In re:

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

AMERICAN EXPRESS BANK, FSB

-v-

{DMR#29} Letter / Correspondence DMRAMEX08042014 Efiled Document #35 Section on Spending by Sallie Mae Section on Spending by ACS Inefficient data processing/ servicing 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

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#29} Letter / Correspondence DMRAMEX08042014 Efiled Document #35 Section on Spending by Sallie Mae Section on Spending by ACS Inefficient data processing/ servicing 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

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 {see below}

4. Contract should be void {see below} Practices are unfair
5. Practices/policies illegitimate

6. equitable estoppel. 1. A defensive doctrine preventing one party from taking unfair advantage of another when, through false language or conduct, the person to be estopped has induced another person to act in a certain way, with the result that the other person has been injured in some way. • This doctrine is founded on principles of fraud. The five essential elements of this type of estoppel are that (1) there was a false representation or concealment of material facts, (2) the representation was known to be false by the party making it, or the party was negligent in not knowing its falsity, (3) it was believed to be true by the person to whom it was made, (4) the party making the representation intended that it be acted on, or the person acting on it was justified in assuming this intent, and (5) the party asserting estoppel acted on the representation in a way that will result in substantial prejudice unless the claim of estoppel succeeds. -- Also termed estoppel by conduct; estoppel in pais. [Cases: Estoppel 52-96. C.J.S. Estoppel §§ 2-4, 55-155, 157, 159-160, 165, 167-200.] 2. See promissory estoppel.
7. UCC 2-302 re: Unconscionability.
8. Impracticability (supervening or existing), Changed circumstances, frustration of purpose
9. Law of impracticability and frustration can be thought of as another type of implied condition: by default, a duty to perform is conditioned by both absence of material breach, and by performance not becoming impracticable

10. Servicer Practices/policies adverse effect on judicial system and economy at large
11. 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
12. The burden of loss in cited contracts should fall squarely on the shoulders of the lenders due to lenders actions and policies
13. Myriad practices contribute to factors A BC in economy and in court system. The lender is not entitled to utilize judicial process and authority of state enforcement of such contracts garnered whilst operational policy of lender/party is the deliberate abuse of the self same judicial process

14. The proposition that DMR could and should be making 10x current salary , 5x 10x 20x with monies in excess of the current remainder even if that remainder included (after 5x current salary) a deduction of a payment to the educational lender however that is in a scenario where the same earnings wouldve been within a reasonable time period of the term of the loan (compare the time period of a business loan being due given reasonable estimate of return on investment; bear in mind MBA funds absolutely necessary with no alternative which presented (cite summer of 2011 Enterprise Van rental, move to Long Island, loss of property in storage for second time in 12 year period)
15.
16. My warrantee to lender at time of Promissory Note is as the equivalent of any warranty on any commercial product; there are certain failures which fall outside the parameters of the warrantee which a party must make good on.
17.
18. In certain instances of contract failure, there are liabilities on one side, liabilities on the other side, and liabilities on both sides to a contract; similarly, there can be damages resultant contract failure either attributable to or due to parties to the litigation and or parties in privity by virtue of some additional factor; here, the failure is one which without doubt has been a cost to DMR, whereby the cost over the ten year period or 5 year period 09-2014 is the difference between professional income and reasonable return to lender and the current economi profile which includes a renting situation on a paycheck to paycheck.
19.
20. Note that all the attributes attributable to a Trademark in what would be an opposition or assertation of rights or declaration of use; all such attributes guaranteed to the owner of the Mark are therefore on the inverse consumer side an expectation of the same attributes to inure and maintain in documentation and communications associated with the Mark, including telephone dialogue and web use.
21.
22. DMR economic profile presently: refer to 2011 filing, inanswer to Amex, and re-affirm all parts, including economic profile, notwithstanding and including but not limited to current emphasis of fact that cannot afford health care- not within budget at all, fitness generally, no budget for travel, no auto, bicycle to work everyday
23.
24. Emphasize that the key axiomatic occurrence of 'process' is receipt of subject matter by intended recipient ; has nothing to do with 3rd party presentation of document; the 3rd party presentation of document is a mechanism to ensure or safeguard receipt of subject matter by intended recipient; where a corporation has a functioning computer system and conducts business via a communications channel, it is not unreasonable to assume receipt by intended recipient of subject matter presented. If the recipient wants to dispute receipt

, recipient is entitled to make such argument that it is not in receipt of the subject matter; however, an argument which indicates only that receipt was not resultant 3rd party presentation is not a valid contestation of service of process; there are two counterparts to disputing actual service of process-one being non receipt , the other being improper service which caused and does not weigh in favor of the sender party.

25.

26. Here, DMR states service of process is complete to the parties in receipt and named above, those being the individual directors on the Board, and the attorneys named and the corporate entity itself in receipt of this and all allegations contained.

27.

28. Where a contract and the parameters around it may be unjust and subject to forfeiture as a result and maybe unclean or renounces or similar disqualifications of a contract causing such writing to be invalid or null and void, preadjudication report s circulated for economic purposes- where it is known that such subject matter will be reviewed for economic purposes be them related to vocation or negotiating finances- such pre-adjudication reports may be defamatory, where the contract is deemed invalid; therefore, the reporting entity is liable in those instances and, in a competitive market situation it would be against the interest, because of expenses associated, to make such reports. Where the same database is devised by the reporting entities and the reporting entities are knowledgable and savvy in al parameters of such database and use thereof, the fact that the entity has insulated itself from the market is not an excuse to escape liability when it catches up with them . Such expenses are attributable to each and every instance where there is feasible defamation, which, in fact, would put the lending entity engaged in such practices and exposed to such liabilty 'under' or 'out of business'. Such penalty is realistic and not unreasonable. The notion of too big to fail as a defense is unreasonable and meritless- it is cowardly and unjust and deserves no credence honor where the practices which would cause faulure of the entity too big to fail are wholly unjust.

29.

30.

31. A question presented is as to whether the corporation should be deemed 'of knowledge' that the operational policies of the call centers result in a harrassment outside the parameters of contractual performance, harrassment, whether corporation should be deemed knowledgable that those self same call center policies mimic or result in the semblance of a psychotic individual caller or individual entity in communictaion with a party to the contract. There is really no other way to term the resultant behavior of the end result phenomenon of calls from a party to a contract which calls are incessant, have no memory, insist on authentication but give none in return- it is not a corporate characteristic which is reasonable.

32.

33. I have utilized the phrase 'of record'= important as well to refer to it as "document the dialogue" "document a corresondence" document a communication occurance" or an information or informational webpage or advertsiement or affirmation or receipt of documentation, and,

34.

35. Note here, that, of great import is the fact that my Amex Answer is proximity to the processing of a forbearance at Sallie Mae, and that all such same information made available to Sallie Mae at that point in time, which should constitute default or statutes of limitations begin time.

36.

37. Insofar as documentation is concerned, DMR puts forth that there is willful disregard and willful deceit in operational policy which gives the impression of documenting and making of record correspondences and information when in fact it is very far from that, where there is only selective documentation notwithstanding the fact that operational policy is calculated to give the impression and systematically leads reasonable parties to believe that the chore or task at hand of the servicer is to document all facets of conrtactual obligation and correspondences in an impartial manner for the purpose of facilitating the product in accordance with law and governmnetal standards given the represetation of being with the Dept of Education and sanctioned by the State to conduct such task towards betterment of the product market and success of the product market which would and could only occur if there wee proper adjudications of contract failure which would require that failed contracts were under the eye of the legal system whereas here all facts of operational policy are to circumvent judicial system or achieve default judgment even and including where discussions presumably of record would display problems leading to contract failure which failure is attributable to, for example, frustration of purpose or otherwise as in DMR 091513 and DMR 08042014.

38.

39. The goal of educational financing like any loan, should be to drive production and efficiency in the economy, not to provide a guaranteed premium regardless of the result of the contract. The sum of failed contracts evidences the abuse of process and failed contract form. The costs of such failures should, if subjected to proper judicial weighing of subject matter- allocate costs appropriately and modify the contract. Here, in avoiding judicial process through deliberate operational policy

and perpetuate a failing contract form and unfairly allocate costs associated therewith.

40. 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 based on an operational policy which seeks to circumvent proper contract adjudication {en masse}.

41. 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.

42. 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. ___

43. HERE IMPERATIVE SUBJECT MATTER NEEDS REWORDING

44. 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 costs …..THE 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.

45. Educational borrowers are entitled to honest dealings in financing 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 processers 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.

46. There is a % of don’t deserve any return- or return whatsoever on the loan 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 }

47. 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 harassing and abusive, and counter productive and in place to circumvent due process, that judgments and adjudications and liens are being processed erroneously; the knowledge of the error is simple and plain.

48. 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 haraasment 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.

49. 7 of 8

50. 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,

51. 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 formand bears great similarity to the self same analysis made above. That compounded predicament is the Citibank debacle which effected Rosenblums' business' ability to compete ebginning 1996, 199,. 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 truch 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}}

52. Section on Spending by Sallie Mae

53. Section on Spending by ACS

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

55. Section for Sallie Mae:

56. 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.

57. 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.

58. 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.

59. Another Section in 'Just Results':

60. 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 there 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 bylenders 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.

61. 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 minimiziing 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 , its necessary to examine and develop court systems.

62. 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 uutilize this money with this guaranteed return guaranteed by theses 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…}

63. SECTION

64. Gesture made by borrower which should be deemed breaking contract, inability to pay, intention not to pay, whatsoever, given circumstances. Insofar as such genstures are concerned, the servicer of the loan has taken a deliberate operational poliicy to minimize the extent of non-existant records of such gestures such articulations and volition on the part of the borrowerto make facts and circumstances know to the lender expose the contract to jurisprudence and the law which such same indivudual US citizen comports with in all facets of existance 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 evdent 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 unkonwn based on operational policies of both the servicers and the lenders.

65. ¶ HESC - Sallie Mae as servicer

66. Inefficient data processing/ servicing

67. 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

68. 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 for providing misinformation regarding the contracts Sallie Mae is servicing, which information HESC and NY State are relying.

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

70. 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

71. Note as well that the habit of using Social Security numbers for contract maintenance, in particular but not withstanding unlicensend 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.

72. 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.

73. 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

74. 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.

75. 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:

76. 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 ?

77. 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?

78. 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 ?

79. 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 ther any efficiency towards mutual understanding of fact set by such operational policy? How does the US educational system of financiing education achieved by such policy, apart then to facilitate default judgements and inappropriate cruel and ununsual 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.

80. In other product markets in the economy,

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

82. 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.

83. ****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.

84. 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.

85. 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 serice of process; where, in a telephone diaologue or otherwise rpresentation on bealf of a trademarked corporate entity,

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

87. Note compare and contrast the safeguards in traemark 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.

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

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

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

91. 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.

92. 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 minmize 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.

93. Additional here on parity in contract, educational loans, etc…

94. 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.

95. Part II Move into : Similarly unacceptable in the current Sallie Mae practice- apart from the above "tax" on earning s 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 t ominimize the the use of telecommunications technologies devoted to ensuring proper jursiprudence 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.

96. 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.

97. SECTION ON CALL CENTER SHAM

98. 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 advange of communiations 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 defrring to the court system in operational policy forcertain 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

99. putting judges in very very difficult situation

100. putting judges in very very difficult situation

101. Unfair to judges

102. 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 policiy is capitalizing of selectively withholding information keeping certain inforation 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 indiviudal attorney. The frivilous 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 inablity 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 represeting 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.

103. Contract is void in law or null in law

104.

105. 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, obvioulsy, 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

106. The Board of Directors at Sallie Mae are a savvy group of longtime experienced lenders, who profit exhorbitantly 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 diretcly, and will not profit from me in this situation.

107. 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.

108. 18/34

109. 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 instnaces where large numbers of borrowers have been duped.

110. 19

111. Note that this total sum effect is one of "sham" an analogy if party contracted to opportunity to borrow- in environmnent 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 japaniese shrimp are coming innnow- theres a chance they will deplete nturients on east coast. Marine biologists profit from japanese shrimp but enter into contract with tuna salesman without informing about depletion of nutrients in bay area by shrimp, if the marine biolgists were knwoledgbable 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.

112. 19-24 mistake]

113. 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. Copare and conrtast to any other loan type such as auto or business, where there is a secured interest on the part of the lender on the prduct 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 acceptablity of the return of the auto or repossessing of the property machinery or plant, but rather a lena 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 theh educational institutions. If the salary of the presidents of the univeristy is contigent 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 borrowers income for 30 year period irrespective of success or failure of product. And of course, the associated hulabaloo call center, avoidance of justice, etc. which borrower subjected to.

114. 26

115. In section regarding Sallie Mae telepehone and negotiations borne of the psychotic operational policy of manner and presentation of callls 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 knoweledge, rather, one after the other after the other, no continuity of dialoue b/c always a different person- analagous to multiple persoanalities individual calling incessantly. Note that the "psychotic calller" is empowered to negotiate, notwithstanding that borrowers situation changes- which is probably a justification for repeated calls- "im here to help u with your loan". Those negotiations end up in an agreement, based on the instant situation of the borrower- altough the same circumstances are changing dramatically for the same borrower; by nature, in situations where theres an inablity 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 actuall 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 reasonbale dialogue it would be understood that theres no certainty of the ever-changing circumstances and situation of that class of borrower, with the likelihood of additional new default of new agreeement, 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 assertations 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 assertations and claims made herein.

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