

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 26-1187

JULIE E. THOMAS,
Appellant

v.

TRANSCORE, LP

On Appeal from the U.S. District Court, M.D. Pa.
Judge Keli M. Neary, No. 1:21-cv-01040

Before: BIBAS, MATEY, and BOVE, *Circuit Judges*
Submitted: Oct. 21, 2026; Filed: Oct. 22, 2026

NONPRECEDENTIAL OPINION*

BOVE, *Circuit Judge*. Plaintiff Julie Thomas initiated a putative class action against the Pennsylvania Turnpike Commission and a contractor, TransCore LP, based on state-law claims concerning Pennsylvania's E-Zpass toll-collection system. The District Court dismissed the claims and denied leave to amend. We will affirm.

I.

We assume the parties' familiarity with the underlying facts, procedural history, and issues on appeal. Plaintiff opened an E-ZPass account in 2012. The governing user agreement made users responsible for highway tolls if the E-ZPass system failed to read the user's E-ZPass transponder. The agreement also warned that failure to mount the

* This is not an opinion of the full Court and, under 3d Cir. I.O.P. 5.7, is not binding precedent.

transponder correctly could lead to a fine. Plaintiff alleged that she correctly mounted her transponder but was charged \$950 in penalties, referred to as “V-Tolls”, between December 2017 and April 2020. In a putative class action, she brought claims for breach of contract, declaratory judgment, unjust enrichment, fraud, conversion, negligent conversion, and violations of Pennsylvania’s Unfair Trade Practices and Consumer Protection Law. The District Court issued a series of opinions that eventually dismissed all claims with prejudice and denied leave to amend. Plaintiff timely appealed.

II.

The District Court had jurisdiction under 28 U.S.C. § 1332(d). We have jurisdiction under 28 U.S.C. § 1291, including with respect to the November 18, 2024 order that merged into the final judgment. *See* Fed. R. App. P. 3(c)(4). The District Court’s dismissal under Rule 12(b)(6) is subject to de novo review, and we review denials of leave to amend for abuse of discretion. *Klotz v. Celentano Stadtmauer & Walentowicz LLP*, 991 F.3d 458, 462 (3d Cir. 2021).¹ We may affirm on any basis in the record. *Allied Painting & Decorating, Inc. v. Int’l Painters & Allied Trades Indus. Pension Fund*, 107 F.4th 190, 195 (3d Cir. 2024).

III.

Plaintiff concedes that she waived appellate challenges to the District Court’s dismissal of her breach of contract claim. When dismissing Plaintiff’s unjust enrichment claims, the District Court correctly explained that Pennsylvania law bars such claims if a valid

¹ Unless otherwise indicated, case quotations omit all internal citations, quotation marks, footnotes, alterations, and subsequent history.

agreement governs the parties' dispute. *See, e.g., Wilson Area Sch. Dist. v. Skepton*, 895 A.2d 1250, 1254-55 (Pa. 2006). The problem with the remainder of the appeal is that, at bottom, Plaintiff's other claims rested on contractual duties arising from the EZ-Pass user agreement too.

Pennsylvania's gist-of-the-action doctrine prevents plaintiffs from recasting contract claims as additional causes of action. *See Bruno v. Erie Ins. Co.*, 106 A.3d 48, 68 (Pa. 2014). When applying this doctrine, Pennsylvania courts look beyond the "mere labeling" of claims. *Id.* The focus is identifying the source of the alleged obligations at issue and, in particular, whether those obligations arose from the parties' contract. *Id.* Based on the pleadings, all of Plaintiff's non-contract claims sounded in contract. Those claims were predicated on alleged duties arising out of the user agreement rather than a "broader social duty." *Id.* The remaining claims were therefore barred by the gist-of-the-action doctrine. And, in light of the foregoing, the District Court properly denied Plaintiff's request for leave to amend based on futility. Accordingly, we will affirm.