

08-2008-CD
Capital One Auto vs Greg Butterfuss

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**

CIVIL ACTION -- (LAW) (EQUITY)

No. 2008-2008-CD

Type of Case: Civil

Type of Pleading: Complaint in Civil Action

CAPITAL ONE AUTO FINANCE
Plaintiff(s)

Filed on Behalf of: Plaintiff

v.

GREG BUTTERFUSS
Defendant(s)

Counsel of Record for this Party:

Paul J. Klemm, Esquire
Nudelman, Nudelman, & Ziering, P.C.
425 Eagle Rock Avenue
Roseland, NJ 07068
973-618-0000 tel
973-618-0647 fax
Attorney ID # 92125

Dated: September 22, 2008

FILED
in 11:42a.m GC 1CC ATTY
OCT 20 2008 1COMPL. SHFF
S William A. Shaw
Prothonotary/Clerk of Courts ATTY PAID
95.00

**PAUL J. KLEMM, ESQUIRE
NUDELMAN, NUDELMAN, & ZIERING, P.C.
425 EAGLE ROCK AVENUE
ROSELAND, NJ 07068
973-618-0000
ID # 92125**

ATTORNEY FOR PLAINTIFF

CAPITAL ONE AUTO FINANCE : CLEARFIELD COUNTY

Plaintiff(s) :

v.

GREG BUTTERFUSS

Defendant(s) :

COMPLAINT IN CIVIL ACTION

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

DANIEL J. NELSON, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830

AVISO

Le han demandado a usted en la carta. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. See avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL

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CAPITAL ONE AUTO FINANCE, INC. : CLEARFIELD COUNTY

:

:

Plaintiff(s) :

:

:

v. :

:

:

GREG BUTTERFUSS :

Defendant(s) :

:

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, CAPITAL ONE AUTO FINANCE, INC. , by and through its attorney, Paul J. Klemm and the law offices of Nudelman, Nudelman & Ziering, P.C., and files the following **Complaint in Civil Action** and in support thereof aver as follows:

1. Plaintiff, CAPITAL ONE AUTO FINANCE, INC., is a corporation licensed to do business in the State of Pennsylvania.
2. Defendant, GREG BUTTERFUSS, is an individual and citizen of the Commonwealth of Pennsylvania, who is believed to currently reside at , 115 REYNOLDS AVENUE, DU BOIS PA 15801.
3. At the request and insistence of the Defendant, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller).

4. Seller thereafter assigned the Contract to Plaintiff, Capital One Auto Finance, Inc.
5. Pursuant to the terms of the Contract, Defendant was to make payments to Plaintiff.
6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.
7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.
8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract and retake possession of the vehicle.
9. After calculating early termination charges due to Plaintiff, and proceeds from sale, if any, Plaintiff avers that a deficiency balance of \$5,010.12 is due from Defendant as of the present date.
10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.
11. Defendant's has made payments totaling \$0.00 and are entitled to credit for said payments.
12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

Wherefore, Plaintiff demands Judgment in its favor and against the Defendant in the amount of \$5,010.12, plus attorney fees of \$1,352.73, continuing interest thereon at the legal rate from the date of Judgment plus anticipated court costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

NUDELMAN, NUDELMAN & ZIERING, P.C.



Paul J. Klemm, Esquire
425 Eagle Rock Avenue
Roseland, NJ 07068
(973) 618-0000

VERIFICATION

The undersigned, Paul J. Klemm, Esquire, hereby states that he is the attorney for Plaintiff in this action and verifies that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief. Counsel has signed this verification at the request of Plaintiff as a matter of time and convenience. Plaintiff has represented to counsel that there is a debt due and owing from Defendant to Plaintiff in the amount as set forth within the foregoing pleading. Plaintiff has provided counsel with all relevant information in order to allow counsel to sign this verification. Plaintiff agrees to provide a verification signed by Plaintiff upon request by Defendant. The undersigned understands that the statements herein are made subject to the penalties of 19 Pa.C.S.A Section 4904 relating to unsworn falsification to authorities.

Date: September 22, 2008



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Nudelman, Nudelman & Ziering, P.C.
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Roseland, NJ 07068
(973) 618-0000

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NUDELMAN, NUDELMAN, & ZIERING, P.C.
425 EAGLE ROCK AVENUE
ROSELAND, NJ 07068
973-618-0000
ID # 92125

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

OCT 20 2008

William L. Schaefer
Attest, *William L. Schaefer*
PROTHONOTARY/
CLERK OF COURTS

CAPITAL ONE AUTO FINANCE

CLEARFIELD COUNTY

Plaintiff(s)

v.

GREG BUTTERFUSS

Defendant(s)

2008-2008-CD

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104809
NO: 08-2008-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE AUTO FINANCE
vs.
DEFENDANT: GREG BUTTERFUSS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NUDELMAN	029719	10.00
SHERIFF HAWKINS	NUDELMAN	029719	36.23

3
FILED
013146081
FEB 03 2009
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CAPITAL ONE AUTO FINANCE

* NO. 2008-2008-CD

Plaintiff

*

vs.

*

GREG BUTTERFUSS

*

Defendant

*

*

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ORDER

NOW, this 26th day of June, 2013, upon the Court's review of the docket and noting no activity for a period of over four years, it is the ORDER of this Court that the case be moved to inactive status. The Prothonotary shall code the case in Full Court as Z-INACTA.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED No cc

07/09/2013

JUN 28 2013

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Z
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William A. Shaw
Prothonotary/Clerk of Courts