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ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT (JULY 8, 2019)

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

PETER R. RUMBIN,

Plaintiff-Appellant,

v.

ARNE DUNCAN, SECRETARY OF EDUCATION, US DEPT OF EDUCATION, ET AL.,

Defendants-Appellees.

No. 18-3488

Before: Debra Ann LIVINGSTON, Raymond J. LOHIER, Jr., Circuit Judges.*

Appellant, pro se, moves for appointment of counsel and an extension of time to file his brief. Upon due consideration, it is hereby ORDERED that the motion for appointment of counsel is DENIED and the appeal is DISMISSED because it "lacks an arguable basis either in law or in fact." *Neuzke v Williams*, 490 U.S. 319,

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* Judge Carney has recused herself from consideration of this motion. Pursuant to Second Circuit Internal Operating Procedure E(b), the matter is being decided by the two remaining members of the panel.

325 (1989); *see also* 28 U.S.C. § 1915(e). It is further ORDERED that the motion for an extension of time is DENIED as moot.

FOR THE COURT:

/s/ Catherine O'Hagan Wolfe
Clerk of Court

OMNIBUS RULING ON PLAINTIFF'S MOTION TO REOPEN CASE. MOTION FOR APPOINTMENT OF COUNSEL, AND MOTION TO TRANSFER JUDGE (NOVEMBER 1, 2018)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

PETER R. RUMBIN,

Plaintiff,

v.

ARNE DUNCAN, ET AL.,

Defendants.

Civil Action No. 3:11-CV-904 (CSH)

Before: Charles S. HAIGHT, Jr.,
Senior United States District Judge.

HAIGHT, Senior District Judge:

Plaintiff Peter Rumbin ("Plaintiff"), proceeding *pro se,* brings a motion to reopen his case pursuant to Rules 59(e) and 60 of the Federal Rules of Civil Procedure, and presumably in anticipation of having his case reopened, he also moves for appointment of *pro bono* counsel and to transfer judges in this action against Defendants Arne Duncan, Timothy Geithner,

and Wells-Fargo Bank[1] (collectively, "Defendants"). Docs. 64, 74, 75. Defendant Duncan was Secretary of Education and Defendant Geithner was Secretary of Treasury. Doc. 64. This Court had entered judgment in favor of Defendants on February 22, 2016, [Doc. 57], and the Second Circuit denied his appeal, [Doc. 63]. This Ruling decides all three motions.

I. Standard of Review for *Pro Se* Litigants

With respect *to pro se* litigants, it is well-established that "[*p*]*ro se* submissions are reviewed with special solicitude, and 'must be construed liberally and interpreted to raise the strongest arguments that they suggest.'" *Matheson v. Deutsche Bank Nat'l Tr. Co.*, 706 F. App'x 24, 26 (2d Cir. 2017) (quoting *Triestman v. Fed. Bureau of Prisons*, 470 F.3d 471, 474 (2d Cir. 2006) (per curium)). *See also Sykes v. Bank of Am.*, 723 F.3d 399, 403 (2d Cir. 2013) (same); *Tracy v. Freshwater*, 623 F.3d 90, 101-02 (2d Cir. 2010) (discussing special rules of solicitude for *pro se* litigants). The federal courts' special solicitude towards pro *se* litigants "also embraces relaxation of the limitations on the amendment of pleadings, leniency in the enforcement of other procedural rules, and deliberate, continuing efforts to ensure that a *pro se* litigant understands what is required of him." *Tracy*, 623 F.3d at 101 (2d Cir. 2010) (citations omitted) (collecting cases).

Nevertheless, while the right to self-representation "should not be impaired by harsh application of

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[1] The Court notes that Wells-Fargo Bank was not named as a defendant in the original complaint. *See* Doc. 1 at 1. Wells-Fargo allegedly assumed the loans that are at issue in this action. Doc. 64 at 7.

technical rules," this right "does not exempt a party from compliance with relevant rules of procedural and substantive law." *Traguth v. "Luck*, 710 F.2d 90, 95 (2d Cir. 1983) (citation and internal quotation marks omitted). *See also McNeil v. United States*, 508 U.S. 106, 113 (1993) ("We have never suggested that procedural rules in ordinary civil litigation should be interpreted so as to excuse mistakes by those who proceed without counsel."); *Faretta v. California*, 422 U.S. 806, 834 n.46 (1975) ("The right of self-representation is not a license . . . not to comply with relevant rules of procedural and substantive law."); *LoSacco v. City of Middletown*, 71 F.3d 88, 92 (2d Cir. 1995) ("Although *pro se* litigants should be afforded latitude, . . . they generally are required to inform themselves regarding procedural rules and to comply with them. . . . This is especially true in civil litigation.") (citations and internal quotation marks omitted); *Edwards v. I.N.S.,* 59 F.3d 5, 8 (2d Cir. 1995) ("[W]hile a *pro se* litigant's pleadings must be construed liberally, . . . *pro se* litigants generally are required to inform themselves regarding procedural rules and to comply with them.") (citations omitted).

II. Background

Plaintiff Rumbin was in default of student loans that he had originally taken out in 1977. *Rumbin v. Duncan* (*Rumbin II*), No. 3:11-CV-00904 (CSH), 2016 WL 632440, at *1 (D. Conn. Feb. 17, 2016). In 1989, the United States government commenced an action against Plaintiff for nonpayment, ending when the parties stipulated to dismissal of the action with prejudice. *Id.* Plaintiff also agreed to hold the Department of Education harmless from any lawsuits related to the action, and the Department of Education wrote

off some, but not all, of his loans. *Id.* at *1—*2. In 2011, the Department of Treasury began making deductions from Plaintiff's social security benefits to collect on his loans that had not been written off, purportedly because they fell under a different loan program and were not subject to the 1989 settlement. *Id.* at *2.

Plaintiff then filed an action under this caption to contest these deductions. Doc. 1. This Court dismissed Plaintiff's complaint with prejudice against Defendants Beth Harris and the University of Chicago as barred by the statute of limitations. *Rumbin v. Duncan*, No. 3:11-CV-904 (CSH), 2014 WL 2881397, at *6–*7 (D. Conn. June 25, 2014). The Court later granted remaining Defendants' motion to dismiss, dismissing Plaintiff's complaint with prejudice and closing the case. *Rumbin II,* 2016 WL 632440, at *5. Judgment was entered in favor of Defendants on February 22, 2016. Doc. 57. Plaintiff appealed the decision to the Second Circuit, but the Second Circuit dismissed the appeal on May 19, 2017, and issued its mandate on July 28, 2017. Doc. 63. Plaintiff now seeks to reopen his case.

III. Discussion

A. Motion to Reopen under Rule 59(e)

On April 17, 2018, Plaintiff filed his motion to reopen his case pursuant to Rules 59(e) and 60 of the Federal Rules of Civil Procedure. Rule 59(e) states that "[a] motion to alter or amend a judgment must be filed no later than 28 days after the entry of judgment." Fed. R. Civ. P. 59(e). A court cannot extend the time to file a Rule 59(e) motion. Fed. R. Civ. P. 6(b)(2); *see also Lichtenberg v. Besicorp Group Inc.*, 204 F.3d

397, 401 (2d Cir. 2000) (citing *Rodick v. City of Schenectady*, 1 F.3d 1341, 1347 (2d Cir. 1993) ("This time limitation is uncompromisable[.]"). This motion was made more than two years after judgment was entered, and even if one leniently interprets the Federal Rules of Civil Procedure to refer to the date of the appellate judgment, this motion was made almost nine months after the Second Circuit issued its mandate. *See* Docs. 57, 63. Accordingly, Plaintiff's motion to reopen his case under Rule 59(e) is denied because the 28-day filing deadline has clearly passed.

B. Motion to Reopen under Rule 60

Because Plaintiff cannot succeed under Rule 59(e), the Court now examines his motion under Rule 60. Rule 60 refers to relief from a judgment or order, which may be granted on the following grounds:

(1) mistake, inadvertence, surprise, or excusable neglect;

(2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);

(3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;

(4) the judgment is void;

(5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or

(6) any other reason that justifies relief.

Fed. R. Civ. P. 60(b). Rule 60 motions must be made within a reasonable time, and "for reasons (1), (2) and (3) no more than a year after the entry of judgment or order or the date of the proceeding." *Id.* In light of Plaintiff's *pro se* status, the Court will assume Plaintiff has made his Rule 60 motion within a reasonable time because it was filed less than one year after the Second Circuit dismissed Plaintiff's appeal.[2]

Assuming timely filing then, the Court examines his motion under the demanding standards of Rule 60. "Rule 60(b) strikes a balance between serving the ends of justice and preserving the finality of judgments. Although it should be broadly construed to do substantial justice, . . . final judgments should not lightly be reopened." *Tapper v. Hearn*, 833 F.3d 166, 170 (2d Cir. 2016) (citations and internal quotation marks omitted). "A motion for relief from judgment is generally not favored and is properly granted only upon a showing of exceptional circumstances." *United States v. Int'l Bhd. of Teamsters*, 247 F.3d 370, 391 (2d Cir. 2001) (noting also that the burden of proof is on the party seeking relief from judgment). To grant relief under Rule 60(b), a court must "find that (1) the circumstances of the case present grounds justifying

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[2] Rule 6(b)(2) also instructs courts not to extend the time to file a motion pursuant to Rule 60(b), but because Rule 60(c) refers to "reasonable time" as being allowed for Rule 60(b) motions, the Court believes this assumption regarding filing deadlines is in compliance with Rule 6(b)(2) as well. *See* Fed. R. Civ. P. 6(b)(2), 60(c). The Court acknowledges Defendants' case citations suggesting Plaintiff's Rule 60 motion should have been filed within a year of this Court's judgment. However, it is reasonable that a *pro se* plaintiff would believe that Rule 60's filing period runs from when his appeal fails, and so the Court treats Plaintiff's motion with Proper leniency.

relief and (2) the movant possesses a meritorious claim in the first instance." *Sun v. Mashantucket Pequot Gaming Enter.*, 309 F.R.D. 157, 160 (D. Conn. 2015) (citation and internal quotation marks omitted). "Circumstances of the case" refer to factors such as "prejudice to the adversary, the length of the delay, the reason for the error, the potential impact on the judicial proceedings, whether it was in the reasonable control of the movant, and whether the movant acted in good faith." *Id.* (citation and internal quotation marks omitted). A "meritorious claim" is one that is sufficiently grounded in law. *Id.*

Plaintiff lists five reasons why this Court should reopen his case: (1) he will be represented by counsel, (2) he can present a "good defense to the case that was not available before," (3) the Court did not previously reach the merits, (4) he was ignorant of the proper discovery procedures, and (5) his previous complaint was inadequately pled. Doc. 64 at 1. As the Defendants point out, Plaintiff's stated grounds generally amount to a wish to re-litigate his case, now with the assistance of counsel, and Plaintiff's *pro se* status is not a new development. Docs. 66 at 12, 68 at 4. Plaintiff has not pointed to any changes in law, new evidence, or other factors listed in Rule 60(b) that would allow this Court to disturb the finality of its 2016 judgment. Plaintiff claims to be able to now present a previously unavailable defense, but he does not explain what that defense is nor why it was previously unavailable. *See* Doc. 64.

Nor is *pro se* status an exceptional circumstance upon which to grant this motion. *See* Doc. 71 ¶ 2. The Court was well-aware that Plaintiff was representing himself and treated Plaintiff accordingly. For example,

the Court had considered an equitable estoppel argument that Plaintiff had not raised. *Rumbin v. Duncan*, No. 3:11-CV-00904, 2016 WL 632440, at *3 (D. Conn. Feb. 17, 2016). Rumbin clearly believed that the 1989 settlement discharged all of its loans, but as the Court stated before, "Rumbin has not plausibly pled that the Government made any misrepresentation of fact" upon which he based his belief. *Id.* In other words, Plaintiff had plausibly claimed that parties were aware of all of Plaintiff's student loans, but he had not demonstrated that all of these loans should have been discharged as a result of the 1989 settlement. *See, e.g.*, Doc. 1 at 16-17. This discussion likely comes closest to analyzing the merits of Plaintiff's case, and, with no new facts presented, Plaintiff still does not appear to have a "meritorious claim in the first instance." *See Sun*, 309 F.R.D. 157 at 160. The Court sympathizes with Plaintiff—it must have been an unpleasant and unwelcome surprise when the federal government came to collect, with significant interest accumulated, years after he thought all his loans had been discharged. However, Plaintiff had his chance to litigate in this Court, and the law does not permit him to try again simply because he now has willing counsel. Accordingly, Plaintiff has not met the standard to reopen his case under Rule 60 of the Federal Rules of Civil Procedure.

C. Motions for Appointment of Counsel and to Transfer Case

Plaintiff's motion for appointment of counsel and motion to transfer his case to another judge are necessarily contingent on the Court ruling to reopen this action. Because the Court denies his motion to reopen, these motions are denied as moot.

IV. Conclusion

Plaintiff's motion to reopen this case pursuant to Rules 59(e) and 60 of the Federal Rules of Civil Procedure, [Doc. 64], is DENIED. Accordingly, his motion for appointment of counsel, [Doc. 74], and motion to transfer his case to another judge, [Doc. 75], are DENIED AS MOOT.

The Court adheres to its prior rulings [Docs. 50, 56], pursuant to which the Complaint was dismissed and the case closed.

It is SO ORDERED.

/s/ Charles s. Haight, Jr.
Senior United States District Judge

Dated: November 1, 2018
New Haven, Connecticut

ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT (AUGUST 24, 2017)

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

PETER R. RUMBIN,

Plaintiff-Appellant,

v.

ARNE DUNCAN, SECRETARY OF EDUCATION, US DEPT OF EDUCATION, TIMOTHY GEITHNER, UNITED STATES DEPARTMENT OF TREASURY, BETH HARRIS,

Defendants-Appellees.

No. 16-878

Before: Rosemary S. POOLER.,
Gerard E. LYNCH., Circuit Judges.[1]

Appellant, pro se, moves for an appeal, which we construe as seeking summary reversal. Upon due consideration, it is hereby ORDERED that the motion is

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[1] Judge Susan L. Carney, a member of the original panel, subsequently recused herself. Therefore, this case is decided by the two remaining members of the panel pursuant to Internal Operating Procedure E(b) of the Rules of the United States Court of Appeals for the Second Circuit.

DENIED. It is further ORDERED that Appellant's appeal from the grant of summary judgment to Appellee Harris is DISMISSED because it "lacks an arguable basis either in law or in fact." *Neuzke v. Williams*, 490 U.S. 319, 325 (1989), *see also* 28 U.S.C. § 1915(e). The appeal will continue in the ordinary course as to the other Appellees.

The parties are directed to brief, among any other issues, whether the district court should have given Appellant an opportunity to amend his complaint before dismissal to state a claim under the Administrative Procedure Act or for breach of contract. *See Dolan v. Connolly*, 794 F.3d 290, 295 (2d Cir 2015) (explaining that "a pro se complaint should not be dismissed without the Court granting leave to amend at least once when a liberal reading of the complaint gives any indication that a valid claim might be stated." (Alterations and citation omitted)); *Hendrickson v. United States*, 791 F.3d 354, 358-63 (2d Cir. 2015) (explaining when a district court has jurisdiction over a claim for breach of a settlement agreement).

FOR THE COURT:

/s/ Catherine O'Hagan Wolfe
Clerk of Court

ORDER OF THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT (MAY 19, 2017)

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

PETER R. RUMBIN,

Plaintiff-Appellant,

v.

ARNE DUNCAN, SECRETARY OF EDUCATION, US DEPT OF EDUCATION, TIMOTHY GEITHNER, UNITED STATES DEPARTMENT OF TREASURY,

Defendants-Appellees.

No. 16-878

Before: Reena RAGGI, Circuit Judge.,* Lewis A. KAPLAN, District Judge.†

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* Judge Carney has recused herself from consideration of this motion. Pursuant to Second Circuit Internal Operating Procedure E(b), the matter is being decided by the two remaining members of the panel.

† Judge Lewis A. Kaplan, of the United States District Court for the Southern District of New York, sitting by designation.

Appellant, prose, moves for appointment of counsel for oral argument. Upon due consideration of the arguments raised in his appellate brief, it is hereby ORDERED that the motion is DENIED and the appeal is DISMISSED because it "lacks an arguable basis either m law or in fact." *Neuzke v. Willams*, 490 U.S. 319, 325 (1989); *see also* 28 U.S.C. § 1915(e)(2)(B).

Appellant is also advised that this Court's Local Rule 322 requires that a *pro se* litigant who "submits a paper that an attorney has drafted in whole or substantial part must state at the beginning of the paper, 'This document was drafted in whole, or substantial part, by an attorney.'" 2d Cir. R. 32.2.

FOR THE COURT:

/s/ Catherine O'Hagan Wolfe
Clerk of Court

PLAINTIFF'S MEMORANDUM IN OPPOSITION TO USA MEMORANDUM TO DISMISS (JULY 23, 2012)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

PETER R. RUMBIN,

Plaintiff,

v.

ARNE DUNCAN, ET AL.,

Defendants.

No. 3:11-CV904 (CSH)

The plaintiff in the above entitle action hereby submits the following argument and authority in opposition the defendant United States of America's (USA) Memorandum to Dismiss, dated August 4, 2011, Doc. 12.

On page 4 of the USA's memorandum it understates the plaintiff's position on his first claim as simply that the U.S. is enforcing a claim that was dismissed. More accurately the plaintiff's claim is the U.S. present enforcement and collection is improper as barred by the doctrines of *Res Judicata*, claim and issue preclusion, and collateral estoppel. That is, that the precise same issues, claims, defenses, transactions, arguments, among the same parties pertained to all four loans.

The classic formulation of the res judicata and claim preclusion doctrine is as follows:

> [T]he judgment, if rendered on the merits, constitutes an absolute bar to a subsequent action. It is finality as to the claim or demand in controversy, concluding parties and those in privity with them, not only as to every matter which was offered and received to sustain or defeat the claim or demand, but as to any other admissible matter which might have been offered for that purpose. *Cromwell v. County of Sac*, 94 U.S. 351-2, 24 L.Ed. 195 (1876).

More recently, the bar aspect has been articulated as: If the plaintiff loses the litigation, the resultant judgment acts a bar to any further by the plaintiff on the "same claim" *Kaspar Wire Works v. Leco Eng'g & Mach, Inc.*, 575 F.2nd 30, 535 (5th Cir. 1978); Restatement 2nd of Judgments, § 19 (1982). Claim preclusion prevents a party from suing on the same claim which was previously litigated to final judgment by that party and precludes the assertion by such party of any legal theory, cause of action, or defense that could have been asserted in that action. While issue preclusion prevents relitigation of issues actually litigated and necessary for the outcome of the prior suit, even it if the current action involves different claims. *Parklane Hoisery Co. v. Shore*, 439 U.S. 332, 326 n.5, 99 S. Ct. 645; *Lawlor v. Nat. Screen Serv. Corp.*, 349 U.S. 332, 326, 75 S.Ct. 865(1955); Restatement 2nd of Judgments, § 17 cmt. a-c.

A claim in regard to the doctrines includes not only those matters actually addressed by the prior judgment but also those matters which could have

been raised in the action. "Res judicata prevents litigation of all grounds for, or defenses to, recovery that were previously available to the parties, regardless of whether they were asserted or determined in the prior proceeding." *Brown v. Felsen*, 442 U.S. 127, 131, 99 S. Ct. 2205 (1979). Thus, matters that arise from the same facts, occurrences or transaction that were the basis of a prior action may be within the scope of claim preclusion.

In this case, the defendant during the prior 1989 action specifically sought disclosure of all of the defendant there and plaintiffs herein existing college loans. *See* Document 1 attached to plaintiffs complaint. In plaintiffs responses of January 19, 1990 to the Interrogatories 1-3 the amounts and existence of all 4 loans was provided $890, $1650 and the two $2,500 subject loans in total form of $5,000, numbers G601 and F801 as referred to in defendant's memorandum at p. 3. (Complt. pp. 16-18). Thus, all four loans where involved in that prior litigation. Furthermore the chronology is undisputed. The plaintiff took out these loans while attending the University of Chicago during 1977 and 1978. Both loans were declared in default on September 1, 1987, two full years prior to the United States' commencing the prior action on October 17, 1989. (Defd's Memorandum p. 3, Doc.12). Thus, the existence and fact of default on the two $2,500 loans were made known to the defendant during the course of the prior litigation. On page 5 of defendant's memorandum it criticizes the plaintiff's mere conclusions that the debts being enforced are the same debt. However, as the above cited authority makes clear and as plaintiff's res judicata argument is that subject latter two loans are the same claim and

same issue that was litigated in the prior action and that they are barred by the doctrine because the loans and default on them were extant and known and raised and discussed during the prior litigation and part of the deliberation and settlement reached.

Most significant, there was a full judicial pre-trial with counsel in chambers with Judge Eginton including candid discussion of all of the facts and issues, arguments and defenses were laid out and discussed as to all four of the loans, that generated the stipulation for judgment of dismissal with prejudice and entered by agreement of both parties on September 24, 1990. Affidavit of Rumbin, para. 8 & 9, Attached. The defendant USA waited some 21 years since that stipulation to commence the enforcement through Treasury offset with interest that increased the debt more than three fold. Afdvt Rumbin, para. 10.

The doctrine of res judicata serves a vital public interest of fundamental substantive justice and private peace and finality that there be an end to litigation. *Federated Dept. Stores, Inc. v. Moitie*, 452 U.S. 394, 401(1981); *Hart Steele Co. v. RR Supply Co.*, 244 U.S. 294, 299 (1917); *Reed v. Allen*, 286 U.S. 191, 198-9 (1932).

Given the circumstances in this case where the two latter loans were know, disclosed and already in default and discussed in the pre-trial proceedings leading up to the stipulated dismissal with prejudice, it cannot be fairly said that those two loans are entirely unrelated to the loans involved in the prior 1989 action. Rather they were involved as they presented the same claim and issues and were subject, then, to the same defenses and arguments, and they could have been raised in that action, just as the $890 loan

was. Thus, further assertion of the loan debt as to those two loan debts is barred by the claim and issue preclusion doctrines.

The defendant in their memorandum (p. 5) argue that the plaintiff's claim that the present enforcement is improper because it is barred by the statute of limitation must fail because of the enactment of 20 U.S.C. § 1091(a)(a)(1). However, that section was enacted in 1991 as Pub. L. No. 102-26. Thus, at the time of the stipulated dismissal, when the defendants were engaged in litigation with the plaintiff over student loan debt and could have raised the latter two debts, those two debts were as a matter of law time barred by the 6 year period under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), Pub. L. No. 99-272 (1986). It does not comport with the spirit and policy of the doctrine of res judicata, to allow the defendants a second bite of the apple by not asserting their claims as to the latter two loans when they had the opportunity in the present pending litigation and then asserting it now when the law changed. To allow such a result appears to offend Constitutional principles of fundamental fairness.

As to the defendants claims that there was a failure of proper service upon the U.S. Attorney's Office, Attorney General and the agencies being sue, it asserted that the plaintiff has filed on or about May 18 and 19, 2012 returns of service which show that both the U.S. Attorney's and Attorney General and the U.S. Departments of Education and Treasury were in fact served.

For all of the above reasons, the defendant USA motion to dismiss should be denied.

Respectfully Submitted,

/s/ Peter R. Rumbin

Pro Se
87 Second St.
Hamden, CT 06514

AFFIDAVIT OF PETER RUMBIN (JULY 24, 2012)

CONNECTICUT SUPERIOR COURT

PETER R. RUMBIN,

Plaintiff,

v.

ARNE DUNCAN, ET AL.

No. 3:11-CV904 (CSH)

I, Peter Rumbin, am over eighteen years of age and believe in the obligations or an oath and make these statements on the bases of my own observations and experience;

1. In 1977 and 1978 I applied for Federal PELL Grant money to attend the University of Chicago.

2. I also dealt with the University of Chicago Financial Aid office who advised me apply for federal guaranteed college loans, which I did.

3. The next summer I went to take courses a Harvard University and the financial aid advisor there check my loan status and advised me that I did indeed have PELL grant money available while at the Univ. of Chicago, but that it had not been used.

4. Over ten years later in 1989 I was sued by the USA for unpaid an unpaid college loan with an initial principle of $1,650.

5. During the course of that litigation, I sought to have the University of Chicago account for how the grant money and loan money was applied and if in fact they had credited my account with any Pell grant monies.

6. At that time I also learned the U.S. Department of Education had investigated the University of Chicago and found irregularities with the way they handled the grant and loan money for students.

7. Also during the prior 1989 Conn. District Court Proceedings I answered disclosure requests and revealed information on what I thought was three loans for $1,650, $890 and $5,000 respectively, and later learned that the later was really two loans of $2,500 principle.

8. In the 1989 case proceeding there were pre-trial conferences and at one point before the Hon. Judge Eginton a full candid conference with the U.S. Attorney, Attorney Leff and myself where each of the four loans and all of the defenses of limitations periods, fraudulent inducement, lack of consideration, the irregularities with the student loan and grant on the part of the University of Chicago and the U.S. Department of Education investigation of them, and their being made to return grant money, and specifically all four of the loans disclosed.

9. It was after all of the facts and issues, arguments and defenses and issue were laid out and discussed as all four of the loans, the stipulation for judgment of dismissal with prejudice was entered by agreement of both parties on September 24, 1990.

10. When I was applying for the financial aid and loans I was told by the University of Chicago financial

aid advisers that they would first allocate all available grant moneys toward my tuition costs and then utilize loan money, which they did not do and refuse to account as to what and how the allocation was.

11. I was induced to borrow moneys in reliance upon that representation, which the University did not keep and breached.

12. The defendant USA waited some 21 years until March 2011 with the interest piling up to institute the enforcement by Treasury offset.

/s/ Peter Rumbin
Affiant

Subscribed and sworn to before me on
7/24/2012 at Hamden, CT

/s/ Robert C, Ruggiero, Jr.
Comm. of the Superior Ct of Conn.

MOTION TO DISMISS
(SEPTEMBER 26, 1990)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522 (WWE)

Pursuant to Rule 41 of the Federal Rules of Civil Procedure, the federal plaintiff hereby moves the Court to dismiss this action with prejudice, in accordance with the attached Stipulation.

Respectfully Submitted,

The Plaintiff

By: Stanley A. Twardy, Jr.
United States Attorney

/s/ Christine Sciarrino
Special Asst. U.S. Attorney
915 Lafayette Blvd.
Bridgeport, CT 06604
(203) 579-5596

STIPULATION FOR DISMISSAL (SEPTEMBER 26, 1990)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522 (WWE)

It is hereby stipulated by and between the federal plaintiff, United States of America, on the one hand, and the defendant, Peter R. Rumbin, on the other hand, by and through their respective attorneys as follows:

1. That the parties do hereby agree to the dismissal of the above captioned action with prejudice, each party to bear his own costs and attorney's fees.

2. That the defendant, Peter R. Rumbin agrees to discharge and hold and save harmless the United States of America and the Secretary of the United States Department of Education and their agents, officers and employees from any claims, including costs or expenses for or on account of any and all lawsuits or claims of any character whatsoever, in connection with the subject matter or institution of this action.

NOTICE OF SERVICE OF OFFER OF JUDGMENT (AUGUST 21, 1990)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendants.

Civil No. N-89-522 (WWE)

To: Carmen Espinoza Van Kirk
Assistant United States Attorney
450 Main Street, Room 328
Hartford, CT 06103

Diedre O'Connor
Christine Sciarrino
Assistant United States Attorneys
915 Lafayette Boulevard, Room 309
Bridgeport, CT 06604

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, the Defendant Peter Rumbin hereby gives notice of Service of Offer of Judgment to the Court in the above-captioned matter.

Said Offer of Judgment has been made for the purposes specified in Rule 68, and is not to be construed as an admission that the defendant is liable in any way in this action, or that the plaintiff has suffered any damage.

The Defendant,
Peter R. Rumbin

/s/ David A. Left
Jacobs, Grudberg Belt & Dow, P.C.
350 Orange Street
New Haven, Connecticut 06503
(203) 772-3100

MOTION FOR LEAVE TO FILE AMENDED ANSWER (JULY 20, 1990)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522 (WWE)

Defendant Peter R. Rumbin moves the Court for leave to file an amended answer, a copy of which is attached hereto as Exhibit A, on the ground that the defendant's original answer, filed on November 3, 1989, was completed by the defendant before he was represented by counsel. As the defendant has no legal training, he was unaware of the defenses available to him, and his answer fails to fully address the legal issues between the parties.

For the foregoing reasons, justice requires that the defendant be given an opportunity to file an amended answer.

Counsel for plaintiff has been contacted and states that she has no objection to the granting of this motion.

The Defendant,
Peter R. Rumbin

/s/ David A. Left
Jacobs, Grudberg Belt & Dow, P.C.
350 Orange Street
New Haven, Connecticut 06503
(203) 772-3100
His Attorneys

AMENDED ANSWER OF DEFENDANT PETER R. RUMBIN (JULY 20, 1990)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522 (WWE)

Now comes the defendant Peter R. Rumbin, for Amended Answer to the Complaint as follows:

First Defense

The Complaint fails to state a claim against the defendant upon which relief can be granted.

Second Defense

The right of action set forth in the Complaint did not accrue within six years next before the commencement of this action.

Third Defense

1. The defendant admits the allegations contained in Paragraph 1 of the Complaint.

2. The defendant admits the allegations contained in Paragraph 2 of the Complaint.

3. The defendant is without sufficient information to either admit or deny the allegations contained in Paragraph 3 of the Complaint and leaves the plaintiff to her proof.

4. The defendant admits that demand has been made upon him for the sum of $2,107.58, by letter of the plaintiff, dated October 5, 1989 (a copy of which is attached hereto as Exhibit A). The defendant is without information to either admit or deny all other allegations contained in Paragraph 4 of the Complaint and leaves the plaintiff to her proof.

FOURTH DEFENSE

1. If any money was loaned to the defendant, such money was loaned to the defendant as part of an underlying agreement to provide financial assistance to the defendant.

2. The University of Chicago required the defendant to apply for loans as a condition precedent to an award of financial assistance.

3. The University of Chicago, through its agents, servants, and employees, represented to the defendant that federal grant monies then available to the University of Chicago would be allocated first to meet the defendant's financial assistance requirements before the University of Chicago would require the

defendant to take a student loan as part of his award of financial assistance.

4. Acting in reliance upon the above-recited representation, the defendant was induced to apply for financial assistance from the University of Chicago.

5. Following its review of the defendant's application for financial assistance, the University of Chicago directed the defendant to take a student loan as part of an award of financial assistance.

6. The University of Chicago intentionally and deliberately failed to utilize the federal grant monies then available, and despite its failure to exhaust these funds, it required the defendant to take a student loan.

7. Acting in reliance upon the representation of the University of Chicago that it would exhaust the available federal grant monies first before requiring the defendant to take a student loan, the defendant was caused to incur the onerous and unnecessary burden of a student loan.

WHEREFORE, any obligations arising as a result of any sums loaned by or through the University of Chicago, evidenced by any note or otherwise, are unenforceable against the defendant for the following reasons:

a. The defendant was fraudulently induced to incur such obligation by the University of Chicago;

b. There was a want or failure of consideration to the underlying agreement to provide financial aid; and

c. There was a failure to perform a condition precedent to the underlying agreement to provide financial aid.

The Defendant,
Peter R. Rumbin

/s/ David A. Left
Jacobs, Grudberg Belt & Dow, P.C.
350 Orange Street
New Haven, Connecticut 06503
(203) 772-3100
His Attorneys

PLAINTIFF'S INITIAL MOTION FOR EXTENSION OF TIME TO ANSWER OR OBJECT TO INTERROGATORIES AND RESPOND TO REQUEST FOR PRODUCTION AND ADMISSIONS (DECEMBER 22, 1989)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522 WWE

Pursuant to Rules 33 and 34 of the Federal Rules of Civil Procedure and Rule 9 of the Local Rules of Civil Practice, the defendant in the above entitled action moves the court to grant an extension of time of an additional twenty days for the defendant to answer or object to interrogatories and respond to requests for production and admissions, dated December 4, 1989, served on the defendant by the plaintiff as its First Set of Interrogatories, Production Requests and Requests to Admit.

The undersigned *pro se* defendant represents that he has on the above date inquired of the opposing counsel

as to this motion and has ascertained from him that he has no objecting to the granting of this motion by agreement.

The Defendant, Pro Se

/s/ Peter R. Rumbin
87 Second Street
Hamden, Conn. 06514
Phone: (203) 776-0235

DEFENDANT'S RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES, FIRST REQUEST FOR PRODUCTION OF DOCUMENTS AND FIRST REQUESTS FOR ADMISSIONS (JANUARY 19, 1990)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522 (WWE)

Pursuant to Federal Rules of Civil Procedure 33, 34, and 36, plaintiff, United States of America, requests that defendant, Peter R. Rumbin respond to the interrogatories in Part II, and produce the documents in Part III, and respond to the requests for admission in Part IV, in accordance with the instructions and definitions set forth in Part I, within thirty (30) days at the Office of the United States Attorney, 915 Lafayette Blvd., Room 309, Bridgeport, Connecticut 06604, and permit the plaintiff, its attorneys and agents, to inspect and copy any documents produced.

I. Instructions and Definitions

The following instructions and definitions apply to each discovery request contained herein:

1. The term "document" includes, but is not limited to, originals and copies of all correspondence, literature, papers, memoranda, reports, notes, rough drafts, notebooks, work pads, messages, telegrams, mailgrams, tape recordings, transcripts, records, pamphlets, manuals, books, letters, releases, contracts, agreements, receipts, checks, and other recorded data.

2. This request is intended to cover all documents in the possession, custody or control of Peter R. Rumbin, including:

(a) documents in the physical, representatives, investigators, affiliates or its attorneys' agents, employees, representatives or investigator's; and

(b) documents which are in the physical custody of any person or entity other than peter R. Rumbin and which Peter R. Rumbin (I) owns such documents in whole or in part (II) has a right by contract or otherwise to retrieve, use, inspect, examine or copy such documents, (III) has an understanding express or implied, that Peter R. Rumbin may retrieve, use, inspect examine or copy such documents on any terms or (IV) has, as a practical matter, been able to use, inspect, examine or copy such documents when Peter R. Rumbin has sought to do so.

3. If any document or category of documents cannot be produced in full, Peter R. Rumbin shall produce to

the extent possible and shall specify the reason for its inability to produce that portion of the document or category of documents not produced.

4. "Identify" shall mean the following:

(a) when used in reference to a natural person, it means to state the person's:

(1) full name;

(2) present home address, or, if unavailable, last known home address;

(3) present business address, or, if unavailable, last known business address; and

(4) business affiliation and job title, or, if unavailable, last known business affiliation job title;

(b) when used in reference to a document, it means to state the type of document (e.g., letter, memorandum, telegram, chart) or other means of identifying it, its author and originator, its date or dates, all addresses or recipients and its present location or custodian.

5. The applicable time period for responses to these requests, unless otherwise stated in a particular request, is January 1, 1977, to date, and is ongoing.

II. Interrogatories

1. Identify all loans or grants received by Peter R. Rumbin or the University of Chicago for the education of Peter R. Rumbin including:

(A) The Source of each loan or grant;

Response:

1) University of Chicago, National Direct Student Loan.

2) Connecticut Saving Bank, Connecticut Student Loan Foundation.

(B) The amount of each loan or grant;

Response:

1) $890.300 plus interest.

2) $5,000.00

(C) The terms of repayment of each loan or grant;

Response:

1) The payment of principal and interest to be made commencing 9 months after I ceased 1/2 normal full-time academic workload at an institution of higher education and ending ten years and 9 months thereafter at 3% per year from the beginning of repayment period; see loan note in plaintiff's possession.

2) Unknown; low interest with payment deferred until education ended.

(D) Present balance due and owing by Peter R. Rumbin on each loan or grant;

Response:

1) Undetermined

2) $5,739.89 as of 3-28-89.

(E) The source and date of each payment made as repayment of the loan or grant;

Response:

1) None

2) Paid off by National Account Service on or about 3-28-89.

2. Identify the agents, servants, or employees of the University of Chicago who communicated with Peter R. Rumbin regarding repayment of the National Direct Student Loan Note executed on or about March 29, 1977.

Response:

a) Tim Curtis, P.O. Box 92250, Los Angeles, CA 90009, Account Rep. Academic Financial Services Assoc.

b) Department of Health Education and Welfare, Office of Education, Bureau of Student Financial Assistance, P.O. Box 8422 Chicago, Ill. 60680

c) Mrs. Lorna P. Straus, The University of Chicago; 1116 E. 59th St., Chicago, Ill. 60637; Dean of Student in the College.

d) E.W. Osborn, Jr.; University of Chicago, 5801 Elis Ave., Chicago, Ill. 60637; Director of Student Loan Center.

e) Fred R. Brook, Jr., The University of Chicago, Office of College Aid, Chicago, Ill. 60637, Director.

3. Describe the substance of these communications and any internal decisions, agreements, or documents, which were the result of communications between Peter R. Rumbin and agents, servants, or

employees of the University of Chicago regarding repayment of the National Direct Student Loan Note executed on or about March 29, 1977.

Response:

a) A Statement of principal due of the $980 and discussion of rights of deferment due to full-time student status.

b) Notice of delinquency-amounts $942.73 or 942.67.

c) Application for additional loans; tuition for '78, college aid office.

d) Obligations under NDSL and FISL; sale of loan to student loan marketing assoc.; loan balance stated as $1,650 and $180 past due.

e) College aid granted of $2010 gift and loan of $1,650.

4. Identify the date, location, and substance of any communication between Peter R. Rumbin and agents, servants or employees of the University of Chicago, regarding repayment of the National Direct Student Loan Note executed on or about March 29, 1977.

Response:

a) Sept. 7, Aug. 31, July 31, Aug. 22, 1978 and Sept. 30, 1979.

b) Jan. 31 and Mar. 1, 1981.

c) Jan 10, 1978.

d) Oct. 17, 1950.

e) Apr. 11, 1977.

All by mail to Hamden, Conn. address. (*See* Ans. to interrogatory No. 3 above for substance).

5. Describe and identify the terms of repayment of the National Directed Student Loan Note, executed on or about March 29, 1977 by Peter R. Rumbin, including;

(A) The document or oral statement specifying repayment;

Response:

See Answer to interrogatory No. 1(B) (1) above, and loan note dated March 29, 1977 in plaintiff's possession.

(B) The date of the oral statement.

Response:

None.

(C) All persons who have knowledge of the terms of repayment.

Response:

Peter R. Rumbin; Tim Curtis; Lorna P. Straus; E.W. Osborn Jr.; Fred R. Brooks Jr.

(*See* Answer to interrogatory No. 2 above for addresses and titles)

6. Describe the manner in which the University of Chicago failed and neglected to utilize federal BEOG (Now PELL) funds.

Response:

BEOG funds were available for educational expenses of the defendant at the time of the loans involved but were not utilized first

resulting in the unnecessary utilization of loan monies and additional monies paid by the defendant's parents. On confirmation and belief, the University of Chicago was made to return unused BEOG funds to the U.S. Dept. HEW after investigation on or about Oct., 1980.

7. Describe the fraudulent misrepresentations made to Peter R. Rumbin by servants, agents or employees of the University of Chicago, including:

(A) The substance of the fraudulent misrepresentations;

Response:

The defendant had to apply for student loans and grants as a condition to receipt of financial aid and that the university would utilize all available grant monies first in payment for defendant's education expenses before resorting to use of loan money.

That the defendant could obtain sufficient financial aid to complete his education at that university.

(B) The date of each fraudulent misrepresentation:

Response:

On divers times prior to and on or about March 29 and April 15, 1977

(C) The name of the individual knowledgeable of the fraudulent misrepresentation:

Response:

Fred R. Brooks, Jr.; William Borchert, Asst. Dir. of College Aid; Lorna P. Straus, Dean of students; all of University of Chicago, 1116 E. 59th St., Chicago Ill. 60637, Nancy Eakin, Dir. of Claims, U.S. Dept. of Education, Division of institutional Review, 401 So. State St., Chicago, Ill. 60605 and*

(D) The name of the individual who made each fraudulent misrepresentation;

Response:

Fred R. Brooks, Jr.; Lorna P. Straus, Enid Rieser, Asst. Dean of Students/advisor and others, (See Ans. To interrogatory No. 2 for addresses and titles).

III. Request to Produce

Pursuant to Federal Rule of Civil Procedure 34, the United States requests that Peter R. Rumbin produce the following documents:

1. All documents constituting the contents of any file pertaining to Peter R. Rumbin and the National Direct Student Loan Note executed on or about March 29, 1977.

Response: Produced.

2. All notes, memorandum or other documents of conversations held between Peter R. Rumbin and

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* Inter. No. 7(c) Cont. Virginia Safran, Student Loan Officer, Univ. of Chicago, 1116 E. 59th St., Chicago, Ill., Last known Residence New Haven, Conn. as of 1980.

agents, servants or employees of the University of Chicago, pertaining to the National Direct Student Loan, executed on or about March 29, 1977.

Response: Produced.

3. All written correspondence or documents received from or sent to Peter R. Rumbin by the University of Chicago or the United States of America, pertaining to the National Direct Student Loan executed by Peter R. Rumbin on or about March 29, 1977.

Response: Produced.

4. All documents pertaining to the decisions set forth in Interrogatory No.1.

Response: None.

5. All documents pertaining to the decisions set forth in Interrogatory No.3.

Response: None.

6. All documents pertaining to the decisions set forth in Interrogatory No.4.

Response: Produced.

7. All documents pertaining to the decisions set forth in Interrogatory No.5.

Response: Loan document in Plaintiff's possession speaks for itself.

8. All documents pertaining to the decisions set forth in Interrogatory No.7.

Response: Produced Notes on Telephone conversation with U.S. Dept. of Ed., Region 5 Director of Claims, Nancy Eakin, dated Oct. 23-24, 1980.

IV. Requests for Admission

Pursuant to Federal Rule of Civil Procedure 36, Peter R. Rumbin is instructed to admit the truth of the following within thirty (30) days of service.

1. On or about March 29, 1977, Peter R. Rumbin signed a National Direct Student Loan Note.

Answer: Admitted.

2. Attached hereto, as Exhibit "A" is true and correct copy of a National Direct Student Loan Note, executed by Peter R. Rumbin.

Answer: Admitted.

3. Pursuant to a National Direct Student Loan, Peter R. Rumbin was loaned $ 1650.00, for attendance at the University of Chicago.

Answer: Upon reasonable inquiry and investigation, there are conflicting figures in communications, such that I do not have sufficient information or knowledge to admit or deny the statement. It is admitted that I signed a note to the effect, it is not known whether that amount was actually applied or spent on my education.

4. Peter R. Rumbin has made no payments toward the National Direct Student Loan Note, executed on or about March 29, 1977.

Answer: Admitted.

5. The defendant has no information to refute the mathematical calculation of the National Direct Student Loan, as referenced in the Complaint.

Answer: Denied. See conflicting figures in correspondence re: loans produced herewith.

NATIONAL DIRECT STUDENT LOAN NOTE (MARCH 29, 1977)

THE UNIVERSITY OF CHICAGO
OFFICE OF STUDENT ACCOUNTS

CHICAGO, ILLINOIS

I, Peter R. Rumbin, hereinafter called the Maker, promise to pay to the University of Chicago, hereinafter called the Institution, located at 5801 Ellis Avenue, Chicago, Illinois 60637, such amounts as may from time to time be advanced to me and endorsed hereon together with all attorneys' fees and other costs and charges for the collection if any amount not paid when due according to the terms of the note.

The Maker further understands an agrees, and it is understood between the parties that:

I. All sums advanced pursuant to this note are drawn from fund created under Part E of title IV of the higher education Act of 1965, as hereinafter called the act the terms of the note as a subject to interpretation shall be constructed in the light of such act under federal regulation pertaining to the Act, copies of which shall be kept by the lending institution.

II. Repayment of principal, together with interest thereon, shall be made over period Commencing (except when paragraph III(3) is applicable) 9 months after the date on which the Maker ceases to carry, at an Institution of Higher Education, or at a comparable institution outside the states approved for this purpose by the U.S. Commissioner of Education, hereinafter called the Commissioner, at lease one-half

the normal full time academic workload and ending 10 years and 9 months after such date. Interest of 3 per centum per annum shall accrue from the beginning of such repayment period Repayment of Principal, together with interest thereon, shall be made in equal (or, if the Maker so requests in graduation installment determined in accordance with such schedules as may be approved by the lending Institution and the commissioner) quarterly, or monthly installment (as determined by the lending Institution) in accordance with the schedule which is attached to and made part of the note.

III. This Note is subject also to the following conditions

(1) The Maker may at his option and without penalty prepay all or any part of the principal, Plus the accrued interest thereon, at any time.

(2) In the event of failure to meet a scheduled repayment of any of the installment due on this Note, the entire unpaid indebtedness including interest due and accrued thereon, shall at the option of the lending Institution, become immediately die and payable.

(3) Interest shall not accrue, and installment need not be paid during any period (A) during which the Maker is carrying, at an institution of higher education or at a comparable institution outside the states approved for this purpose by the Commissioner, at least one-half the normal full-time academic workload or (B) not an excess of 3 years during which the Maker (I) is on full-time active duty as a member of the Armed Forces (Army,

Navy, All Force, Marine Corps, or Coast Guard) of the United States, (II) is in service as a volunteer under the Peace Corps Act, or (III) is in service as a volunteer under Title VIII of the Economic Opportunity Act of 1965 (VISTA). Any such period in (A) or (B) shall not be included in determining the 10-year period during which repayment must be completed as specified in paragraph II.

(4) If the Maker undertakes service after June 30, 1972, (A) as a fulltime teacher in a public or other nonprofit private elementary or secondary school which is m a school district of a local educational agency which is eligible in such year for assistance pursuant to Title I of the Elementary and Secondary Education Act of 1965 and which for the purposes of this clause and for that year has been designated by the Commissioner in accordance with the provisions of section 465(A)(2) of the Act as a school with a high enrollment of students from low-income families, or (B) as a full-time teacher of handicapped children (including mentally retarded, hard of hearing, deaf, speech impaired, visually handicapped, seriously emotionally disturbed, or other health-impaired children who by reason thereof require special education) in a public or other nonprofit elementary or secondary school system, for each complete year of such service the amount of this Note shall be reduced at the rate of 15 per centum of the total principal amount of the loan plus interest thereon for the first and second year

of such service, 20 per centum of the total principal amount plus interest thereon for the third and fourth year of such service, and 30 per centum of the total principal amount plus interest thereon for the fifth year of such service.

(5) If, after June 30, 1972, the Maker undertakes service as a fulltime staff member in a pre-school program earned on under section 222(A)(I) of the Economic Opportunity Act of 1964 (Head Start) which is operated for a period which is comparable to a full school year in the locality, and provided that the salary of such staff member is not more than the salary of a comparable employee of the local educational agency, the principal amount of this Note shall be reduced at the rate of 15 per centum of the total principal amount of the loan plus interest thereon for each complete year of such service.

(6) If, after June 30, 1972, the Maker serves as a member of the Armed Forces of the United States, up to 50 per centum of the principal amount of this loan shall be reduced at the rate of 12½ per centum of the total principal amount of the loan, plus interest thereon, for each complete year of service in an area of hostilities that qualifies for special pay under section 310 of Title 37, United States Code.

(7) The Maker is responsible for informing the lending institution of any change or changes in his address.

(8) Notwithstanding the repayment schedule otherwise calculable to Part II, the Maker shall repay the total principal amount of this loan at the rate of not less than $30 per month In the event the Maker receives or has received other National Direct Student Loans from other Funds authorized by the Act at one or more other lending Institutions, he/she shall repay this note at a monthly rate equal to not less than the amount by which $30 exceeds the total monthly rate of principal repayment on all such other loans.

(9) If the Maker fails to make timely payment of all or any part of a scheduled installment, or If the Maker is eligible for deferment or cancellation of payment (pursuant to Part III(3), (4), (5), or (6)), but fails to submit timely and satisfactory evidence thereof, the Maker promises to pay the charge assessed against him by the lending Institutions. No charge may exceed (I) where the loan is repayable in monthly installments, $1 for the first month or part of a month by which such installment or evidence is late, and $2 for each month or part of a month thereafter; or (2) m the case of a loan which is repayable in quarterly installments, $3 and $6, respectively, for each installment interval or part thereof by which such installment or evidence is late. If the lending Institution elects to add the assessed charge to the outstanding principal of the loan, It shall so inform the Maker prior to the due date of the next installment.

IV. Thus Note shall not be assigned by the lending Institution except, upon transfer of the Maker to another Institution participating in this program (or, If not so participating, Is eligible to do so and is approved by the Commissioner for such purpose), to such Institution; provided that assignment may be made to (A) Institutions other than those to which the Maker has transferred or to the United States where the lending Institution ceases to function as an educational Institution and (B) to the United States if this note has been m default for two years. The provisions of this note that relate to the lending Institution shall where appropriate relate to an assignee.

V. The Maker hereby certifies that he has listed below all of the National Direct Student Loans (or National Defense Student Loans) he has obtained at other Institutions.

/s/ Peter Rumbin
Signature of the Maker

Date: 29 March, 1977

For value received, the undersigned (who, if two or more in number, shall be jointly and severally bound) hereby unconditionally guarantee(s) the payment of the within note and all costs, expenses and attorneys' fees incurred in the collection thereof and the enforcement hereof, and waive(s) presentment, demand, protest, and notice of dishonor and of any renewal or extension of said note and consents to any such renewal or extension.

SCHEDULE OF ADVANCES

Amount	Date	Signature
$1050.00	3/29/77	/s/ Peter Rumbin
$600.00	4/15/77	/s/ Peter Rumbin

The National Direct Student Loan(s), which you have received, together with an ANNUAL PERCENTAGE RATE of 33 on the unpaid balance, is repayable in accordance with a repayment schedule to be executed at the time you terminate at least half-time study at this institution. The finance charge begins to accrue at the termination of the grace or other deferment period.

The AMOUNT FINANCED (or the total of all loans due) is repayable in accordance with the provisions of the promissory note and the repayment schedule to be attached thereto; and this is subject to provisions relating to DELINQUENCY and DEFAULT CHARGES specified in the promissory note form.

The maker may, at his option, and without penalty, prepay all or any part of the principal plus the accrued interest at any time.

/s/ Peter Rumbin
Signature of the Maker

Date: 29 March, 1977

The Maker acknowledges receipt of an exact copy of this note.

STUDENT LOAN INTERIM NOTE (OCTOBER 28, 1977)

No 339-01070

Amount of Loan $2,500.00

FOR VALUE RECEIVED, the undersigned Borrower premises to pay to the order of Connecticut Saving Bank, 47 Church Street, New Raven, Connecticut

The sum of Two Thousand five hundred dollars and no cents Dollars ($2,500.00) together with Interest at the rate of Seven (7) percent per annum on the outstanding principal balance, which interest shall be charged and shall accrue from the date hereof, or if the loan proceeds are disbursed at a later date from the date of actual disbursement by the lender of the loan proceeds. If there is such a delay in the disbursement of load proceeds the obligation of the borrower is conditioned upon the disbursement of loan proceeds in the amount stated above. This Note becomes payable and shall mature upon the earlier of the following dates, (1) the first day of the thirteenth calendar month after the month in which the borrower completes the academic program for which the loan was made, or (2) the first day if the tenth calendar month after the month which the borrower otherwise access to carry at an eligible institution at least one-half the normal academic workload (as determined by the institution).

This loan may be eligible for interest subsidy payments of seven (7) percent per annum by the U.S. Government. If eligible. These subsidized interest

payments that be paid on behalf of the borrower by the U.S. Government and shall reduce Borrower's interest obligation as provided above. The Lender or holder hereof will not collect or attempt to collect interest from the Borrower eligible for and receiving a federal interest subsidy. The federal interest subsidy shall terminate upon the Maturity Date of this Note or upon the date of default as described in Paragraph 3 below. Default caused by making a false loan application or financial statement may result in retroactive termination of the interest subsidy. Upon the termination of subsidized interest payments, the Borrower shall thereafter be Noble for payment of interest on the unpaid principal balance at the annual interest rate of seven (7) percent, which shall accrue from the date the subsidized payments terminate.

The Borrower further understands and agrees:

1. Governing Law, Connecticut Student Loan Foundation. This Note is subject to the provisions of Subchapter IV. Part B, of the Higher Education Act 1965, as amended, and any regulations issued thereunder, and Connecticut General Statutes Chapter 180, § 10-358 et seq., as amended. This Note shall otherwise be governed and construed in accordance with the laws of the State of Connecticut.

2. Installment Note. In lieu of paying this Interim Note in cash (or the equivalent acceptable to the holder) upon the Maturity Date, the Borrower may execute and deliver to the holder an Installment Note, on a form containing such terms and conditions as may then be prescribed by the holder and the Connecticut Student Loan Foundation, for the payment of the principal balance owing plus all accrued and unpaid interest. The installment Note will require completion

of repayment within fifteen (15) years from the data of execution of the Borrower's initial guaranteed student loan except in the event of an extension pursuant to Paragraph 4 below. The Installment Note will require the Borrower to pay a minimum of $360 Per year, including interest or the balance of all such loans (whichever is less), except that in the case of a husband and wife, both of whom have guaranteed student loans outstanding, the total of the combined payments for such a couple during any year shall not be less than $360 or the balance of all such loans, whichever is less.

3. Default. The Borrower shall be considered in default if any of the following conditions should exist:

(a) if there has been a failure to pay principal and unpaid interest hereunder when due or, in the alternative, to execute and deliver an installment Note in lieu of such payment on or before the Maturity date. The Borrower will be given 120 days from the Maturity Date to cure the failure to pay this Note or to execute and deliver an installment Note; or

(b) if bankruptcy proceedings are commenced by or against the Borrower; or

(c) if the Borrower has submitted to the Lender, holder hereof, or Connecticut Student Loan Foundation, or shall hereafter submit, for student loan purpose, a loan application or financial statement that is false, fraudulent, or contains a material misrepresentation.

In the event of default by reason of bankruptcy or the submission of a false statement, the Lender or holder hereof may, at its option, declare the entire

balance of principal and unpaid interest immediately due and payable. In the event of default for any reason, interest shall be charged to the Borrower and shall accrue on the unpaid balance (consisting of principal and accrued and unpaid interest as of the date of default) of the annual rate of seven (7) percent from the date of default.

4. Extension. In the event that the Borrower has ceased to carry at an eligible institution in which the Borrower has been accepted for enrollment or was enrolled at least one-half the normal full-time academic workload, or in the event the Borrower has completed the academic program for which the loan was made, the Maturity Date hereunder may be extended during the period that the Borrower is pursuing a full-time course of study at an eligible institution, or is pursuing a course of study pursuant to a graduate fellowship program approved by the U.S. Commissioner of Education and the Connecticut Student Loan Foundation, or during a period not in excess of three (3) years during which the Borrower is a member of the Armed Forces of the United States, serves as a volunteer under the Peace Corps Act, serves as a full-time volunteer under the Domestic Volunteer Service Act of 1973, or during a single period, nor it, excess of twelve (12) months, at the request of the Borrower, during which the Borrower is seeking and unable to find full-time employment. During any such extension period, the Borrower, if otherwise eligible, may receive federal interest subsidy. In order to obtain an extension pursuant to this paragraph, the Borrower agrees to notify, and to provide satisfactory proof, to the holder hereof of such affiliation or status, and to execute an Extension Note on a form containing such terms and

conditions as may then be prescribed by the holder and the Connecticut Student Loan Foundation. Any period of extension pursuant to the paragraph shall not be counted in determining the fifteen (15) year maximum period required by Paragraph 2 hereof

5. Prepayment. This Note may be prepaid at any time, either in whole or in part, of the option of the Borrower, without penalty and without liability for unaccrued interest. Such prepayment shall be first applied to interest accrued and unpaid (and not paid by the Federal interest subsidy) to the date of prepayment the balance of the prepayment shall be applied to principal.

6. No Waiver. No extension of time for payment of all or part of the amount owing hereunder shall affect the Borrower's liability hereunder, nor shall acceptance by the holder hereof of any late payment constitute a waiver of any other rights of the holder.

7. Demand. Demand, presentment for payment, and notice of dishonor are expressly waived by the Borrower

8. Collection Costs. In the event of default, the Borrower shall pay at costs of collection, including court costs and reasonable attorneys' fees incurred in the collection of this Note.

9. Notification of Change of Address. The Borrower hereby agrees to notify the holder hereof of any change of address promptly after the change.

Borrower acknowledges that prior to signing below, he or she has received and read a legible and completely filled-in copy of this Note and the accompanying Truth-in-Lending Disclosure for this Note.

/s/ Peter R. Rumbin
Signature of Borrower

Peter R. Rumbin
Typed or Printed Name of Borrower

87 Second St.
Hamden, Connecticut 06514

October 28, 1977
Date of Execution

/s/ Delores A. DeLucia
Consumer Loan Collection Officer

Date: September 9, 1987

STUDENT LOAN INTERIM NOTE (DECEMBER 21, 1978)

No 339-01071

Amount of Loan $2,500.00

FOR VALUE RECEIVED, the undersigned Borrower premises to pay to the order of Connecticut Saving Bank, 47 Church Street, New Raven, Connecticut

The sum of Two Thousand five hundred dollars and no cents Dollars ($2,500.00) together with Interest at the rate of Seven (7) percent per annum on the outstanding principal balance, which interest shall be charged and shall accrue from the date hereof, or if the loan proceeds are disbursed at a later date from the date of actual disbursement by the lender of the loan proceeds. If there is such a delay in the disbursement of load proceeds the obligation of the borrower is conditioned upon the disbursement of loan proceeds in the amount stated above. This Note becomes payable and shall mature upon the earlier of the following dates, (1) the first day of the thirteenth calendar month after the month in which the borrower completes the academic program for which the loan was made, or (2) the first day if the tenth calendar month after the month which the borrower otherwise access to carry at an eligible institution at least one-half the normal academic workload (as determined by the institution).

This loan may be eligible for interest subsidy payments of seven (7) percent per annum by the U.S.

Government. If eligible. These subsidized interest payments that be paid on behalf of the borrower by the U.S. Government and shall reduce Borrower's interest obligation as provided above. The Lender or holder hereof will not collect or attempt to collect interest from the Borrower eligible for and receiving a federal interest subsidy. The federal interest subsidy shall terminate upon the Maturity Date of this Note or upon the date of default as described in Paragraph 3 below. Default caused by making a false loan application or financial statement may result in retroactive termination of the interest subsidy. Upon the termination of subsidized interest payments, the Borrower shall thereafter be liable for payment of interest on the unpaid principal balance at the annual interest rate of seven (7) percent, which shall accrue from the date the subsidized payments terminate.

The Borrower further understands and agrees:

1. Governing Law, Connecticut Student Loan Foundation. This Note is subject to the provisions of Subchapter IV. Part B, of the Higher Education Act 1965, as amended, and any regulations issued thereunder, and Connecticut General Statutes Chapter 180, § 10-358 et seq., as amended. This Note shall otherwise be governed and construed in accordance with the laws of the State of Connecticut.

2. Installment Note. In lieu of paying this Interim Note in cash (or the equivalent acceptable to the holder) upon the Maturity Date, the Borrower may execute and deliver to the holder an Installment Note, on a form containing such terms and conditions as may then be prescribed by the holder and the Connecticut Student Loan Foundation, for the payment of the principal balance owing plus all accrued and unpaid

interest. The installment Note will require completion of repayment within fifteen (15) years from the data of execution of the Borrower's initial guaranteed student loan except in the event of an extension pursuant to Paragraph 4 below. The Installment Note will require the Borrower to pay a minimum of $360 Per year, including interest or the balance of all such loans (whichever is less), except that in the case of a husband and wife, both of whom have guaranteed student loans outstanding, the total of the combined payments for such a couple during any year shall not be less than $360 or the balance of all such loans, whichever is less.

3. Default. The Borrower shall be considered in default if any of the following conditions should exist:

(a) if there has been a failure to pay principal and unpaid interest hereunder when due or, in the alternative, to execute and deliver an installment Note in lieu of such payment on or before the Maturity date. The Borrower will be given 120 days from the Maturity Date to cure the failure to pay this Note or to execute and deliver an installment Note; or

(b) if bankruptcy proceedings are commenced by or against the Borrower; or

(c) if the Borrower has submitted to the Lender, holder hereof, or Connecticut Student Loan Foundation, or shall hereafter submit, for student loan purpose, a loan application or financial statement that is false, fraudulent, or contains a material misrepresentation.

In the event of default by reason of bankruptcy or the submission of a false statement, the Lender or

holder hereof may, at its option, declare the entire balance of principal and unpaid interest immediately due and payable. In the event of default for any reason, interest shall be charged to the Borrower and shall accrue on the unpaid balance (consisting of principal and accrued and unpaid interest as of the date of default) of the annual rate of seven (7) percent from the date of default.

4. Extension. In the event that the Borrower has ceased to carry at an eligible institution in which the Borrower has been accepted for enrollment or was enrolled at least one-half the normal full-time academic workload, or in the event the Borrower has completed the academic program for which the loan was made, the Maturity Date hereunder may be extended during the period that the Borrower is pursuing a full-time course of study at an eligible institution, or is pursuing a course of study pursuant to a graduate fellowship program approved by the U.S. Commissioner of Education and the Connecticut Student Loan Foundation, or during a period not in excess of three (3) years during which the Borrower is a member of the Armed Forces of the United States, serves as a volunteer under the Peace Corps Act, serves as a full-time volunteer under the Domestic Volunteer Service Act of 1973, or during a single period, nor it, excess of twelve (12) months, at the request of the Borrower, during which the Borrower is seeking and unable to find full-time employment. During any such extension period, the Borrower, if otherwise eligible, may receive federal interest subsidy. In order to obtain an extension pursuant to this paragraph, the Borrower agrees to notify, and to provide satisfactory proof, to the holder hereof of such affiliation or status, and to execute an

Extension Note on a form containing such terms and conditions as may then be prescribed by the holder and the Connecticut Student Loan Foundation. Any period of extension pursuant to the paragraph shall not be counted in determining the fifteen (15) year maximum period required by Paragraph 2 hereof

5. Prepayment. This Note may be prepaid at any time, either in whole or in part, of the option of the Borrower, without penalty and without liability for unaccrued interest. Such prepayment shall be first applied to interest accrued and unpaid (and not paid by the Federal interest subsidy) to the date of prepayment the balance of the prepayment shall be applied to principal.

6. No Waiver. No extension of time for payment of all or part of the amount owing hereunder shall affect the Borrower's liability hereunder, nor shall acceptance by the holder hereof of any late payment constitute a waiver of any other rights of the holder.

7. Demand. Demand, presentment for payment, and notice of dishonor are expressly waived by the Borrower

8. Collection Costs. In the event of default, the Borrower shall pay at costs of collection, including court costs and reasonable attorneys' fees incurred in the collection of this Note.

9. Notification of Change of Address. The Borrower hereby agrees to notify the holder hereof of any change of address promptly after the change.

Borrower acknowledges that prior to signing below, he or she has received and read a legible and completely

filled-in copy of this Note and the accompanying Truth-in-Lending Disclosure for this Note.

/s/ Peter R. Rumbin
Signature of Borrower

Peter R. Rumbin
Typed or Printed Name of Borrower

87 Second St.
Hamden, Connecticut 06514

December 21, 1978
Date of Execution

DEFENDANT'S ORIGINAL ANSWER (NOVEMBER 3, 1989)

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,

Plaintiff,

v.

PETER R. RUMBIN,

Defendant.

Civil No. N-89-522-WWE

Now comes Peter R. Rumbin, defendant herein, for answer to the Complaint as follows:

First Defense

1. The Defendant admits the allegations contained in Paragraphs 1. and 2. of the complaint.

2. The Defendant is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 3. of the complaint and leaves the plaintiff to its proof.

3. The defendant admits that demand has been made upon him by the plaintiff for the sum claimed and that this amount remains unpaid as alleged in Paragraph 4. of the complaint, but is without knowledge

or information sufficient to form a belief as to the truth of the remaining allegations contained in said paragraph.

Second Defense

1. The subject loan in this action, as well as a Connecticut Student Loan were made incident the defendant's application for financial assistance to the University of Chicago, Financial Aid Office.

2. Said financial aid office required the defendant's application for said loans as a condition to application for financial aid.

3. Said University financial aid office undertook to plan and advise the defendant with respect to his application for financial aid including non-refundable grants and loans from both the federal government and State of Connecticut.

4. Said university, its agents or servants within said financial aid office represented to the defendant that federal grant monies available to the university would be utilized first to finance the defendant's educational expenses before any loan funds.

5. In rendering said assistance said university it agents or servants caused the defendant to make application for loans far in excess of what was necessary had said available grant monies been fully utilized, and beyond what it knew or should have known to be the defendant's ability to repay any such loans.

6. Said university failed and neglected to utilize federal BEOG (now PELL) funds, which were then available, toward the defendant's education causing

him to borrow beyond his means and ultimately be forced to discontinue his degree program at said university.

7. Any sums found owing by the defendant to the plaintiff are owed by said university to the defendant for its said fraudulent misrepresentations.

The Defendant, Pro Se

/s/ Peter R. Rumbin
87 Second Street
Hamden, Conn. 06514
Phone: (203) 776-0235

OFFSET STATEMENT
(SEPTEMBER 13, 2017)

DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE
P.O. Box 1686 Birmingham, AL 35201-1686

Peter Rumbin
87 Second St.
Hamden, CT 06514

US DEPARTMENT OF THE TREASURY
TREASURY OFFSET PROGRAM

SENSITIVE BUT UNCLASSIFIED
Offset Report as of 09-13-2017 14:54:25

Debtor TIN: 044387329

Debtor Status: Inactive

Subject to Offset: No

Debt Number: 05044387329

Debt Type: Individual

Offset Count: 67

Debtor Name: Peter Rumbin

Debt Phone: 8006213115

Reversal Count: 0

Agency ID/Name: 05-U.S. Department of Education

Agency Site Name/Address:

50-U.S. Department of Education
Federal Offset Unit
P.O. Box 5227
Greenville, TX 75403

Offset Information

Payee Name/Address:

Peter Rumbin
87 Second St.,
Hamden, CT 06514-4711

Agency Site ID: 50

Payment Agency: 27/Social Security Administration

Payment Type: SC

REV: No

Payment Date	Payment Amount	Offset Amount
2016-12-02	$898.00	$134.70
2016-11-03	$898.00	$134.70
2016-10-03	$898.00	$134.70
2016-09-02	$898.00	$134.70
2016-08-03	$898.00	$134.70
2016-07-01	$898.00	$134.70
2016-06-03	$898.00	$134.70
2015-06-03	$898.00	$134.70
2016-04-01	$898.00	$134.70
2016-03-03	$898.00	$134.70

2016-02-03	$898.00	$134.70
2015-12-31	$898.00	$134.70
2015-12-03	$898.00	$134.70
2015-11-03	$898.00	$134.70
2015-10-02	$898.00	$134.70
2015-09-03	$898.00	$134.70
2015-08-03	$898.00	$134.70
2015-07-02	$898.00	$134.70
2015-06-03	$898.00	$134.70
2915-05-01	$898.00	$134.70
2015-04-03	$898.00	$134.70
2015-03-03	$898.00	$134.70
2015-02-03	$898.00	$134.70
2015-01-02	$898.00	$134.70
2014-12-03	$882.00	$132.00
2014-11-03	$882.00	$132.00
2014-10-03	$882.00	$132.00
2014-09-03	$882.00	$132.00
2014-08-01	$882.00	$132.00
2014-07-03	$882.00	$132.00
2014-06-03	$882.00	$132.00
2014-05-29	$31.00	$31.00
2014-05-02	$882.00	$132.00
2014-04-03	$882.00	$132.00

2014-03-03	$882.00	$132.00
2014-02-03	$882.00	$132.00
2014-01-03	$882.00	$132.00
2013-12-03	$867.00	$117.00
2013-11-01	$867.00	$117.00
2013-10-03	$867.00	$117.00
2013-09-03	$867.00	$117.00
2013-08-02	$867.00	$117.00
2013-07-03	$867.00	$117.00
2013-06-03	$867.00	$117.00
2013-05-03	$867.00	$117.00
2013-04-03	$867.00	$117.00
2013-03-01	$867.00	$117.00
2013-02-01	$867.00	$117.00
2012-11-02	$856.00	$106.00
2012-10-03	$856.00	$106.00
2012-08-31	$856.00	$106.00
2012-08-03	$856.00	$106.00
2012-07-03	$856.00	$106.00
2012-06-01	$856.00	$106.00
2012-05-03	$856.00	$106.00
2012-04-03	$856.00	$106.00
2012-03-02	$856.00	$106.00
2011-12-02	$826.00	$76.00

2011-11-03	$826.00	$76.00
2011-10-03	$826.00	$76.00
2011-09-02	$826.00	$76.00
2011-08-03	$826.00	$76.00
2011-07-01	$826.00	$76.00
2011-06-03	$826.00	$76.00
2011-05-03	$826.00	$76.00
2011-04-01	$826.00	$76.00
2011-03-03	$826.00	$76.00