

08-2292-CD

Capital One Auto vs Chad Mahlon

NAN15423

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.: 08-2292-CD

CHAD MAHLON

6905 IRISHTOWN RD *

GRAMPIAN PA 16838-8926

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 Any Ppl. 95.00
m 12:30 PM
DEC 01 2008
LM
William A. Shaw
Prothonotary/Clerk of Courts
ICC Sheriff
ICC 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), CHAD MAHLON 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 \$7,158.12.

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 February 1, 2007.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$7,158.12 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.

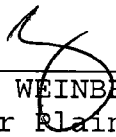
By: 
FREDERIC I. WEINBERG, Esquire
Attorney for Plaintiff

EXHIBIT "A"

NAN15423
CAPITAL ONE AUTO FINANCE

CHAD MAHLON

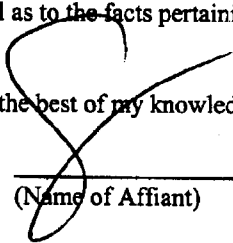
2139610

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 2139610 in the amount of \$5,153.77; 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 20th day

of June, 2008


Notary Public



Dealer Number _____ Contract Number _____

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

| FEDERAL TRUTH-IN-LENDING DISCLOSURES | | | | |
|---|---|---|---|---|
| ANNUAL PERCENTAGE RATE The annual rate of your credit as a yearly rate. | FINANCE CHARGE The dollar amount of 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 make under the loan, including payments as scheduled. | Total Cost of Your Purchase on Credit The total cost of your purchase on credit, including your down payment. |
| 20.25 % | \$ 7872.16 | \$ 13167.21 | \$ 21041 | \$ 21041.00 |

Insurance. You may buy the physical damage insurance this contract requires them to buy from anyone you choose who is licensed to sell and may not be required to buy any other insurance to obtain credit. You may buy or may not buy other insurance but not be a factor in the credit approval.

If any insurance is checked below, policies or contracts from the insured licensee completely will describe the terms and conditions.

Your Payment Schedule Will Be:

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|------------------------------|
| 60 | 368.67 | Monthly beginning 05/08/2006 |

Or As Follows: _____

Check All Insurance you want and sign below:

☐ Credit Life ☐ Saver ☐ Co-Saver

☐ Credit Disability ☐ Buyer Only

Insurer: _____

Credit Life \$ _____ **W/A** _____

Credit Disability \$ _____ **W/A** _____

Insurance Company Name _____

W/A _____

Home Office Address _____ **W/A** _____

Check the insurance and credit disability insurance are not required to finance your vehicle. You decide to buy or not buy credit life and credit disability insurance.

Additional Information: See the contract for more information about terms, conditions, exclusions, and limitations. For more information about coverage, contact your agent.

| ITEMIZATION OF AMOUNT FINANCED | | | | |
|--------------------------------|--|--------|------------|-------------|
| 1 | Cash Price (including \$ | 736.74 | sales tax) | \$ 12735.74 |
| 2 | Total Downpayment | | | |
| | Trade-In | | | |
| | Trade-In (Cash) | | | |
| | Trade-In (Finance) | | | |
| | Gross Trade-In Allowance | | | |
| | Less Pay Off Made By Seller | | | N/A |
| | Equals Net Trade-In | | | N/A |
| | + Cash | | | N/A |
| | + Other | N/A | | N/A |
| | (If total downpayment is negative, enter "0" and see #3 below) | | | |
| 3 | Unpaid Balance of Cash Price (1 minus 2) | | | \$ 12735.74 |
| 4 | Other charges including amounts paid to Others on Your Behalf | | | |
| | (Enter any loan part of these amounts) | | | |
| A | Cost of Optional Credit Insurance Paid to Insurance Company or Companies | | | |
| | Life Term | N/A | \$ | N/A |
| | Disability Term | N/A | \$ | N/A |
| B | Other Insurance Paid to the Insurance Company | | | N/A |
| | (Describe) N/A Term | N/A | \$ | N/A |
| C | Official Fees Paid to Government Agencies | | | |
| | to N/A by N/A | | \$ | N/A |
| | to N/A by N/A | | \$ | N/A |
| | to JOHNSON H & TEMP TAG | | \$ | 10.00 |
| D | Government Fees Not Included in Cash Price | | | \$ 12.00 |
| E | Government License and/or Registration Fees | | | |
| | REG \$ 59.00 | | \$ | 59.00 |
| F | Government Certificate of Title Fees / EXCISE FEE | | | |
| | (Include \$ N/A Excise/Title according to) | | \$ | 27.50 |
| G | Other Charges (Seller must identify who is paid and for what purpose) | | | |
| | to N/A by Prior Credit or Loans Balance | | \$ | N/A |
| | to N/A by N/A | | \$ | N/A |
| | to JOHNSON H & DOC FEE | | \$ | 56.00 |
| | to N/A by N/A | | \$ | N/A |
| | to UNIVERSAL H & GAR COVERAGE | | \$ | 280.00 |
| | to N/A by N/A | | \$ | |
| | Total Other Charges and Amounts Paid to Others on Your Behalf | | \$ | 431.50 |
| 8 | Amount Financed (3 + 4) | | \$ | 13167.24 |
| 9 | Finance Charge | | \$ | 707.41 |
| 7 | Total of Payments-Three (5 + 8 + 9) | | \$ | 21041.65 |

You sign and agree to pay the sales tax, if you choose this insurance, the cost is shown in Item 4b of the Itemization of Amount Financed. Credit the insurance pays the entire part of the amount provided if you die. This insurance pays only the amount you would owe if you paid on your payment on loan. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This coverage does not cover any increase in your payment or in the number of payments. The policies or conditions issued by the insurance companies may further limit the amount that credit life insurance or credit disability insurance provides, due to the policies or conditions to coverage limits or other terms and conditions.

Other Insurance
☐ N/A
 Type of Insurance N/A
 Premium \$ N/A
 Description of Coverage N/A
 Insurance Company Name N/A
 Home Office Address N/A
 N/A
 I want the insurance checked above.
 X
 Buyer Signature Date
 X
 Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay the costs so actually pay to others if any check you give us is returned.

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the amount financed, less \$, is paid in full on or before . Year SELLER'S INITIALS

NO COOLING OFF PERIOD
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____ Co-Buyer Signs _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refuse from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

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 Signs X Ch/Car Date 04/08/06 Buyer Signs X _____ Date _____

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [Signature] Date 04/08/06 Buyer Signs X _____ Date _____

Co-buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____

Seller assigns the interest in this contract to CAPITAL ONE AUTO FINANCE

☐ Assigned with resources
10/10/2010 10/10/2010 10/10/2010
☒ Assigned without resources
☐ Assigned with limited resources

Seller By [Signature] To GM

ORIGINAL LIENHOLDER

ORIGINAL LIENHOLDER:

OTHER IMPORTANT AGREEMENTS

7. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, to the extent permitted by law you agree to repay the amount when we ask for it.
- Security Interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our entire interest in the vehicle as well as yours. If you do not have this insurance, we may, if we choose, buy physical damage insurance. We will buy insurance that covers your interest and our interest in the vehicle. We will tell you the charge you must pay. The charge will be the cost of the insurance and a finance charge at the Annual Percentage Rate shown on the front of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. The term "heavy commercial motor vehicle" means any new or used motor vehicle which is (i) a truck or truck tractor having a manufacturer's gross vehicle weight of fifteen thousand (15,000) pounds or more, or (ii) a semi-trailer or trailer designed for use in combination with a truck or truck tractor. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

- You may have to pay collection costs. If you default and we have to go to court to recover the vehicle, you will pay the reasonable attorney's fees and court costs as the law permits. You will also pay any attorney's fees and court costs a court awards us.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back. If we take it, if we repossess the vehicle, you may get it back by paying the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any other amounts lawfully due under the contract (redeem). Your right to redeem ends when we sell the vehicle. We will tell you how much to pay to redeem. If we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and any other amounts due because you defaulted (reinstate). We will tell you if you may reinstate and how much to pay if you may.
- If you are in default for more than 15 days when we take the vehicle, the amount you must pay to redeem or reinstate will also include the expenses of taking the vehicle, holding it, and preparing it for sale.
- We will sell the vehicle if you do not get it back. If you do not redeem, or, at our option, reinstate, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, as the law allows. Reasonable attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you may have to pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under those contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under those contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- Summary Notice Regarding Prepayment, Rebate of Finance Charge and Reinstatement. You may prepay all or part of the amount you owe under this contract without penalty. If you do so, you only have to pay the earned and unpaid part of the finance charge and all other amounts due up to the date of your payment. Unearned finance charges will not be rebated under this contract because there will never be any unearned finance charges to rebate. If you default and we repossess the vehicle, we may, at our option, allow you to get the vehicle back before we sell it by paying all past due payments, late charges, and expenses (reinstate).

4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. The following paragraph also does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

- Used Car Buyers Guide. 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.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law

Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

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.

NAN15423

Deficiency

Debtor Information:

Account Number: 2139610
 Debtor Name: CHAD MAHLON
 Address: 6905 IRISHTOWN RDGRAMPIANPA168388926
 SSN: [REDACTED]

Co-Debtor Information:

Co- Debtor Name:
 Address:

Collateral Description:

VIN: 1G2NW52E33C230326
 Year: 2003
 Make/Model: PONTIAC GRAND AM

Repossession Vendor Information:

Repossession Date: 3/9/2007
 Repossession Agency: (PA) Renaissance Recovery Solutions
 Repossession information: VOL
 Repossession Sale Date: 4/27/2007

Timeline:

Notice of Intent to sale date: 3/13/2007
 Deficiency Letter date: 5/2/2007

How to calculate total balance placed:

| | | |
|--|--------------------|--|
| 1. Payoff as of repossession: | \$12693.18 | |
| 2. Principle balance as of repossession date: | \$12225.48 | |
| 3. Interest owed as of repossession date: | \$467.7 | |
| 4. Add Repossession vendor fee: | \$0 | |
| 5. Add Vehicle Remarketing fees: | \$532.08 | |
| 6. Add unpaid late charges: | \$0 | |
| 7. Add unpaid other charges: | \$0 | |
| 8. Subtract auction proceeds: | \$6867.92 | (Auction proceeds minus the vehicle remarketing fees = line 8) This figure also listed in Trans History. |
| 9. Subtract payments other than Auction proceeds | \$203.79 | |
| 10. Current perdiem: | 2.8500000000000001 | |

How to calculate principle balance placed with firm:

| | |
|---|-----------|
| 11. Principle balance: | \$5153.77 |
| 12. Add Repossession vendor fee | \$0 |
| 13. Add unpaid late charges | \$0 |
| 14. Add unpaid other charges: | \$0 |
| 15. Total principle balance placed with firm: | \$5153.77 |

****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)

FILED

DEC 01 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2292-CD

CAPITAL ONE AUTO FINANCE, INC.

VS

CHAD MAHLON

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/31/2008 HEARING: PAGE: 104996

DEFENDANT: CHAD MAHLON
ADDRESS: 6905 IRISHTOWN RD.
GRAMPIAN, PA 16838-8926

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED
DEC 17 2008
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 12-3-08 AT 2:55 AM/PM SERVED THE WITHIN

COMPLAINT ON CHAD MAHLON, DEFENDANT

BY HANDING TO Amber Fetterman, Finance

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

ADDRESS SERVED 6905 Irishtown Rd.
Grampian, PA.

NOW AT AM / PM POSTED THE WITHIN

COMPLAINT FOR CHAD MAHLON

AT (ADDRESS)

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

I MAKE RETURN OF NOT FOUND AS TO CHAD MAHLON

REASON UNABLE TO LOCATE

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis
Deputy Signature
James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104996
NO: 08-2292-CD
SERVICES 1
COMPLAINT

PLAINTIFF: CAPITAL ONE AUTO FINANCE, INC.
VS.
DEFENDANT: CHAD MAHLON

SHERIFF RETURN

RETURN COSTS

| Description | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | GOLDMAN | 001988 | 10.00 |
| SHERIFF HAWKINS | GOLDMAN | 001988 | 32.04 |

³ FILED
012:45LM
MAR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

Chester A. Hawkins

Chester A. Hawkins
Sheriff

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

CAPITAL ONE AUTO FINANCE, INC.,
Plaintiff

vs.

CHAD MAHLON
Defendant


*
*
*
*
*

NO. 2008-2292-CD

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

5
2
FILED No CC
0/10:33am
AUG 06 2013
William A. Shaw
Prothonotary/Clerk of Courts
GK