08-2291-CD
Capital One Auto vs Michael Bungo al

NAN14768

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING REQUIRED.

Goldman & Warshaw, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PO Box 806
West Caldwell, NJ 07007
973-433-2153

CAPITAL ONE AUTO FINANCE, INC.
3901 Dallas Pkwy
Plano TX 75093

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO.: 08-2291-CD

MICHAEL BUNGO
248 EUREKA ST
HOUTZDALE PA 16651-8829
and
MELISSA BUNGO
248 EUREKA ST
HOUTZDALE PA 16651-8829

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 JUDGEMENT 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

5
FILED Atty Pd. 95.00
m19:19/50
DEC 01 2008 (LM) 1CC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts 1CC Atty

COMPLAINT IN CIVIL-ACTION

1. Plaintiff, CAPITAL ONE AUTO FINANCE, INC. , is a business entity authorized to conduct business in the Commonwealth of Pennsylvania with its principal place of business at the above captioned address.

2. Defendant), MICHAEL BUNGO andMELISSA BUNGO is/are adult individual residing at the address above captioned.

3. Plaintiff and Defendant(s) entered into a closed end motor vehicle lease contract which required Defendant(s) to make monthly payments for the utilization of the vehicle.

4. Defendant(s), defaulted on the terms of the lease resulting in a total deficiency of $11,202.98.

5. Attached hereto and incorporated herein by reference as Exhibit "A" is a copy of the lease agreement and deficiency balance documentation.

7. Despite repeated demand Defendant(s) has/have refused, failed ans till refuses to tender payment on this outstanding obligation.

6. Defendant's last payment on account was made on September 13, 2006.

WHEREFORE, plaintiff claims of the defendant(s) the sum of $11,202.98 plus applicable costs, interest and attorney's fees.

Goldman & Warshaw, P.C.

BY:_____
FREDERIC K. WEINBERG, ESQUIRE
Attorney for Plaintiff

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE THIS COMMUNICATION IS FROM A DEBT COLLECTOR
P01N

VERIFICATION

The undersigned, FREDERIC I. WEINBERG, 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.

By: _____
FREDERIC I. WEINBERG, Esquire
Attorney for Plaintiff

EXHIBIT "A"

NAN14768

CAPITAL ONE AUTO FINANCE

MICHAEL BUNGO and
MELISSA BUNGO
3851518

AFFIDAVIT

I, Stephen Ortiz, being duly served sworn according to law, depose and say that:

1. I am the agent for the Plaintiff herein and I am familiar with the files relating to this account;

2. I have personal knowledge of the facts and circumstances in connection with this case;

3. Plaintiff's files are maintained in the usual and ordinary course of business;

4. This action is based on a claim for breach of contract and that damages are sought as a direct result of said breach;

5. After allowing for all offsets and credits, a balance remains on the subject account having account number 3851518 in the amount of $8,844.23; and

6. If called upon, affiant can testify at trial as to the facts pertaining to this matter.

The above facts are true and correct to the best of my knowledge, information and belief.

(Name of Affiant)

Sworn to and Subscribed

before me this 11th day

of June, 2008

Notary Public

NICOLAS RODRIGUEZ
MY COMMISSION EXPIRES
April 9, 2012

FORM PA 23-SLC (Rev. 3/03) SIMPLE INTEREST

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated 10/16/2004

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 1700.00
14.9500 %	$ 9232.56	$ 19530.90	$ 28763.46	$ 30463.46

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
66	$ 435.81	Monthly, beginning 15 NOV 04
	$	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fee: $ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties. e means an estimate

In this Contract we are the SELLER: TEAM AUTOMOTIVE INC. 115 UNION AVE ALTOONA, PA 16602
Name / Address / Zip Code

You are the BUYER(S): MELISSA S BUNGO 248 EUREKA STREET HOUTZDALE PA 16651.
MICHAEL J BUNGO 248 EUREKA STREET HOUTZDALE PA 16651
Name(s) / Address(es) / Zip Code(s)

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

TRADE-IN: You have traded in the following vehicle: 1990 CHEVROLET SUBURBAN
Year and Make / Description

[illegible]

By signing, you select Single Credit Life Insurance, which costs N/A. What is your age? ____ Years

By signing, you select Single Credit Accident & Health Insurance, which costs N/A. What is your age? ____ Years

Signature of Buyer to be Insured for Single Credit Life Insurance

Signature of Buyer to be Insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs N/A. What are your ages?

By signing, you both select Joint Credit Accident & Health Insurance, which costs N/A. What are your ages? Percentage to be insured

1. ____

2. ____

Signatures of both Buyers to be Insured for Joint Credit Life Insurance

Signatures of both Buyers to be Insured for Joint Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
U	2002 MOUNTAINEER	SW				4M2DU86EX2UJ04685

Equipped with: ___ A.T. ___ P.S. ___ AM-FM Stereo ___ 5 Spd. Other ___
___ A.C. ___ P.W. ___ AM-FM Tape ___ Vinyl Top

ASSIGNMENT: [illegible]

~~FIRST COMMONWEALTH BANK~~ Capital One

CO-SIGNER: [illegible]

CO-OWNER: [illegible]

TERMS: The terms shown in the boxes above are part of this Contract.

Itemization of Amount Financed

Cash Price	$ 21087.40
Cash Downpayment	$ N/A
Trade-In: Value of Trade-In	$ 1700.00
Lien Payoff to N/A	$ N/A
Unpaid Cash Price Balance	$ 19387.40
To Credit Insurance Company	$ N/A
To Public Officials for: License, Tags and Registration	$ 83.50
Lien Fee	$ 5.00
To ____	$ N/A
To ____	$ N/A
TEAM FOR DOC FEES	$ 55.00
To ____	$
Amount Financed	$ 19530.90
Finance Charge	$ 9232.56
Total of Payments (Time Balance)	$ 28763.46

Paid to Others on Your Behalf — We may retain a portion of amounts marked

Payment Schedule - You agree to pay us the Amount Financed plus interest in 65 payments of $435.81 each, and a final payment of 435.81. The first payment will be due on 15 NOV 2004 and then payments will be due on that same day of each month following.

PROMISE TO PAY: [illegible]

SECURITY AGREEMENT: [illegible]

[illegible] THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE ENTITLED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

SELLER TEAM AUTOMOTIVE INC
BY: [signature] Date

BUYER [signature] (SEAL) 10/16 Date
BUYER Melissa Bungo (SEAL) 10/16/04 Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.
CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or enforced our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature (SEAL) Address Date

Co-Signer's Signature (SEAL) Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us this security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature (SEAL) Address Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

[signature] BUYER [signature] BUYER CO-SIGNER CO-SIGNER OR CO-OWNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

[illegible] FORM PA 23-SLC (Rev 3/03) [illegible]

ADDITIONAL TERMS AND CONDITIONS

1. HOW THE TOTAL OF PAYMENTS IS COMPUTED: The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. [illegible]

2. COMPUTATION OF INTEREST: We will charge interest on a daily basis on the outstanding balance [illegible]

3. LATE CHARGE: [illegible] agrees to pay a late charge for any payment not made within 10 days after its due date. [illegible]

4. APPLICATION OF PAYMENTS: We will apply payments in the following order of priority: [illegible]

5. PREPAYMENT: [illegible] may prepay, in full or in part, the amount owed on this Contract at any time without penalty. [illegible]

6. WAIVERS.

a. [illegible]

b. [illegible]

7. [illegible] AFTER MATURITY AND JUDGMENT: [illegible]

8. [illegible] SECURITY INTEREST: [illegible]

9. [illegible] ABOUT THE VEHICLE: You will keep the Vehicle in good condition and [illegible]

10. [illegible] ABOUT INSURANCE: [illegible]

[illegible]

11. [illegible] YOU [illegible] SECURITY INTEREST. [illegible]

choice of whether or not to advance any money for these purposes. [illegible] THE INSURANCE WE PURCHASE MAY BE SIGNIFICANTLY MORE EXPENSIVE AND PROVIDE YOU LESS COVERAGE THAN INSURANCE YOU COULD PURCHASE YOURSELF. [illegible] We will add any money we advance on your behalf to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Contract. [illegible] Our payments on your behalf will not cure your failure to perform your promises in this Contract.

12. DEFAULT: In this paragraph "You" means the Buyer, Co-Signer and Co-Owner, or any one of them. You will be in "Default" of the Contract if any one or more of the following things happen:

a. You do not make any payment on or before it is due; or
b. You do not keep any promise you made in this Contract; or
c. You do not keep any promise you made in another Contract, Note, Loan or Agreement with Seller or Assignee; or
d. You made [illegible] statement in the credit application for this Contract; or
e. You committed any forgery in connection with this Contract; or
f. You die, are convicted of a crime involving fraud or dishonesty, or are found by a court with jurisdiction to do so to be incapacitated; or
g. You file bankruptcy or insolvency proceedings, or anyone files bankruptcy or [illegible] proceedings against you; or
h. You take the Vehicle outside the United States or Canada without our written consent; or
i. You use the Vehicle or allow someone else to use it in a way that causes it not to be covered by your insurance; or
j. You do something that causes the Vehicle to be subject to confiscation by government authorities; or
k. The Vehicle is lost, stolen, destroyed or damaged beyond economical repair, and not found or [illegible] within a reasonable time; or
l. Another creditor tries to take the Vehicle or your money on deposit with Assignee by legal process.

13. [illegible] IF YOU ARE IN DEFAULT OF THIS CONTRACT: [illegible]

a. ACCELERATION: We can demand that you pay the entire unpaid balance owing on the Contract and all earned Finance Charges and other money due. [illegible]

b. [illegible] We can do this ourselves, have a [illegible] person do it for us, or have a government official (for replevin) do it for us. [illegible] If you want those things back, you may reclaim them within thirty (30) days of our sending you a Notice of Repossession. [illegible]

c. VOLUNTARY DELIVERY: We can ask you to give us the Vehicle at a reasonably convenient place. You agree to give us the Vehicle if we ask.

d. DELAY IN ENFORCEMENT: We can delay enforcing our rights under this Contract without losing any rights.

14. [illegible] THINGS YOU SHOULD KNOW IF WE REPOSSESS THE VEHICLE: If we repossess without using a government official (by replevin):

a. NOTICE: We will send you a Notice of Repossession to your last address that we know about. This Notice will tell you how to buy back (redeem) the Vehicle. You will NOT have the right to reinstate the Contract. This means you will have to pay the total balance on the Contract and other amounts due. [illegible] This Notice will tell you other information required by law.

b. REDEMPTION: You have the right to buy back (redeem) the Vehicle within 15 days of the mailing of the Notice and at any later time before we sell the Vehicle. If you redeem the Vehicle, we will deliver the Vehicle to you at a place as provided by law, as soon as is reasonably possible, but in not more than ten (10) business days of our receipt of the funds required. If you do not redeem, you give up all claim to the Vehicle.

c. SALE: If you don't redeem, we will sell the Vehicle. The money received at sale will be used to pay costs and expenses you owe, and then to pay the amount you owe on the Contract.

d. SURPLUS OR DEFICIENCY: If there is money left, we will pay it to the Buyer. If there is not enough money from the sale to pay what you owe, Buyer and Co-Signer agree to pay what is still owed to us.

e. EXPENSES: You agree to pay the costs of repossessing, storing, repairing, preparing for sale and selling the Vehicle as may be allowed by law. These costs will only be due if:
1. Default exceeds fifteen (15) days at the time of repossession;
2. The amount of costs are actual, necessary and reasonable; and
3. We can prove the costs were paid.

15. HEIRS AND PERSONAL REPRESENTATIVES BOUND: What [illegible] this Contract shall be enforceable against your heirs and personal representatives of your estate.

16. GOVERNING LAW: This Contract is to be interpreted according to the law of Pennsylvania.

17. [illegible] OF PROVISIONS: If for any reason any part of this Contract shall become illegal, void or unenforceable, that part shall not be a part of this Contract.

18. [illegible] BY BUYER: Buyer shall not assign this Contract.

19. THERE ARE NO WARRANTIES BY SELLER, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS WE HAVE GIVEN YOU A SEPARATE WRITTEN WARRANTY OR UNLESS SELLER ENTERS INTO A SERVICE CONTRACT WITH BUYER WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE OF PROPOSED CREDIT INSURANCE

[illegible] Credit Accident and Disability Insurance coverage will be applicable to this Contract [illegible] This insurance, subject to acceptance by the [illegible] The term of [illegible] Subject to acceptance by the insurer [illegible] In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.

ASSIGNMENT

To induce you the "Assignee" identified on the face of this Contract or as follows, ______________________ (Name) to purchase the [illegible] Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable [illegible] Article 2 of the Pennsylvania Uniform Commercial Code (13 Pa. C.S.A. §2101) [illegible] [illegible] that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty [illegible]

[illegible]

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors, and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest [illegible] "WITH FULL RECOURSE" & "WITH REPURCHASE." Seller's assignment shall, except for the provisions of the [illegible]

☐ WITH FULL RECOURSE—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof of any installment [illegible] forthwith

☐ WITH REPURCHASE—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repossess the Vehicle, Seller will, if the Vehicle is repossessed by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, Seller agrees to the terms of the Assignment.

Seller [signature] By [signature] 10-16-07
Date

[illegible] FORM PA [illegible]

Deficiency

NAN 14768

Debtor Information:	
Account Number:	3851518
Debtor Name:	MICHAEL BUNGO
Address:	248 EUREKA STHOUTZDALEPA166518829
SSN:	[redacted]

Co-Debtor Information:	
Co- Debtor Name:	MELISSA S BUNGO
Address:	248 EUREKA STHOUTZDALEPA16651

Collateral Description:	
VIN:	4M2DU86EX2UJ04685
Year:	2002
Make/Model:	MERCURY MOUNTAINEER

Repossession Vendor Information:	
Repossession Date:	1/15/2007
Repossession Agency:	(PA) Millennium Capital and Recovery
Repossession information:	Invol
Repossession Sale Date:	2/23/2007

Timeline:	
Notice of Intent to sale date:	1/17/2007
Deficiency Letter date:	3/9/2007

How to calculate total balance placed:		
1. Payoff as of repossession:	$15201.65	
2. Principle balance as of repossession date:	$14742.73	
3. Interest owed as of repossession date:	$458.92	
4. Add Repossession vendor fee:	$320	
5. Add Vehicle Remarketing fees:	$277.5	
6. Add unpaid late charges:	$0	
7. Add unpaid other charges:	$0	
8. Subtract auction proceeds:	$6222.5	(Auction proceeds minus the vehicle remarketing fees = line 6) This figure also listed in Trans History.
9. Subtract payments other than Auction proceeds	$0	
10. Current perdiem:	3.48	

How to calculate principle balance placed with firm:	
11. Principle balance:	$8524.23
12. Add Repossession vendor fee	$320
13. Add unpaid late charges	$0
14. Add unpaid other charges:	$0
15. Total principle balance placed with firm:	$8844.23

****Continue to pursue full balance plus interest, this figure is shown for informational purposes only.**

Comments:

Payment History only provides principle balance and can not be used as a payoff or current balance.

Payments post sale including the sale of the unit will post to principle only. (Once principle is paid, it will apply to interest and then to fees to payoff the account)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 2 Services

Sheriff Docket # **104986**

Case # 08-2291-CD

CAPITAL ONE AUTO FINANCE, INC.

vs.

MICHAEL BUNGO and MELISSA BUNGO

TYPE OF SERVICE COMPLAINT

FILED
01:17 PM
DEC 31 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURNS

NOW December 31, 2008 RETURNED THE WITHIN COMPLAINT "NOT SERVED, TIME EXPIRED" AS TO MICHAEL BUNGO & MELISSA BUNGO, DEFENDANT. NEVER RECEIVED ADDL. COPY FOR SERVICE

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GOLDMAN	001972	20.00
SHERIFF HAWKINS	GOLDMAN	001972	14.00

Sworn to Before me This

_____ Day of _____ 2008

_____

So Answers,

Chester A. Hawkins
by Marilyn Hawkins
Chester A. Hawkins
Sheriff

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

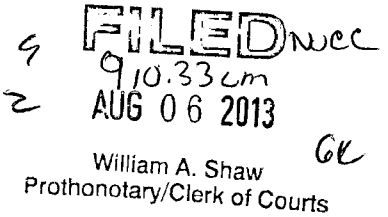
CAPITAL ONE AUTO FINANCE, INC.,	*	NO. 2008-2291-CD
Plaintiff	*	
vs.	*	
MICHAEL BUNGO, et al	*	
Defendants	*	

ORDER

NOW, this 2nd day of August, 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



NAN14768

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING REQUIRED.

Goldman & Warshaw, P.C.
BY: FREDERIC I. WEINBERG, ESQUIRE
Identification No.: 41360
PO Box 806
West Caldwell, NJ 07007
973-433-2153

CAPITAL ONE AUTO FINANCE, INC.
3901 Dallas Pkwy
Plano TX 75093

COURT OF COMMON PLEAS
CLEARFIELD COUNTY

vs.

DOCKET NO.: 08-2291-CD

MICHAEL BUNGO
248 EUREKA ST
HOUTZDALE PA 16651-8829
and
MELISSA BUNGO
248 EUREKA ST
HOUTZDALE PA 16651-8829

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 JUDGEMENT 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.

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

DEC 01 2008

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

COMPLAINT IN CIVIL-ACTION

1. Plaintiff, CAPITAL ONE AUTO FINANCE, INC. , is a business entity authorized to conduct business in the Commonwealth of Pennsylvania with its principal place of business at the above captioned address.

2. Defendant), MICHAEL BUNGO andMELISSA BUNGO is/are adult individual residing at the address above captioned.

3. Plaintiff and Defendant(s) entered into a closed end motor vehicle lease contract which required Defendant(s) to make monthly payments for the utilization of the vehicle.

4. Defendant(s), defaulted on the terms of the lease resulting in a total deficiency of $11,202.98.

5. Attached hereto and incorporated herein by reference as Exhibit "A" is a copy of the lease agreement and deficiency balance documentation.

7. Despite repeated demand Defendant(s) has/have refused, failed ans till refuses to tender payment on this outstanding obligation.

6. Defendant's last payment on account was made on September 13, 2006.

WHEREFORE, plaintiff claims of the defendant(s) the sum of $11,202.98 plus applicable costs, interest and attorney's fees.

Goldman & Warshaw, P.C.

BY:_____
FREDERIC I. WEINBERG, ESQUIRE
Attorney for Plaintiff

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE THIS COMMUNICATION IS FROM A DEBT COLLECTOR
P01N

VERIFICATION

The undersigned, FREDERIC I. WEINBERG, 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.

By: _____
FREDERIC I. WEINBERG, Esquire
Attorney for Plaintiff

EXHIBIT "A"

NAN14768

CAPITAL ONE AUTO FINANCE

MICHAEL BUNGO and
MELISSA BUNGO
3851518

AFFIDAVIT

I, Stephen Ortiz, being duly served sworn according to law, depose and say that:

1. I am the agent for the Plaintiff herein and I am familiar with the files relating to this account;

2. I have personal knowledge of the facts and circumstances in connection with this case;

3. Plaintiff's files are maintained in the usual and ordinary course of business;

4. This action is based on a claim for breach of contract and that damages are sought as a direct result of said breach;

5. After allowing for all offsets and credits, a balance remains on the subject account having account number 3851518 in the amount of $8,844.23; and

6. If called upon, affiant can testify at trial as to the facts pertaining to this matter.

The above facts are true and correct to the best of my knowledge, information and belief.

(Name of Affiant)

Sworn to and Subscribed

before me this 11th day

of June, 2008

Notary Public

NICOLAS RODRIGUEZ
MY COMMISSION EXPIRES
April 9, 2012

C#2385151

FORM PA 23-SLE (Rev. 3/03) SIMPLE INTEREST

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated 10/16/2004

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 1700.00
14.9500 %	$ 9232.56	$ 19530.90	$ 28763.46	$ 30463.46

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
66	$ 435.81	Monthly beginning 15 NOV 04
	$	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fee: $ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

e means estimate

In this Contract we are the SELLER: TEAM AUTOMOTIVE INC. 115 UNION AVE ALTOONA, PA 16602
Name / Address / Zip Code

You are the BUYER(S): MELISSA S BUNGO 240 EUREKA STREET HOUTZDALE PA 16651
MICHAEL J BUNGO 240 EUREKA STREET HOUTZDALE PA 16651
Name(s) / Address(es) / Zip Code(s)

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

TRADE-IN: You have traded in the following vehicle: 1990 CHEVROLET SUBURBAN
Year and Make / Description

If a balance is outstanding on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that [illegible] except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: [illegible] the Vehicle and [illegible] this Contract, you are promising to insure the Vehicle and keep it insured.

CREDIT INSURANCE: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will [illegible] the term of the credit. We may receive a [illegible] benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, which costs $ N/A. What is your age? ____ Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you select Single Credit Accident & Health Insurance, which costs $ N/A. What is your age? ____ Years

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs $ N/A. What are your ages?

1. ____
2. ____

Signatures of both Buyers to be insured for Joint Credit Life Insurance

By signing, you both select Joint Credit Accident & Health Insurance, which costs $ N/A. What are your ages? Percentage to be insured

1. ____ %
2. ____ %

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer:

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract:

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
U	2002 MERCURY MOUNTAINEER	SW				4M2DU86EX2UJ04685

Equipped with ___ A.T. ___ P.S. ___ AM-FM Stereo ___ 5 Spd. Other ___
___ A.C. ___ P.W. ___ AM-FM Tape ___ Vinyl Top ___

ASSIGNMENT: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to subsequent assignees, the term also refers to such subsequent assignees. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

~~FIRST COMMONWEALTH BANK~~ Capital One

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown by the boxes above are part of this Contract.

PROMISE TO PAY: [illegible]

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all [illegible] under this Contract, you give a security interest in the Vehicle, [illegible] attached to the Vehicle at any later time, and in any proceeds of [illegible] including insurance proceeds. The Assignee may [illegible] under this Contract against any of your money on deposit with Assignee. This includes any money which is now or may in the future be deposited with Assignee by you.

[illegible] THIS CONTRACT CONTINUES ON THE REVERSE [illegible]. YOU ARE OBLIGATED TO ALL THE TERMS OF THE CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

By signing below you agree to sell the Vehicle to you under the terms of this Contract.

SELLER: TEAM AUTOMOTIVE INC
BY: *[signature]* Date

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.

BUYER *[signature]* (SEAL) 10/16 Date
BUYER *Melissa Bungo* (SEAL) 10/16/04 Date

Itemization of Amount Financed

Cash Price	$ 21087.40
Cash Downpayment	$ N/A
Trade-In: Value of Trade-In	$ 1700.00
Lien Payoff to N/A	$ N/A
Unpaid Cash Price Balance	$ 19387.40
Paid to Others on Your Behalf: To Credit Insurance Company	$ N/A
To Public Officials for: License, Tags and Registration fees	$ 83.50
Lien Fee	$ 5.00
To	$ N/A
To	$ N/A
TEAM FOR DOC FEES	$ 55.00
To	$
Amount Financed	$ 19530.90
Finance Charge	$ 9232.56
Total of Payments (Time Balance)	$ 28763.46

We may retain a portion of amounts marked *

Payment Schedule - You agree to pay, to us the Amount Financed plus interest in 65 payments of $435.81 each, and a final payment of 435.81. The first payment will be due on 15 NOV 2004, and then payments will be due on that same day of each month following.

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.
CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature (SEAL) Address Date

Co-Signer's Signature (SEAL) Address Date

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise To Pay" section. You are giving us this security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature (SEAL) Address Date

BUYER, CO-SIGNER AND CO-OWNER, AS APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.

[signature] BUYER *Melissa Bungo* BUYER CO-SIGNER CO-SIGNER OR CO-OWNER

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

ORIGINAL - White - DEALER COPY - Canary - [illegible] COPY - Pink - COPY - Goldenrod
© 2003 [illegible] SERVICES, INC

Deficiency

NAN 14768

Debtor Information:	
Account Number:	3851518
Debtor Name:	MICHAEL BUNGO
Address:	248 EUREKA STHOUTZDALEPA166518829
SSN:	[redacted]

Co-Debtor Information:	
Co- Debtor Name:	MELISSA S BUNGO
Address:	248 EUREKA STHOUTZDALEPA16651

Collateral Description:	
VIN:	4M2DU86EX2UJ04685
Year:	2002
Make/Model:	MERCURY MOUNTAINEER

Repossession Vendor Information:	
Repossession Date:	1/15/2007
Repossession Agency:	(PA) Millennium Capital and Recovery
Repossession information:	Invol
Repossession Sale Date:	2/23/2007

Timeline:	
Notice of Intent to sale date:	1/17/2007
Deficiency Letter date:	3/20/2007

How to calculate total balance placed:		
1. Payoff as of repossession:	$15201.65	
2. Principle balance as of repossession date:	$14742.73	
3. Interest owed as of repossession date:	$458.92	
4. Add Repossession vendor fee:	$320	
5. Add Vehicle Remarketing fees:	$277.5	
6. Add unpaid late charges:	$0	
7. Add unpaid other charges:	$0	
8. Subtract auction proceeds:	$6222.5	(Auction proceeds minus the vehicle remarketing fees = line 8) This figure also listed in Trans History.
9. Subtract payments other than Auction proceeds	$0	
10. Current perdiem:	3.48	

How to calculate principle balance placed with firm:	
11. Principle balance:	$8524.23
12. Add Repossession vendor fee	$320
13. Add unpaid late charges	$0
14. Add unpaid other charges:	$0
15. Total principle balance placed with firm:	$8844.23

****Continue to pursue full balance plus interest, this figure is shown for informational purposes only.**

Comments:

Payment History only provides principle balance and can not be used as a payoff or current balance.

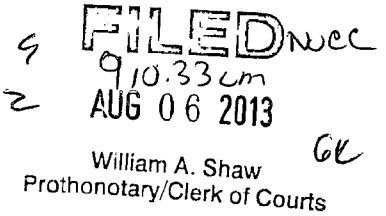
Payments post sale including the sale of the unit will post to principle only. (Once principle is paid, it will apply to interest and then to fees to payoff the account)

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

CAPITAL ONE AUTO FINANCE, INC.,	*	NO. 2008-2291-CD
Plaintiff	*	
vs.	*	
MICHAEL BUNGO, et al	*	
Defendants	*	

ORDER

NOW, this 2nd day of August, 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