

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

DEANNA GOOD and JOHN GOOD,	:	
Plaintiffs	:	NO. CV-21-0275
	:	
vs.	:	
	:	
STATE FARM FIRE AND CASUALTY	:	
COMPANY,	:	CIVIL ACTION –
Defendant	:	Preliminary Objections

OPINION AND ORDER

Before the Court are Defendant’s Preliminary Objections to Plaintiffs’ Complaint. For the reasons set forth below, the Preliminary Objections are overruled.

I. Factual Background

This breach of contract action arises out of an insurance dispute between Plaintiffs, the insureds, and Defendant, the insurer, over a rental dwelling policy. Plaintiffs claim that their property in Montoursville, Pennsylvania “sustained covered losses due to theft/vandalism.” *See Plaintiffs’ Amended Complaint at Paragraph 7.* Plaintiffs made a claim with Defendant who assigned a claim number and loss date of September 15, 2020. *See Plaintiffs’ Amended Complaint at Paragraphs 9-11.* Defendants paid Plaintiffs a total of \$820.48 for the loss, while Plaintiffs are claiming a total loss of \$95,999.81. *See Plaintiffs’ Amended Complaint at Paragraphs 8 and 15.* Attached to Plaintiffs’ Amended Complaint is an estimate of the alleged loss, totaling \$95,999.81. *See Exhibit B of Plaintiffs’ Amended Complaint.* The estimate is broken down by room in the Plaintiffs’ home and, within each room, itemizes the description, quantity, unit price, and total cost of each separate loss.

II. Procedural Background

Plaintiffs' initial Complaint was filed on March 25, 2021 and Defendant's Preliminary Objection were filed April 26, 2021. Plaintiffs filed a Response to the Preliminary Objections and with it an Amended Complaint. Argument was held on September 14, 2021 at which time Defendant acknowledged the Amended Complaint but asserted that deficiencies remained in some respects.

III. Discussion

Pursuant to the Rules of Civil Procedure, "[p]reliminary objections may be filed by any party to any pleading and are limited to the following grounds:

(2) failure of a pleading to conform to law or rule of court or inclusion of scandalous or impertinent matter;

(3) insufficient specificity in a pleading . . .

Pa.R.C.P. 1028(a)(2) and (3).

It is well settled that Pennsylvania is a fact pleading state, meaning that pleadings must put the opponent on notice of the issues and formulate those issues by summarizing the facts essential to the claim. *Catanzaro v. Pennell*, 238 A.3d 504, 507 (Pa. Super. 2020). Additionally, according to the Rules of Civil Procedure, "the material facts on which a cause of action or defense is based shall be stated in concise and summary form." Pa.R.C.P. 1019(a).

"When considering preliminary objections, all material facts set forth in the challenged pleadings are admitted as true, as well as all inferences reasonably deducible therefrom If any doubt exists as to whether a demurrer should be sustained, it should be resolved in favor of overruling the preliminary objections." *Richmond v. McHale*, 35 A.3d 779, 783 (Pa. Super. 2012).

Defendant first argues that Plaintiffs' Complaint lacks specificity with regard to the \$820.48 that Defendant has already paid to Plaintiffs. Specifically, Defendant asserts that the amount in dispute is vague, because the Defendant cannot know what items are alleged to have been covered in the \$820.48 and what other items remain unpaid.

Plaintiffs assert that their Amended Complaint remedies the lack of specificity, if any, in their original Complaint. Specifically, Plaintiffs argue that the amount they are claiming is the amount clearly set forth in the Complaint and the estimate – \$95,999.81 – and that Defendant's failure to pay that amount is a breach of contract. The Court agrees.

In their Complaint, Plaintiffs set forth, to the penny, the amount they are claiming. They attach a breakdown of that amount, specifying in detail the total loss of throughout the property. As described above, the estimate provides a very detailed description of the alleged damages, making it easy for Defendant to know exactly what was damaged and the cost of the damage, as claimed by Plaintiffs. What items the \$820.48 paid by Defendant covered is readily available to Defendant, as it is the one who issued the payment internally. Additionally, this information can be explored further through the discovery process.

Second, Defendant argues that the estimate attached to the Plaintiffs' Amended Complaint is improper evidence and should rather be set forth in detail within the Complaint itself, identifying exactly what items have not yet been paid. To require the Plaintiffs to transport all of the information in the estimate into the Complaint is, frankly, unreasonable and frivolous.

IV. Conclusion

For the reasons set forth above, the Court finds that Plaintiffs' Amended Complaint is pled with sufficient specificity. Defendant's Preliminary Objections are overruled.

ORDER

AND NOW, this **16th** day of **September, 2021**, upon consideration of Defendant's Preliminary Objections and Plaintiffs' response thereto, and for the reasons set forth above, Defendant's Preliminary Objections are **OVERRULED**. Plaintiffs shall file their Amended Complaint within ten (10) days of the date of this Order. Defendant shall file an Answer to Plaintiffs' Amended Complaint within twenty (20) days thereafter.

BY THE COURT,

Hon. Ryan M. Tira, Judge

RMT/ads

CC: Mark Martini, Esq./Kevin Huber, Esq.
500 Grant Street, Suite 2300, Pittsburgh, PA 15219
Robert Trautmann, Esq.
100 Somerset Corporate Blvd, Floor 2, Suite 107, Bridgewater, NJ
19119
Alexandra Sholley – Judge Tira's Office
Gary Weber, Esq.