

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
PENNSYLVANIA

Citizen Developer, LLC v. System Soft Technologies, Inc.

Citizen Developer · No. 1:23-CV-00564 · Decided March 30, 2026

SUMMARY

The United States District Court for the Middle District of Pennsylvania addresses twelve motions in limine in a dispute involving alleged breaches of a Reseller Appointment Agreement and a counterclaim for tortious interference with contractual relations. The court grants in part and denies in part the plaintiff’s motion concerning unproduced documents, while denying without prejudice several motions concerning summary documents, lay-opinion testimony, and evidence relating to alleged breaches and damages. The memorandum discusses the standards governing motions in limine, lay and expert testimony, and summaries under Federal Rule of Evidence 1006.

CASE DETAILS

COURT	United States District Court for the Middle District of Pennsylvania
WRITING FOR THE COURT	Jennifer P. Wilson
JURISDICTION	United States District Court for the Middle District of Pennsylvania
DECIDED	March 30, 2026
DOCKET	1:23-CV-00564
DISPOSITION	other
PROCEDURAL POSTURE	The court ruled on twelve pretrial motions in limine filed in preparation for a jury trial involving breach-of-contract claims and a tortious-interference counterclaim.
STANDARD OF REVIEW	Motions in limine should generally be granted only when evidence is clearly inadmissible on all potential grounds; rulings may be reconsidered at trial as the factual context develops. Evidentiary rulings are ordinarily reviewed for abuse of discretion. Under Federal Rule of Evidence 702, the proponent must establish admissibility by a preponderance of the evidence, including qualification, reliability, sufficient facts or data, reliable methodology and application, and fit.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

motion in limine

expert testimony

daubert standard

relevance

breach of contract

PRACTICE AREAS

evidence

commercial litigation

contracts

civil procedure

QUESTIONS PRESENTED

1. Whether documents that System Soft Technologies failed to produce during discovery should be excluded from trial.
2. Whether disputed summary documents should be excluded under Federal Rule of Evidence 1006 before trial.
3. Whether deposition testimony from proposed lay-opinion witnesses should be excluded under Federal Rule of Evidence 701.
4. Whether the court could determine on a motion in limine whether the Reseller Appointment Agreement's marketing-spend obligation extended to calendar year 2024.
5. Whether the jury should be precluded from hearing arguments or evidence suggesting that System Soft Technologies violated discovery orders, failed to produce documents, or engaged in spoliation.
6. Whether expert testimony from Rajkumar Venkatesan, Dominique Hanssens, and David Reibstein satisfied Federal Rule of Evidence 702 and Daubert.

HOLDINGS

1. System Soft Technologies may not introduce at trial documents that it failed to produce to Citizen Developer during discovery. The court declined without prejudice to decide additional sanctions or whether particular testimony relying on such documents should be excluded before the testimony is presented.
2. The court should defer ruling on broad or context-dependent evidentiary objections when admissibility cannot be determined on all potential grounds before trial.
3. The term 'calendar year' as used in the agreement's marketing-spend provision is ambiguous because it is reasonably susceptible to both the conventional January-to-December meaning and the parties' proposed anniversary-based meaning. The jury must determine the meaning of the contract, so the court could not resolve the scope of the 2024 obligation or preclude related evidence at the motion-in-limine stage.
4. Citizen Developer may not use language before the jury suggesting that System Soft Technologies violated a court order, failed to produce documents, or engaged in spoliation. Discovery-related objections may instead be raised outside the jury's presence.
5. The court denied the motions to exclude expert testimony from Dominique Hanssens and David Reibstein and denied in part and without prejudice the motion concerning Rajkumar Venkatesan. Hanssens's rebuttal testimony was admissible without an alternative damages calculation, and disputes concerning Reibstein's data and methodology were appropriate subjects for cross-examination rather

than exclusion. Venkatesan's testimony concerning alternate causes of lost profits was admissible, while objections to his first three conclusions were preserved for trial.

KEY QUOTATIONS

“The court should only exclude evidence when that evidence is “clearly inadmissible on all potential grounds.””

“The court will grant SST’s motion and prohibit CD from using language before the jury suggesting that SST violated a court order, failed to produce documents, or engaged in spoliation.”

FACTUAL BACKGROUND

The parties executed a Reseller Appointment Agreement effective March 30, 2021, under which System Soft Technologies allegedly was required to spend at least \$240,000 per calendar year marketing Citizen Developer's platform during the agreement's term. The case was scheduled for trial on claims that System Soft Technologies breached that obligation, a counterclaim that Citizen Developer breached the agreement, and a tortious-interference counterclaim. The motions concerned evidence about discovery production, marketing expenditures, contract damages, and expert opinions regarding marketing and lost profits.

PROCEDURAL HISTORY

Citizen Developer alleged that System Soft Technologies breached a Reseller Appointment Agreement by failing to satisfy a marketing-spend obligation. System Soft Technologies asserted a breach-of-contract counterclaim and a tortious-interference counterclaim. After prior summary-judgment proceedings and with trial scheduled, the parties filed twelve motions in limine concerning discovery-related evidence, summaries, lay and expert testimony, contract interpretation, and financial evidence.

DISPOSITION

other

CASES CITED

- Bradley v. Pittsburgh Bd. of Educ., 913 F.2d 1064, 1069 (3d Cir. 1990)
- Regassa v. United States, 613 F. Supp. 3d 880, 884 (M.D. Pa. 2020)
- Walden v. Georgia-Pacific Corp., 126 F.3d 506, 518 n.10 (3d Cir. 1997)
- United States v. Larry, 537 F. Supp. 3d 766, 768 (M.D. Pa. 2021)
- United States v. Tartaglione, 228 F. Supp. 3d 402, 406 (E.D. Pa. 2017)
- Heckman v. N. Penn Comprehensive Health Servs., No. 4:20-CV-01680, 2025 WL 3015790, at *1 (M.D. Pa. Oct. 28, 2025)
- United States v. Womack, 55 F.4th 219, 234 (3d Cir. 2022)
- Holbrook v. Lykes Bros. Steamship Co., Inc., 80 F.3d 777, 780 (3d Cir. 1996)
- Asplundh Mfg. Div. v. Benton Harbor Eng'g, 57 F.3d 1190, 1201 (3d Cir. 1995)

- United States v. Kale, 445 F. App'x 482, 485 (3d Cir. 2011)
- Pruette v. Egan-Jones Ratings Co., No. CV 18-3734, 2024 WL 2092981, at *5 (E.D. Pa. May 9, 2024)
- Acosta v. Cent. Laundry, Inc., 273 F. Supp. 3d 553, 556-57 (E.D. Pa. 2017)
- Cohen v. Cohen, 125 F.4th 454, 460, 462 (3d Cir. 2025)
- Elcock v. Kmart Corp., 233 F.3d 734, 744 (3d Cir. 2000)
- Daubert v. Merrell Dow Pharms., Inc., 509 U.S. 579, 591, 593 (1993)
- UGI Sunbury LLC v. A Permanent Easement for 1.7575 Acres, 949 F.3d 825, 832, 835 (3d Cir. 2020)
- VanDine v. Summit Treestands, LLC, 738 F. Supp. 3d 599, 610 (E.D. Pa. 2024)
- In re TMI Litig., 193 F.3d 613, 705 (3d Cir. 1999)
- Pineda v. Ford Motor Co., 520 F.3d 237, 243 (3d Cir. 2008)
- Kannankeril v. Terminix Int'l, Inc., 128 F.3d 802, 806 (3d Cir. 1997)
- Tyger v. Precision Drilling Corp., 832 F. App'x 108, 112 (3d Cir. 2020)
- F.E.I. Co. v. United States, 409 F. Supp. 3d 306, 315 (M.D. Pa. 2019)
- Gen. Elec. Co. v. Joiner, 522 U.S. 136, 146-47 (1997)
- Ariana World Wide Shipping LLC v. Ariana Worldwide USA, Inc., No. 24-1441, 2025 WL 1419718, at *2 (3d Cir. May 16, 2025)
- Eichorn v. AT&T Corp., 484 F.3d 644, 650 (3d Cir. 2007)
- United States v. Pelullo, 964 F.2d 193, 204 (3d Cir. 1992)
- Jones v. E. Air Holdings, Inc., No. CV 23-06, 2025 WL 2778091, at *3 (E.D. Pa. Sept. 26, 2025)
- Duquesne Light Co. v. Westinghouse Elec. Corp., 66 F.3d 604, 613 (3d Cir. 1995)
- Mellon Bank, N.A. v. Aetna Bus. Credit, Inc., 619 F.2d 1001, 1011 n.10 (3d Cir. 1980)
- Patel v. Dhaduk, 839 F. App'x 715, 718 (3d Cir. 2019)
- Fishman Org., Inc. v. Frick Transfer, Inc., 564 F. App'x 649, 651 (3d Cir. 2014)
- Delahanty v. First Pennsylvania Bank, N.A., 464 A.2d 1243, 1258 (Pa. Super. Ct. 1983)
- United States v. Anderson, No. 25-1223, 2026 WL 835273, at *2 (3d Cir. Mar. 26, 2026)
- United States v. Ford, 481 F.3d 215, 219 (3d Cir. 2007)
- In re Paoli R.R. Yard PCB Litigation, 35 F.3d 717, 745 (3d Cir. 1994)
- In re Niaspan Antitrust Litig., 464 F. Supp. 3d 678, 692 (E.D. Pa. 2020)
- Walsh/Granite, JV v. HDR Eng'g, Inc., No. 2:17-CV-00558-NBF, 2020 WL 13876902, at *4 (W.D. Pa. June 15, 2020)
- Legendary Art, LLC v. Godard, No. CIV.A. 11-0674, 2012 WL 3550040, at *3-*5 (E.D. Pa. Aug. 17, 2012)
- Bruno v. Bozzuto's, Inc., 311 F.R.D. 124, 138, 140 (M.D. Pa. 2015)
- Lithuanian Com. Corp. v. Sara Lee Hosiery, 179 F.R.D. 450, 460-61 (D.N.J. 1998)
- F.E.I. Co. v. United States, 409 F. Supp. 3d 306, 315 (M.D. Pa. 2019)
- W.L. Gore & Assocs., Inc. v. C.R. Bard, Inc., No. CV 11-515-LPS, 2017 WL 525668, at *1 (D. Del. Feb. 8, 2017)
- Thompson v. Glenmede Tr. Co., No. CIV. A. 92-5233, 1996 WL 529693, at *2 (E.D. Pa. Sept. 17, 1996)

- Chinniah v. E. Pennsboro Twp., No. 1:08-CV-01330, 2013 WL 6054821, at *3 (M.D. Pa. Nov. 15, 2013)
- Diehl v. Blaw-Knox, No. 01-0770, 2002 WL 34371510, at *1 (M.D. Pa. July 15, 2002)
- Graham Eng'g Corp. v. Adair, No. 1:16-CV-2521, 2021 WL 963245, at *4 (M.D. Pa. Mar. 15, 2021)
- Meeks v. APV Ltd., No. CIV.A. 00-4191, 2002 WL 32348524, at *3 (E.D. Pa. Feb. 5, 2002)

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