

08-474-CD  
Captial One vs Marc Gelfand al

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

CAPITAL ONE BANK

Plaintiff

No. 08-474-CD

vs.

COMPLAINT IN CIVIL ACTION

MARC J GELFAND I/T/A/D/B/A  
EG AUTO PARTS INC.

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

William T. Molczan, Esquire  
PA I.D. #47437  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
1400 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#06204858

FILED Atty fd. \$5.00  
MARCH 17 2008  
1CC Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff

vs.

Civil Action No.

MARC J GELFAND I/T/A/D/B/A  
EG AUTO PARTS INC.

Defendant

**COMPLAINT IN CIVIL ACTION AND NOTICE TO DEFEND**

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 an 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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
230 EAST MARKET ST., SUITE 228  
CLEARFIELD, PA 16830  
(814) 765-2641, ext. 1300-1301

COMPLAINT

1. Plaintiff is a corporation with offices in 6851 JERICHO TURNPIKE #190 SYOSSET, NY 11791.
2. Defendant is an adult individual residing at 1274 TREASURE LK DUBOIS, PA 15801.
3. Defendant applied for and received a credit card issued by Plaintiff bearing the account number 4791242122020707.
4. Defendant made use of said credit card and has currently a balance due and owing to Plaintiff, as of FEBRUARY 25, 2008, in the amount of \$3,514.21. A true and correct copy of Plaintiff's Statement of Account is attached hereto, marked as Exhibit "1" and made a part hereof.
5. Defendant is in default of the terms of the cardholder Agreement having not made monthly payments to Plaintiff thereby rendering the entire balance immediately due and payable.
6. Plaintiff avers that the Cardholder Agreement between the parties provides that Plaintiff is entitled to the addition of finance charges at the rate of 25.900% per annum on the unpaid balance.
7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the principal balance, finance charges or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands Judgment in its favor and against Defendant, MARC J GELFAND I/T/A/D/B/A EG AUTO PARTS INC. individually, in the amount of \$3,514.21 with

**Important message:****Your account is permanently restricted from future purchases and cash advances due to its past due status.****It's not too late to prevent charge-off. We want to help!**

- Call us at 1-800-955-6600 for a payment solution or to use our free Check by Phone service.
- If you have online account access, log on to your account and pay now at [www.capitalone.com](http://www.capitalone.com).
- If you prefer, simply use the payment coupon below.

The purpose of this letter is to collect a debt. Any information obtained will be used for that purpose.  
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044-0404



VISA ACCOUNT  
4791-2421-2202-0707

SEP 20 - OCT 19, 2004  
Page 1 of 1

**Account Summary**

Previous Balance	\$1,717.92
Payments, Credits and Adjustments	\$0.00
Transactions	\$35.00
Finance Charges	\$36.95
<b>New Balance</b>	<b>\$1,789.87</b>
Minimum Amount Due	\$789.87
Payment Due Date	November 19, 2004
Total Credit Line	\$1,000
Total Available Credit	\$0.00
Credit Line for Cash	\$1,000
Available Credit for Cash	\$0.00

**At your service**

To call Customer Relations or to report a lost or stolen card:  
**1-800-867-0904**

Visit [www.capitalone.com](http://www.capitalone.com) today to manage your account online and receive valuable offers.

Send payments to: Send inquiries to:  
Attn: Remittance Processing Capital One Services  
Capital One Services P.O. Box 85184  
P.O. Box 85015  
Richmond, VA 23285-5184 Richmond, VA 23285-5015

**Important Account Information**

Want to make a difference this November? VOTE! Your vote is important, so get out there on November 2. Only you can make sure your voice is heard. Every vote counts!

**Rewards Summary**

Previous Mileage Balance:	1,649
Miles this Period:	0
Miles due to expire 01/01/05:	0
Redemptions:	0
Ending Mileage Balance:	1,649

The mileage information reported here may not reflect all purchases on this statement or recent redemptions. For No Hassle Rewards questions or to redeem miles, please call the No Hassle Rewards center at 1-877-497-8316.

**Payments, Credits and Adjustments****Transactions**

1	19 OCT	PAST DUE FEE	\$35.00
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You were assessed a past due fee of \$35.00 on 10/19/2004 because your minimum payment was not received by the due date of 10/19/2004. To avoid this fee in the future, we recommend that you allow at least 7 business days for your payment to reach Capital One.

**Finance Charges**

Please see reverse side for important information			
	Balance rate applied to	Periodic rate	Corresponding APR
PURCHASES	\$1,735.71	.07099%	25.90%
CASH	\$0.00	.07099%	25.90%

ANNUAL PERCENTAGE RATE applied this period **25.90%**

▼ PLEASE RETURN PORTION BELOW WITH PAYMENT ▼



0000000 7 4791242122020707 19 1789870150000789872

New Balance **\$1,789.87**  
Minimum Amount Due **\$789.87**  
Payment Due Date November 19, 2004  
Total enclosed \$   
Account Number: 4791-2421-2202-0707

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apartment	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

#90294737780897# MAIL ID NUMBER  
E G AUTO PARTS INC  
MARC J GELFAND  
4671 RT 219  
BROCKPORT PA 15823-1433

Capital One, F.S.B.  
P.O. Box 85184  
Richmond, VA 23285-5184



056481



**1. How To Avoid A Finance Charge.**

**a. Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the important Notice for payments below, and in full, no later than the date to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New balance."

**b. Assessing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is posted to your Account or 3) from the first statement date of the transaction, whichever is earlier. If you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous statement. Unpaid finance charges are added to the applicable segment of your Account.

**c. Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be applied to the purchase segment of your Account.

**d. Terms and Conditions of Finance Charge.** We reserve the right to not assess any or all finance charges for any given billing period.

**2. Average Daily Balance (Including New Purchases).**

**a. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, new purchase, new balance transfer, new special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the daily balance for each segment and add any new transactions and any periodic finance charge calculated for the previous day's balance for that segment. We then subtract any payments or credits posted as of that day and any allocated for that segment or given to the account by bank for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.**

**b. If the code Z or N appears on the front of this statement next to "Balance Rate Applied To," we multiply the average daily balance of each segment by your monthly**

periodic rate. To obtain the average daily balance for the billing period covered by this statement, we take the beginning balance of each segment each day, add any new transactions to each segment, and subtract any payments or credits. If the code N appears on the front of this statement next to "Balance Rate Applied To," we also subtract any unpaid finance charge included in the balance of each segment. Then we take the daily balance of each segment. Then, we add up all the daily balances for each segment for the billing period and divide by the total number of days in the billing period. This gives us the average daily balance of each segment.

**3. Annual Percentage Rates (APR).**

**a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.**  
**b. Under the D (Prime), F (1-mo. LIBOR), C (Certificate of Deposit), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in *The Wall Street Journal*, plus the margin previously disclosed to you.**  
**c. These rates are effective on the first day of your billing period covered by your monthly periodic statement closing in the months January, April, July and October.**

**d. Assessment of Late, Overlimit and Returned Payment Fees.** Your account will be assessed no more than two of the fees listed here that occur during any billing period. Under the terms of your account agreement, we reserve the right to waive or fail to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

**5. Renewing Your Account.** If a membership fee appears on the front of this statement, you have 30 days from the date this statement was mailed to you to avoid paying the fee or any other fees for credit(s) to you if you cancel your account. During this period, we may continue to use your account without having to pay the membership fee. To cancel your account, you must notify us by calling our Customer Relations Department and pay your "New Balance" in full (excluding the membership fee) prior to the end of the thirty-day period.

**6. If You Close Your Account.** You can request to close your account by calling our Customer Relations Department. You must destroy your credit card(s) and account access checks, cancel all preauthorized billing, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a charge your authorization to reopen your account. Additionally, your account will not be closed until you pay all fees and owe nothing, including: any transaction fees, any authorized finance charge, pre-approval fees, overlimit fees, returned payment fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after the date you requested the account to be closed or the reopening of

your account if it has already been closed. For example, if you authorized a purchase from a merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account that has not continued to be assessed, it will be assessed again, until the account balance has been paid in full as defined above.

**7. Using Your Account.** Your card or account cannot be used in connection with any Internet gambling transactions.

**8. Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**BILLING RIGHTS SUMMARY  
(In Case of Errors Or Questions About Your Bill)**

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we send you the first bill or when you first notice the problem appears. You can call our Customer Relations number, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error. If you need more information, a description of the bill or when you first noticed the problem, and the amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you a defaulter or take any action to collect the amount you question.

**† Special Rule For Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the product or service, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

**† Does not apply to consumer non-credit card accounts**

**‡ Does not apply to business non-credit card accounts**

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VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA. C.S. 4904 relating to unsworn falsifications to authorities, that he/she is Nathaniel Rock  
(NAME)  
authorized agent of Capital One Bank, plaintiff herein, that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

Nathaniel Rock  
(SIGNATURE)

WWR# 06204858

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103901  
NO: 08-474-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CAPITAL ONE BANK  
vs.  
DEFENDANT: MARC J. GELFAND I/T/A/D/B/A EG AUTO PARTS INC

**SHERIFF RETURN**

NOW, April 04, 2008 AT 12:01 PM SERVED THE WITHIN COMPLAINT ON MARC J. GELFAND I/T/A/D/B/A EG AUTO PARTS INC DEFENDANT AT WORK LELAND BRAKE & DRUM, SHAFFER AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARC GELFAND, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3321063	10.00
SHERIFF HAWKINS	WELTMAN	3321063	56.79

**FILED**

02:20pm  
JUL 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,

*Chester A. Hawkins  
by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

S  
FILED <sup>1CC + 1 Cert of</sup>  
<sup>m 11:35 am</sup> disc issued to  
OCT 14 2008 Atty. Urban  
*(JM)*  
William A. Shaw  
Prothonotary/Clerk of Courts

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

CAPITAL ONE BANK

Plaintiff No. 08-474-CD

vs. PRAECLP TO SETTLE, DISCONTINUE  
MARC J GELFAND I/T/A/D/B/A & END WITH PREJUDICE  
EG AUTO PARTS INC

Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

Matthew D. Urban, Esquire  
Pa. I.D. No. 90963  
Weltman, Weinberg & Reis, Co, LLC  
1400 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

WWR#06204858

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPIES

**Capital One Bank**

Vs. No. 2008-00474-CD  
**Marc J. Gelfand**  
**EG Auto Parts, Inc.**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 14, 2008, marked:

Settled, discontinued and ended with prejudice

Record costs in the sum of \$95.00 have been paid in full by William T. Molczan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of October A.D. 2008.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary