

IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY, PENNSYLVANIA

CAVALRY SPV I, LLC,  
as assignee of Citibank, N.A.,  
Plaintiff,

vs.

JAMES R. MATTERN,  
Defendant.

: NO. 18 - 0982

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: CIVIL ACTION

: *Preliminary Objections*

**OPINION AND ORDER**

This matter concerns an alleged credit card account debt. On September 6, 2018, Defendant filed the instant *Preliminary Objections to Plaintiff's Amended Complaint*. Defendant alleges a myriad of claims against Plaintiff's Amended Complaint. Defendant's allegations stem from a lack of pleading sufficiency. Specifically, Defendant claims that Plaintiff violated Pennsylvania Rule of Civil Procedure 1019 by failing to: state whether the agreement was oral or written; attach the original credit card account agreement indicating a zero balance; attach each subsequent default account statement; attach a Bill of Sale; plead the chain of ownership; plead what type of credit account was originally opened; plead when the account was originally opened; plead the balance of that original account; and plead or provide a breakdown of the account payments, charges, and items purchased.

Defendant also alleges that Plaintiff failed to aver the time and place of the credit card account charges, as those charges are "special damages."<sup>1</sup> Further, Defendant argues that Plaintiff counsel's verification for his out of state client was improper under Rule 1024. Plaintiff filed a *Response and Brief in Support* arguing that it had pled sufficiently to allow Defendant to prepare a defense.

The Court agrees with Plaintiff. In its Amended Complaint, Plaintiff avers: Plaintiff is the assignee and successor in interest of a credit account; the account's ending digits; the account was issued to Defendant by Citibank, N.A. as the original creditor on August 4, 2014; Defendant utilized the account to make purchases, balance transfers, and/or cash advances; the account is in default; Defendant has failed to make sufficient payments toward the amount due despite demands, the amount due is \$2,684.02; and the necessary documentation will be filed and served separately and contemporaneously using the designated Confidential Document Form.

By way of confidential transmission, Plaintiff has provided the following financial source documents: the credit card account terms; the Bill of Sale and Assignment from Citibank, N.A. to Plaintiff;<sup>2</sup> the account information linking Defendant to the account; billing records for the account from 7/22/16 – 8/19/16; billing records for the account from 11/22/16 – 12/21/16; billing records for the account from 12/22/16 – 1/20/17; and billing records for the account from 5/20/17 – 6/21/17. Likewise, the balance requested in the Amended Complaint is identical to the balance on the last set of billing records provided by Plaintiff.

The Court finds that Plaintiff's Amended Complaint conforms to Rule 1019.<sup>3</sup> Plaintiff has summarized the material facts sufficiently in its Amended Complaint and Defendant has sufficient facts to prepare a defense.<sup>4</sup> Regarding Rule 1019(f), special

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<sup>1</sup> See Pa.R.C.P. No. 1019(f).

<sup>2</sup> See Pa.R.C.P. No. 2002.

<sup>3</sup> See *Youndt v. First Nat'l Bank of Port Allegany*, 868 A.2d 539, 544 (Pa. Super. Ct. 2005) (quoting *Sevin v. Kelshaw*, 611 A.2d 1232, 1235 (Pa. Super. Ct. 1992)) (“ ‘Pennsylvania is a fact-pleading jurisdiction. A complaint must therefore not only give the defendant notice of what the plaintiffs' claim is and the grounds upon which it rests, but it must also formulate the issues by summarizing those facts essential to support the claim.’ ”).

<sup>4</sup> See *Bouchon v. Citizen Care, Inc.*, 176 A.3d 244, 258 (Pa. Super. Ct. 2017), *re'arg denied* (Jan. 25, 2018), *appeal denied*, 189 A.3d 993 (Pa. 2018) (“Rule of Civil Procedure 1019(a) requires that the

damages are not involved in this case.<sup>5</sup> Regarding Rule 1019(h), Plaintiff expressed in its Amended Complaint that the necessary documents for the credit card account would be filed contemporaneously with the Amended Complaint; thus, indicating a written agreement. Regarding Rule 1024(c), the rule states:

The verification shall be made by one or more of the parties filing the pleading unless all the parties (1) lack sufficient knowledge or information, or (2) are outside the jurisdiction of the court and the verification of none of them can be obtained within the time allowed for filing the pleading. In such cases, the verification may be made by any person having sufficient knowledge or information and belief and shall set forth the source of the person's information as to matters not stated upon his or her own knowledge and the reason why the verification is not made by a party.<sup>6</sup>

Plaintiff counsel's verification meets the rule's requirements as Plaintiff is outside the jurisdiction of the Court. Based on the sufficiency of the pleadings, the Court declines to follow Defendant's implicit request that Plaintiff be held to a higher pleading standard. Defendant's Four Preliminary Objections are **OVERRULED**.

**IT IS SO ORDERED this 16<sup>th</sup> day of November 2018.**

BY THE COURT,

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Eric R. Linhardt, Judge

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material facts on which a cause of action or defense is based be stated in a concise and summary form. '[A] pleader must set forth concisely the facts upon which his cause of action is based. The complaint must not only apprise the defendant of the claim being asserted, but it must also summarize the essential facts to support the claim.' A complaint also 'must apprise the defendant of the nature and extent of the plaintiff's claim so that the defendant has notice of what the plaintiff intends to prove at trial and may prepare to meet such proof with his own evidence.' " (internal citations omitted)).

<sup>5</sup> See *Morin v. Brassington*, 871 A.2d 844, 848 (Pa. Super. Ct. 2005) (quoting *Aerospace Fin. Leasing v. New Hampshire Ins. Co.*, 696 A.2d 810, 812 n.5 (Pa. Super. Ct. 1997)) (" 'Special damages' are damages that are the 'actual, but not the necessary, result of the injury complained of, and which, in fact, follow it as a natural and proximate consequence in the particular case, that is, by reason of special circumstances or conditions.' ").

<sup>6</sup> Pa.R.C.P. No. 1024(c).

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