

SUPERIOR COURT OF PENNSYLVANIA

Pierce, N. v. FloatMe Corp.

2025 PS Super 247 · No. 1310 WDA 2024 · Decided November 4, 2025

SUMMARY

The Pennsylvania Superior Court reviews FloatMe Corp.’s appeal from an order overruling preliminary objections seeking to compel arbitration in a consumer class action. The court addresses whether an enforceable arbitration agreement was formed through FloatMe’s mobile-app signup process, including the sufficiency and timing of notice of linked terms and the propriety of supplementing the appellate record with evidence not presented to the trial court. The court denies FloatMe’s application to correct or supplement the record and proceeds to review the arbitration issue based on the record developed below.

CASE DETAILS

COURT	Superior Court of Pennsylvania
WRITING FOR THE COURT	Bender, P.J.E.; Bowes, J.; Stabile, J.
JURISDICTION	Pennsylvania Superior Court
DECIDED	November 4, 2025
DOCKET	1310 WDA 2024
DISPOSITION	affirmed
PROCEDURAL POSTURE	FloatMe appealed as of right from an order overruling its preliminary objections seeking to compel arbitration in a putative class action.
STANDARD OF REVIEW	Review of an order overruling preliminary objections seeking to compel arbitration is limited to whether the trial court's findings are supported by substantial evidence and whether the trial court abused its discretion. Whether an arbitration agreement exists and whether a dispute falls within its scope are questions of law reviewed plenary.
PRECEDENTIAL VALUE	Published and precedential Pennsylvania Superior Court opinion
PARTIES	FloatMe Corp. v. Natalie Pierce, individually and on behalf of all others similarly situated

TOPICS

- arbitration
- appellate procedure
- civil procedure
- consumer protection
- class actions

PRACTICE AREAS

arbitration

civil procedure

appellate procedure

consumer protection

contracts

QUESTIONS PRESENTED

1. Whether the appellate record could be supplemented under Pennsylvania Rule of Appellate Procedure 1926 with screenshots and an amended affidavit that were filed after the trial court ruled and were not before that court.
2. Whether FloatMe established the existence of a valid agreement to arbitrate through evidence of the sign-up screens allegedly presented to Pierce.
3. Whether the online sign-up process satisfied Pennsylvania law, including the requirements announced in *Chilutti*, for an unambiguous manifestation of assent to arbitration and waiver of the constitutional right to a jury trial.
4. Whether FloatMe established that Texas law governed the formation and enforceability of the alleged arbitration agreement.

HOLDINGS

1. Rule 1926 permits correction or supplementation to ensure that the record accurately reflects what occurred in the trial court, but it does not permit a party to expand the record with new evidence that was not before the trial court when it ruled.
2. FloatMe failed to establish the existence of an enforceable arbitration agreement because it did not submit competent evidence showing what screens Pierce viewed when she signed up for FloatMe's services.
3. The alleged sign-up process did not satisfy the requirements for an unambiguous manifestation of assent to arbitration because FloatMe did not show that the screens explicitly informed Pierce that agreeing to the Terms and Conditions waived her right to a jury trial.
4. FloatMe failed to establish that Texas law governed because it did not adequately respond to Pierce's argument that a contractual choice-of-law clause cannot be applied before the existence of a contract is established.

KEY QUOTATIONS

"[Rule 1926] is a tool used to correct clerical errors, supplementing the record with transcripts, trial court opinions, or other documents that should have been certified for our review but were mistakenly omitted. ... We use Rule 1926 to correct omissions from the certified record of documents filed in the court below, not to allow parties to expand the record through the addition of new documents." (at 13)

"This is accomplished by the following: (1) explicitly stating on the registration websites and application screens that a consumer is waiving a right to a jury trial when they agree to the company's "terms and conditions," and the registration process cannot be completed until the consumer is fully informed of that waiver; and (2) when the agreements are available for viewing after a user has clicked on the hyperlink, the

waiver should not be hidden in the “terms and conditions” provision but should appear at the top of the first page in bold, capitalized text.” (at 20)

“Order affirmed. “Application to Correct Record or Alternatively to Consider Document in Reproduced Record” denied.” (at 21)

FACTUAL BACKGROUND

FloatMe operates an internet-based lending application that provides advances to Pennsylvania consumers and charges monthly subscription and express-advance fees. Pierce alleged that the fees produced extremely high annual percentage rates and violated Pennsylvania lending statutes. During the application's sign-up process, FloatMe claimed that Pierce was notified through a hyperlink to online Terms and Conditions containing an arbitration provision and class-action waiver. FloatMe submitted screenshots and an affidavit, but the evidence did not establish that the submitted screens were the screens Pierce saw when she signed up.

PROCEDURAL HISTORY

Pierce filed an amended class action complaint alleging that FloatMe violated Pennsylvania lending and consumer-protection statutes by charging fees that functioned as excessive interest. FloatMe filed preliminary objections under Pennsylvania Rule of Civil Procedure 1028(a)(6), asserting that Pierce agreed to online terms containing an arbitration provision and class-action waiver. The Court of Common Pleas of Allegheny County overruled the preliminary objections, and the Superior Court affirmed. The Superior Court also denied FloatMe's application to supplement or correct the appellate record with screenshots and an amended affidavit filed after the trial court's ruling.

DISPOSITION

affirmed

CASES CITED

- *Chilutti v. Uber Technologies, Inc.*, 300 A.3d 430 (Pa. Super. 2023) (en banc), appeal granted, 325 A.3d 446 (Pa. 2024)
- *MacPherson v. Magee Memorial Hospital for Convalescence*, 128 A.3d 1209, 1213 n.4 (Pa. Super. 2015) (en banc)
- *Rost v. Ford Motor Co.*, 151 A.3d 1032, 1056 n.18 (Pa. 2016)
- *Commonwealth v. Luckett*, No. 987 MDA 2020, unpublished memorandum at 6 n.8 (Pa. Super. filed July 22, 2021)
- *Commonwealth v. Hardy*, 337 A.3d 385 (Pa. 2025)
- *In re T.L.H.*, 336 A.3d 1069, 1080 n.16 (Pa. Super. 2025)
- *Roth v. Columbia District Co. of Allentown*, 89 A.2d 825, 829 (Pa. 1952)
- *Commonwealth v. Brown*, 52 A.3d 1139, 1145 n.4 (Pa. 2012)
- *Humphrey v. GlaxoSmithKline PLC*, 263 A.3d 8, 13 (Pa. Super. 2021)
- *Carvell v. Edward D. Jones & Co., L.P.*, 294 A.3d 1221, 1230 (Pa. Super. 2023)

- Warwick Township Water and Sewer Authority v. Boucher & James, Inc., 851 A.2d 953, 955 (Pa. Super. 2004)
- Commonwealth v. Armolt, 294 A.3d 364, 377 (Pa. 2023)
- Riverview Carpet & Flooring, Inc. v. Presbyterian SeniorCare, 299 A.3d 937, 957 n.14 (Pa. Super. 2023)
- Marks v. Nationwide Insurance Co., 762 A.2d 1098, 1101 (Pa. Super. 2000)

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