



be an intern for one year. At that time, defendant Dr. William S. Klutz was serving as Chief of the Department of Surgery at Roger Williams, and defendant Dr. Paul Calabresi was Chief of the Medical Education Program offered by Roger Williams. In the contract, plaintiff agreed to work as an unpaid resident physician, caring for patients and participating in the internship program's educational activities. In return, the Hospital promised inter alia to provide a suitable environment for medical education, including a training program meeting the Essentials of Accredited Residencies established by the Accreditation Council for Graduate Medical Education.

Pursuant to this contract, plaintiff worked at the Hospital from July 15, 1983 to June 30, 1984. On July 23, 1984, Roger Williams issued a certificate to Zafar signed by the Hospital's Chief of Service, President, and Chairman of the Board of Trustees. This certificate stated that plaintiff "has successfully performed the duties of Rotating Intern from July 1, 1983 to June 30, 1984." Subsequently, in 1985, plaintiff applied to the State of New Jersey Board of Medical Examiners ("New Jersey Board") for licensure as a physician.<sup>1</sup> At that time, Roger Williams submitted a "Certificate of Hospital Requirements" to the New Jersey Board certifying that plaintiff had rendered

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<sup>1</sup>Although he has never submitted an application for licensure in Minnesota, plaintiff submitted preliminary documentation regarding his background to the Minnesota State Board of Medical Practice in 1984. In response to a request from the Minnesota State Board, Dr. Klutz wrote a letter confirming that Zafar was an intern at Roger Williams and that they found "Dr. Zafar to be conscientious, competent and hard working."

one year of satisfactory service as a rotating intern at the Hospital.

Despite these documents, however, Zafar's performance as an intern at the Hospital remains disputed on the record. Roger Williams now questions the adequacy of plaintiff's internship performance at the Hospital. Roger Williams answered the Complaint by averring that "the plaintiff has never satisfactorily completed an authorized internship or residency training program at the defendant Hospital," and has claimed that the July 23rd certificate was issued by mistake. Additionally, Roger Williams delayed until recently (just before argument on this motion) before sending documents requested by the New Jersey Board, such as evaluations of plaintiff's performance during his internship. Clearly, some of the relevant facts regarding plaintiff's efforts to obtain medical licensure and employment since his internship ended in 1984 are in dispute.

Plaintiff filed suit in this Court in 1989, claiming that defendants breached their respective duties to him by failing to submit documentation to the American Medical Association ("AMA") certifying his successful completion of the one year medical internship training program at Roger Williams. Plaintiff contends that defendants' wrongful conduct has prevented him from being able to obtain a medical license as well as precluded him from receiving job offers. Zafar, thus, asks this Court to issue an injunction requiring defendants to present a letter to the AMA stating that plaintiff successfully completed

an AMA approved internship program at Roger Williams and to award Zafar compensatory and punitive damages. Defendants deny any liability and argue that Zafar has shown no causal relationship between any damages he may have incurred and any conduct or absence of conduct on the part of any defendant.

This Court has jurisdiction over the matter pursuant to 28 U.S.C. § 1332 (1992). Complete diversity exists between the New Jersey plaintiff and the Rhode Island defendants, and plaintiff has alleged over fifty thousand dollars in damages. After almost two years of discovery in the case, the Court heard arguments on defendants' motions for summary judgment. The motion is now in order for decision.

#### DISCUSSION

##### I. Summary Judgment Standard

The standard for ruling on a summary judgment motion is set forth in Rule 56(c) of the Federal Rules of Civil Procedure:

The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Further, the court must view the facts and all inferences therefrom in the light most favorable to the nonmoving party.

Continental Casualty Co. v. Canadian Universal Ins. Co., 924 F.2d 370, 373 (1st Cir. 1991).

Applying the summary judgment standard to this case, it is obvious that, even viewing the record in the light most favorable to plaintiff, he has failed to raise any genuine issue

as to any material fact regarding the two individual doctors, and therefore, those two defendants are entitled to a judgment as a matter of law. However, it is equally obvious that genuine issues as to material facts regarding the Hospital's potential liability remain unresolved when the record is viewed in the light most favorable to Zafar, and therefore, the Hospital's motion must be denied.

## II. Two Individual Defendants

Plaintiff names Drs. William S. Klutz and Paul Calabresi as defendants in the suit. However, Zafar has presented no facts and raised no inferences suggesting that these two physicians owed him a legal duty that could give rise to liability in this suit. It is axiomatic that to recover on a contract claim, a plaintiff must demonstrate that the defendants, by commission or omission, breached a duty owed to him under the contract. Here, Zafar does not provide any evidence that the contract, or even any subsequent dealings between Zafar and the defendant doctors, imposed any duty on them vis a vis Zafar. Since the two doctors owed Zafar no legal duty, they are entitled to summary judgment as a matter of law.

## III. Defendant Roger Williams General Hospital

Zafar alleges that Roger Williams breached the contract between the parties executed on July 13, 1982.<sup>2</sup> To recover on a

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<sup>2</sup>Plaintiff also attempts to allege that the Hospital intentionally engaged in tortious conduct toward him. However, he does not sufficiently allege a tort claim, and has provided no evidence that the Hospital committed a tort. In his complaint,

breach of contract claim, a plaintiff must at a minimum establish that a contract was formed, the defendant violated a duty owed to the plaintiff under the contract, and the breach caused damage to the plaintiff.

In support of its motion for summary judgment, Roger Williams contends that Zafar provided no objective facts regarding key legal elements required to make out the claims in his complaint. First, the Hospital argues that Zafar produced no evidence suggesting that it breached any contractual duty to Zafar. Second, Roger Williams claims that the record does not indicate that any action or inaction by the Hospital caused any harm to Zafar. The Hospital argues that, therefore, there are no issues of material fact on the critical legal elements of breach and causation, and that Roger Williams is entitled to judgment as a matter of law. However, the Court concludes that, when it views the facts on the record as well as the inferences therefrom in the light most favorable to the nonmoving party, Zafar has raised genuine issues of material fact regarding his claims against the Hospital. These fact issues prevent the Court from granting Roger Williams' motion for summary judgment.

A. Breach of Contract

Plaintiff claims that the Hospital breached its

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**plaintiff complains of defendants' "malicious or wanton and gross disregard of the rights of Plaintiff by their refusal to provide documentation...", but the only rights of plaintiff that the Hospital may have disregarded arose under the contract. Even if the alleged contract breach was malicious and wanton, such conduct does not amount to a tort.**

contract with him by not submitting documentation to the AMA and others certifying his satisfactory completion of a medical internship training program at Roger Williams. The Hospital denies both that Zafar successfully completed an accredited program and that it is obligated to inform the AMA or others about Zafar's performance in the internship program.

Zafar supports his claim that he successfully completed the accredited program by emphasizing the contract language which states that the Hospital will provide him with an accredited training program. He notes that, although the Hospital promises in the contract to "provide a mechanism, with appropriate due process safeguards, whereby actions which impact upon the Resident's status and/or career development may be addressed," he worked at the Hospital for the entire contract period and never was informed of, or provided any hearing regarding, unacceptable performance. Additionally, Zafar points to the signed certificate he received from the Hospital after his internship ended in 1984 stating that he successfully performed the duties of a rotating intern, as well as to letters from Dr. Klutz stating that Zafar had rendered satisfactory service as a rotating intern at Roger Williams.

In support of his claim that the Hospital had a duty to provide information regarding his internship to the AMA and others, Zafar points to contract language requiring the Hospital:

- (a) to provide a suitable environment for medical education experience;
- (b) to provide a training program which meets the Essentials of Accredited Residencies established by the Accreditation Council for Graduate Medical Education . . . .

While the contract does not explicitly state that the Hospital must inform the AMA or any other party of Zafar's successful completion of the one-year internship at Roger Williams, in interpreting the contract, the Court can also consider the circumstances surrounding the formation of the contract in order to advance the parties' principal purposes. See Dial Media, Inc. v. Schiff, 612 F.Supp. 1483, 1487-88 (D.R.I. 1985); see also 3 Arthur L. Corbin, Corbin on Contracts §§ 536, 545, 561-62 (1960 & Supp. 1992). The words themselves may contain promises not obvious without the benefit of knowledge concerning the common custom and usage of the phrases in internship contracts between hospitals and individuals. See United States v. Carr, 608 F.2d 886, 888 (1st Cir. 1979) ("[T]he meaning of words in a contract can only be understood in reference to their usage in a particular context . . . ."); see also 3 Corbin, at § 556. For example, promising to provide an accredited "training program" might create an obligation to inform the AMA of an intern's success in that program. Similarly, the contract may include implied promises that can only be understood when all the facts surrounding the contract formation are known. See 3 Corbin, at §§ 561-62. For instance, it seems obvious that people enter into internship contracts as a necessary step toward obtaining a medical license. This is especially true in cases, such as this, when the intern receives no pay for his or her services. Thus, although not explicitly stated in the contract, it is likely that there is some understood promise that the Hospital will, in some

manner, let others know if an intern completes the program successfully. While such an obligation may only require the Hospital to give the intern a certificate of completion, Zafar has raised an inference that the Hospital has impliedly promised to do more such as inform the AMA or others of his internship performance. A definite determination on this issue requires a fact intensive inquiry, and the relevant facts on this record appear disputed. Thus, the question of whether the Hospital breached any duty it may have owed to Zafar raises fact issues which cannot be sorted out at the summary judgment stage.

B. Causation of Damages

If the Hospital did breach its contract, plaintiff must still demonstrate that such breach caused him cognizable harm. Powers v. Boston Cooper Corp., 926 F.2d 109, 111 (1st Cir. 1991). Admittedly, the undisputed evidence reveals that the Hospital was not the direct cause of Zafar's failure to obtain a medical license in either New Jersey or Minnesota. It is clear that Zafar never formally applied for licensure in Minnesota and failed to furnish many of the required papers in support of his application in New Jersey. However, questions regarding other harms that may have resulted from the alleged breach of contract are inexorably tied to issues of fact that remain disputed on the record. For example, Zafar has presented evidence that he was offered employment contingent upon the employer receiving both verification from the AMA that Zafar successfully completed an accredited internship at Roger Williams and information from

Roger Williams regarding details of Zafar's internship. This evidence raises an inference that Zafar has been denied employment solely as a result of the Hospital's failure to inform either the AMA or the potential employer of Zafar's allegedly successful completion of an AMA approved internship program. Thus, the Court is satisfied that, viewing the facts alleged in Zafar's favor, Zafar has raised genuine issues of material fact as to whether he suffered any damages as a result of wrongful action or inaction on the part of Roger Williams. Therefore, while the Court will not sit as a licensing board and determine whether or not Zafar should receive a medical license, it will hear the matter to decide whether Roger Williams has harmed plaintiff by virtue of a breach of contract and will issue appropriate orders if it finds for plaintiff.

#### CONCLUSION AND ORDER

Consistent with the foregoing analysis, the Court grants the summary judgment motion of William S. Klutz, M.D., and Paul Calabresi, M.D., and denies the summary judgment motion of Roger Williams General Hospital. No judgments will enter until this litigation is concluded.

It is so Ordered.

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Ronald R. Lagueux  
United States District Judge  
November 18 , 1992.