

**IN THE COURT OF COMMON PLEAS OF LYCOMING COUNTY,
PENNSYLVANIA**

CITIBANK, N.A.,	: NO. CV-19-1526
Plaintiff	:
vs	:
	:
NANCY HUDOCK,	:
Defendant	: CIVIL ACTION-LAW

OPINION AND ORDER

AND NOW, this 28th day of January, 2020, after argument held on January 24, 2020 on the Defendant’s Preliminary Objections to the Plaintiff’s Complaint, the Court hereby issues the following Opinion and Order.

On September 10, 2019, the Plaintiff (Citibank N.A.) filed a Complaint against the Defendant alleging a default on a credit card agreement. In support of the Complaint, the Plaintiff attached, as Exhibit A, two account statements. The account statements list Best Buy Credit Services as the Creditor and the Defendant as the Credit Cardholder.

The Defendant filed Preliminary Objections based on insufficient specificity in the pleading of the Complaint. In particular, the Defendant alleged the Complaint failed to provide a copy of an alleged agreement between the parties and did not contain account statements sufficient to identify all transactions related to the alleged credit card relationship. The Defendant’s Preliminary Objections are SUSTAINED in part and DENIED in part.

The Defendant is correct that the Plaintiff has failed to attach any agreement to the Complaint outlining the terms and conditions of the alleged credit card agreement between the party. While at the pleading stage, the Plaintiff is not required to attach a signed agreement to the Complaint, the Plaintiff must attach the agreement that it alleges governs the relationship between the parties. See Discover Bank v. Stucka, 33 A.3d 82 (Pa. Super 2011) and Portfolio Recovery Associates, LLC v. Carol Templin, (Lyc. Co. CP 19-0740 2019). Additionally, the Plaintiff must also include any modifications to the agreement that the Plaintiff will assert applies to the relationship between the parties. Furthermore,

the Court notes the Plaintiff is Citibank N.A. but Best Buy Credit Services issued the account statements. There are no facts alleged that would grant Citibank N.A. the right to collect on the debts alleged to be owed to Best Buy Credit Services. Due to these failures, the Defendant's Preliminary Objections are SUSTAINED and the Plaintiff is granted leave to file an Amended Complaint correcting the aforesaid deficiencies within thirty (30) days of the date of this Order.

The Preliminary Objection in regard to the scope of account statements attached to the Complaint are hereby DENIED. At the pleading stage, the Plaintiff need only aver facts sufficient to identify the basis of the claim. The Plaintiff attached account statements that reflect a payment made on the account and the balance alleged to be due in the complaint. The underlying supporting evidence of the accrual of the alleged debt is more appropriately shared during discovery. Further, the statements outlining the accrual of the alleged current balance may be essential to establish the Plaintiff's claims at trial and should be disclosed during discovery.

The Court takes notice of the Plaintiff's legal counsel's failure to abide by the scheduling Order in this matter. The Court set a briefing schedule on the Preliminary Objections requiring the Plaintiff to submit a brief ten (10) days prior to the hearing. The Plaintiff failed to submit a brief to the Court. Failure to comply with Court Orders in the future may result in Plaintiff's legal counsel being prohibited from being heard at argument in such matters.

BY THE COURT,

Ryan M. Tira, Judge

cc: Robert Kline, Esquire – 425 Commerce Drive, Suite 150, Fort Washington, PA 19034
Robert Klingensmith, Esquire – 209 West Patriot Street, Somerset, PA 15501
Gary L. Weber, Esquire, Lycoming Reporter
Patricia Bowman, Esquire (Courtesy Copy)