

NYC Department of Consumer and Worker Protection License Number 2045950-DCA

CONSUMER CREDIT TRANSACTION

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

ACCESSLEX INSTITUTE D/B/A  
ACCESS GROUP  
10 North High Street, Suite 400  
West Chester PA 19380

Plaintiff,

Index No.

Plaintiff designates Kings  
County as the place of trial.

vs.

ROBERT BROADHURST  
357 Court Street, Apt. 3  
Brooklyn NY 11231

**SUMMONS**

The basis of the venue is  
Defendant's residence in  
Kings County.

Defendant.

*To the Above-Named Defendant:*

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action and to serve a copy of your Answer\* to the annexed complaint upon Plaintiff's attorney at the address stated below, within the time provided by law as noted below; upon your failure to appear or Answer, Judgment will be taken against you for the relief demanded in the Complaint, together with the costs of this action.

Dated: February 4, 2022



Karl E. Kolkmann, Esq.  
Lacy Katzen LLP  
*Attorneys for Plaintiff*  
Legacy Tower, 600 Bausch & Lomb Place  
Mailing Address: P.O. Box 22878  
Rochester, New York 14692-2878  
Telephone: (585) 324-5775 (866) 250-2112

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*Note: The law provides that:*

(1) if this Summons is served by its delivery to you personally within the County of Kings, you must answer within twenty (20) days after such service; or

(2) if this Summons is served by delivery to any person other than you personally, or is not personally delivered to you within the State of New York, you are allowed thirty (30) days after service is complete within which to Answer.

\* You need not physically go to the Court to serve an Answer.

This communication is from a debt collector. This is an attempt to collect a debt.  
Any information obtained will be used for that purpose.

STATE OF NEW YORK  
SUPREME COURT COUNTY OF KINGS

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ACCESSLEX INSTITUTE D/B/A  
ACCESS GROUP

Plaintiff,

vs.

VERIFIED  
COMPLAINT

ROBERT BROADHURST

Defendant.

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AccessLex Institute, for its complaint alleges:

1. Plaintiff, AccessLex Institute doing business as Access Group, ("Access Group"), is a non-profit organization organized under the laws of Delaware with a principal place of business in West Chester, Commonwealth of Pennsylvania that provides education loan programs for students in the graduate and professional school community and is dedicated to promoting broad access to higher education.
2. Robert Broadhurst ("Defendant") is a natural person residing in Brooklyn, County of Kings, State of New York.

**BACKGROUND FACTS**

3. At a time before any of the events in issue, Access Group entered into Agreements with National City Bank, Cleveland, Ohio, now known as PNC Financial Services Group, Inc. ("Bank"), to make the loans to students participating in Access Group's student loan programs.

4. As part of the Access Group student loan programs, Access Group agreed to acquire, through assignment, the Access Group education loans funded by the Bank through these programs after the loans were made to students, thereby becoming the owner and holder of those education loans.

5. Defendant was a student who financed his education by utilizing an Access Group private education loan to attend law school at Columbia University School of the Arts.

**FIRST CAUSE OF ACTION**

6. Access Group repeats and realleges ¶¶ 1-5 inclusive as if set forth at length.

7. Defendant executed an Application and Loan Agreement ("Loan Agreement") on September 28, 2005 which resulted in the disbursement of education loan funds on October 7, 2005, December 9, 2005 and January 9, 2006 to, or on behalf of, Defendant in the amount of \$35,858.00. A true and accurate copy of the Application, Loan Agreement, and Federal Truth In Lending Disclosure Statement are attached hereto and incorporated herein as Exhibit "A".

8. On June 28, 2006, Access Group became the owner and holder of the Loan Agreement with Defendant pursuant to its Agreements with the Lender, National City Bank. A true and accurate copy of the the Affidavit of Lost or Destroyed Loan Assignment is attached hereto and incorporated herein as Exhibit "B".

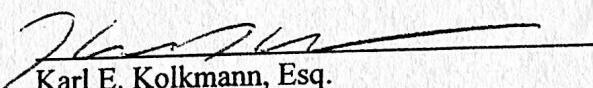
9. Defendant failed to comply with the repayment terms of the Loan Agreement and thereby breached the terms of the Agreement.

10. Defendant last paid Access Group on June 27, 2019 in the sum of \$384.31.

11. As a result of the Defendant's breach, as defined in the Loan Agreement, Defendant owes Plaintiff the principal amount of \$37,625.24 together with interest previously accrued in the amount of \$1,494.34 and unpaid late charges of \$35.00.

WHEREFORE, Plaintiff demands Judgment against the Defendant for the principal sum of \$37,625.24 plus previously accrued interest of \$1,494.34, unpaid late charges in the amount of \$35.00, together with the costs and disbursement of this action, and such other and further relief as is just and proper.

Dated: February 1, 2022



Karl E. Kolkmann, Esq.

Lacy Katzen LLP

Attorneys for Plaintiff

Legacy Tower, 600 Bausch & Lomb Place

Mailing Address: P.O. Box 22878

Rochester, New York 14692-2878

Telephone: (585) 324-5775 (866) 250-2112

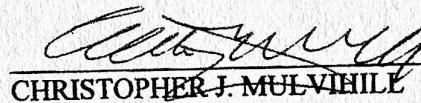
## VERIFICATION

STATE OF DELAWARE)

COUNTY OF NEW CASTLE) ss.:

Christopher J. Mulvihill, being duly sworn, deposes, and says:

I am the Director of Loan Recovery and Collections for AccessLex Institute d/b/a Access Group, the Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; and the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe to be true. This Verification is made by me because the above party is a corporation. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: Plaintiff's books and records.



CHRISTOPHER J. MULVIHILL

700002906

Ref # 40643299

Acct # 252203 NAME Robert Broadhurst

## EXHIBIT "A"

# Access Application and Loan Agreement for group. Access Group® Private Loan Programs

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties that may include fines or imprisonment under the United States Criminal Code.

P  
P.05.A

## Borrower Information (Please complete all information in this section. If all information is not completed in full, processing of your Application and Loan Agreement may be delayed.)

1. Borrower Last Name BROADHURST	Borrower First Name ROBERT	Borrower Middle Initial J	2. Borrower Social Security Number [REDACTED]
3. Borrower Date of Birth (MM/DD/YYYY) [REDACTED]	4. Driver's License Number (List two-letter state abbreviation first.) State: CT Number: [REDACTED]	5. Citizenship status: U.S. Citizen, National, International or Eligible Noncitizen <input checked="" type="checkbox"/> Student <input type="checkbox"/> See instructions	
6. Permanent U.S. Address (Neither an address outside the U.S. or U.S. Territories nor a P.O. Box is acceptable.) Street 8 W. 105TH ST. APT. 3D City NEW YORK		State NY Zip Code 10025	
7. Home Telephone Number (-)			
8. Current Mailing Address (An address outside the U.S. or U.S. Territories is not acceptable.) If same as Permanent Address, write "same as above." Street 8 W. 105TH ST. APT. 3D City NEW YORK		State NY Zip Code 10025	
9. Current Telephone Number (-)		10. E-mail Address RJB21223COLUMBIA.EDU	
11. Personal References (Two separate adult references with different U.S. addresses are required — P.O. Boxes not accepted. Both references must be completed fully.)			
A. Name Address (Permanent) 5 PUTNAM HILL City GREENWICH State CT Zip 06830 Telephone Number ( 203 869-8743 )	B. Name Address (Permanent) 9 DRUID LANE City RIVERSIDE State CT Zip 06878 Telephone Number ( 203 698-1605 )	T BROADHURST	
12. Loan Amount Requested \$ 38,400.00	13. Are you also the student for whom this loan is requested? If yes, skip fields 14 and 15. Yes, <input checked="" type="checkbox"/> No, <input type="checkbox"/> I am the student. I am the sponsor.		
14. Current Employer Information Company Name _____ Telephone Number ( _____ ) _____ Address _____ State _____ Zip Code _____ \$ _____ .00			

## Borrower Request for Loan, Promise to Pay, and Signature

**PLEASE READ YOUR IMPORTANT NOTICES AND BORROWER CERTIFICATION, AND THE STATEMENT OF LOAN TERMS AND CONDITIONS IN THEIR ENTIRETY BEFORE SIGNING.**

I request a loan from National City Bank (the "Lender") in the amount set forth as the "Loan Amount Requested" in field 12 above, under the loan program for which you determine me to be eligible based on the information I have provided (enrollment status, program of study, and citizenship status) in this Application and Loan Agreement (the "Application"). I have read and understand the Borrower Certification, the Important Notices, and the applicable Statement of Loan Terms and Conditions (the "Statement of Terms") which accompany (and are incorporated by this reference into) this Application. I declare under penalty of perjury that each of the statements in this Application and in the Borrower Certification is true, correct and complete. I agree to be bound by the Borrower Certification and by each of the terms and conditions of the Statement of Terms. I understand that the amount and certain other terms of my loan will be described to me in a separate Disclosure Statement. I promise to pay, to the order of the Lender, the principal sum advanced to me or paid on my behalf, together with interest thereon and all other amounts provided for in the Statement of Terms.

If you sign this documentation in Wisconsin: NOTICE TO CUSTOMER (A) DO NOT SIGN THIS BEFORE YOU READ THE IMPORTANT NOTICES AND BORROWER CERTIFICATION AND THE ACCOMPANYING STATEMENT OF LOAN TERMS AND CONDITIONS, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

16. Signature of Borrower Ensigned by: ROBERT J BROADHURST

17. Date 09/28/2005

18. Student Last Name BROADHURST		Student First Name ROBERT	Student Middle Initial J	19. Student Social Security Number [REDACTED]
20. Student Date of Birth (MM/DD/YYYY) [REDACTED]		21. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	
22. Enrollment period for which loan is requested (MM/YYYY) From: 09/30/2005 To: 05/31/2006		23. Enrollment Status At least half time <input checked="" type="checkbox"/> Less than half time <input type="checkbox"/>		
24. Check only one box to indicate the program for which you will be enrolled. List program of study code where requested. See Instructions. Dental <input type="checkbox"/> Law <input type="checkbox"/> Graduate Health <input type="checkbox"/> (Program Code) Continuing Education/Certificate Program <input type="checkbox"/> (Program Code) Graduate Business/MBA <input type="checkbox"/> Medical <input type="checkbox"/> Other Graduate/Professional <input checked="" type="checkbox"/> OTH (Program Code) Undergraduate <input type="checkbox"/> (Program Code)				

I authorize Access Group or any educational institution that I may attend to release to the Lender, subsequent holder, or their agents, and to the borrower identified on this application, any information pertinent to this loan (including information requested on this application as well as future information about my enrollment status). If this loan (or any part thereof) is canceled, I agree to return any funds (or applicable part thereof) that have been disbursed to me.

25. Signature of Student \_\_\_\_\_ 26. Date \_\_\_\_\_

27. School Name COLUMBIA UNIVERSITY		SCHOOL OF THE ARTS	28. DOE School Code 002707-02	DOE Branch Code	29. Grade Level
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30. Loan Period (MM/DD/YYYY) From: To:	31. Anticipated Graduation Date (MM/DD/YYYY)	32. Certified Private Loan Amount \$ _____ .00
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33. Check only one box to indicate the program of study in which the student will be enrolled. If necessary, see School Certification Instructions. Dental <input type="checkbox"/> Law <input type="checkbox"/> Graduate Health <input type="checkbox"/> Continuing Education/Certificate Program <input type="checkbox"/> Graduate Business/MBA <input type="checkbox"/> Medical <input type="checkbox"/> Other Graduate/Professional <input type="checkbox"/> Undergraduate <input type="checkbox"/>				
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34. Recommended Disbursement Date(s) (MM/DD/YYYY) 1st _____ 2nd _____ 3rd _____ 4th _____
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35. Recommended Disbursement Amount(s) 1st \$ _____ 2nd \$ _____ 3rd \$ _____ 4th \$ _____
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My signature certifies that I am an authorized official of the institution listed in field 27 and I have read and agree to the "School Certification" and, based upon the records available to the institution listed in field 27, the information provided above is true and accurate to the best of my knowledge and belief.

36. Signature of Authorized School Official \_\_\_\_\_ 37. Date \_\_\_\_\_

## Important Notices and Borrower Certification

### **Criminal Penalties 18 U.S.C. §1014**

Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ... any institution the accounts of which are insured by the Federal Deposit Insurance Corporation ..., upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferral of action or otherwise, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1 million or imprisoned not more than 30 years, or both.

### **Borrower Authorization**

I authorize the Lender and Access Group, Inc. to investigate my creditworthiness and to obtain information from others concerning my credit standing and other relevant information affecting this application. I authorize the Lender or other subsequent holder of my loan and Access Group, Inc. to provide to others information about my loan and the Lender's (or subsequent holder's) or Access Group, Inc.'s experiences with me. If I have a cosigner, I authorize the Lender or subsequent holder of my loan, Access Group, Inc., and the servicer of my loan to obtain my credit report from time to time in order to determine whether my cosigner may be eligible for release from his or her obligations in connection with this debt. I acknowledge and agree that the school referenced on the Application and Loan Agreement may receive a copy of this Application and Loan Agreement. Except as otherwise prohibited by law, I agree and consent that the Lender may share with its respective affiliates all information about me for the purposes, among other things, of evaluating credit applications or offering products and services that it believes may be of interest to me. Under the Fair Credit Reporting Act there is certain credit information about me that cannot be shared by the Lender with its affiliates if I send a written instruction containing my name, address, account number, and Social Security number addressed as follows: National City Bank, Office of Consumer Privacy, P.O. Box 4063, Kalamazoo, MI 49009.

### **Important Information about Procedures For opening a New Account**

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, business documents, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### **If you sign the Application and Loan Agreement in California:**

A married applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

If we take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

### **If you sign the Application and Loan Agreement in Iowa (This is a consumer credit transaction), Nebraska, or Kansas:**

#### **Notice to Consumer:**

1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

**If you sign the Application and Loan Agreement in Iowa and the principal amount of this loan exceeds \$20,000: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

### **If you sign the Application and Loan Agreement in Rhode Island:**

A consumer report may be requested in connection with this application.

### **If you sign the Application and Loan Agreement in Maryland:**

We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions, which we expressly reserve.

### **If you sign the Application and Loan Agreement in New York:**

A consumer report may be requested in connection with this application. Upon our request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made.

### **If you sign the Application and Loan Agreement in Ohio:**

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

### **If you sign the Application and Loan Agreement in Pennsylvania:**

You intend to be legally bound by this Application and Loan Agreement and the Statement of Loan Terms and Conditions.

### **If you sign the Application and Loan Agreement in Utah:**

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

### **If you sign the Application and Loan Agreement in Vermont:**

You authorize National City Bank to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or the account including, but not limited to: (a) evaluating the application; and (b) renewing, reviewing, modifying, and taking collection action on your account.

Your consent is required before we can share certain credit information about you with our affiliates. We are permitted to share information which is not a credit report under Vermont law without your consent, such as information related solely to our transactions and experiences with you.

### **If you sign the Application and Loan Agreement in Wisconsin:**

For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interests of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

### **Borrower Certification**

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in my Application and Loan Agreement for a loan under the Access Group® loan programs is true, complete, and correct to the best of my knowledge and belief and is made in good faith. At my lender's option, I authorize the lender to make my loan check payable to the student on whose behalf the loan is to be extended (which in the case of a non-student borrower is the person identified in fields 18 and 19 of my Application and Loan Agreement, and in the case of a student borrower is me) and mail it to such student's school, to mail a master check to such student's school, or to electronically transfer loan funds to such student's account at such student's school, and, in the case of an Electronic Funds Transfer or master check, if I am a borrower who is not the student, I further authorize the lender and the school to distribute to the student any loan funds in excess of the amount owed or payable by such student to the school during the applicable academic period. IF I AM A BORROWER WHO IS NOT ALSO THE STUDENT, I UNDERSTAND AND AGREE THAT NO AMOUNTS WILL BE PAYABLE TO ME EITHER BY CHECK OR ELECTRONIC TRANSFER. I authorize any educational institution that such student may attend, the guarantor, or Access Group, Inc. to release to the lending institution, subsequent holder, or their agents, any requested information pertinent to my loan (e.g., employment, enrollment status, prior loan history, current address). I authorize my lender, subsequent holder, Access Group, Inc., or their agents to advise such student's educational institution of the status of my Application and Loan Agreement or of my loan. I also authorize the lender, subsequent holder, educational institution, the guarantor, Access Group, Inc., or their agents to make inquiries to or respond to inquiries from subsequent lenders or holders with respect to my Application and Loan Agreement and related documents. I also authorize the lender, subsequent holder, guarantor, or their agents to release information and make inquiries to the persons I have listed in my Application and Loan Agreement as references, for the purpose of learning my current address and telephone number. I also authorize the lender, subsequent holder, the guarantor, Access Group, Inc., or their agents to check my credit and employment history and to answer questions about their credit experience with me. I certify that the proceeds of my loan will be used for educational purposes for the academic period stated in my Application and Loan Agreement at the educational institution named on my Application and Loan Agreement. I understand that I am responsible for repaying immediately any funds that I or the student receive which are not to be used or are not used for educational expenses related to attendance at the institution stated for the loan period stated. I certify that I have not filed for bankruptcy in the past seven years. I certify that I am not now in default on any loan received under the Federal Direct Loan Program or the Federal Family Education Loan Program, or other education loan.

## Student Borrowers

### Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

This Statement of Loan Terms and Conditions applies to, and is a part of, my Application and Loan Agreement. My signature on the Application and Loan Agreement certifies that I have read, understand, and agree to these Loan Terms and Conditions. In this Statement of Loan Terms and Conditions the words "I," "me," "my," and "mine" mean the borrower identified on the Application and Loan Agreement. If a cosigner is identified on the Application and Loan Agreement, the words "I," "me," "my," and "mine" mean the borrower and the cosigner, jointly and severally, until such time, if any, as you may release the cosigner from his or her obligations under the Application and Loan Agreement pursuant to Paragraph E.7 below, except that references to my school, graduation or enrollment, program of study, citizenship, or participation in residency or postdoctoral programs, and references to loan funds being lent, advanced, mailed, or otherwise disbursed to me, for me, or on my behalf, refer only to the student borrower. In Paragraph E.7, the words "I" and "my" refer only to the cosigner. "You," "your," and "yours" mean National City Bank, 1900 East Ninth Street, Cleveland, Ohio 44114-3484, or its successors and assigns, and any subsequent holder of my loan.

#### A. PROMISE TO PAY

Intending to be legally bound, I promise to pay to your order under the provisions set forth in this Statement of Loan Terms and Conditions all of the principal sum advanced to me or paid on my behalf, and as set out below, interest on such principal sum, interest on any unpaid accrued interest added to the principal balance, late charges, and, in the event of default, and to the extent permitted by applicable law, costs of collection and reasonable attorneys' fees.

#### B. IMPORTANT - READ THIS INFORMATION CAREFULLY

- When you receive my signed Application and Loan Agreement, you are not agreeing to lend me money. If you decide to make a loan to me, you will, in your sole discretion, mail a loan check to me, or mail a loan check or master check or electronically transfer the loan funds to my school for me. You have the right to not make a loan or to lend an amount less than the "Loan Amount Requested" in my Application and Loan Agreement. The amount of the loan will not exceed the Loan Amount Requested. I agree to accept an amount less than the Loan Amount Requested and to repay that portion of the Loan Amount Requested that you actually lend to me.
- After you agree to make a loan to me, you will send me (and my cosigner, if applicable) a Disclosure Statement. In addition to other information, the Disclosure Statement will tell me the amounts of my disbursements and the index and margin used in calculating the interest rate for my loan.
- I will review my Disclosure Statement upon receiving it and will contact you within three business days if I have any questions. If I am not satisfied (or if my cosigner, if applicable, is not satisfied) with the terms of my loan as approved, I (or my cosigner, if applicable) may cancel my loan and any disbursements. To cancel, I (or my cosigner, if applicable) must contact you in writing within three business days of receiving the Disclosure Statement and must notify my school. If I or my cosigner cancel the loan, I agree to not endorse any loan check, and to return to my school any and all funds received by me, and I agree that such non-endorsement and return of funds will be a condition to the effective cancellation of the loan.

#### C. DEFINITIONS

- "Access Group Program" means the particular loan program (i.e., Law Access®, Bar Examination Loan, Business Access®, Graduate Access®, Health Access®, Medical Access®, Medical Residency Loan, Dental Access®, Dental Residency/Dental Board Examination Loan, Comprehensive Access® or Optimum® Loan) for which you have determined that I am eligible, based upon my program of study, enrollment status, and citizenship, as shown on my Application and Loan Agreement.
- "Disbursement Date" means the date on which you lend money to me in consideration for my Application and Loan Agreement, which date will be the date shown on my loan check, the date the loan funds are electronically transferred to my school or the date on which any master check is mailed to my school.
- "Interim Period" means the period beginning on the initial Disbursement Date and ending on (a) if my Access Group Program is the Law Access®, Graduate Access®, Health Access®, or Business Access® program, the date which is nine months after I graduate or otherwise cease to be enrolled at least half time at the school named on my Application and Loan Agreement or any other school participating in my Access Group Program, (b) if my Access Group Program is the Medical Access® or Medical Residency Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the medical school named on my Application and Loan Agreement or any other medical school participating in the Medical Access® program, unless on such date I am participating in a required residency program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency program, but in no event later than 57 months after the date I graduate from medical school (I will be considered to be participating in a required residency program only if I have sent you a certification from the director of such

program as to my participation), (c) if my Access Group Program is the Bar Examination Loan program, the date which is nine months after the date my law school indicated on my Application and Loan Agreement to be my anticipated or actual graduation date, (d) if my Access Group Program is the Dental Access® or Dental Residency/Dental Board Examination Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the dental school named on my Application and Loan Agreement or at any other dental school participating in the Dental Access® program, unless on such date I am participating in a required residency or postdoctoral program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency or postdoctoral program, but in no event later than 45 months after the date I graduate from dental school (I will be considered to be participating in a required residency or postdoctoral program only if I have sent you a certification from the director of such program as to my participation), or (e) if my Access Group Program is the Comprehensive Access® program or the Optimum® Loan program, the earlier of (i) the date which is nine months after I graduate, or otherwise cease to be enrolled, at the school named on my Application and Loan Agreement or any other school participating in the Access Group® loan programs or (ii) the date which is ten years after the Disbursement Date for my first Comprehensive Access® Loan or Optimum® Loan.

4. "Repayment Period" means the period beginning on the day after the Interim Period ends and continuing for no more than 240 months. I recognize that the beginning date of the Repayment Period may be earlier than the date on which I am asked to make my first payment according to the periodic statements described in Paragraph E.2.

#### D. INTEREST

- Accrual** - Interest on my loan will accrue at the Variable Rate. Interest begins to accrue on the Disbursement Date and will continue to accrue on the unpaid balance until paid in full. Interest will accrue on the unpaid principal sum to the extent it is advanced to me or paid on my behalf, and on unpaid accrued interest added to the principal balance in accordance with Paragraph D.3. Interest will be calculated on the basis of a 365.25-day year and the actual number of days elapsed. If I do not pay interest to you during the Interim Period, you may, at your option add such interest to the principal balance of the loan in accordance with Paragraph D.3.
- Variable Rate** - The Variable Rate is equal to the Current Index (defined below), plus a margin ranging from 1.65% per annum to 6.45% per annum, depending on my credit history, my Access Group Program, and the availability of special loan programs at the school I attend, as identified in my Application and Loan Agreement, and my payment performance with respect to my loan. The margin applicable to my loan, as well as the basis upon which and the amount by which the margin applicable to my loan may be increased or decreased as a result of my payment performance, will be identified in my Disclosure Statement. In no event shall the Variable Rate be more than 25% per annum. The Variable Rate will change quarterly on the first day of each January, April, July, and October (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the Disbursement Date and ending on the first Change Date) is the three-month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. If the Current Index is no longer available, you will choose, in your sole discretion, a comparable substitute.
- Capitalization** - You may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan on the last day of the Interim Period. If my loan is the Comprehensive Access® Loan or Optimum® Loan, you may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan five years after the date of the first disbursement of my Comprehensive Access® Loan or Optimum® Loan (if my loan has not yet entered repayment at that time), and again when my loan enters repayment.

#### E. TERMS OF REPAYMENT

- Interim Period** - During the Interim Period you will send me quarterly statements showing my loan disbursements and the interest that accrues on my loan. Statements will be sent to the address shown on your records, as provided in Paragraph K. The quarterly statements will cover periods beginning on the initial Disbursement Date and thereafter on the first day of each January, April, July, and October. I may, but am not required to, make payments of interest or principal during the Interim Period. You may add any interest that I do not pay during the Interim Period to the principal balance, as described in Paragraph D.3.
- Repayment Period** - During the Repayment Period you will send me periodic statements on my loan. The periodic statements will cover periods beginning on the first day of the Repayment Period and on the same day of each following month. I will make consecutive monthly payments in the amounts and on the payment due dates shown on my periodic statements until I have paid all of the principal and interest and any other charges I may owe on my loan, as described in this Statement of Loan Terms and Conditions.

Continued on next page.

**Student Borrowers****Statement of Loan Terms and Conditions for Access Group® Private Loan Programs***Continued from previous page.*

**3. Repayment Terms** - Except as described in the next sentence, the amounts shown on my periodic statements will be consecutive monthly installments of principal and interest calculated each Change Date to equal the amount necessary to amortize the unpaid principal balance (including capitalized interest, if any) of my loan (as of the date of calculation) in equal monthly installments of principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period, unless I am offered and accept a graduated repayment plan. On any Change Date when the monthly installment payment amount is recalculated and the recalculated payment amount would differ only immaterially from the monthly installment payment amount last in effect, then you may determine not to change the monthly installment payment amount on such Change Date, but whether you change such payment amount or not, interest shall accrue from such Change Date at the new Variable Rate in effect on such Change Date until the Variable Rate next changes.

**4. Amounts Owing at the End of the Repayment Period** - Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional interest. I also may owe additional interest that accrued following an increase in the Variable Rate that did not result in a corresponding increase to my monthly installment payment amount because the change to my payment amount would have been immaterial, as described in Paragraph E.3 above. If I have not paid my late charges, I will also owe additional amounts for those late charges. In such case you will increase the amount of my last monthly payment to the amount necessary to repay my loan in full.

**5. Minimum Repayment** - Notwithstanding Paragraph E.3, I agree to pay at least \$50 each month (principal and interest) during the Repayment Period or the unpaid balance, whichever is less. I understand that this may result in my loan being paid off in less than 240 months.

**6. My obligation to repay my loan shall remain in force if I become totally and permanently disabled or die.**

**7. If I am a cosigner, I may be eligible for release from my obligations under my Application and Loan Agreement if all of the following are true:** (i) the borrower has made the most recent 24 consecutive payments (without any intervening periods of any type of forbearance or in which the borrower is in any alternative repayment plan) of the entire amount then due (including any past due amounts and late charges) before, on, or within 15 days after the respective due dates for such payments; (ii) the borrower then has a credit (FICO) score of 700 or higher (or such other threshold as you may require from time to time) as reported by the credit reporting agency you choose; (iii) the borrower does not then have any bankruptcy history showing on his or her credit report; and (iv) the borrower does not then have any item on his or her credit report currently rated as past due. I realize that I shall be considered for release only upon request of the borrower.

**F. LATE CHARGES**

I will pay a late charge of \$25.00 if I fail to make any part of an installment payment within 15 days after it becomes due. I will pay only one late charge for an installment payment, regardless of the number of days it is late.

**G. RIGHT TO PREPAY**

I have the right to prepay all or any part of my loan at any time without penalty.

**H. FORBEARANCE**

If I am unable to repay my loan in accordance with the terms established under Paragraph E of this Statement of Loan Terms and Conditions, I may request that you modify these terms. I understand that such modification would be at your option. I understand that interest will continue to accrue during any period of forbearance and that I will remain responsible for payment of such interest.

**I. WHOLE LOAN DUE**

To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you as described in this Statement of Loan Terms and Conditions, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if:

1. I fail to make any monthly payment to you when due; or
  2. I break any of my other promises in my Application and Loan Agreement (including this Statement of Loan Terms and Conditions); or
  3. I die; or
  4. Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors; or
  5. I make any false written statement in applying for my loan or at any time during the Interim or Repayment Periods. Your right to treat such false statements as a default is in addition to, and not in lieu of, any other remedies you have at law or in equity.
- If I default, I will be required to pay interest on my loan accruing after default. The interest rate after default will be subject to adjustment in the same manner as before default.

**J. COLLECTION COSTS**

I agree to pay you reasonable amounts permitted by applicable law, including reasonable attorneys' fees for any attorneys who are not your regular salaried employees and court and other collection costs, which you, or any agent of yours, incur in enforcing the terms of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions).

**K. NOTICES**

1. I will send written notice to you within ten days after any change in my name, address, e-mail address, telephone number, school enrollment status, or residency or postdoctoral program participation.
2. Any notice required to be given to me by you will be effective (and deemed received) when mailed by first class mail to the latest address you have for me.

**L. ADDITIONAL AGREEMENTS**

1. The proceeds of my loan will be used (a) if my Access Group Program is the Law Access®, Business Access®, Graduate Access®, Health Access®, Medical Access®, Dental Access®, Comprehensive Access® Loan program or Optimum® Loan program, only for my education expenses at the school identified in my Application and Loan Agreement, (b) if my Access Group Program is the Bar Examination Loan program, only for my education expenses in conjunction with the Bar Examination, (c) if my Access Group Program is the Medical Residency Loan program, only for my education expenses in conjunction with a required residency program, or (d) if my Access Group Program is the Dental Residency/Dental Board Examination Loan program, only for my education expenses associated with the costs of a required dental residency, dental board examination, or postdoctoral program.

2. My responsibility for paying my loan is unaffected by the liability of any other person to me or by your failure to send me a statement or notify me that a required payment has not been made. Without losing any of your rights under my Application and Loan Agreement (including this Statement of Loan Terms and Conditions), you may accept (a) late payments, or (b) partial payments. I will not send you any partial payments marked "paid in full," "without recourse" or with similar language unless those payments are marked for "special handling" and sent to: Access Group, P.O. Box 7400, Wilmington, DE 19803-0400. You may delay, or fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present my Application and Loan Agreement to me for payment or make protest of nonpayment to me before suing to collect on my loan if I am in default, and, to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.

3. You are located in Ohio. My Application and Loan Agreement will be entered into in Ohio. Your decision on whether to lend me money will be made in Ohio. CONSEQUENTLY, THE PROVISIONS OF MY LOAN WILL BE GOVERNED BY FEDERAL LAWS AND THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICT OF LAW RULES. I agree that any suit I bring against you (or against any subsequent holder of my loan) must be brought in a court of competent jurisdiction in the county in which you maintain your (or the county in which such subsequent holder maintains its) principal place of business.

4. I may not assign my loan or any of its benefits or obligations. You may assign my loan at any time without my consent.

5. The terms and conditions set forth in my Application and Loan Agreement (including the Important Notices and Borrower Certification and, as applicable, Cosigner Certification), this Statement of Loan Terms and Conditions, and the Disclosure Statement constitute the entire agreement between you and me.

6. If any provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) is held invalid or unenforceable, that provision shall be considered omitted from my Application and Loan Agreement without affecting the validity or enforceability of the remainder of my Application and Loan Agreement.

7. The Section headings of this Statement of Loan Terms and Conditions are a table of contents and not contract terms. In this Statement of Loan Terms and Conditions, acts or practices by you which are or may be permitted by "applicable law" are permitted by New Jersey law. In this Statement of Loan Terms and Conditions, acts or practices that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

8. A provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) may be modified only if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of my Application and Loan Agreement.

9. I acknowledge that my loan is an education loan and that the Access Group® loan programs are funded in part by a nonprofit institution, and that my loan is therefore subject to the limitations on dischargeability in bankruptcy contained in Section 523 (a) (8) of the United States Bankruptcy Code.

**FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT**

PLEASE DIRECT ALL QUESTIONS OR  
CORRESPONDENCE TO:

Creditor: National City Bank  
Loan Program Type: GAL

Access Group Inc  
Loan Repayment Center  
P.O. Box 15249  
Wilmington DE 19850-5249  
1-800-282-1550

Disbursement Date: 10/07/2005

**COLUMBIA UNIVERSITY**

**ROBERT J BROADHURST**  
8 W. 105TH ST.  
APT. 3D  
NEW YORK, NY 10025

<b>ANNUAL PERCENTAGE RATE</b> <small>The cost of the credit as a yearly rate</small>		<b>AMOUNT FINANCED</b> <small>The amount of credit provided to you on your behalf</small>
6.250%	7.170%	\$30,008.00
(e) Before repayment begins	(e) After repayment begins	

**Variable rate:** The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

**Late charge:** If a payment is more than 15 days late, you will be charged \$25.00.

**Prepayment:** If you pay off early, you will not have to pay a penalty but will have to pay your loan fee if not already paid. See your other contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	30,008.00
Amount given to you directly: \$	30,008.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

## FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

PLEASE DIRECT ALL QUESTIONS OR  
CORRESPONDENCE TO:

Access Group, Inc.  
Loan Repayment Center  
P.O. Box 15249  
Wilmington DE 19850-5249  
1-800-282-1550

Creditor: National City Bank  
Loan Program Type: GAL

Disbursement Date: 12/09/2005

**COLUMBIA UNIVERSITY**

**ROBERT J BROADHURST**  
8 W. 105TH ST.  
APT. 3D  
NEW YORK, NY 10025

<b>ANNUAL PERCENTAGE RATE</b>		<b>AMOUNT FINANCED</b>
		The amount of credit provided to you on your behalf
6.250%	7.170%	\$35,858.00
(e) Before repayment begins	(e) After repayment begins	

**Variable rate:** The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

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(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	35,858.00
Amount given to you directly: \$	35,858.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

## EXHIBIT "B"

**AFFIDAVIT OF LOST OR DESTROYED LOAN ASSIGNMENT**

I, the Affiant, Chris Mulvihill, being of full age, hereby make the following averments subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

1. I am the Director of Loan Recovery and Collections at AccessLex Institute doing business as Access Group ("Access Group"). Access Group is a Delaware entity with a principal place of business in West Chester, PA. I am more than nineteen January 1, 2002. I have held my current position as Director of Loan Recovery and Collections since March 1, 2012. In my current role, I oversee and am familiar with all aspects of Access Group's loan recovery services and operations.
2. By virtue of my position and tenure at Access Group, I am also authorized to make this Affidavit, and I make it based on my review of the subject business records, my personal knowledge of the applicable business recordkeeping practices, and my personal knowledge of Access Group's history and practices as set forth in this Affidavit.
3. Access Group is a non-profit corporation dedicated to promoting broad access to higher education. Access Group previously operated various education loan programs for students pursuing postsecondary education, primarily those students pursuing a graduate or professional degree (the "Access Group Loan Programs"). In particular, Access Group entered into various agreements with National City Bank, since acquired by and operating as PNC Financial Services Group, Inc. ("PNC") to extend private, credit-based education loans to eligible students. The Access Group Loan Program documents routinely identified "National City Bank" as Lender, while also bearing the name "Access Group" on the documents to be signed by borrowers at origination.
4. All eligible loans disbursed on or before July 26, 2007 were sold and assigned to Access Group by PNC from time to time following the full disbursement of each such Loan, and Access Group thereby became the owner and holder of these loans. Typically, loans were assigned to Access Group within approximately one year of origination. It was the regular practice of Access Group to act as the assignee of the loans, and the anticipated assignment of the loans from PNC to Access Group was a fundamental part of the design of the Access Group Loan Programs. Once executed, loan assignments were transferred to and maintained by Access Group.
5. The loans were typically assigned in bulk – meaning that a single assignment effectuated the transfer of multiple loans. A schedule listing out each specific loan that was assigned was incorporated into and attached to each assignment. This schedule identified each of the assigned loans by the borrower's social security number and either the loan disbursement principal, or the then-current principal balance.
6. Additionally, when the loans were assigned from PNC to Access Group, the transfer was memorialized in Access Group's electronic records. In particular, at the time of the loan assignment, the Lender ID in Access Group's electronic records changed from PNC's Lender ID (80885101-001), to one of Access Group's Lender IDs, for each of the transferred loans.
7. Access Group's electronic records are maintained in a secure manner, including password-protection and encryption, consistent with industry standards and all applicable privacy and electronic security laws and regulations and inter-agency guidance, including, without limitation, the Gramm-Leach Bliley Act and the Safeguards Rule. Access to Access Group's electronic records is available to need-to-know authorized personnel only. Moreover, the authority to make changes to

Access Group's electronic records is further restricted to only a few select and specially-authorized personnel.

8. Based on my knowledge as described above and based on my review of the subject loan records, Robert Broadhurst financed his education by entering into Access Group private educational loan agreements at his special instance and request. In particular and without limitation, on September 28, 2005, Robert Broadhurst executed an Application and Loan Agreement for one of Access Group's Private Loan Programs (the "Loan Agreement"). This particular loan was disbursed on October 07, 2005.
9. Access Group has conducted a diligent search of all of its records relating to Robert Broadhurst's loan and to Access Group Private Loan Programs generally. In particular, Access Group searched all of its physical business records located on site and at Access Group's secure off-site storage facility. Access Group also reviewed its electronic records, including the secure system drives containing loan documentation, such as loan assignments and other loan documents. However, Access Group is unable to locate a copy of the signed Loan assignment ("Assignment"), assigning Robert Broadhurst's loan to Access Group, and therefore believes that a signed copy of this Assignment was inadvertently lost, misplaced or destroyed in error. Notwithstanding, upon information and belief, based on consistent practice and history, and based on Access Group Private Loan Programs design and Access Group's electronic records, I state that the loan was assigned to Access Group on or around June 28, 2006.
10. The transfer of the loan at issue from PNC to Access Group is further corroborated by Access Group's electronic records, which show that the Lender ID for this loan is 833960007, which is a Lender ID for Access Group-owned loans.

AccessLex Institute dba Access Group

Signature: /s/ Christopher Mulvihill

By: Christopher Mulvihill

Title: Director of Loan Recovery and Collections

Commented [CM1]:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

X

Accesslex Institute d/b/a  
Access Group

Plaintiff/Petitioner,  
-against- Index No. 504399/2022

Robert Broadhurst

Defendant/Respondent.

X

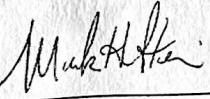
**NOTICE OF COMMENCEMENT OF ACTION  
SUBJECT TO MANDATORY ELECTRONIC FILING**

PLEASE TAKE NOTICE, that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the e-filed matter on the Consent/Represent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment or (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov); mailing address: 60 Centre Street, New York, New York 1007).

Dated: 02/11/2022

  
Mark H. Stein, Esq.  
LACY KATZEN LLP

600 Bausch & Lomb Place  
Rochester, NY 14604  
(585) 454-5650  
[mstein@lacykatzen.com](mailto:mstein@lacykatzen.com)

To: Robert Broadhurst  
357 Court Street, Apt. 3  
Brooklyn NY 11231