL AND PROCEDURAL BACKGROUND

The Plaintiff in this case is the widow of the decedent, Thomas Navatier (hereinafter "Navatier"). The Defendants are the daughters of that same decedent. During his lifetime, Navatier purchased two life insurance policies, one with Sagicor Life

Insurance Company (hereinafter "Sagicor") and one with Guaranty Income Life Insurance Company (hereinafter "Guaranty") in the amount of $40,000.00 each. Plaintiff alleges in her complaint that when these policies were purchased in 2023, she was the named beneficiary of each.

In June, 2024, as also alleged in the complaint, Navatier began having health problems, having been diagnosed with brain cancer. After surgery, radiation and chemotherapy treatments, Navatier was hospitalized on July 11, 2024. Plaintiff alleges that thirteen (13) days later, a beneficiary change form was submitted to Sagicor, which changed the names of the beneficiaries of that policy to that of the Defendants. Two days later, a similar form was submitted to Guaranty, also changing the name of the beneficiaries to that of the Defendants.

Sadly, on September 30, 2024, Navatier succumbed to this disease.

Thereafter, Plaintiff contacted both Sagicor and Guaranty about the policies in question only to learn that she was not the named beneficiary. Thereafter, Plaintiff obtained a forensic analysis of the signature on the two beneficiary change forms. This analysis, Plaintiff claims, found that the signatures on both of those forms were forged. Plaintiff avers that the Defendants, either or both, forged Navatier's signature on these forms without his knowledge or consent. Plaintiff informed both Sagicor and

Guaranty of these findings, however, notwithstanding, both Sagicor and Guaranty denied Plaintiff's claims for the proceeds, instead paying those proceeds to the Defendants.

On June 27, 2025, Plaintiff filed the complaint in question against these two Defendants and against Sagicor and Guaranty[1]. In that complaint against these two Defendants, Plaintiff raised three (3) separate counts grounded in: 1) Tortious Interference with Contract; 2) Conversion; and 3) Concert of Action. On August 19, 2025 Defendants filed Preliminary Objections in the nature of a demurrer to strike counts one and two. Argument was held on February 9, 2026. These objections are now ripe for disposition.

LEGAL DISCUSSION

In passing judgment on preliminary objections, all well-pleaded material facts set forth in the challenged pleading, as well as all reasonably deduced inferences, must be accepted as true. *Rudy v. Lesniak*, 343 A.3d 1261, 1267 (Pa. Super. 2025).

> Preliminary objections in the nature of a demurrer test the legal sufficiency of the complaint. Preliminary objections which seek the dismissal of a cause of action should be sustained only in cases in which it is clear and free from doubt that the pleader will be unable to prove facts legally sufficient to establish the right to relief. If any doubt exists as to whether a demurrer should be sustained, it should be resolved in favor of overruling the preliminary objections. *Id* at 1267 citing *Kopinetz v. Waste Management and Processors, Inc.*, 315 A.3d 138, 142 (Pa. Super. 2024) (citation omitted).

[1] On September 30, 2025 and October 16, 2025, respectively, stipulations were filed, dismissing with prejudice Sagicor and Guaranty from this action.

I. **Intentional Interference with Contract**

Defendants' first demurrer is to Count One, Intentional Interference with Contract. In order to sustain a claim for Intentional Interference with Contract, the moving party must establish, pursuant to §766 of the Restatement of Torts, the following four (4) elements: "(1) [t]he existence of a contractual relationship between the complainant and a third party; (2) an intent on the part of the defendant to harm the plaintiff by interfering with that contractual relationship; (3) the absence of privilege or justification on the part of the defendant; and (4) the occasioning of actual damage as a result of defendant's conduct." *Rice Drilling B, LLC v. Scott*, 325 A.3d 663, 677 (Pa. Super. 2024).

Defendants allege that Pennsylvania has not adopted nor recognized this type of claim in the context of *inter vivos* gifts or to beneficiary designations such as the case *sub judice*, because it has not adopted a separate section of the Restatement (second) of Torts, that being §774B. This section reads: "one who by fraud, duress, or other tortious means intentionally prevents another from receiving from a third person an inheritance or gift that would otherwise have received, is subject to liability to the other for loss of the inheritance or gift." In support of the position, they cite to *Teece v. Teece*, 268 A.3d 437 (2021)(unpublished memorandum opinion). In that case, the court affirmed the trial court's sustaining of preliminary objections to a count of tortious interference with inheritance. (emphasis ours). Its rationale was due to the fact that the appellants therein "alleged in paragraph 21 (I) of the complaint, regarding taking care of appellants by writing checks, does not relate to a new will. It instead concerns the possibility of *inter vivos* transfers, and there is no cause of action in Pennsylvania for interference with such transfers", citing *Fielder v. Spencer*, 231 A.3d 831, 837 (Pa. Super. 2020).

Defendants also contend that Plaintiff's claim does not fall under an exception such as a claim for tortious interference with testamentary expectancies. The Plaintiff counters that *Teece* and *Fielder*, and its relationship to the case at bar, are inapposite in that this case deals with a contractual relationship between Plaintiff and the third party, Navatier, not an *inter vivos* gift. Plaintiff further cites to the comment to §774B which reads: "[t]his section represents an extension to a type of noncontractual relation of the principle found in the liability for intentional interference with prospective comments stated in §766." Restatement (second) of Torts, §777B, comment A, and that the case here before the court involves a contract and nothing that would be precluded by *Tecce* nor *Fielder*. (emphasis added).

This Court agrees with Defendants insofar as the cases they cite affirm that §774B is not recognized as creating a viable cause of action for tortious interference with *inter vivos* transfers[2], however, those cases and that acclimation cannot be construed to apply here as no where does it state that it prohibits beneficial designations[3].

This Court likewise does not find this to be a cause involving testamentary expectancies as such a case involves the scenario of an expected inheritance. Further, we would note that the claim at issue is one of tortious interference with <u>contract</u>, and which the contracts at issue here were between Navatier and Sagicor and Navatier and Guaranty, Plaintiff was a third party beneficiary of the contracts upon Navatier's passing, not someone with an intertest that passed through a will or other type of inheritance or gift. Thus, the Court does not believe Defendants' argument regarding §774B not being adopted by Pennsylvania is even applicable here. Therefore, Defendants' Preliminary Objection to Count One - Tortious Interference with Contract will be overruled.

II. <u>Conversion</u>

Defendants' second demurrer is to Count Two – Conversion. In order to sustain a claim for conversion, the moving party must set forth a factual basis to support a claim that "the defendant

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[2] An *inter vivos* gift or transfer is defined as a voluntary transfer of property made during a person's lifetime to another person involving two elements: donative intent and delivery. *Lanning v. West*, 803 A.2d 753 (Pa. Super. 2002).

[3] The *Tecce* case did not stand for this proposition as it was noted in footnote 3 of that unpublished opinion that the Appellant therein, under that fact scenario, did not contest the trial court's dismissal of their claim of tortious interference with third party beneficiary designation.

deprived[d] the plaintiff of his right to a chattel or interfere[d] with the plaintiff's use or possession of a chattel without the plaintiff's consent and without lawful justification. A plaintiff has a cause of action in conversion if he or she had actual or constructive possession of a chattel at the time of the alleged conversion." *Pittsburgh Construction Co. v. Griffith*, 834 A.2d 572, 581 (Pa. Super. 2003) (internal citations omitted).

Defendants argue in their preliminary objection that only a party with a direct property interest has a standing to bring such a claim as Plaintiff did not have actual or constructive possession of those proceeds at the time of the alleged conversion and further, that the Defendants did not "convert" Plaintiff's interest in these proceeds as it was the insurance companies which paid the proceeds to them.

Plaintiff counters this argument by stating that as a named beneficiary under the insurance policies, she had actual or constructive possession in those proceeds and further that Defendants converted that possession upon forging the change of beneficiary form.

Plaintiff cites to *Broederdorf v. Bacheler*, 129 F. Supp 3d, 182, 198 (E.D. of Pa. 2015) to support her argument that a named beneficiary to a life insurance policy had actual or construction possession of the proceeds for purposes of a conversion claim. In *Broederdorf*, the decedent, Amy Bosich purchased a life insurance policy in the amount of $1,000,000.00, designating the "Amy Bosich Estate" as the beneficiary with *Broederdorf* as the contingent beneficiary and *Bacheler* as the owner[4].

Shortly after September 15, 2024, Bosich fell ill with cancer. On December 2, 2024 Bacheler unilaterally changed the beneficiary from the Amy Bosich Estate to himself unbeknownst to Bosich and without her consent. Bosich died on December 6, 2024. Upon her death, and pursuant to the amended agreement to purchase the company, Bacheler declined to purchase the company, however he was paid the proceeds from the life insurance policy as the beneficiary.

Applying Pennsylvania Law to the conversion claim, the Court found that the Estate, administered by Broederdorf, "had a right to the insurance proceeds from the policy on Bosich's life pursuant to the Original and Amended Agreements. Compl. Exs. A and C. He further alleges that Bacheler denied the Estate of this right when he made himself the primary beneficiary of the policy. *Id*. Ex. D and paragraphs 38-43. Finally, the Estate had actual or constructive possession of the right to the proceeds when it was the primary beneficiary under the life insurance policy on Bosich.

[4] This was done pursuant to an agreement Bosich executed pertaining to her ownership interest in her company "Flying Nurses International". That original agreement was later amended to provide Bacheler with a right of first refusal to purchase the company upon Bosich's death. The proceeds from the life insurance policy were to be used to help Bacheler purchase the company if he exercised that right of first refusal. He was also required to pay the premiums on this policy.

See id. Ex. B. Broederdorf has thus pled sufficient facts to plausibly state a claim for relief under the tort of conversion." *Id* at 198. Consequently, the court therefore, denied Bacheler's motion to dismiss the conversion claim.

This Court agrees with the *Broederdorf* court and find that Plaintiff has also pled facts sufficient to make out a claim for conversion against the Defendants and will likewise deny the relief Defendants sought as to this claim.

CONCLUSION

Based on the foregoing, this Court enters the following Order:

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	:	

Matthew Mottola, Esquire — Counsel for Plaintiff

Neil Ettinger, Esquire — Counsel for Defendants

ORDER OF COURT

AND NOW, this 18th day of May, 2026, upon consideration of the "Preliminary Objection of Defendants Nicole Navatier-Lombardi and Naomi Morgan to Plaintiff's Complaint", the memorandum of law in support thereof, the "Plaintiff's Answer to Preliminary Objections", and brief lodged in opposition to the Preliminary Objection and after argument thereon, it is hereby **ORDERED and DECREED** that said Preliminary Objections are **OVERRULED.**

The Defendants, Nicole Navatier-Lombardi and Naomi Morgan, have twenty (20) days from today's date to file an answer to the Plaintiff's Complaint.

BY THE COURT:

/s/ Judge Joseph J. Matika
Joseph J. Matika, J