

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF SUFFOLK
061458/2013

Index No.

AMERICAN EXPRESS BANK, FSB

INFORMATION / APPENDIX 2

-v-

DEFENDANTS "JUST RESULTS" PROPOSAL

PRESENTLY :

DANIEL M ROSENBLUM

JUDICIAL STAY OF PROCEEDINGS OR STIPULATION

Plaintiff attorney of record Zwicker & Associates action commenced July 2013

Amex card 371339213796009

AMERICAN EXPRESS BANK, FSB
100156/2011

INFORMATION / APPENDIX 2 **Index**

-v-

DEFENDANTS "JUST RESULTS" PROPOSAL

PRESENTLY :

DANIEL M ROSENBLUM

JUDICIAL STAY OF PROCEEDINGS OR STIPULATION

Plaintiff attorney of record Jaffe & Asher action commenced March 2011

Amex card 371339213796009

THE FOLLOWING INFORMATION IN THE ABOVE CAPTIONED MATTER(S) IS HEREBY PRESENTED TO THE
GENERAL PUBLIC AND NEW YORK STATE SUPREME COURT, SUFFOLK COUNTY & NY COUNTY....

....AS AN APPENDIX TO MY INFORMATIONAL SUPPLEMENT IN ANSWER TO THE ABOVE CAPTIONED
MATTERS, SUBMITTED BY DEFENDANT DANIEL M ROSENBLUM ("I", "ROSENBLUM" and "DMR" below.)

1. This document is Appendix 2 of 18 to DMRAMEX091513 , Subject: DEFENDANT PROPOSED
"JUST RESULTS" PRESENTLY: JUDICIAL STAY OF PROCEEDINGS ON DEFENDANT'S FUTURE MOTION OR
STIPULATION BETWEEN PARTIES. , Efiled Document #10. This Appendix is introduced and
referred to in DMRAMEX09082013 ¶ 6 , ¶ 7 , ¶ 4, ¶ 10 & ¶, ¶ .

This document/webpage is a rough outline at present and necessitates additional editing.
At paragraph 8 below I go into detail regarding the first of one of two proposed just
result in the matter of Amex v Rosenblum, and then second proposed just result follows
in paragraph 10 below.

1.5 Please cross reference to Appendix 15 of 18 "PRELIMINARY QUESTIONS PRESENTED " ,
titled at ¶31 in DMRAMEX091513 and referred to ¶ 5- ¶¶ , cross referencing DMR's
"Questions Presented" to this current "Just Results" filing Appendix . [{webpage:
QuestionsPresented.php}](#)

1.75 Below, Rosenblum discusses and proposes two alternative "Just Results" in the
present action, following below filing remarks paragraphs 2- 7 below. At Paragraph 8-14
below Rosenblum proposes two alternative Just Results, as defendant, in both cases
100156/2011 and 061458/2013.

1.90 Rosenblum is a staunch advocat(e) of the enforcement of contractual obligation, and
Rosenblum is a staunch advocat(e) of the importance of the banking industry in capital
economy. Rosenblum is a staunch advocat(e) of the power of banking as a driving force for
production, innovation, and efficiency in a capital economy. Rosenblum is a staunch
advocate of entrepreneuria(l) endeavor, entrepreneuria(l) endeavor and innovation go hand in

hand in a capital marketplace; and Rosenblum is Sole Proprietor of 21st Century Digital, which Rosenblum established on December 9, 1996, by filing a DBA with the NY County Clerk's at 60 Centre Street NY NY. Please see concluding paragraph ¶ 33 below, for a link and Efile reference to the final Appendix #18 of 18, "Business Certificates: Daniel M. Rosenblum Sole Proprietor of 21st Century Digital, TTS Industries, and TMTP USA Unlimited." Appendix 18 of 18, Efiled Document #27.

2. Rosenblum is certainly of the opinions that all debts must be repaid. Debt must be repaid. Loans must be repaid. The borrower has a contractual obligation to the lender. Certainly Rosenblum was of mind when making charges on the Amex Card that Amex was due back every penny. A simple fact is that, as described in April 14 2011 Affidavit in Opposition, Rosenblum believes it would be unjust to presently garnish Rosenblum's wages. As in the "Questions presented page", and as otherwise articulated in this filing, Rosenblum is of the impression that he is quite capable of producing in the economy to earn a salary or revenues commensurate to income compatible with a 36,000.00 credit line. In the instant matter, Rosenblum has come to the belief that a just resolution is one where Rosenblum has earnings commensurate with the credit line for the time period since the inception of the credit line. The full time period in question is of great import for a variety of reasons, including the same rationales that a Bank will utilize for interest associated with all finances beginning with the Federal Funds Rate set in Monetary Policy by the Federal Reserve.

3. *American Express as lender must have an expectation of earnings by the borrower associated with the dollar amount loaned or on loan or granted as credit, approved as credit. Here, what would have been the average expectation of earnings associated with a \$36,000.00 line of credit? Over a 5 year, 10 year, or 15 year period average expected earnings per borrower ? I have discussed with Hoeffherr at Jaffe, as well as with representatives of Amex and Zwicker and Jaffe the notion that I intend to pay American Express back, and that the 'just' adjudication would have me do so when earnings are at least in line with projections for earnings expectations associated with a \$36,000.00 line of credit. I have discussed with Hoeffherr at Jaffe as to the Credit Reporting Agencies and this line of credit and my inability to rent a car nationwide, as well as the fact that I do not own a motorized vehicle but rather use a bicycle for my seven mile commute to work daily. Further, I have indicated that when my income goes up from \$ 14.75 per hour to purchases of a vehicle and perhaps even home ownership should take precedence over an allotment of monies to American Express and Jaffe and Asher if there were a default judgement. **My nine page April 2011 Affidavit in Opposition is on file.***

4. Note that in my 4/14/11 Affidavit in Opposition I allude to the fact that I lived without domicile from 1999-2005. Note as well that I indicate variously by way of my tolling motion materials that I am of the mind that until such time that the causal factor supporting the tolling motion is resolved, my tolling motion should be granted in actions where there are statutes of limitations. Here, in the Amex matter, I do not make the case that the full Citibank debacle need be resolved for me to be able to pay back Amex. Rather, at minimum, I am of the opinion that I should at least have earnings similar to what could be expected following a JD MBA, unaffected by the causal factor prompting the toll motion, as of the inception of the Amex credit in respect to anticipated earnings as they pertained to incurring related debt. On several fronts during those years I was advised to forge ahead into the marketplace, to business school and law school, to start anew and that resultant my degrees I would find gainful employment commensurate with my abilities notwithstanding the problematic issues arising from the debacle chronicled in the instant case file in Appendix 6 Efiled Document 14 and related materials. The conventional wisdom advised as well during those years was not to call attention to the trials and tribulations surrounding such debacle and 21st Century Digital, but rather to simply devote my intellect and abilities to other projects which presented. However, the proof is in the pudding that it didn't work. It appears to me in more recent years that the only way to move forward in my career is first and foremost to gain earnings where I am hired and then to resolve the matters of the debacle and rather than not draw attention to such subject matter embrace such subject matter and work with it. This is not the appropriate place to preach about such facets, and I will not dwell on such facets; but the fact is that I did incur educational debt and this Amex debt under the impression that I'd be able to pay back such debt timely and accordingly. I cannot, and I cannot predict when I will be able to. That is where in one scenario, I need cite my tolling motion as a possible just result.

5. I attempted in great earnest to achieve gainful professional employment 2006-2011 with no such luck. My impression is that the unresolved facets of the Citibank debacle worked as obstacles thus far to my finding secure, traditional, professional employment that I am qualified to perform. As time marches on, perhaps that will change. But with limited information and databases as they presently read, perhaps such obstacles have interfered. Personally, I am of the mind that opportunity will present, and that I should not "hide" any of my interaction with the law, as, I have nothing to hide and believe that my full story stands in my good stead as compared to hiding it and having little bits and pieces be interpreted erroneously.

6. When I incurred the Amex debt, and my educational financial aid, I had high hopes that the lenders analyzed my creditworthiness as employers would analyze my ability to produce and serve. But that was not the case, and I am stuck between a rock and a hard

place although ever hopeful that opportunity will present for win-win scenarios. And, I continue to strive towards achieving the success of 21st Century Digital.

And, other factors in the marketplace and in jurisprudence related to my person have presented- even in this very legal matter. Here, now, I have arrived at a conclusion that there are definite relationships between legitimate lending and production; illegitimate lending and production; and success of the economy, and relationship of the same to the legitimate, just practice of the law.

Further, there is an important rule in banking, as it pertains to Permissible Activities and to Tying Financial Services to other Services

7. The most basic 'just result' would have been my paying Amex in full as I graduated from law school and was gainfully employed in law and business (albeit I still would have looked to facilitate the success of 21st Century Digital. I had high hopes in 2007, 2008, and 2009 that I could work in Compliance and make a good salary and during my free time work on 21st Century Digital for several years and push for success). Instead, I only had internships and financial aid as work and income until I was finally hired in 2010 as a street sweeper for the village of ocean beach and then as a truck driver, where i am still employed, for Quality Enclosures.

8. 1 of 2 just results.

Just results # 1: Tolling motion is granted. Here, statute of limitations suspended on all facets of the case including debt owed to American Express until such time that causal factor for tolling is cured. Also therefore tolled or stayed is the statute of limitations on any complaints I have regarding Zwicker and Jaffe Professional Responsibility, and misuse of CPLR. This includes frivolous filings, Notice of discontinuances, operational policies, et cetera as referred to throughout my Labor Day 2013 materials, and as such materials are developed and litigated. Note that tolling motion will require building the motion which will involve facets of permissible activities for bank holding companies and its effects on the business 21st Century Digital. Note all facets of the tolling motion filed in New York State Supreme Court will give notice to the plaintiff American Express about all arguments contained therein. Note that the main thrust of the tolling motion is that the causal factor is the breach in rights originating in 1996 and 1997. However, ancillary factors supporting tolling or staying the instant matter include any abuses off law in the instant matters in Suffolk and Manhattan, therefore Rosenblum will theoretically use discovery to support his allegations against Zwicker and Jaffe. Therefore the alleged abuses will need be articulated and any related actions presumably will be tolled for the same duration.

9. As I indicated on Page 8 of 16 of my East Hampton Justice Court Case # 011003269 June 26th 2002 Tolling Motion (attached hereto by Labor Day filing), my goal for the stay of proceedings is "until such time that the causal factor prompting the movant to make request is relieved" "[[in effect the doctrine of statute of limitations is a temporal limitation placed on legal matters; in this instance, in my motion I am applying the legal terminology of statute of limitations to designate the expiration of a legal time limit imposed on the payment of a fine, the filing of an appeal, and any other matter related to the instant case, effectively stopping the clock retroactively, an action recognized in the legal canon in the school of tolling statutes of limitations, as identified below]]"

10. Just result #2: Stipulation of Discontinuance. I have indicated succinctly to Hoeffher at Jaffe that separate from the "just" decision granting a stay of procedure in this matter, I believe a "just" resolution would be a Stipulation of Discontinuance which I would sign if I had monies in pocket equivalent to the expected earnings over a 5 to 7 year period for a borrower qualified for a \$36,000.00 American Express line of credit in 2006-7 through today in August 2013. Above I allude to the same in paragraph My rough estimate of those earnings (not including an estimate for earnings for 21st Century Digital over the five to seven year period, but, rather, simply practicing in the field of law as an over achiever during 2006 to 2013 with a JD and MBA had not my profile been effected by the causal factor warranting the granting of the tolling motion) rough estimate of \$1 million. I have indicated that I would have no problem signing a stipulation of discontinuance if I presently, during late summer 2013, had \$ 1 million in pocket regardless of the source of such monies- or a contract equivalent to the same- of which I would remit immediately \$ 52,000 to American Express, ending the litigation in Manhattan. Alternatively, the "just" resolution at present would be a stay on proceedings, which I am writing as my Tolling Motion and which I intend to file with New

York County Supreme Court for decision in Index 100156/2011 American Express vs. Daniel Rosenblum shortly.

11. The second just result is as the CPLR allows for a stipulation of discontinuance of the current action alone . That is, any stipulation of discontinuance is a discontinuance of the action in New York State Supreme Court as it relates to the American Express Claim, which would be paid with such figure in pocket, alone, with no other release whatsoever. Presently, Jaffe has stated to Rosenblum verbally that New York State Supreme Court "recognized" or "accepted" the Notice of Discontinuance Jaffe filed on July 15th, and that as such Jaffe see fit to offer a waiver and release for all matters between Amex and its attorneys and Rosenblum. Rosenblum has stated on the 21st Century Digital webpage Public Notice and otherwise (and will otherwise file if necessary) the Jaffe 3217 Notice is a nullity. The stipulation of discontinuance satisfactory to the defendant is one relating directly to the American Express loan, and the income anticipated by the borrower at the time of the loan in the years since the loan. That is, payment in full to the lender by the borrower when the borrower has the sum of monies equivalent to projected earnings at the time of the loan. Here the loan was made in 2007 \$36,000 projected earnings 2007- 2013 not including 21st Century Digital only taking into consideration lawyer with MBA \$36,000 line of credit projected earnings \$1,000,000. Or, if Amex has a projected earnings chart as per paragraph 3 above, we could look at that as an alternative figure. Thus with \$1,000,000 in pocket 50000 is paid to American Express. Stipulation of discontinuance as to the Amex Claim is signed. This removes that action from New York State Supreme Court. That is all. Note that one difference between scenario 1 and scenario 2 is that in scenario 1 breach is resolved or needs to be resolved before any related action is litigated. However scenario 2 does not consider the breach of 1996 nor does it resolve such breach in any way shape or form the causal Factor which would have been the justification for the stay on the action is not resolved at the instant the borrower has the sum of \$ 1 million pertaining to his person causing the Stipulation of Discontinuance and remittance to American Express of \$53,000.00 in full satisfaction of the Hilton Honors card.

12. Insofar as alternative # 2 above, for one thing, the dollar amount is directly anchored to a figure correlating to anticipated earnings by a borrower eligible for a \$36,000.00 credit line which has an interest rate as did the Amex card, for the time period since the inception of the credit line in question. Part and parcel of this logic is that the borrower anticipates, upon acceptance of such loan, that payments to the lender will be comfortable and that commensurate earnings will allow for spending to accumulate property, resources, etc while payments to the lender are made. This is analagous to any analysis that a business would make when taking a loan for business purposes. Supposedly, lenders such as American Express go through a similar analysis prior to lending to consumers and businesses. Businesses, when taking a loan, anticipate through analysis, that interest on a loan is fair when commensurate profits are worthwhile to pay the interest associated with a loan before taking the loan. Banks won't lend in a business initiative which looks like profits won't support the interest, or the business's rent and salaries etc plus the interest. Thus, and for related reasons, presently, as summer ends in 2013, I would stipulate if I had \$ 1 million in pocket and pay in full. However, that figure will not suffice one year from now, as I would have had more earnings. There are presently two additional factors in determining the appropriate figure which I would stipulate at: one, whether the figure should grow with interest similar to the interest Amex charges on its loans, and, two, the costs of Rosenblum's litigation. Following Labor Day 2013, Rosenblum has filed extensive, complex litigation. In one scenario, Rosenblum's filings should be analyzed for purposes of the market value of such a filing because in one scenario, for example the Judicial Order Scenario, Rosenblum would like the cost of this litigation paid by Zwicker an/or Jaffe much in the way that litigants pay to Zwicker and Jaffe their fees for their work for American Express. Presently, however, to simplify matters, Rosenblum states that prior to Labor Day 2013, \$1 milllion would have sufficed to stipulate on one action in either Suffolk or New York, to properly end the action alone and pay amex in full but with no other conditions or releases.

13. Please note that Rosenblum is of the opinion that Rosenblum is entitled to a just result in each action, in Suffolk, and in New York County. That is, Rosenblum is of the opinion that even if, for example, Rosenblum signed a Stipulation of Discontinuance in New York with Jaffe and Asher Discontinuing such matter and paying American Express in full, the Suffolk Index Number is not resolved until such time as a judicial order or stipulation of discontinuance. Earlier this summer of 2013, it was 100% possible that a judge in Suffolk could have found in favor of Amex in the Zwicker filing and granted a default judgment. The case has not been properly resolved, and, given the conduct of Zwicker, there are myriad counterclaims which Rosenblum is entitled to bring in that action and which Rosenblum already would have filed but not for the conduct of the parties and attorneys in both actions, for which reason Rosenblum understands both cases

should be stayed. Rosenblum intends to file a motion to stay proceedings but the writing remains incomplete. Given the circumstances, Rosenblum does not have continuous access to Westlaw and Lexis, and the tolling motion requires much work and deliberation to be properly written and filed. Therefore, again, Rosenblum is of the opinion that he is entitled to a just result in both cases, each of which were commenced by firms licensed to practice in NY and which firms are now subject to the purview of NY State Supreme Court in the Matters of American Express v Daniel M Rosenblum.

14 Given paragraph 13 above, Rosenblum is uncertain how or where a Stipulation of Discontinuance would be filed if the conditions articulated arose; it is certain however that if a stipulation were to be filed, it would be in either NY County or Suffolk County where there is litigation of Amex v. Rosenblum with counter claim subject matter on file; it is also certain that Rosenblum would be the litigant paying the fee for the filing of a valid Stipulation of Discontinuance in accordance with the CPLR. And it is likely that, while ancillary matters would remain unresolved, I would agree to stipulate to terminate the Index # in the same stipulation resolving the Amex Claim if I were filing a stipulation, whereas it is unlikely that I will pay two filing fees for stipulations of discontinuance, one in NY and one in Suffolk while there are unresolved counter claims and/or related claims against attorneys/firms arising from the Index #. Rather, it is likely I will file one in either Suffolk or NY if the conditions present that I am able to do so- and perhaps in addition to resolving the Amex claim terminate the action in such court as a just resolution with no bearing on counter claim. It appears to me I have more counter claims in Zwicker than in Jaffe, in my earnest assessment at this stage of litigation.

Court actions should not be brought haphazardly; litigants, specifically plaintiffs, should be prepared for all consequences once under the purview of a judge in a judicial action in a state court.

Rosenblum, or any defendant, is entitled to an adjudication in an Index numbered case file where litigation was brought on any subject matter borne of ///related subject matter nexus of the case; the discontinuance instrument has associated with it some intent- whether to terminate, or mislead. The attorney working for Amex should be schooled in the significance of legal instruments- of the instrument's purpose and when to properly file it.

Rosenblum does not intend to indemnify both the Rochester/Andover firm, the Manhattan firm Jaffe and Asher AND American Express from ALL related subject matter under the purview of New York State Court presently given the two extant matters with ONE Stipulation of Discontinuance. However, Rosenblum would agree presently to stipulate as per above, and, in such stipulation, agree not to use ONE of the Index #s not to attempt to prosecute against the firm in that matter for the items with a nexus to the subject matter related to Stipulation, and even not to bring a cause of action against the firm in the Stipulated action if Rosenblum were to commence a related subject matter action for a time period of 18 months following the Stipulation. Similarly, Rosenblum, in the first stipulation, would agree not to bring an action on any related claim against Amex for the same time period. The only reason a time period at all is stated is because one cannot foresee the future and while presently Rosenblum has not interest in commencing such an action, who knows what occurrence in the interim might present.

15 American Express v. Daniel M Rosenblum is an extant unresolved litigation in New York State Supreme Court in Index # 06145/2013 in Suffolk County and in New York County as a result of commencement of an action initiated by serving process of a Summons and Complaint on purchased Index Number by the Rochester Office of Zwicker and Associates, PC. The Index number of the unresolved litigation is 06145/2013. The subject matter of the litigation is American Express Hilton Honors Platinum Card 3713 392137 96009 exp.1/11, American Express claim against Rosenblum is \$ 52,000.00 The Rochester Office of Zwicker & Associates filed a Notice of Discontinuance in this matter on July 15 2013, and paid a \$ 35 filing fee to the Suffolk County Clerk causing the case file to move from a status of Active to 'Disposed'. Rosenblum is of the understanding that Zwicker & Associates PC is ineligible to pay the filing fee for CPLR 3317 Notice in this matter, that a "Just" result to the litigation has not yet been achieved, nor has the matter been resolved, in particular given the self same subject matter in litigation in New York State Supreme Court, New York County as described in the below paragraph.

The above Suffolk Index # is an Efile case given mandatory Efiling in Suffolk County when this case was brought by Zwicker on June 20 2013, whereas the below New York Index Number Case file is not Efile given the case was brought in Manhattan March 2011 by

American Express v. Daniel M Rosenblum is an extant unresolved litigation in New York State Supreme Court in an Index #100156/2013 in New York County as a result of commencement of an action initiated by serving process of a Summons and Complaint on purchased Index Number 100156/2013 by the Rochester Office of Zwicker and Associates, PC. The Index number of the litigation is 06145/2013. The subject matter of the litigation is American Express Hilton Honors Platinum Card 3713 392137 96009 exp.1/11, American Express claim against Rosenblum is \$ 52,000.00 The Rochester Office of Jaffe and Asher LLC filed a Notice of Discontinuance in this matter on July 22 2013, and paid a \$ 35 filing fee to the New York County Clerk causing the case file to move from a status of Active to 'Disposed'. Rosenblum is of the understanding that Jaffe and Asher LLC is ineligible to pay the filing fee for CPLR 3317 Notice in this matter, that a "Just" result to the litigation has not yet been achieved, nor has the matter been resolved, in particular given the self same subject matter in litigation in New York State Supreme Court, Suffolk County as described in the above paragraph.

20 series 20 series {§§¶¶ 20 Series}

20 series 20 series {§§¶¶ 20 Series}reference to paragraph 20 series from main document DMRAMEX091513: Banking company/entity with primary revenue source (and in theory ultimate revenue source- everything else should be minimal) revenue source four traditional banking products: loans/discounts/deposits/trusts; when entities to the advantages of banking are limited to such services we unleash the powers of capitalism in industry. Similarly, the tying laws in banking are essential and have always been considered...the notion of four traditional banking products, and the notion of antitrust/tying law are very very basic principals which in fact are writ to unleash the power of capital in the marketplace and spawn productivity efficiency effectively. In the digital marketplace presently (the market for digital services) the commercial entities that are gaining the most revenues ...if you took the share of the marketplace in fee based revenues financial services are probably ...have probably the greatest stake and the greatest revenue stream annually and growing and with virtually no threat whatsoever unless of course this argument is taken seriously- the 21st Century Digital Model is taken seriously. Otherwise, presently, unlike almost any other business there is in digital commerce, financial data processing is fee based, and it's a service. And, it is processing digital data but calling it closely related to banking because its financial data but again, if any industry is to really utilize the power of (what over eons has been defined as) "banking" and "capital" by lenders in a marketplace for a product- is it efficient for the selfsame banks to be up to deriving up to 49% of revenues from fee based services in the industry for the service? Generally, historically, the answer has been no, the power of capital is diminished in a service product or manufactured product when tied to a banking product.

The second axiom in banking referred to is insofar as "tying products", at the end of the day , in order to utilize the data processing service, you must use the deposit service or the loan service. It's a "tie", if there ever was one, and it falls into the category of ties - in the definition of ties- which are not permitted in light of the four traditional banking products loans, discounts, deposits, trusts. However, such analysis is overdue presently, and, part of the problem in present analysis is the esoteric aspect of that which is digital, and the transformation inherent to the birth of the digital industry only in the past few decades in the history of economics and commerce. Over eons there was no such thing in the marketplace- such esoteric, non-tangible, ubiquitous valuable revenue producing service. And, we are at a transition in the economy in the past decade or two. The dot-com boom did not get cured overnight in any way shape or form. And, again, the analyses which take place at the banking level, inherently take into consideration the interest of the banks and while permitted to be processing data, that analysis perpetuates that business model and looks not to risk or sever that \$68 billion revenue stream.

20 series 20 series {§§¶¶ 20 Series} Now, I recognize, the 21st Century Digital product recognizes, that there's not to be a huge transformation, and disallow these behemoth companies to exist commercially but the analysis also needs to be recognized, and a solution is proposed, in the 21st Century Digital network model, which permits, by definition, data processing by the financial services entity as a network administrator and built into the product and nature of the product is competition, non-financial data processing,

21st Century Digital is a staunch advocate of the loan industry, and, the importance of enforcement of obligations.

20 series 20 series {§§¶¶ 20 Series} importance of the enforcement of obligations. importance of the enforcement of contractual obligations; my plea in the case and defense in the case and just results in the case are in keeping with the same. at the same time I am a staunch advocate of the law, how the capital system is supposed function optimally. When there is an obstacle to optimal production and productivity, that is problematic and part and parcel of the place of law and justice, here, symptomatic of a problematic economic environment.

Preliminary articulation/ rough draft of some, but not all of "relief sought": a) in every instance of a settlement associated with a Notice of Discontinuance, nullification of settlement, refund to litigant, and re-trial in every instance; with no prejudice to the defendant, nor weight to payment made to plaintiff associated with such nullification of settlement; rather, a refund to all such defendants only, and the necessity to re-try with prejudice against previous attorney, where all aspects of the claim and reason for non-payment by analyzed prudently towards just adjudication in each case. There is a recognized principal in government insofar as the court clerk acceptance of the filing fee in association with the Plaintiff 3317 Discontinuance; acceptance of the filing fee does not validate the Zwicker or Jaffe ruse. Zwicker and Jaffe are not entitled to refunds of their 35 dollar filing fee nor to the discontinuance. The action of the county clerk changing the status of a case which has no basis in the CPLR for status change given the extant filings does not change the status of the case in the eyes of the authority of the state court system. The clerical error is one that the firm should understand as very basic insofar as legal proceedings are concerned. If the firms misled its client that is the firms' problem, and, if the firms negotiated settlements on false pretenses, that too is the firms problem if the client was advised in a convincing manner that Zwicker was adhering to the law. However, a question arises as to whether the General Counsel to a trillion dollar bank should comprehend the significance to bringing an action (or tens of thousands of actions) in State Supreme Court and how properly to dispose of the individual actions in compliance with and adherence to the law. Where discontinuances have been filed, it is not unreasonable to presume that the Plaintiff attorney has misled the defendant with regards to the significance of the transaction. While generally speaking the burden is on the defendant to understand the law and put forth their rights in a court of law. But, the affirmative action of the Plaintiff attorney in filing the nullity instrument shifts that burden. And, where the court has moved cases' status to disposed- it is fundametally misleading when Plaintiff attorneys do that in proximity to a settlement and misrepresent the significance of the clerk action. In Consumer Credit actions, consumers have no right to an attorney. There is a problematic repetition of the maneuver and tactic by the firms. Rosenblum files insofar as data processing industry is concerned.

Affirmed and signed, (certificate of signature in Efile)

Daniel M Rosenblum September 15, 2013