

IN THE  
COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
CIVIL TRIAL DIVISION

**DANIELLE WEISS and MARCIA WOOLAM** :  
**GOLDSMITH, Custodian for DANIELLE** :  
**WEISS under the Pennsylvania Uniform Gifts** :  
**To Minors Act, Individually, and On Behalf** :  
**Of All Other Similarly Situated** :

vs.

**WACHOVIA CORPORATION, WACHOVIA** :  
**BANK and FIRST UNION NATIONAL BANK** :

**JANUARY TERM, 2003**

**NO. 01302**

Control # 090747

**ORDER and MEMORANDUM**

**AND NOW**, to wit, this 31st day of October, 2003, upon consideration of the plaintiffs' Motion for Reconsideration of this Court's Order dated September 26, 2003, and of defendants' response thereto, it is hereby **ORDERED** and **DECREED** that said motion is **DENIED**.

BY THE COURT:

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*COHEN, GENE D., J.*

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**MEMORANDUM**

*COHEN, GENE D., J.*

The Court has before it the plaintiffs’ Motion for Reconsideration in this class action in which the plaintiff alleges she was not notified of fees assessed her passbook savings account at or around the time First Union Bank became Wachovia Bank. In the order the plaintiffs question – this Court’s Order of September 26, 2003 -- this Court agreed with the defendants, viz., that the Complaint was not pleaded with specificity, and, what is more, there could not be any damages since the plaintiffs themselves attached an exhibit to their complaint the content of which utterly refutes the basis of their claim. So the Court sustained the defendants’ preliminary objections and dismissed the plaintiffs’ complaint. Comes now the plaintiffs complaining that this Court committed a “manifest error of law” in dismissing the complaint. The plaintiffs point out that an affidavit the defendants submit states that the plaintiff received an “introductory package” setting forth her fees when she received a monthly statement. The plaintiffs allege forthrightly that as a passbook holder the plaintiff did not receive a monthly statement. Nonetheless, the plaintiffs show by means of a

letter the lead plaintiff received that the bank flagged the oversight and offered to remit any fees of which the plaintiff did not receive notice.

In dismissing the complaint the Court moved beyond this factual juncture and into more substantive areas of law. The Court dismissed the complaint because it was plainly vague. Allegations of fraud were not specifically pleaded. The Court could not determine from the complaint who the plaintiffs might be. Also, no copy of the alleged contract providing the alleged basis for the plaintiff's allegations is attached to the Complaint. The plaintiffs say they were never provided with the contract "pursuant to a writ of summons". Perhaps the plaintiff or her guardians by other means -- say, by U.S. Mail delivery in the course of holding her passbook savings account - - or just by simple inquiry (e.g., walking into the bank and getting a copy) might have secured a copy of said contract. Without a document attached to the complaint the Court can only guess what this civil action may be all about. The Court finds no basis to reconsider its earlier ruling.

Accordingly, the plaintiffs' petition for reconsideration is denied.

BY THE COURT:

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*COHEN, GENE D., J.*

Dated: October 31, 2003