

In re:

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF SUFFOLK
Index No. 061458/2013

AMERICAN EXPRESS BANK, FSB

-v-

{DMR#28} DMRAMEX08042014 Efiled Document #34 Summary
{please see attached document DMR#26}: As to whether Sallie
Mae Operations call center activity has anything to do with
contract performance, and related legal performance and
obligations, liabilities related.RE: SALLIE MAE & ACS Xerox
AS PROCESSOR TORT OF NEGLIGENCE

DANIEL M ROSENBLUM

Plaintiff attorney of record Zwicker & Associates action commenced July 2013.

Amex card 371339213796009 exp 1/11

and also in re: ..

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK
Index No. 100156/2011

AMERICAN EXPRESS BANK, FSB

-v-

{DMR#28} DMRAMEX08042014 Efiled Document #34 Summary
{please see attached document DMR#26}: As to whether Sallie
Mae Operations call center activity has anything to do with
contract performance, and related legal performance and
obligations, liabilities related.RE: SALLIE MAE & ACS Xerox
AS PROCESSOR TORT OF NEGLIGENCE

DANIEL M ROSENBLUM

Plaintiff attorney of record: Jaffe & Asher action commenced March 2011

Amex card 371339213796009 exp 1/11

1. The contract and similar contracts should be null and void for abuse of process on the part of the lender

2. Abuse of process
3. Contract should be void DMRstates/alleges that he should be able to presently file in the Manhattan case file Amex v Rosenblum digitally "as of right". An RJI has been filed by a debt collector utilizing internet technologies and modern day telecom to "service" loans.
4. Rosenblum states/alleges that within a short time frame all litigants in NY State should be able to file as of right, and digitally serve process to corporations as of right; and have access to communications records which would be potentially used in litigation.
5. Rosenblum states and alleges a direct correlation between the practices of lenders and loan servicers named in this action and certain inequities in jurisprudence which had the result of the current situation whereby DMR can electronically file in Suffolk Amex action but not in the Manhattan Amex action to which Rosenblum seeks joinder of all subject matter for proper judicial review. Rosenblum does not suggest a direct causitive correlation but rather an indirect causitive correlation: during the course of the past decade, of the largest beneficiary of fee based data processing in the US economy are the self same servicers and lenders here named. The same beneficiaries have had the largest influence on the shaping (and lack thereof) the digital processing of jurisprudence; as noted throughout DMRs filing, these lenders and servicers have devoted all operational policies towards minimizing the ease with which a borrower can, of record, convey information and data to the servicer and lender which actually accurately conveys borrowers ability to justly comport with the loan contract in accordance with appropriate jurisprudence with borrowers rights in tact on this average product contract. Such servicers and lenders have and continue to pass on a real cost of their business model to the judicial system, and have taxed that same system all the while lobbying to ensure that due process is more difficult than easy for borrowers, seeking education and premium which should be associated with it more often than not. Here, the situation is one where an RJI has been filed in Manhattan but not in Suffolk, and where Rosenblum can electronically file in Suffolk but not Manhattan; and where it is all but impossible to have some guarantee that an assertion by a borrower will be "of record" to a Corporate Officer at a lender or loan servicer. Here, Rosenblum, during 2006-2011 made certain to provide lenders with accurate imperative information with the expectation that such information would be 'of record' in additional correspondence or dialogue however such reasonable expectation has not occurred.

6. Note that insofar as Zwicker Stephen Bann and Jaffe and Asher concerned, cases marked as disposed are suspect; similarly all cases in this subject matter are suspect insofar as service of process for an answer to a summons and complaint are suspect where the firms or lenders utilize digital technology for items such as vll recorded evidence but the right of digital service of process to the court and the complainant are non-existent
7. Note that the call centers are dial from Phillipines and similarnon-responsible individuals eliciting statements about the contract and giving the impression that information conveyed is of notice to the corporation; however, the corporation is selectively only keeping of record those statements beneficial to the corporation, as call recorded evidence etc. The remaining statements are not passed on to corporate responsible individuals, and are not available in recorded or transcript form to the party making the statements; the corporation has a policy whereby recording by borrower is not permissible.
8. The corporation represents itself as a governmental agency, with governmental powers.
9. HEADING: Rosenblum is of understanding and belief, and alleges, that :
10. Practices are unfair
11. Practices/policies illegitimate
12. Practices/policies adverse effect on judicial system and economy at large
13. Practices/policies directly effect on Rosenblum's ability to pay, and have regular/normal/efficient remainder after payment of principal and interest on monies in US economy during years decade 2006-2015
14. The burden of loss in cited contracts should fall squarely on the shoulders of the lenders due to lenders actions and policies
- 15.
16. Note also, filings not comprehensive. DMR states that the categories, for example, of today's Q1 -Q16 supplements are of great import to DMRs filings, and the articles contained therein evidence DMRs assertions throughout this filing; DMR has accomplished more work on the same categories, and, additional work on such categories for this filing are necessary. And, DMR recognizes the fact that the instant filing , although desired to be filed in the NYC case where an RJI has already been filed, is actually filed only in Suffolk Efile where no RJI has been filed, and, no motion fee is paid. DMR cites his 2002 Southampton tolling motion, which is 9152013 {{{}}; such fees cannot at present are cost prohibitive by DMR; as necessary DMR will cite this 8041014 request for Joinder if the lenders here cited choose to commence litigation under a different docket # rather than recognizing the appropriateness of the joinder subject

matter described in DMRs 08042014 materials. As per this paragraph and related paragraphs, therefore, it is recognized that DMRs 08042014 filing is not suggested to be comprehensive in addressing the relevant and pertinent subject matter and evidence supporting Rosenblum's assertions and claims made herein.

17.

18. In any instance DMR reserves right to amend any letter or correspondence to a motion or discovery notice, and, amend any supplement to an exhibit in evidence for the subject matter herein under examination in any litigation.

19. CORRESPONDENCE PDF: SAMPLING; NOTE THAT NEARLY IMPOSSIBLE FOR DMR TO PROVIDE COPIES OF VOICE RECORDINGS OF IN DEPTH DIALOGUE 2008, 2009, 2010, 2011...THE SERVICER IS ALLEGEDLY SERVICING IE PROCESSING DATA AND KEEPING RECORDS AS THE MAINSTAY OF ITS TASKS.

20. APPENDIX OF PHONE RECORDS FROM AMEX ERA, SHOULD BE IN ZWICKER FILE BUT ALSO OTHER PHONE RECORD FILE.

21. Rosenblum states/alleges that he should be able to presently file in the Manhattan case file Amex v Rosenblum digitally "as of right". An RJJ has been filed by a debt collector utilizing internet technologies and modern day telecom to "service" loans.

22. Rosenblum states/alleges that within a short time frame all litigants in NY State should be able to file as of right, and digitally serve process to corporations as of right; and have access to communications records which would be potentially used in litigation.

23. Rosenblum states and alleges a direct correlation between the practices of lenders and loan servicers named in this action and certain inequities in jurisprudence which had the result of the current situation whereby DMR can electronically file in Suffolk Amex action but not in the Manhattan Amex action to which Rosenblum seeks joinder of all subject matter for proper judicial review. Rosenblum does not suggest a direct causative correlation but rather an indirect causative correlation: during the course of the past decade, of the largest beneficiary of fee based data processing in the US economy are the self same servicers and lenders here named. The same beneficiaries have had the largest influence on the shaping (and lack thereof) the digital processing of jurisprudence; as noted throughout DMRs filing, these lenders and servicers have devoted all operational policies towards minimizing the ease with which a borrower can, of record, convey information and data to the servicer and lender which actually accurately conveys borrowers ability to justly comport with the loan contract in accordance with appropriate jurisprudence with borrowers rights in tact on this average product contract. Such servicers and lenders have and continue to pass on a real cost of their business model to the judicial system, and have taxed that same system all the while lobbying to ensure that due process is more difficult than easy for borrowers, seeking education and premium which should be associated with it more often than not. Here, the situation is one where an RJJ has been filed in Manhattan but not in Suffolk, and where Rosenblum can electronically file in Suffolk but not Manhattan;

and where it is all but impossible to have some guarantee that an assertion by a borrower will be "of record" to a Corporate Officer at a lender or loan servicer. Here, Rosenblum, during 2006-2011 made certain to provide lenders with accurate imperative information with the expectation that such information would be 'of record' in additional correspondence or dialogue however such reasonable expectation has not occurred.

24. Note that insofar as Zwicker Stephen Bann and Jaffe and Asher concerned, cases marked as disposed are suspect; similarly all cases in this subject matter are suspect insofar as service of process for an answer to a summons and complaint are suspect where the firms or lenders utilize digital technology for items such as vall recorded evidence but the right of digital service of process to the court and the complainant are non-existent
- 25.
26. Note that the call centers are dial from Phillipines and similarnon-responsible individuals eliciting statements about the contract and giving the impression that information conveyed is of notice to the corporation; however, the corporation is selectively only keeping of record those statements beneficial to the corporation, as call recorded evidence etc. The remaining statements are not passed on to corporate responsible individuals, and are not available in recorded or transcript form to the party making the statements; the corporation has a policy whereby recording by borrower is not permissible.
- 27.
28. Practices/policies directly effect on Rosenblum's ability to pay, and have regular/normal/efficient remainder after payment of principal and interest on monies in US economy during years decade 2006-2015
29. The burden of loss in cited contracts should fall squarely on the shoulders of the lenders due to lenders actions and policies
- 30.
31. lender is not entitled to process and authority of state enforcement of such contracts garnered whilst operational policy of party is the deliberate abuse of the self same process
32. The goal of educational financing like any loan, should be to drive production efficiecnny in the economy, not to provide a guaranteed premium regardless of the result of the contract
33. Not to provide a guaranteed premium on capital to these commercial entities. Here, these commercial entities are essentially giving money away and expect a guaranteed return with no risk.
34. Not to provide a guaranteed premium to lenders on capital. Here, the abuse of process and unfair dealings are deliberate systemic operational policy which in sum have the effect cumulatively of abusing the court system and a large number of borrowers, stymieing jurisprudence in the sector market, and causing calamitous outcomes for an exceedingly large number of Americans to the insurmountable benefit to the Board and Corporate Officers at the commercial entity.

35. Here, the abuse of process and unfair dealings are deliberate systemic operational policy which in sum have the effect cumulatively of abusing the court system and a large number of borrowers, stymieing jurisprudence in the sector market, and causing calamitous outcomes for an exceedingly large number of Americans SHOULD ___Trump the lenders recourse to a judicial system which has the authority of the state. ___

36. HERE IMPERATIVE SUBJECT MATTER NEEDS REWORDING

37. Here the unfair dealings and abuse of process by the lenders by way of operational policy includes no safeguard on frivoulos filings , minimal safeguard on evaluation of the loan in the first place, and as an operational policy building in the costsTHE lenders operational policy is considering due process in accordance with the law and model rules and overhead which can be minimized as a cost; the abuse of due process as part of an efficient operational policy but its not an efficient operational policy because a business is not entitled to push out the cost of compliance with Model Rules of Prof Responsibility for attorneys handling the materials which come their way to litigate by/for the corporate entity . You can litigate to hearts content, but must abide by model rules and lager judicial framework, and, operational policies cannot cirvumvent the same . The operational policy cannot say we will eat the cost the times we get caught. Cannot have full operational model where that is built in. operational policy contains entitlement to have judicial system to take care of certain costs which the are real costs to the business itself not an entitlement to the business by the people of the state and with reference to the authority of the state.

38. Educational borrowers are entitled to honest dealings in financining education. The current schemata is a scheme in disguise, which has a guaranteed premium for lenders thrown out into the economy- an economy effected by the lenders behavior- including reference to

21st Century Digital critique on banking- where such lenders are not loaning to data processors which would compete with lenders' non-banking profits, and, no better premium to borrowers who do not have earnings with an operational model which circumvents statutes of limitations and creates a lien on the borrowers earnings in the future which, in very large part, have no direct relationship to the services provided/purchased with the loan.

39. There is a % of don't deserve any return- o return whatsoever on the laon and the full educational system presently is providing a premium to these lenders whilst their policies are completely askew, including at the axiomatic basic level of communications parity in the digital age between parties to a contract and access to jurisprudence {note that these lenders are in too big to fail status, and, sell their product as being the most advanced when it comes to processing data in a state of the art manner, and, that, such processing is the mainstay of the behemoth entities processing tens of thousands if not hundreds of thousands of these contracts with offices buildings upon office buildings purporting to be and representing themselves as in the business of accurately and securely and fairly dealing with the public and processing data }

40. In fact, the operational policies are so blatantly warped one sided abusive of due process that any Director on the Board of Directors , general counsel, attorney, would should could intuit know that a percentage of the adjudications are unjust; a reasonable Board member, a reasonable administrator, a reasonable General Counsel would have knowledge that frivolous suits are being filed, call center communications policies are harrassing and abusive, and counter productive and in place to circumvent due process, that judgements and adjudications and liens are being processed erroneously; the knowledge of the error is simple and plain.

41. And a s a point of information, separate from the discover request of deposition, is , the allegation of tort, the harrassment,

the deliberate operational policy of harassment built into operations, ignoring common law and common practice. Looking to circumvent and influence jurisprudence by abuse of process, a question presented is as to whether this is in fact a tort.

42. The policies of the lenders are deliberate towards a result in which there is insufficient deliberations in adjudication leading to inappropriate adjudication with a cost to the judicial system, society at large, the general economy, borrowers, educational institutions,

43. 8

44. The inappropriate adjudication and deliberate policies are recognized by a reasonable person given the facts and the law; further, here, Rosenblum couples the foregoing analysis in the educational loan market with the Rosenblum 21st Century Digital data processing analysis and related banking analysis as it relates to BHCs and Permissible Activities, as well as tying in banking and data processing. The result is an absurd environment in which appropriate jurisprudence has fallen by the wayside, and needs to be corrected. Further, this situation in and of itself would merit additional analysis, correction, and an appropriate adjudication. However, in the case of Rosenblum, in addition, the calamitous set of circumstances is compounded by a similar set of circumstances and factors which continue extant in a corrupt form and bears great similarity to the self same analysis made above. That compounded predicament is the Citibank debacle which effected Rosenblums' business' ability to compete beginning 1996, 1997, 1998, and which effected the person of Rosenblum which Rosenblum has termed a "breach " in liberty rights, please see the Southampton and East Hampton filings . Those circumstances also need correction and merit a tolling in certain statutes of limitations and it should be noted as well, that the lenders here must have been knowledgeable, could have should have been knowledgeable, that Rosenblum's sole source of income in the 8 9 10 years prior to the inception of the loans in question was SSD, Hampton Jitney, ...Note in addition that in the years 07 8 9 10 11 12 Rosenblum not hired anywhere, sole income Village of Ocean Beach in 2010, and then driving a truck 2012----Yet there are 10s

of thousands, 100s of thousands of like situated borrowers during the years in question, who were simple given capital by lenders flush with TARP money cash, NOTE Discovery Request insofar as origination o f funds ; in a scenario where no form of income to support self, and, a large percentage of monies" borrowed " simply paid to educational institutions where the Boards and stockholders are beneficiaries of the monies being lent in payment, and , now, in addition to the receipt of such monies on the paying into the educational institution, these beneficiaries as well look to state the claim that now over the course of the next 20 to 30 years those borrowers are indebted with the interest premium to those lenders and through a systemic contraption circumvent due process, privacy, and privity of contract in absolving the borrowing party of any and all rights associated with the contract which has only to do with the two parties, but the lending party has concocted this system which effects all aspects of the borrowers livelihood both social and insofar as vocation/working etc; its an unfair situation, and, the product is just that- a product- it's a risky product and of the lenders are going to look to safeguard what has been loaned- but compare and contrast this form of loan to the other forms of loans where theres security, or property, or business which secures the loan. Here the lenders have looked to get theose same guarantees by tinkering with the rights of borrowers and the system of jurisprudence in place which carries the authority of the state. And in tinkering, there is a huge violation of due process and [[[reasons why the contract should be void}}}

- 45. **Section on Spending by Sallie Mae**
- 46. **Section on Spending by ACS**

47. Note inefficiencies insofar as communications, insofar as loan servicer and as relates to end goal of justice and court system for processing related litigation

48. Section for Sallie Mae:

49. Lending institutions from 2005 to 2008 created a situation in which it was all but necessary for many individuals to take out student loans to survive.

50. A student loan is a species of loan unlike many, and has a high risk associated with it. The notion of making it 'fool proof'- guaranteed interest income unlike competitive commercial lending- lending with promissory note is foolish (underline '-ish')(emphasize place of promissory note language and legal purpose and history in jurisprudence)(fool proof fool ish) (emphasis intended) . This species of loan varies greatly from all other kinds of business loans and business transactions and is high risk.

51. Yes it is true that educational lending- or, rather- education itself- merits great attention and importance in a nation's economy- yet education need not be a source of revenue to lenders and / or banks in a national economy for a nation to sustain healthy vibrant education. Lenders' policy appears to advocate a national education platform that the lenders purportedly fuel by granting loans for education - and seek to justify that therefore such educational loans merit promissory note and state underwriting as a guarantee to the lender's revenue, and that the same should be enforced by the judicial system at a par greater than commercial credit etc. See all parts, this filing and court case.

52. Another Section in 'Just Results':
53. It would be incorrect to garnish wages. Incorrect to have some sort of a lien on income taxes, and note that there is a class; DMR states note that there is a full class of individuals for whom such results are unjust through no fault on their own; please see section on the economic environment created by the self same lenders (beneficiaries?) see the section on creation of a very difficult situation by lenders making bad loans, \by lenders looking to comply only with certain requisites in a manner which in the end minimizes, unjustly, the model rules of professional conduct by the attorneys that are the nexus between these lenders and jurisprudence.
54. Note that in part the nexus is not solely the attorney at the corporation which has minimized model rule application in implementation of certain technologies to the benefit of such corp while minimizing costs model rule associated technologies; the plaintiff bar as a whole has lobbied successfully as digital technologies are implemented in the court system itself, and, there is a tendency to avoid certain necessary costs given sale of certain systems in the past decade by microsoft or similar. That is to say, for attorneys at lenders and associated corporate policies to facilitate technology and the addressed subject matter, then, it is necessary to examine and develop court systems.
55. Section: the lender does not have a perpetual lien on the borrower's income; there is no perpetual lien on any and all income during the course of these individuals lives; and the capital- there is a large part of the capital that was being lent in the first place during this time period which is borne of TARP, and in many instances lenders had no place to put the money with the guarantee associated with the Promissory Note; that is, there were no ventures which the

lenders could invest in and utilize this money with this guaranteed return guaranteed by these Promissory Notes and then utilize the Promissory Notes with associated interest as if it was guaranteed return; its a n industry fashioned Note which is absurd and ridiculous and which should not withstand proper challenge even as the Industry alleges that its practices are for the benefit of American education. {cite: In new SECTION OF DISCOVERY: DMR seeks discovery of lists of forebearances processed...}

56. SECTION

57. Gesture made by borrower which should be deemed breaking contract, inability to pay, intention not to pay, whatsoever, given circumstances. Insofar as such gestures are concerned, the servicer of the loan has taken a deliberate operational policy to minimize the extent of non-existent records of such gestures such articulations and volition on the part of the borrower to make facts and circumstances known to the lender expose the contract to jurisprudence and the law which such same individual US citizen comports with in all facets of existence but the lender isolates the contract from, for a time period the lender is not entitled . The lifespan of the contract is of one paramount concern here. Such operational policy is evident in the digital era when there is no means whatsoever to provide any such articulation to the lender or the borrower without being practically a JD MBA; compare and contrast communications abilities for all other facets of the business model of the servicer of the loan and the lender; compare that to the operations in servicing the loan and the communications in the servicing of the loan; the true cost of the loan, the true ability to pay it back, on a million loans is unknown by the servicer and the lender, and, deliberately so....deliberately unknown based on operational policies of both the servicers and the lenders.

58. ¶ HESC - Sallie Mae as servicer

59. Inefficient data processing/ servicing

60. **Sallie Mae's data processing system is negligent and is liable under the tort of intentional negligence for providing misinformation regarding the contracts Sallie Mae is servicing, which information HESC and NY State are relying**

61. If Sallie Mae is charged by HESC with the task of processing informational data pertinent to contract maintenance of the educational loan product, Sallie Mae's data processing system set up and maintained by associated salary under contract with HESC and maintained by monies from the US Educational system monies, then, Sallie Mae's data processing system is negligent and is liable under the tort of intentional negligence for providing misinformation regarding the contracts Sallie Mae is servicing, which information HESC and NY State are relying.

62. **tort of intentional negligence insofar as jurisprudence in general**

63. If Sallie Mae is charged by HESC with the task of processing informational data pertinent to contract maintenance of the educational

loan product, Sallie Mae's data processing system set up and maintained by associated salaryunder contract with HESC and maintained by monies from the US Educational system monies, then, Sallie Mae's data processing system is negligent and is liable under the tort of intentional negligence insofar as jurisprudence in general in the United States in concerned. Here, there are several facets of

64. Note as well that the habit of using Social Security numbers for contract maintenance, in particular but not withstanding unlicensed operators- violates the sensibility of US governance. The number is just that- a US Social Security #. Not a number for a collection agent from a credit to card to request from a citizen prior to identifying the subject matter the caller is soliciting in a harassing call, amongst other things. The habit of doing so compromises the governmental purpose of the Social Security #, and adds additional costs to such associated governmental purposes. Consider the reverse scenario, where, account numbers of banking accounts were used and required for identification of an individual. Surely such practice would add costs to the manner in which such account numbers were utilized by the banking company.

65. Further, the concocted system presently of credit reporting all the while the data processing market in general is stymied given stranglehold on such commercial market (see DMR on Dodd Frank 21cents)), results in cruel and unusual punishment associated with contract enforcement which system is a makeshift system of jurisprudence designed to avoid appropriate product market jurisprudence under US Law.

66. RECORDATION OF FACTS ASSOCIATED WITH CONTRACT FOREBEARANCE
PROCESSING OR APPROVAL AND CORRELATION OF SUCH FACT SET WITH

CIRCUMSTANCES AND/OR FACT SET AT ALLEGED CALENDAR DATE OF DEFAULT ON CONTRACT; TEMPORAL PERIOD BETWEEN SET OF FACTS & CIRCUMSTANCES AT FOREBEARANCE PROCESSING, ALLEGATIONS OF DEFAULT, and applied JURISPRUDENCE IN NY STATE

67. Note that offer of forbearance need never have been made; the offer is made because making the offer is advantageous to the contract negotiator. Here, presumably, Sallie Mae fashions such offer as a gift associated with the contract, but, presumably, the gift comes with terms which include relinquishing certain rights and additional terms designed to minimize actual adjudication of the contract.

68. Several questions are presented each which merit examination to determine the extent of negligence in processing contract data en masse in a manner which facilitates jurisprudence as compare with a system which flaunts jurisprudence and rather simply siphons cash in an operational budget associated with absurd data processing:

69. If the circumstances associated with a forbearance are identical to the circumstances at the instance of an alleged default, then, what is the just adjudication by a Judge in NY State Court presented with adjudicating the contract? Is the contract void in the interest of justice? The contract is broken at such instance- separate from the adjudication, and the terms of such adjudication, is it appropriate for a servicer to report information for dissemination about the contract ?

70. If the circumstances associated with a forbearance are identical to the circumstances at the instance of an alleged default, then, what is the just adjudication by a Judge in NY State Court presented with adjudicating the contract? Is the contract void in the interest of justice? If the circumstances associated with a forbearance are

identical to the circumstances at the instance of an alleged default, then, what is the purpose of calls from the Phillipines for the ____ period that the operational practices of Sallie Mae are has as policy on all such contracts serviced ? What is the analysis of changed circumstances from forbearance during such time period ? What is the appropriate standard of negotiation during such time period, and, to what extent is the Corporation liable for records associated with such negotiations as it applies to associated jurisprudence thereafter, when providing information to courts? To what extent is it appropriate that the parties to a contract utilize extrajudicial powers as threat and as real impact on party to contract's socio-economic rights to bargain and negotiate with other parties in the economy, prior to judicial review of the contract and all parameters thereto?

71. To what extent is a lender with data at forbearance processing or loan servicing under obligation when filing suit to provide such information to a judge in a court of law where a default judgment is pending. That is, if there is a fact set associated with a forbearance, is not a judge entitled to review the fact set at forbearance, fact set at time of contract, fact set at contact of record at lender and servicer when the judge adjudicates, and, are not borrowers and lawyers and other judges in NY State entitled to review such sets of circumstances if in fact reasonable adjudication of a contract form is to be derived over time? Is not the US system of law founded and established on precedent set from reasonable adjudication and review of similar cases and circumstances ?

72. Here, in the case of Rosenblum, Rosenblum has indicated a set of circumstances at a processing of forbearance, at the option of the lender, at a time period during which Rosenblum filed on finances in Amex v Rosenblum, which set of circumstances displays an inability to pay- which set of circumstances has not changed. For what purpose is the Corporation calling Rosenblum daily during Spring and Summer 2014 when Rosenblum has indicated the same. To what extent are the operational policies of Sallie Mae facilitating just adjudication of contracts where the dialing system in place generates calls assigned to

callers who have never seen the terms or circumstances of contract failure at the instance of calling? How is there any efficiency towards mutual understanding of fact set by such operational policy? How does the US educational system of financing education achieved by such policy, apart then to facilitate default judgements and inappropriate cruel and unusual punishment and enforcement and misinform the State as to actual long term costs and benefits associated with the current contract form and as the contract form relates to actual jurisprudence? The answer is it fails on every analysis.

73. In other product markets in the economy,

74. just adjudication by a Judge in NY State Court presented with adjudicating the contract? Is the contract void in the interest of justice?

75. Sallie Mae has failed to accurately provide and timely provide HESC with pertinent information on the full volume of loans Sallie Mae is servicing and HESC is guarantor for. Thusly, HESC is not knowledgeable of the extent of its current accounting and liabilities or exposure to liability. In at least one scenario a reasonable person in contract with an entity such as servicer Sallie Mae should or would be aware of the extent of inaccurate data possessed by HESC if HESC has, over the past decade, engaged in litigation over accounts in which there is a presumed default on a contract. This subject matter is of great import on a variety of levels discussed elsewhere in this filing.

One such level or concern is the legality and appropriateness of the form of contract in this market which HESC has a state sanctioned monopoly- the Promissory Note form of contract is the incorrect form in this marketplace, given the legislative purpose of the Promissory Note form as it relates to jurisprudence in whole. The Promissory Note form has a line of precedent which does not comport with the purpose of the form of contract in educational loans, the promissory note form has a line of precedent which does not comport with relative economic position of the parties in educational loans. Litigation and the resultant just adjudications driving progress in the market has thusly been compromised in the current Sallie Mae schemata analyzed above and throughout this filing, and is reason for the {{void, walk away, unfair dealings}} etc as applicable to the contract under analysis and similar contracts.

76. ****move to section: ***** compare and contrast, for example, the mechanism in jurisprudence of allowing systematic Sallie Mae alteration of statutes of limitations on contracts to the mechanism in jurisprudence whereby Rosenblum, and similarly situated parties to contracts, presumably needs judicial review to convert the Manhattan Case Amex v Rosenblum to Efile. {please see DMR 7122014 PDF email to ggalterio...} where the firm is therwise electronically filing and litigating and where the complainant is one of the largest data processors in the world.

77. Of great import given the above subject matter is the party's access to jurisprudence in related markets, as well. Whereas the firms are systematically Efiling summons and complaints in this market with lifetime Efile accounts, yet all the while otherwise, as above, limiting the effect of jurisprudence on their product except to maximize default judgements, elsewhere in other commercial products which the self same borrowers are purchasing manufactured telecom goods and services there is no similar ability for consumers to systematically efile complaints in courts of law. The individuals would

first have to get a number from the courts which is valid for one case only. The consumer does not have the right to digital service of process as of right. In a large majority of telecom goods and services products in order to use the products in the first place the consumer has had to agree in contract to limit the consumers rights and mediate in arbitration or some other forum which is not a state court. Further, in a significant percentage of consumer goods and services in telecom and internet presently the consumer- the self same educational borrower in a significant number of instances- has zero rights insofar as goods and services utilized because the providers such as Google and Facebook are simply 'giving away' the product so long as the terms are agreed to. There is a problem here insofar a jurisprudence driving efficiency and productivity in concert with supply and demand and competition based on successful commercial contract form associated with commercial products, and part of the problem is shed to light above in this matter of the just adjudication of Daniel M Rosenblum's debt incurred during the period 2005-2011.

78. Wmust have ability to authenticate or the info conveyed cannot be used in court or for other legal process. Who owns SLM Corp trademark, get email address. State that it makes sense that the USPTO website is advanced; in digital era, servie of process to the representation o fthe Mark is service of process; where, in a telephone dialogue or otherwise rpresentation on bealf of a trademarked corporate entity,

79. Context of telephone dialogue to other dailogue not of record of imperative import.

80. Note compare and contrast the safeguards in trademark and copyright enforcement in entertainment, and the fees paid by consumers to have use of data of record and enforced. Yet the consumer does not have the same record of data conveyed by and from the servicer or the corporate warranty elsewhere in economy. The network model resolves this dilemma.

81. SECTION REGARDING FORM OF SALLIE MAE AND ACS CONTRACT: PROMISSORY NOTE

82. Note that in 1998, unable to borrow given reports by Citi which caused 'calamitous events'.

83. Note correlation between efforts to circumvent regular applicable reasonable jurisprudence in commerce to 1998 reports by Citi.

84. That is, generally speaking, a loan has collateral etc. And, generally speaking, there is reasonable parity which comports with statutes of limitations when it comes to an commercial deal between two parties, and, the risks associated, and the penalties of default, etc, for the parties in privity. Here, lenders assume a higher stature which is undue; in actuality, educational lending is a high risk venture, and, lenders have attempted to circumvent normal commercial law and jurisprudence through "mechanisms" etc.

85. Lenders here assume an entitlement to burden borrowers for decades following a three year loan period, even though there is great uncertainty insofar as the borrowers ability to maintain the contract. The lenders have undertaken a very risky burden, the borrowers' penalty for default on a single contract is simply that- a default on a contract- the lender is not entitled to thereafter place an undue burden on the borrower in default for decades to come simply because the borrower is in a risky business. To minimize such risks, the lender needs better diligence in lending, and, other manners to address the problem, not through creating an unjust burden when default occurs. In business, there does occur default; generally collateral etc are involved, or, small risks incurred.

86. Additional here on parity in contract, educational loans, etc...
87. Also add Promissory Note as monopoly form for educational lending- and the misrepresentation and damage to economy and lack of efficiency in economic resources. In tough economic times (with a fair share of blame on the self same lenders for the tough economic times), lenders in the Federal Educational lending arena could simply dole out money with the expectation of the Interest on money in the decade to come which in actuality is simply a predatory toll on the the future earnings of the borrowers, and related credit report burdens.
88. Part II Move into : Similarly unacceptable in the current Sallie Mae practice- apart from the above "tax" on earnings of citizens who, if they had not borrowed in the first place, would have earnings and expenditures without the burden of the student debt, it is unacceptable to minimize the the use of telecommunications technologies devoted to ensuring proper jurisprudence and proper receipt of documentation and record keeping from borrowers in servicing loans, and in processing correspondence to lenders from borrowers, and, in processing correspondence intended for Executive Offices and General Counsel and Legal Department.
89. Note Rosenblum's writing on Dodd Frank and data processing etc: This imperative section states that in fact the practices of the Loan Servicers here have had a direct adverse effect on Rosenblum's 21st Century Digital initiative, and, Rosenblum states claim on assets of the Corporation and earnings by the Corporation and shareholders for losses during five year periods 2000=2005, 2005-2010, 2010-2015 and so on while the status of this paragraph remains in effect.
90. SECTION ON CALL CENTER SHAM

91. Within the section on operational policy which on the front end and back end is just throwing out money on a contract which should be void, and which operational policy is taking advantage of communications gap {need a word and description for gulf between communications on the lender end and on the borrower end; both outside the court system and inside the court system and the notion that there have been utterances made, facts conveyed, which are ignored, and are not of record as a direct result of that communications gulf- where else in the economy are negotiations or dialogue regarding the success or failure of a product - here a loan product- moved forward by one party calling another party daily to discuss even if one party doesn't want to discuss anymore ? But in deferring to the court system in operational policy for certain operations and stop gaps - using the court as a stop gap rather than for actual real fair just adjudication on the merits bearing in mind fact sets of mutual understanding and comprehension- section needs to state- putting judges in very very difficult situation
92. putting judges in very very difficult situation
93. putting judges in very very difficult situation
94. Unfair to judges
95. Not only unfair to judicial system and the citizens of the state but putting judges in very very difficult situation, with the knowledge of doing so and operational policy and practice of doing so. In other words, what the judge has in front of him the judge must decide on within the parameters defined for default judgment. However, and, the operational policy is capitalizing of selectively withholding information keeping certain information not of record, and, the default judgment requirements- but the safeguards rely in part on attorneys and the notion of frivolous filing. The corporation here in the model rules has the same responsibilities as the same individual attorney. The frivolous filing standard and line item is a safeguard to both the judicial system and the judge. The judge needs to rely on the fact that the attorney and corporation have in place honest manners of fair dealing. Here, the reasonable individual, or, in this case, the reasonable corporate entity is aware of the effect of the operational policies, and the operational policy is in place for certain results. Very Problematic and putting the judge in a very difficult situation over and over again because the judge needs to trust the fair dealing of the corporate entity and that the information put forward is fair

and honest but the deliberate communications gulf {including inability to refer to record or have responsible identifiable knowledgeable person conduct dialogue, inability to record with ease, the resultant 'psychotic' Sallie Mae call pattern and character of Sallie Mae caller as compared to the reasonable person dialer as representing the corporation regarding the contract}} is absolutely absurd: cite to fact that call after call after call and letter after letter after letter is a percentage of operational budget to perform a task for the State in return for payment by banks and the state to the benefit of the management which crafted the operationanl policy, salaray to the call centers, land and building and other plant costs, and or benefit to shareholders and Board where theres growth and earnings on such practices. But the same operational budget and practices are towards no valid reasonable purpose- theres no accurate record of information conveyed during such process and provision of such data in the litigation process towards just adjudication, theres no alteration of conduct based upon information garnered during that process. Rather, only a record kept of the repeated dialings and mailings, and, the sense is being given to parties involved that such communications are purposeful and of record, when in fact they are not.

96. 14/34 :27

97. Go through contracts textbook, locate items which would void in law or null in law, add to every section and almost all statements

98. 15/34

99. Its okay for a commercial entity to minimize costs- that is an appropriate goal, minimize costs, maximimze profits; however, cannot

minimize costs of law. At every opportunity of the evolution of the current schemata of Dept of Education guaranteed with Sallie Mae as main entity in correspondence with the borrower. The schemata seeks not only to minimize costs, but to minimize risks. Again, obviously, it okay to minimize risks- however, minimize does not permit operational policy which minimized compliance with the law and the judicial system. While it is true that there are compliance checklists, this is not the axiomatic framework of law itself in the political economy. Those compliance checklists assume compliance with a larger framework of justice

100. 16/34

101. The Board of Directors at Sallie Mae are a savvy group of longtime experienced lenders, who profit exorbitantly from the educational system. They are directly responsible as are the corporate officers, for each individual that they do business with. Each and every individual whose career has been effected- whether adversely or beneficially. It's a business product of which they profit off of directly, and will not profit from me in this situation.

102. 17/34the board of directors, the corporate officers are savvy, familiar with law and business, with minimizing risks and maximizing profit, and have put into place policies to minimize and minimize again risk and costs. But have, in the process, taken out fundamental axiomatic legal safeguards in the process.

103. 18/34

104. The end sum result of non compliance with judicial system is an adverse effect on those who function in the system looking to earn, etc. In the end, this Board is directly responsible, and their profits should be directly accountable in instances where large numbers of borrowers have been duped.

105. 19

106. Note that this total sum effect is one of "sham" an analogy if party contracted to opportunity to borrow- in environment unaffected by parties' policies- you qualify on fair analysis, (cite section which shows unfair analysis- but here in proverbialy analysis- you qualify) here, axiomatic to 'qualification' facet is the deceitful impression to the borrower that the system generating the loan is not influencing the larger system in which theres an ability to pay back.....analogy where one player effects larger group- analogy to bay area where japanese shrimp are coming innnow- theres a chance they will deplete nturients on east coast. Marine biologists profit from japanese shrimp but enter into contract withtuna salesman without informing about depletion of nutrients in bay area by shrimp, if the marine biolgists were knowledgbable and in fact had caused such depletion through both direct and indirect actions, that would null and void the tuna contract, one where there was a guaranteed purchase by marine biologist behemoth which is profiting from japanese shrimp, call them MMMBBBB. MMMBBB loans monies to AAA and guarantees AAA purchase of tuna catch, which revenues will suffice, with profit, to pay back the loans. The guaranteed purchase is for a 20 year term of 500,000 of tuna per year. Loan covers first five years of operations for first five years but nothing thereafter. But at end of the 5 year term theres no tuna left due to depletion. At which time monies are due to lender, now from a different product market due to impetus of lenders actions.

107. 19-24 mistake]

108. 25/34insofar as those mechanisms in place in this market concocted to minimize risk where risk exists, large amount of risks exist, the more appropriate allocation of risk is not a promissory note form but rather some sort of lien on the recipient of the funds, in

this case, the product, the educational institution. Compare and contrast to any other loan type such as auto or business, where there is a secured interest on the part of the lender on the product purchased or the goods being utilized...in the case of industry...here, it would be as if ...in those markets it would be as if there were no acceptability of the return of the auto or repossession of the property machinery or plant, but rather a lien or garnishment on the same sum of monies on the borrower, and, the garnishment of wages for 30 years. It is incorrect in this market to remove from the allocation of risk the educational institution. In one scenario it is more appropriate for the educational degree to take a longer term than to simply loan out 400,000 with all the risk on the earnings of the borrower and none on the educational institutions. If the salary of the presidents of the university is contingent on acceptance into program and approval of loan, and then, virtual guaranteed return to the lender for 30 years at a rate of say 10% of borrower's income for 30 year period irrespective of success or failure of product. And of course, the associated hubbub, call center, avoidance of justice, etc. which borrower subjected to.

109. 26

110. In section regarding Sallie Mae telephone and negotiations borne of the psychotic operational policy of manner and presentation of calls and to and from dialogue and qualifications of the caller, note that the operational policy empowers a negotiation by the "psychotic caller" which is the Sallie Mae crew- never the same individual with knowledge, rather, one after the other after the other, no continuity of dialogue b/c always a different person- analogous to multiple personalities individual calling incessantly. Note that the "psychotic caller" is empowered to negotiate, notwithstanding that borrower's situation changes- which is probably a justification for repeated calls- "I'm here to help you with your loan". Those negotiations end up in an agreement, based on the instant situation of the borrower- although the same circumstances are changing dramatically for the same borrower; by nature, in situations where there's an inability to pay back, in a borrower profile which was a wrongful loan in the first

place, on a promissory note which was the incorrect form, etc, in those situations you have the negotiation and empowerment to re-contract and alter the statutes of limitations, although there is probably no record of the fifteen times that the borrower had dialogue in earnest where varied scenarios of earnings occurred different from the instance there is an agreement concocted resultant the unfair operational policies and tactics in negotiations in which the borrower is could be very misled regarding the consideration of the actual success or failure of the product and relationship of jurisprudence to the product....because obviously the borrower wants to make good on the loans, but if there had been a reasonable dialogue it would be understood that there's no certainty of the ever-changing circumstances and situation of that class of borrower, with the likelihood of additional new default of new agreement, which agreement made between Sallie Mae psychotic caller, and the borrower whom of course wants to pay back, but has already conveyed information that such borrower is unable to fulfill the contractual obligation which should have kicked off litigation and proper adjudication not a scenario of the psychotic servicer which has no recollection of previous dialogues and the expectation that facts and circumstances from correspondences over the term of being in privity with the loan servicer/information processor are part and parcel of the new agreement and terms of the new agreement in the parties' realistic assessment of success or failure of the product

Note to all parts DMRAMEX08042014 items {DMR#23} through {DMR#36} and Supplements DMRAMEX08042014 {Q1- Q19} which cumulatively are DMRAMEX08042014 Efiled Documents #29 through #62; today's filings are not comprehensive. Presently all parts are filed today for August 4th given a variety of factors mostly pertaining to resource allocation and the calendar. DMR cannot spend more weekends working on this necessary filing presently, and is working as a truck driver presently Monday thru Friday. However, the subject matter and format and titles and content of the

documents today filed suffice to give Notice of all parts of DMRs contentions, allegations, assertions, etc to the intended recipients of this correspondence filed in NY State Supreme Court presently. DMR states that the categories, for example, of today's Q1 -Q16 supplements are of great import to DMRs filings, and the articles contained therein evidence DMRs assertions throughout this filing; DMR has accomplished more work on the same categories, and, additional work on such categories for this filing are necessary. And, DMR recognizes the fact that the instant filing , although desired to be filed in the NYC case where an RJI has already been filed, is actually filed only in Suffolk Efile where no RJI has been filed, and, no motion fee is paid. DMR cites his 2002 Southampton tolling motion, which is 9152013 {{}}; such fees cannot at present are cost prohibitive by DMR; as necessary DMR will cite this 8041014 request for Joinder if the lenders here cited choose to commence litigation under a different docket # rather than recognizing the appropriateness of the joinder subject matter described in DMRs 08042014 materials. As per this paragraph and related paragraphs, therefore, it is recognized that DMRs 08042014 filing is not suggested to be comprehensive in addressing the relevant and pertinent subject matter and evidence supporting Rosenblum's assertions and claims made herein.

In any instance DMR reserves right to amend any letter or correspondence to a motion or discovery notice, and, amend any supplement to an exhibit in evidence for the subject matter herein under examination in any litigation.