Dan Rosenblum

From: Dan Rosenblum [dmr@21centdig.com]
Sent: Monday, October 13, 2014 9:41 PM
To: 'dept736@HESC.ny.gov'
Cc: 'dan@21centdig.com'; 'dmr417@stern.nyu.edu'; 'dmr@21centdig.com'
Subject: re: NYSHESC account number 900002888700 EMAIL 1 of 2 Columbus Day 2014 10/13/2014
Attachments: DMR Social Security Statement and Benefit Verification Letter printed Columbus Day 2014.pdf

To NYSHESC:

Regarding NYSHESC account number 900002888700
EMAIL 1 of 2 DMR to HESC Columbus Day 2014 10/13/2014

1. This email is the first of two emails I, Daniel M Rosenblum {"DMR" below}, am sending to NYSHESC today, October 13, 2014, in response to NYSHESC notification to me dated 9/12/14 received October 12 2014 indicating NYSHESC purchase of loans originating 6/30/2006, assigned the above stated HESC account # 900002888700

2. EMAIL 2 of 2 follows this email , both are sent consecutively to HESC today Columbus Day 10/13/2014. Such second email following this present email is a forwarded email which I sent to ACS and SLM Corp on August 4, 2014, the purpose of that correspondence is explained in that August 4th 2014 text to {inter alia} ACS, SLM, and HESC. The forwarded August 4th 2014 email carries an attachment, which is the Notification of receipt of my August 4 2014 filing in New York State Supreme Court Index # Index No. 061458/2013 , the matter of AMERICAN EXPRESS BANK, FSB -v- Daniel M Rosenblum. All materials filed on August 4th are accessible for review by HESC by clicking on the links in the NYSCEF receipt, which will produce PDFs of the Efiling at Suffolk County.

3. A purpose of this correspondence is to make of record the fact that Daniel M Rosenblum {"DMR" below} states succinctly to HESC that he is of opinion and belief that it would be unjust for HESC to administratively garnish DMR's wages.

4. DMR states to HESC that DMR filed materials in Suffolk County Supreme Court on August 4 2014 which are relevant to the HESC account # 900002888700; DMR states to HESC that DMR filed materials in Suffolk County Supreme Court on September 15 2013 and April 14 2011, all parts of which are relevant to a just adjudication of the HESC account # 900002888700;

5. Notice of my 8/4/14 Materials filed "**DMRAMEX08042014"**, and a link to the materials, was sent previously to HESC, and to ACS, and to SLM Corp at the following email addresses on August 4 2014 (and, previously, all materials had been referenced repeatedly over several years with both ACS and SLM Corp. in telephone dialogue, presumably recorded): 'troy.anderson@xerox.com'; 'jennifer.horsley@xerox.com'; 'corporatesecretary@salliemae.com';

'areese@adoptionpolicy.org'; 'ideas@cueball.com'; 'ping@cueball.com'; 'stockholders@navient.com'; 'Mark.Heleen@Navient.com'; 'Domain.registrar@xerox.com'; 'domtechadmin@navient.com'; 'Jerry.Maher@Navient.com'; 'Sheila.Ryan-Macie@navient.com'; 'Pat.Lawicki@Navient.com'; 'Steve.Hauber@Navient.com'; 'Andy.Beamon@Navient.com'; 'Timothy.Hynes@navient.com'; 'Somsak.Chivavibul@Navient.com'; 'John.Kane@Navient.com'; 'Jack.Remondi@Navient.com'; 'fixedincomeir@citi.com'; 'investorrelations@citi.com'; 'shareholderrelations@citi.com'; 'docserve@citi.com'; 'speakers@citi.com'; 'ernesto.zedillo@yale.edu'; 'jes138@columbia.edu'; 'Classact@gilardi.com'; 'peter.crudo@gilardi.com'; 'lara.mcdermott@gilardi.com'; 'daniel.burke@gilardi.com'; 'kurt.slawson@navient.com'; 'Options@ecmc.org'; 'mmkeler@gmail.com'; 'corporatesecretary@salliemae.com'; 'hnewman@pinebrookpartners.com'; 'CONTACT@FFLPARTNERS.COM'; 'areese@adoptionpolicy.org'; 'ping@cueball.com'; 'emailsupport@acs-inc.com'; 'Sharon_Forbes@hesc.ny.gov'; 'Donna_Fesel@hesc.ny.gov'; 'Escalated_Inquiries@salliemae.com'; 'chairmansoffice@aexp.com'; 'jyulee@zwickerpc.com'; 'gmsamples@zwickerpc.com'; 'ggalterio@jaffeandasher.com'; 'iglauber@jaffeandasher.com'; 'rluisi@jaffeandasher.com'; 'dluke@jaffeandasher.com'; 'Lnessenson@jaffeandasher.com'; 'mPotashner@jaffeandasher.com'; 'sasher@jaffeandasher.com'; 'Kevin.T.Udy@aexp.com'; 'defaultprevention@hesc.ny.gov'; 'Liza.Rogers@xerox.com'; 'dmr@21centdig.com'; 'dan@21centdig.com'; 'emailsupport@acs-inc.com

6. Please note that I DMR have Efiled materials in the above referenced matter Amex v Dan Suffolk Index # 061458/2013 ONLY on three occasions (three EFILE occasions, plus one HARDCOPY occasion equals four filing dates in total) in Suffolk 9/15/2013, 8/4/2014, and now today Columbus Day by filing the instant two correspondences to HESC plus an attachment of my Social Security earnings statement showing my earnings for the past 20 years. On one occasion, April 14, 2011, I filed HARDCOPY in Manhattan in answer to the same subject matter, but under a different index number, in an action commenced on behalf of Amex not by firm Zwicker but by firm Jaffe. The Manhattan case is not converted to Efile, and Jaffe has refused to consent to convert the Manhattan County Index number to Efile. My second email to HESC of Columbus Day 2014, 10/13/2014 carries as attachment the NYSCEF 8/4/2014 filing receipt for my 8/4/14 filing; all materials can be downloaded from NYSCEF by clicking on the links in the filing receipt.

7. The Efile receipts for, and the content of my 9/15/2013 filing "DMRAMEX091513" , and my original 4/14/2011 Answer to the original American Express allegation of debt and statement of account can be viewed on my website at the following links (or can be accessed through NYSCEF but in the NYSCEF database of commenced actions without RJI filed, which is a different database than commenced actions with assigned judges): http://www.twentyfirstcenturydigital.com/Amex09152013DocList.php and

   http://www.twentyfirstcenturydigital.com/amex.php

8. Note that DMR states in such filing, and, by today's transmission, re-states to HESC (DMR is of opinion and belief that HESC should have received such original statement via email at address 'defaultprevention@hesc.ny.gov - and via the 'servicer " ACS notified of the same at email addresses listed above in paragraph 5. DMR also re-states, as in **DMRAMEX08042014,** that he is of opinion and belief that Promissory Note is the wrong form for educational loans, and is utilized solely to circumvent judicial analysis of individual educational loan contracts and related operational policy of the parties receiving a benefit from such educational loan contracts. In addition, several components of the schemata of Title 20 "governing" the educational loan product are invalid at face value and in place only to circumvent judicial analysis of the contract form in question and deny to borrowing parties the basic right to due process. It is evident that some of this calamity is due to heavy lobbying by the banking industry, and, that the schemata is in place in an effort to "reduce costs" for the product in question. However, it is inappropriate, and contrary to basic rights and the intents and purposes of law to impose cost saving mechanisms which have the effect of denying due process and therefore all the benefits which inure to a market, to a product, and to market participants as a result of due process. To be certain, the self same banks utilize such benefits associated with law and deu prcesss in all facets

of their business model where they are entitled to due process. Here, the lenders have sought to eliminate the costs associated with due process under the guise of cost control and efficiencies. The end result however is calamitous and contrary to the intents and purposes of US law.

9. Note, in relation to the above paragraph of cost saving mechanisms which have the effect of eliminating judicial analysis of individual contracts, it is apropos to state that the same is evident in operational policy at the major servicers such as SLM and ACS which hold contracts with the lenders and the State. DMR has filed several parts in Suffolk pertaining to both the SLM and ACS entities, and to similar entities in lending such as Zwicker and Jaffe. (Please see DMRAMEX091513 and **DMRAMEX08042014** Call center policy, and filing policy in State Court are deliberate operational policies at such entities which have the end result of actions by such entities which fly in the face of the NY Model Rules of Professional Conduct, with such policies enacted by such corporate entities by the entities Boards and General Counsel, each of which realize enormous monetary benefit associated with such actions and policies. DMR states that such Counsel and and Corporoate Officiers should be held accountable and such benefits received by such Officers subject to claim by those individuals and entities adversely effected by such deliberate wrongdoing.

10. Note that inter alia, DMR alleges that unrelated third parties may be liable to DMR for funds in excess to the dollar amount utilized to finance DMRs law school and business school degrees at NYU and NYLS 2006-2011. DMR states that as of right he should be entitled to make a joinder motion to have such issues heard in the same venue as the debt HESC is currently custodian of, and the subject matter at issue in the instant correspondence and referenced account. Note that DMR is of opinion and belief that ACS and SLM have misrepresented subject matter related to such account to HESC.

11. Attachments to todays email and statement by DMR that it would be unjust to garnish wages or create a claim or lien without a judgement include my social security statement which is relevant for a variety of reasons. Attached by reference are all filings made by DMR in Suffolk Index # ----. Note that no RJI has been filed to date, and, Zwicker states that the Zwicker firm has discontinued the matter. DMR states tthat the costs associated with litigation are prohibitive to him filing motions and RJI presently in that matter, but that such Index number is valid and that related subject matter should be heard in joinder in the same index number, albeit in the Original Jaffe NYC filing on behalf of Amex. Please note that DMR alleges wrongdoing by Jaffe and Zwicker varioulsy in the filing. With nothing else, if DMR were never to pay a fee for an RJI or any motion, presumably, if, in a number of years, DMR were to pay an RJI fee Zwicker and Jaffe would indubitably cite the statutes of limitations as a defense against any alleged wrongdoing by them in 2010 or 2011. Similarly, presently, presumably Zwicker and Jaffe have determined not to litigate the Amex debt at least in part due to the joinder issues which would be before the State Authority in the court of law as all related subject matter is appropriate for joinder. Conversely, the Title 20 schemata referred to above in the instant educational loan subject matter seems to deny all such facets of due process to DMR. Note, for certain, that DMR prefers to be in a position to have paid for his law school education and business =school education. And to have commensurate earnings. And a house and property, and a car. Bust such is not the case. And DMR desires a just result for his person. As do borrowers throughout the US who should be entitled to due process, and scrutiny an d anlalysis in a court venue of subject matter related to the alleged wrongdoing alleged by the lender. The lender is alleging non-performance. Througout the marketplace for educational loans, there is subject matter related to non-performance which is not being scrutinized by the authority of the state in judicial venues, to the convenience of the lenders. This scenarkio is unjust. Note, importantly, the DMR states that one facet of his defense of frutration of purpose is related to the credit reporting standards presently in effect. DMR states variously here, and in Index #----9/15 and 8/4, that there are problems with Credit Reporting in 2014 given the evolution of digital technology which are other than those of a decade or two ago, including the notion of public policy. Essentially, DMR has no problem if parties to a contract report judgements or liens or successful contracts. But reporting information on a contract otherwise is contrary to law, circumventing law, and creating a quasi judicial entity which has harmed DMR. As such DMR seeks a related just result.

12. In reaffirming all parts of DMRs filings in Index # 061458/2013 Amex v Dan, DMR notes with emphasis that all facets of DMR's original answer to Amex v Dan filed at 60 Centre Street in Manhattan during April 2011 were true, are true, and were communicated to ACS and SLM Corp in detail during in depth, purportedly recorded dialogue with SLM and ACS during 2007, 2008, 2009, 2010, 2011 in particular during the same dialogue during which ACS and SLM processed legal mechanisms such as 'forebearance' and 'deferment'. Presumably ACS and SLM have determined, in a quasi - judicial manner - which such information to keep of record and which such information to communicate to the state all the while knowing that other mechanisms were in place to circumvent judicial scrutiny as it pertains to the contract at bar, and, the applicability of the facts and circumstances conveyed is such dialogue. This, all the while representiing themselves as actiing on behalf of the state and performing a presumably legal adaptation to the contract. DMR states that the statute of limitations on such contracts should appropriatley begin, unless a tolling motion is heard and adjudicated- upon non-performance which is in 2009 and 2011. Similarly, DMR states that DMR is entitled to Discovery of similarly situated loans being serviced by such entities, and, that, such entitites are deliberatedly through operational policy misinforming the State about its full portfolio and viability of such portfolio and statutes of limitations on debt which it says it is servicing but rather which it is manipulating in illicit manners.

13. DMR has stated variously, and eFiled the same, that it would be unjust to garnish his wages, that the Master Promissory Note is the incorrect form, that the contract is null and void, that inter alia third parties are responsible for the debt in question.

14. There are a set of facts and circumstances which have been communicated to the "Servicer" of the "contract" or "alleged debt obligation" "{insert # account hesc}" which are pertinent to a "just adjudication" of a "disputed contract" which facts and circumstances have not been communicated to the State {"HESC"} by SLM Corp.

15. Any lender on any alleged loan which has not received payment in over the course of six ("6") years was entitled at any point during the six year term to bring suit against DMR for breach of contract.

16. The same is true for the full volume of loans which SLM Corp has contract to HESC to service. SLM Corp operational policy is designed to circumvent the litigation process and circumvent just adjudication of both loan contracts and related subject matter sharing a common nexus of subject matter and facts and circumstances {"joinder issues"} and common parties.

17. SLM Corp Operational Policy is unconstitutional and/or in full in practice has the end result of calculated deliberate circumventing and denying due process to the parties of to a contract, for each "Promissory Note" that SLM Corp is servicing. The cost of due process, including the checks and balances inherent to the judicial system is a real cost to lenders and educational institutions which must be directly incurred and and contended with for such checks and balances to achieve their intended to result, which is a just and fair and efficient market. Here, SLM Corp has deliberately eliminated the through operational policy and the schemata set with HESC, eliminated such costs and with it the soundness of the market for the market's participants. It is unclear the extent to which SLM Corp is misinforming the State about the portfolio SLM Corp manages or services in contract with the State. SLM Corp operational policy circumvents the judicial system and has created a private quasi - judicial schemata which, among other things, has the effect of frustrating the purpose of the self same portfolio it is managing, which effectively should void a percentage of uch contracts to the the exnet that fulfillment of said obligations is frustrated by SLM Corp operational policy.

18. In one respect, the reporting of the "status " of a contractual obligation where there has been no judicial adjudication regarding such status is a misrepresentation of such contract because the contract itself can be void in the first instance, in particular, here, in the years following the great financial crisis of 2008, and, in these years where there is an overlap between banking activities and data processing, when and where banking

operational policies have calculated to minimize costs and maximize profits associaiated with data processing (which are simply not banking activities but which the banking entity realizes enormous profit and enormous risk to monies at the bank

19. Note- the end result is the quasi judicial entity SLM Corp determining what information which has been communicated to from borrowers is heard by the state; and, the reporting of information detrimental to a party to a contract which information and subject matter has been articulated by a party to a contract to the entity SLM Corp which states it is servicing the contract on behalf of the State but such subject matter which would have been before the State in a State Court of Law which instead is not in a Court of Law in the first instance to the detriment to the parties to the contract. Effectively, the quasi-judicial entity SLM Corp without the scrutiny or oversight which parties to a contract are due as of right manipulates through operational policy the statutues of limitations of the full volume of "Promissory Notes" that SLM Corp is "servicing" on "behalf of" the State. Such alteration of Statutes of Limitations on contract is done by non-attorney, unlicensed "telemarketers" during a phone call which of which it appears, for the full volume of contracts services, there is no recordation ofsubject matter discusses but the presumption is that the "forebearance" or "deferment"is a valid extension of statutes of limitations on the full volume of debt "serviced" by SLM Corp.

20. In the case of Rosenblum, and, similarly situated borrowers in the SLM Corp portfolio of contracts, is the fact that facts and subject matter communicated at the time of the processing of forebearances and/or derferments are facts and circumstances which of legal bearing to the validity of the contract and bearing on defenses to contract enforcement at a point in time of the existence of the contract when a legal mechanism is applied to the contract "the forebearance" or the "deferment" - which is part of SLM Corp Operational Policy- which facts and circumstances are not analyzed in any court of law at any time but which effect all aspects of the validity of the contract and/or the expected/anticipated fulfillment of the contracts serviced by SLM Corp for the State. This in turn has the effect of SLM Corp misinorming the lenders and the State as to the success rate and validity of the underlying market for the contract and contract form itself in the marketplace at issue, which in turn misinforms the potential new debtors .

21. In sum, one effect of the current schemata of the SLM Corp operational policy as performed in contract with HESC and lenders gives lenders the misinformation that there is a guaranteeed premium on loans to students which is insured by the non-terminating right with exended statutes of limitations right to a borrower s future wages with the guarantee of limitations on the scrutiny the contracts will receive by the judicial system as individual contracts. SLM Corp operational policy is designed to circumvent just adjudication of individdual contracts to the detriment of DMR's abilitty to fulfill any valid debt obligation in the present marketplace

22. The presumption of validity of any contract is the provence of the parties to the contract alone until such time that either the contract is fulfilled, or, an adjudication on a dispute has been made by the State. SLM Corp reporting and operational policies flies in the face of this maxim.

23. As here, subject matter at the nexus of dispute not deliberated is as to whether the burden of the obligation should be borne by a third party. This, as with disputed subject matter pertaining to operational policy, including reporting of information, of the servicer. Here, the servicer and lender portend to be above the law, the schemata and HESC SLM Corp relationship has unjust results. All related subject matter should be subject to judicial scrutiny where there is failure of contract, as of right to any party to any contract in the USA.

24. There are axiomatic principals in law which can not be circumvented by contract.

25. The behavior of SLM Corp is deceptive and misleading in representation that acting on behalf of state in receipt of communications from partyto contract, as such information is not communicated to the State, nor available for analysis of the justice system

26. DMR here challenges the validity of the section of US Code Title 20 Chapter 28

§ 1095a. Wage garnishment requirement

(a) Garnishment requirements

as contrary to the intents and purposes of the checks and balances inherent to the division of the judicial, legislative, and executive branches in both State and Federal Government. Any contract in the US may not be enforceable in the cannon of contract law be it result of statute or precedent. Here, the Title under Education governing student loans obviously seeks to protect banking entities which lobbied for the title to be writ as such; the Title has the effect of removing this loan form from the purview of the judicial system. As a result, here, for example, perhaps lending entities are given the prerogative to pour monies into educational institutions giving a benefit to such institutions' financial beneficiaries with the debt insured by future earnings of borrowers which may be wholly unrelated to the original loan and as a result of predatory practices or any other of a slew of malpractice on the part of lenders, all the while such lenders can misinform their stockholders about their portfolio of lending and future return on this loan product, which should be compared and contrasted to other loan products which lending institutions have to invest in to be the driving engine of the economy, which is purportedly a banking institutions' charge in the US economy. Here, to be certain, such banks have sought to minimize their risk. However, circuventing the judiciary is not the appropriate manner to minimize risk. Rather, safe, productive lending with risk spread amongst the parties is appropriate and legal. The concocted schemata has dire results for which run counter to basic rights market participants, in particular here students and potential students, have an expectation of basic rights of due process and the effect of due process on a market. The title here is writ to circumvent just adjudicaton and related costs for lenders and placing the full burden of the lenders portfolio on students' shoulders, unlike any other form of loan. The effect of the title is to give the illicit illusion that the lenders here have a guaranteed return on educational loans when in fact no loan has guaranteed return. A loan is a loan product like any other product in the US marketplace. The lending market is futher obfuscated in the era under analhysis by two complicating factors: 1) the economy is so bad that individual citizens had no manner to earn a living or pay bills than to turn to educational lending (and the econommy was so bad in the first place in the years in question as a direct result of the self same banking enitities 2) the source of monies being lent during these years is complicated by TARP and by non-banking revenues such as data processing revenues earned by banks permitted to engage in such non-traditional banking commercial activities, and, in turn, effecting the data rocessing marketplace to the extent that there companies such as ACS and SLM Corp, and bank affiliated entities such as Mastercard and Visa have monopolized the industry and developed systems in which there is no real incentive for such systems- because of the banking counterpart- to evolve such that communications which should be of record are not (please see paragraphs on Dodd Frank, and banking, and operational policy at SLM and ACS). Here, for example, Rosenblum has sought to upload to SLM Corp or ACS materials filed in Suffolk County Supreme Court and has emailed information on the same which states succinctly that DMR asserts that it would be unjust to garnish wages yet there is no record of the same conveyed to HESC by SLM or ACS. Rather, SLM and ACS are the beneficiaries of a guarranteed premium on that portion of monies spent on US Education which the affiliates whom said entities "service" regardless of the success or failure of the contract. Contracts in fact do fail, and, here, to be certain, the student borrower is suffering a greater loss on investment than the lender. Here, whereas the lender has an expected return on successful contracts of the interest on the loan, the borrower has an expected return far greater than the interest, as is the case in any lending scenario. When the circumstances arise that cause a loan to fail to be successful to the extent that the borrower is unable to fulfill an obligation, then, such borrower obviously has no return whatsoever on the loan. The educational institution is indeed a beneficiary, but, incurs no risk in the extent schemata of Title 20 which DMR states has parts which should be invalidated as against the interest of justice. No lender should expose itself to exhorbitant risk in any marketplace, given the knowledge that no return is guaranteed. In a business loan, stock and plant guarantee and hedge the risks. Here, the lender must incur some of the risk of loan failure, and, student borrowers , and eny borrower, is entitled to due process on disputed contracts. There are valid defenses in the USA to contract failure. Here, borrowers are stripped of such right. And, in the process, a tax is placed on US education which effectively is paying for call center salaries and Boards of Directors' stock in SLM or ACS but adding nothing to facilitating just results

and efficiencies in the market in question. Over the course of over a five year period, DMR has provided information to SLM and ACS which has not changed and which information is effective defense to contract failure, yet, monies and salaries paid to call centers in Phillipines and througout the US are wasted and DMR is harassed by such call centers whose operational policies are put in place by SLM and ACS Board and General Counsel, designed to receive no information other than that which serves their interest. The end result is pathetic and contrary to the underlying intents and purposes of US law.

27. Note that here, party to contract DMR, states, inter alia, that in at least one appropriate adjudication, third parties are indebted to DMR in excess to the dollar amount ACS and SLM allege are owed by DMR to ACS/SLM. DMR states that the facts and circumstances surrounding such disputes have very common elements, and similar subject matter, similar facts, similar circumstances. DMR states that is is of right as US citizen that he is entitled to move for joinder of parties and issues in an appropriate, just adjudication. DMR not only states that any just adjudication is an entitlement to his person, but that the marketplace itself is entitled to the scrutiny afforded such litigation and that absent such litigation and similar litigation the marketplace suffers and in in fact that that several defenses in contract law are implicated, including frustration of purpose and {misrepresentation) (fraud) (ijmpossibility) which in fact also has legitimate effect on the full portfolio contracts under management by these entites SLM and ACS, which are not above the law and which are not quasi judicial or governmental entities. The result is an adverse effect on DMR's career and earnings, which DMR states is unfair and unjust and merits correction. In response, it seems, the State seems to be saying that DMR is not entitled to have all aspects analysed in law under the scutiny of the judiciary- and [resumably the State is saying the same to all similarly situated borrowers in this marketplace. Note Amex v Rosenblum, where, presumably, Amex sought to discontinue. Note that many of DMRs allegations regarding problems in data processing given banking entity monopolization of such non-banking activity causes additional problems in applying the benefits of internet technologies to the just adjudication of disputes because the systems for collection of data and use of such data in such disputes is colored by banking policy and lobbying. DMR states that as of right his contract dispute with Amex and Zwicker and Jaffe should be joined with, or at least a joiinder motion is of right, for a judge to decide, and, that the discontinuance by Zwicker and Jaffe are not in compliance with NY CPLR, and, that as of right DMR should be able to file electronically in the Jaffe NY City case. These are not small issues or problems, and, they do not pertain only to DMR as party in contract with Amex and SLM and ACS. The full portfolios at Amex and SLM and ACS are implicated here, as are the full portfolios managed by Zwicker and Jaffe and similarly situated law firms servicing lenders' portfolios in 2008-2014 and continuing. Further, importantly, the application and purpose of the NY Model Rules of Professional Responsibility need be weighed and considered when the operational policies of these entities (SLM, ACS, Amex, Jaffe, Zwicker) are taken into consideration.
28. In effect, the above schemata is giving a perpetual claim on borrowers future earnings on loans without allowing for dispute or scrutiny. There is no manner to predict or foretell future causes of dispute and necessity for scrutiny at the origination of any contract- such is the nature of law and capitalism and democracy. Here, however, in writing Title 20, the State has effectively taken the untenable foothold that it predicts and foretells at contract origination all forms of dispute and none are worthy of facilitating benefiical scrutiny withh judicial oversight in the marketplace. Further, the title seems to have determined that SLM Corp Phillipine Call Centers and Indiana Call centers deserve a guaranteed return on the value of spent on education in the US, regardless of practice policy or utility of such call centers. DMR states that such situation is unfair and unjust.
29. Note as well that insofar as statutes of limitations and equity is concerned, failed loan products deserve to fail and go by the wayside, with loss incurred on failed products on the sponsor of such failed product, to the extent that suppliers of such product have disincentive to enter such failing market. Further, the failure occurs during the years of the statute of limitations. The seemingly endless relationship and entitlment to the sponsor of the failed product is untenable in any marketplace except for here, which is unfair and unjust. When a loan product fails, the failure is whole. Here, instead, the schemata attempts, unjustly, and without judicial scrutiny o n individual contracts, to put a perpetual lien on parties and deny and punish parties again without judicial oversight which is of right to the party and cannot be legally contracted away. The operational policy of SLM and ACS is to effect

borrowers abilities to to negotiate, bargain, and act in the other marketplaces other than the one contract SLM has with such borrower, all the while avoiding judicial svrutiny at every opportunity by design. These are unfair dealings, and should be recognized as such.

30. Due to available resources, the current document is filed as is, the simple fact is that it is presently 9:30 at night on Columbus Day, I need to ride my bicycle to work in the morning 7.5 miles to be at work by 5 AM on a Tuesday to deliver shower door glass to Middletown NY, and I will not have opportunity during the course of the week to revisit and re-edit these documents, and, HESC by correspondence has indicated it may seek to garnish the wages I receive for driving the truck to Middletown shortly, so, it is imperative that I am ensured at a minimum that HESC is aware that I am of the opinion and belief that such wage garnishment would be unjust, incorrect, and contrary to the interest of justice.

Thank you,
Sincerely,
Daniel M Rosenblum
Birthdate March 23rd, 1969
/DMR/ 10/13/2014