

08-2160-CD  
Captial One Auto vs Timothy Anthony

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

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m 2:45 (W)  
NOV 10 2008  
Clerk to ATT & Sher  
William A. Shaw  
Prothonotary/Clerk of Courts

**ATTORNEY FOR PLAINTIFF**

CAPITAL ONE AUTO FINANCE

CLEARFIELD COUNTY

Plaintiff(s)

v.

2008-2160-CD

TIMOTHY ANTHONY

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

#### **AVISO**

USTED HA SIDO DEMANDADO/A EN CORTE  
Si usted desea defenderse de las demandas que se presentan más adelante en las siguientes páginas, debe tomar acción dentro de los próximos veinte (20) días después de la notificación de esta Demanda y Avíos radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aquí en contra suya. Se le advierte de que si usted falla de tomar acción como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamación o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin más aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO, LLAME O VAYA A LA SIGUIENTE OFICINA ESTA OFICINA PUEDE PROVEERLE INFORMACION A CERCA DE COMO CONSEGUIR UN ABOGADO.

SI USTED NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, ES POSIBLE QUE ESTA OFICINA LE PUEDA PROVEER INFORMACION SOBRE AGENCIAS QUE OFREZCAN SERVICIOS LEGALES SIN CARGO O BAJO COSTO A PERSONAS QUE CUALIFICAN.

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

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

**ATTORNEY FOR PLAINTIFF**

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CAPITAL ONE AUTO FINANCE, INC. : CLEARFIELD COUNTY

Plaintiff(s) :

v.

TIMOTHY ANTHONY :

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, TIMOTHY ANTHONY, is an individual and citizen of the Commonwealth of Pennsylvania, who is believed to currently reside at , 331 E SCRIBNER AVE, DUBOIS PA 15801-2261.
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 \$9,317.22 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.

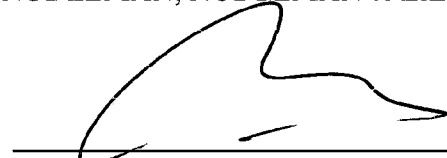
11. Defendant's has made payments totaling \$ 00 and are entitled to credit for said payments.

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 \$9,317.22, plus attorney fees of \$2,515.65, 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.

A handwritten signature in black ink, appearing to read "PAUL J. KLEMM, ESQUIRE". The signature is fluid and cursive, with a large, stylized "P" at the beginning.

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: October 17, 2008



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Paul J. Klemm, Esquire  
Nudelman, Nudelman & Ziering, P.C.  
425 Eagle Rock Avenue  
Roseland, NJ 07068  
(973) 618-0000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-2160-CD

CAPITAL ONE AUTO FINANCE  
vs  
TIMOTHY ANTHONY

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/10/2008 HEARING: PAGE: 104910

DEFENDANT: TIMOTHY ANTHONY  
ADDRESS: 331 E. SCRIBNER AVE.  
DUBOIS, PA 15801-2261

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS 12-2-08 - N/A \_\_\_\_\_

S  
FILED  
8:30a.m. GK  
DEC 16 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 12-2-08 AT 10:35 AM PM SERVED THE WITHIN

COMPLAINT ON TIMOTHY ANTHONY, DEFENDANT

BY HANDING TO Timothy Anthony, Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 331 East Scribner Ave DUBOIS, PA 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR TIMOTHY ANTHONY

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO TIMOTHY ANTHONY

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Mark A. Courier  
Deputy Signature

MARK A. Courier  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104910  
NO: 08-2160-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE AUTO FINANCE  
VS.  
DEFENDANT: TIMOTHY ANTHONY

SHERIFF RETURN

RETURN COSTS

| Description     | Paid By  | CHECK # | AMOUNT |
|-----------------|----------|---------|--------|
| SURCHARGE       | NUDELMAN | 030965  | 10.00  |
| SHERIFF HAWKINS | NUDELMAN | 030965  | 40.23  |

*SHERIFF*  
03:00pm  
MAR 23 2008

William A. Shaw  
Prothonotary Clerk of Courts

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2008

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

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

ATTORNEY FOR PLAINTIFF

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|                               |   |                       |
|-------------------------------|---|-----------------------|
| CAPITAL ONE AUTO FINANCE, INC | : | CLEARFIELD COUNTY     |
|                               | : | COURT OF COMMON PLEAS |
| v.                            | : |                       |
| TIMOTHY ANTHONY               | : | NO. 2008-2160-CD      |

**PRAECIPE TO ENTER JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter Judgment in favor of Plaintiff(s), CAPITAL ONE AUTO FINANCE, INC and against Defendant(s), TIMOTHY ANTHONY, in the above- captioned matter, in the amount of \$11,978.10, for failure to answer the Complaint in twenty (20) days as required by Pennsylvania Rules of Civil Procedure.



PAUL J. KLEMM, ESQUIRE  
Attorney for Plaintiff

NN22466

60  
FILED Atty pd.  
M 12:49 PM 20.00  
OCT 13 2009 1CC Notice  
S William A. Shaw to Def.  
Prothonotary/Clerk of Courts 1CC Atty  
1CC Atty

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

ATTORNEY FOR PLAINTIFF

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|                               |   |                       |
|-------------------------------|---|-----------------------|
| CAPITAL ONE AUTO FINANCE, INC | : | CLEARFIELD COUNTY     |
|                               | : | COURT OF COMMON PLEAS |
|                               | : |                       |
| V.                            | : |                       |
|                               | : |                       |
| TIMOTHY ANTHONY               | : | NO. 2008-2160-CD      |

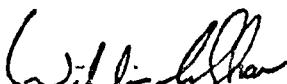
**ASSESSMENT OF DAMAGES**

TO THE CLERK:

Please assess damages against Defendant(s) as follows:

|               |                    |
|---------------|--------------------|
| Real Debt     | \$9,317.22         |
| Interest      | \$ .00             |
| Attorney Fees | \$2,515.65         |
| Costs         | \$145.23           |
| <b>TOTAL</b>  | <b>\$11,978.10</b> |

Damages are assessed as above in the sum of \$11,978.10.



10/13/09

PRO CLERK

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

ATTORNEY FOR PLAINTIFF

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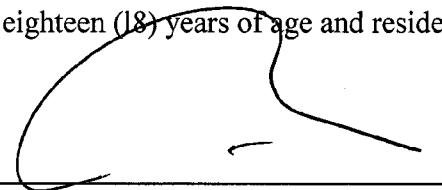
CAPITAL ONE AUTO FINANCE, INC : CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: :  
v. : :  
: :  
TIMOTHY ANTHONY : NO. 2008-2160-CD

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :  
:

The undersigned, being duly sworn according to law, deposes and says that the Defendant is not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldiers' and Sailors' Civil Relief Act of Congress of 1940 as amended;

That Defendant, TIMOTHY ANTHONY, is over eighteen (18) years of age and resides at 331 E SCRIBNER AVE, DUBOIS PA 15801-2261.

  
PAUL J. KLEMM, ESQUIRE  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 6<sup>th</sup> DAY  
OF *October* 2009.

*Katherine E. Dieterle*

NOTARY

NN22466

KATHERINE E. DIETERLE  
Notary Public, State of New Jersey  
My Commission Expires  
July 27, 2010

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, INC : CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
v. :  
TIMOTHY ANTHONY : NO. 2008-2160-CD

**CERTIFICATION**

I, Paul J. Klemm, Esquire, Attorney for Plaintiff, being duly sworn according to law, deposes and says that he deposited in the United States mail a letter notifying the Defendant(s) that Judgment would be entered against them after ten (10) days from the date of said letter in accordance with Rule 237.1 of Pennsylvania Rules of Civil Procedure. A copy of said letter is attached hereto and marked Exhibit "A".



---

PAUL J. KLEMM, ESQUIRE  
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 6<sup>th</sup> DAY  
OF October 2009.

Katherine E. Dieterle  
NOTARY

KATHERINE E. DIETERLE  
Notary Public, State of New Jersey  
My Commission Expires  
July 27, 2010

NN22466

**EXHIBIT "A"**

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, INC. | : | CLEARFIELD COUNTY     |
|                                | : | COURT OF COMMON PLEAS |
| Plaintiff(s)                   | : |                       |
| V.                             | : |                       |
| TIMOTHY ANTHONY                | : |                       |
| Defendant(s)                   | : | NO. 2008-2160-CD      |

To:

TIMOTHY ANTHONY  
331 E SCRIBNER AVE  
DUBOIS PA 15801-2261

Date of Notice : JUL 07 2009

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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

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

Paul J. Klemm, Esq.  
Nudelman, Nudelman & Ziering, P.C.  
425 Eagle Rock Avenue  
Roseland, NJ 07068  
(973)618-0000

NN22466

OFFICE OF THE PROTHONOTARY  
COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

**PROTHONOTARY**

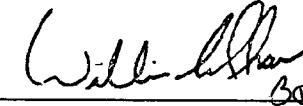
TO: TIMOTHY ANTHONY  
331 E SCRIBNER AVE  
DUBOIS PA 15801-2261

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CAPITAL ONE AUTO FINANCE, INC : CLEARFIELD COUNTY  
: COURT OF COMMON PLEAS  
: :  
v. : :  
: :  
: :  
TIMOTHY ANTHONY : NO. 2008-2160-CD

**NOTICE**

Pursuant to Rule 236, you are hereby notified that a JUDGMENT has been entered in the above proceeding as indicated below.

  
\_\_\_\_\_  
10/13/09  
**PROTHONOTARY**

**JUDGMENT BY DEFAULT**

**MONEY JUDGMENT**

**JUDGMENT IN REPLEVIN**

**JUDGMENT FOR POSSESSION**

If you have any questions concerning this Judgment, please call Paul J. Klemm, Esquire at 973-618-0000.