

In re:

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

AMERICAN EXPRESS BANK, FSB

-v-

DMR Section on Statutes of limitations

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 Section on Statutes of limitations

DANIEL M ROSENBLUM

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

Amex card 371339213796009 exp 1/11

1. Section on Statutes of limitations:

2. Statement regarding statute of limitations and Rosenblum's person re EH tolling motion please see:

- (1) {DMR#6} Appendix 4 of 18 to DMRAMEX091513 ¶ 9 ¶
¶¶¶¶¶¶¶¶¶¶. Subject : TOLLING MOTION SUPPORT: June 26 2002
EAST HAMPTON VILLAGE TOLLING MOTION AS BASIS FOR NEW
SIMILAR MOTION TO STAY PROCEEDINGS Efiled Document #12.
can be reviewed at
<http://www.twentyfirstcenturydigital.com/EHTollwebTTS.php>

3. In depth analysis necessary regarding statute of limitations as it relates to deferments and qualifications for income based repayment; refer back to telephone calls and recordings.
4. Refer to transition to digital and, calculated use of technology. No operators with legal authority, no record. Request to communicate to lender. Calculated operations to collect and not to litigate. Instances where bank/lender operations have affected borrower ability to remit.
5. Tolling Motion Part A
6. Tolling Part B
7. Hereby request toll on statutes of limitations till determination appropriately made insofar as whether there exist "like situated" or "similarly situated" debtors to Plaintiff whereby such debtors' statutes of limitations on litigation to adjudicate towards just results have been effected by similar Deferrals or Deferred Payment Plans to debtors who state inability to pay on the loans due to factors surrounding 2006-2010 in the area of financial services as it relates to internet commerce. That is, DMR in associated Paragraph states that DMR insisted during 2011 and 2012 that there were problems evident which had occurred presently to the extent that debtor foresaw inability to meet obligation absent/without dramatic sweeping economic change to debtor profile. Lender, in such situation, has simply deferred, through operations designed towards such ends, in a manner which tends not to result in just result and is accomplished through operational decisions towards unjust result usurping debtors ability to litigate towards just result with commensurate positive , just result insofar as bank lending and productivity is concerned. Here, operationally, there is no record nor manner to efficiently create record of actual circumstances at deferrment and in aftermath; the servicer of the loan has contracted to provide a service to upkeep the justice associated with the loan, in connection as well with rules and legislation

associated with the HESC as guarantor and US Federal Department of Education. The loan servicer is not providing such service in a manner to facilitate just results given communications technology for processing plaintiff and defendant interaction during the course of the loan.

8. Note that DMR states that TTS enterprise initiative in marketplace, and insofar as associated revenues, in 2014, is handicapped given certain lending associated with data processing in 2014 functions not answerable to supply and demand and level playing field for litigants, but, rather, following a cost benefit use of technology which operationally circumvents Model Rules of Professional Responsibility and NY CPLR during the process of servicing the loan.

9. A simple fact is that records associated with such processing tend towards reducing debtors' ability to pay back over the long term in a fair manner. Here, if debtor were in 2014 to find gainful employment at a salary of 94,000 per annum, note that debtor had several years 2006-2014, and even 1995-2006, with little to no income yet needs to purchase vehicle and residence etc including health care and savings. Reduction of salary of 94 K at a rate which would have been calculated in Year 3 since inception of educational loan in 2009, such rate is being calculated at same percentage in 2014 which is year 8 since inception of loan yet borrower has basic expenses from such 8 year period which must be budgeted from 94 K for each of eight years in monthly expenses allocated to upcoming five year period and ten year period. Doing so as well facilitates borrowers fair participation in a marketplace which is effected by the practices of the litigants in the same legal jurisdiction.

10. Regarding Applying a Forbearance or Deferment to the contract and effect on statutes of limitations
11. § 90. Promise Reasonably Inducing Action Or Forbearance
 - (1) A promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise. The remedy granted for breach may be limited as justice requires.
12. ¶ SECTION ON STATUTES OF LIMITATIONS IN NEW YORK STATE AND THE UNITED STATES IN GENERAL
13. If a corporate entity seeks to alter the statutes of limitations applicable to a commercial transaction or contract in New York State, or elsewhere in the US, the appropriate manner is to seek a judicial order in a tolling motion. Following judicial review, the statutes of limitations may be tolled. Extending statutes of limitations is not a discretionary occurrence at the will of one party to a contract. As to whether two parties can agree to extend statutes of limitations other than as is provided by law is not a simple analysis; nor is whether such agreement as to a contract has been made justly. Note that in practice, as embedded operational policy, Sallie Mae has call centers in the Phillipines with limited communications operational practices which are verbally processing a Sallie Mae mechanism which Sallie Mae has operationally put forth as a valid mechanism of altering the statutes of limitations (and the contract as a whole) applicable in NY State (and elsewhere in the US) without judicial

review and no manner for the non Sallie Mae party to review the dialogue in processing the alteration in statute of limitations. The mechanism is in use for the full amount of loans processed by Sallie Mae.

14. Note by reference here that Rosenblum's Southampton tolling motion is incorporated into this filing 9/15/2013 as item _____, above.

15. Statutes of Limitations Sallie Mae payments due

16. Sallie Mae: all accounts/loans in the name of Daniel M Rosenblum, birth date March 23 1969, telephone number 917-741-5319, mails received at PO Box 3377 Grand Central Station New York NY 10163.
17. Be it known that through no fault of the person of Daniel M Rosenblum, the person of Daniel M Rosenblum shall not make any payment whatsoever at any time on the accounts/loans purportedly being serviced by Sallie Mae and ACS Xerox.

18. Note that major financial services players in US economy are largest processors of data in US economy. Note that the only service rendered by servicers Sallie Mae and ACS Xerox are data processing, and, Rosenblum alleges that the operational policies of Sallie Mae and ACS Xerox are calculated only to derive the largest profit from the educational system whilst minimizing actual jurisprudence pertaining to such important commercial transactions in the US economy. Note that Rosenblum alleges that the major US lenders lobbied to concoct the current schemata in educational lending which only taxes the educational system to the profit of such servicers' Board and stock holders and executives, and wage earners at such "servicers" which policies are also calculated to avoid compliance with Professional Rules of Responsibility for the legal departments in such corporate entities.

19. Note that all parts in DMRs 091513 constitute subject matter applicable to Rosenblum's assertions above insofar as the above referenced loan contracts, Rosenblum's inability to pay, and, that it would be unjust to report such loans as default, unjust to garnish Rosenblum's wages or taxes, or seek additional comment or action on the same from Rosenblum today in July 2014 and continuing.

20. Loan 1 first payment due :

21. Loan 2 first payment due: 10/10/2008 ; note that 10/10/2013 is 5 years thereafter yet on June 29 Sallie states 3 payment dates have been missed rather than 67 payments missed and the expiration of 5 years of statutes of limitations. As it

stands, Sallie Mae looks to make the case that the borrower has voluntarily shed self of rights which protect jurisprudence including due process; As it stands Sallie Mae looks to make the case that Sallie Mae has the right to litigate the loan contract inception 2008 up to and including 2020, 12 years following inception of contract. As it stands, Sallie Mae looks to make the case that the lender had the right to use the Promissory Note form on loans of billions of dollars in educational loans which should not have been utilizing the Promissory Note form. As it stands Sallie Mae looks to make the case that it is fair and just to routinely pay TARP monies to the benefit of educational institutions in an economic environment whereby it is unlikely that borrowers will be able to repay such monies having gained a benefit commensurate with the interest charged on the monies and hold the borrowers in such contract to a higher standard and liability than loans to businesses and individuals where the monies are spent on goods and services which accrue only to the borrower.

22. Loan 3 first payment due: 1/10/2009 ; note that 10/10/2013 is 5 years thereafter yet on June 29 Sallie states 3 payment dates have been missed rather than 67 payments missed and the expiration of 5 years of statutes of limitations.

23. Note that Sallie Mae and ACS Xerox would make the argument that it is correct and just that lenders who caused economic catastrophe during 2000-2008 lend TARP monies to borrowers who otherwise had not income due to such self same lenders' mischief, that it is correct that such lenders are thereafter due a percentage of such educational borrowers' income for perpetuity or some 20 or 30 years albeit all the while every safeguard of due process is circumvented to the largest extent possible by the lenders and servicers. At every opportunity possible,

servicers misrepresent true costs of loans to lenders, pushing the costs to the future and maximizing current earnings to further perpetuate a disadvantageous environment to borrowers in this industry.

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.