

**COURT OF COMMON PLEAS  
FOR THE STATE OF DELAWARE  
KENT COUNTY COURTHOUSE  
DOVER, DELAWARE 19901  
PHONE: (302) 739-4618**

**CHARLES W. WELCH, III  
JUDGE**

February 3, 2012

Mr. Dave Wisneski  
3968 Midstate Road  
Felton, DE 19943

Stephen P. Doughty, Esq.  
Lyons, Doughty and Veldhuis, P.A.  
15 Ashley Place, Suite 2B  
Wilmington, DE 19804

RE: Vion Holding, LLC. v. David Wisneski  
C.A.No.: CPU5-10-003010

Decision on Defendant's Motion for a More Definite Statement and  
Motion to Dismiss

Dear Mr. Wisneski and Mr. Doughty:

Our Court is in receipt of the defendant's Motion for a More Definite Statement and Motion to Dismiss in the above-referenced civil matter. Please be advised that both of the defendant's motions are denied.

**I. Motion for a More Definite Statement**

Court of Common Pleas Civil Rule 12(e) provides that if a Complaint is so vague or ambiguous that the defendant cannot reasonably be required to frame an Answer, the defendant may move for a more definite statement before filing an Answer. The motion must point out the defects in the Complaint and the details that are desired. If the Court finds that the Complaint is vague or ambiguous, the plaintiff will be required to correct

any defects with a more definite statement. *Crowhorn v. Nationwide Mut. Ins. Co.*, 2001 WL 695542, at \*2 (Del. Super. 2001).

The Court has reviewed the Complaint filed by Vion Holding and finds that it is not so vague or ambiguous that the defendant cannot provide an Answer. Court of Common Pleas Civil Rule 8(a) states that an original claim must contain the following: (1) a short and plain statement of the claim showing that the pleader is entitled to relief, and (2) a demand for judgment.

In this case, the plaintiff has complied with Civil Rule 8(a). The plaintiff identifies itself as Vion Holdings, holder of the defendant's debt. The Complaint states that the defendant owed a debt to HSBC and that the plaintiff acquired the defendant's debt. The Complaint alleges that the defendant is currently in debt to the plaintiff pursuant to the terms and provisions of a credit card agreement and that the defendant is in default under the terms of the agreement. It also includes a demand for judgment in the amount of \$4,0409.02, plus interest and costs of suit. In spite of these facts, the defendant claims that he requires additional information in order to respond. However, under Court of Common Pleas Rule 8(b), if the defendant feels that he is unable to form a belief as to the truth of the averment he is free to state such fact and such a statement will have the effect of a denial.

## **II. Motion to Dismiss for Failure to Comply with Administrative Directive 2011-1**

The defendant's Motion to Dismiss states that the defendant has no knowledge of, or business with, the plaintiff and that the Complaint fails to comply with the requirements of Court of Common Pleas Administrative Directive 2011-1 (AD 2011-1) by not including specific information related to the original account. AD 2011-1's

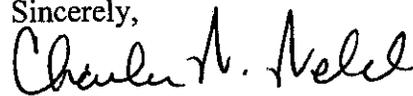
effective date is July 1, 2011, and the plaintiff's claim was filed on December 15, 2010.

Therefore, as a matter of law, AD 2011-1 is not applicable to this action and the defendant's Motion to Dismiss must be denied.

Therefore, for all the forgoing reasons, the Defendant's Motion for a More Definite Statement and Motion to Dismiss are denied. The defendant has 20 days from the date of this letter to file an Answer in this matter.

**IT IS SO ORDERED.**

Sincerely,

A handwritten signature in black ink that reads "Charles W. Welch, III". The signature is written in a cursive style with a large initial "C".

Charles W. Welch, III