



Re: ***MATERIAL NOTICE of ACTION* ZUCKER <->State Farm FTC

1 message

Bo Dincer <bd2561@columbia.edu>
To: **Bo Dincer** <BO.DINCER@yahoo.com>
Cc: William McKenzie <wmckenzi@nycourts.gov>, jrose@foxrothschild.com, nyscef@nycourts.com <nyscef@nycourts.com>, Nyscef <nyscef@nycourts.gov>, Lee Bollinger <officeofthepresident@columbia.edu>, Lee Bollinger <lcb50@columbia.edu>, NARCISO <RICHARD.NARCISO@nypd.org>, Stephen O'Connell <sgo2107@adcu.columbia.edu>, Stephen O'Connell <sgo2107@columbia.edu>

Sun, Dec 18, 2021, 11:49 PM

On Sat, Dec 18, 2021, 11:49 PM Bo Dincer <bo.dincer@yahoo.com> wrote:
Addressed here is McKenzie.

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Bo Dincer" <bo.dincer@yahoo.com>
To: "Bd Dincer" <bdincer211@bloomberg.net>, "abari4@bloomberg.net" <abari4@bloomberg.net>, "ahallman1@bloomberg.net" <ahallman1@bloomberg.net>, "asmock1@bloomberg.net" <asmock1@bloomberg.net>, "avales1@bloomberg.net" <avales1@bloomberg.net>, "b.dincer@columbia.edu" <b.dincer@columbia.edu>, "bbengtson3@bloomberg.net" <bbengtson3@bloomberg.net>, "bdincer211@bloomberg.net" <bdincer211@bloomberg.net>, "bdr11@bloomberg.net" <bdr11@bloomberg.net>, "beuliss@bloomberg.net" <beuliss@bloomberg.net>, "bstephan@bloomberg.net" <bstephan@bloomberg.net>, "btrauner@bloomberg.net" <btrauner@bloomberg.net>, "cdirks1@bloomberg.net" <cdirks1@bloomberg.net>, "ckurak@bloomberg.net" <ckurak@bloomberg.net>, "cmhigham@bloomberg.net" <cmhigham@bloomberg.net>, "cminter2@bloomberg.net" <cminter2@bloomberg.net>, "cmoser7@bloomberg.net" <cmoser7@bloomberg.net>, "cswartzlande@bloomberg.net" <cswartzlande@bloomberg.net>, "dianehsiung@bloomberg.net" <dianehsiung@bloomberg.net>, "ducrest2@bloomberg.net" <ducrest2@bloomberg.net>, "ekhoziaeva@bloomberg.net" <ekhoziaeva@bloomberg.net>, "fcastella3@bloomberg.net" <fcastella3@bloomberg.net>, "gpoole2011@bloomberg.net" <gpoole2011@bloomberg.net>, "gpradocorrea@bloomberg.net" <gpradocorrea@bloomberg.net>, "gshull@bloomberg.net" <gshull@bloomberg.net>, "hmarsh6@bloomberg.net" <hmarsh6@bloomberg.net>, "hncaldwell@bloomberg.net" <hncaldwell@bloomberg.net>, "hrose17@bloomberg.net" <hrose17@bloomberg.net>, "jchan161@bloomberg.net" <jchan161@bloomberg.net>, "jhoyer@bloomberg.net" <jhoyer@bloomberg.net>, "jhsui2@bloomberg.net" <jhsui2@bloomberg.net>, "jmalito@bloomberg.net" <jmalito@bloomberg.net>, "jsocha@bloomberg.net" <jsocha@bloomberg.net>, "jtattwood@bloomberg.net" <jtattwood@bloomberg.net>, "jwilson578@bloomberg.net" <jwilson578@bloomberg.net>, "jyoung121@bloomberg.net" <jyoung121@bloomberg.net>, "kbretz2@bloomberg.net" <kbretz2@bloomberg.net>, "kgillmore10@bloomberg.net" <kgillmore10@bloomberg.net>, "khubbard1@bloomberg.net" <khubbard1@bloomberg.net>, "kkarsten@bloomberg.net" <kkarsten@bloomberg.net>, "krock5@bloomberg.net" <krock5@bloomberg.net>, "ksheffield1@bloomberg.net" <ksheffield1@bloomberg.net>, "lgates16@bloomberg.net" <lgates16@bloomberg.net>, "lrogalski@bloomberg.net" <lrogalski@bloomberg.net>, "lrogers@bloomberg.net" <lrogers@bloomberg.net>, "mbroughton11@bloomberg.net" <mbroughton11@bloomberg.net>, "mdunford3@bloomberg.net" <mdunford3@bloomberg.net>, "mharvey13@bloomberg.net" <mharvey13@bloomberg.net>, "mkrebsbach3@bloomberg.net" <mkrebsbach3@bloomberg.net>, "mlockridge2@bloomberg.net" <mlockridge2@bloomberg.net>, "mmayberger@bloomberg.net" <mmayberger@bloomberg.net>, "mwhipple@bloomberg.net" <mwhipple@bloomberg.net>, "mzaroogian1@bloomberg.net" <mzaroogian1@bloomberg.net>, "nahmed127@bloomberg.net" <nahmed127@bloomberg.net>, "pkroger5@bloomberg.net" <pkroger5@bloomberg.net>, "rcorrea29@bloomberg.net" <rcorrea29@bloomberg.net>, "rholt22@bloomberg.net" <rholt22@bloomberg.net>, "rmiddleton19@bloomberg.net" <rmiddleton19@bloomberg.net>, "rrehholz@bloomberg.net" <rrehholz@bloomberg.net>, "rrenken@bloomberg.net" <rrenken@bloomberg.net>, "sbarlow28@bloomberg.net" <sbarlow28@bloomberg.net>, "sbrucker@bloomberg.net" <sbrucker@bloomberg.net>, "sjent@bloomberg.net" <sjent@bloomberg.net>, "skim1465@bloomberg.net" <skim1465@bloomberg.net>, "slawson15@bloomberg.net" <slawson15@bloomberg.net>, "smarsh16@bloomberg.net" <smarsh16@bloomberg.net>, "smbyrne@bloomberg.net" <smbyrne@bloomberg.net>, "sreid42@bloomberg.net" <sreid42@bloomberg.net>, "steve@bloomberg.net" <steve@bloomberg.net>, "tbaker5@bloomberg.net" <tbaker5@bloomberg.net>, "tgipson@bloomberg.net" <tgipson@bloomberg.net>, "tlynch54@bloomberg.net" <tlynch54@bloomberg.net>, "tsmith241@bloomberg.net" <tsmith241@bloomberg.net>, "tzelger@bloomberg.net" <tzelger@bloomberg.net>, "vtrimpe@bloomberg.net" <vtrimpe@bloomberg.net>, "whao15@bloomberg.net" <whao15@bloomberg.net>, "wreinthal@bloomberg.net" <wreinthal@bloomberg.net>, "wruane1@bloomberg.net" <wruane1@bloomberg.net>
Cc: "COLIN.BROOKS@MORGAN.STANLEY.COM" <COLIN.BROOKS@MORGAN.STANLEY.COM>, "ksaperstein2@bloomberg.net" <ksaperstein2@bloomberg.net>
Sent: Sat, Dec 18, 2021 at 11:45 PM
Subject: Re: Fwd:Fw: ***MATERIAL NOTICE of ACTION* ZUCKER <->State Farm
Thanks.

Sent from Yahoo Mail on Android

On Sat, Dec 18, 2021 at 6:46 PM, Bd Dincer (COLUMBIA UNIVERSITY) <bdincer211@bloomberg.net> wrote:

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Bo Dincer" <bo.dincer@yahoo.com>
To: "Rule-comments@sec.gov" <Rule-comments@sec.gov>, "nyscef@nycourts.com" <nyscef@nycourts.com>
Cc: "nicole.bowyer@statefarm.com" <nicole.bowyer@statefarm.com>, "dian.zhu@finra.org" <dian.zhu@finra.org>, "Josephine Vella" <josephine.vella@finra.org>
Sent: Tue, Nov 16, 2021 at 9:39 PM
Subject: ***MATERIAL NOTICE of ACTION* ZUCKER <->State Farm Insurance
To whom this may concern,

Clerk McKenzie (Clerk to the Honorable Haggler) in this matter is not addressed directly on this message, at his request.

----- Forwarded Message -----

From: "B Dincer (COLUMBIA UNIVERSITY)" <bdincer1768@bloomberg.net>
To: "Chair@sec.gov" <Chair@sec.gov>, "Rule-comments@sec.gov" <Rule-comments@sec.gov>, "dian.zhu@finra.org" <dian.zhu@finra.org>, "mflorin4@bloomberg.net" <mflorin4@bloomberg.net>, "nicole.bowyer@statefarm.com" <nicole.bowyer@statefarm.com>, "nyscef@nycourts.com" <nyscef@nycourts.com>
Cc: "LZUCKER@MSKYLINE.COM" <LZUCKER@MSKYLINE.COM>, "bd2561@columbia.edu" <bd2561@columbia.edu>, "bondstrrt@protonmail.com" <bondstrrt@protonmail.com>, "legal@mskyline.com" <legal@mskyline.com>, "slaskowitz@ingramllp.com" <slaskowitz@ingramllp.com>, "wmckenzi@nycourts.gov" <wmckenzi@nycourts.gov>
Sent: Tue, Nov 16, 2021 at 3:31 PM
Subject: SEC >> FINRA***MATERIAL NOTICE of ACTION**NYSCEF >ZUCKER <->S

Index #: 153974/2020
>> I FILED A COMPLAINT WITH THE SEC ON FINANCIAL FRAUD CLAIMS OF AN APPROXIMATE MARK UP FROM "2395 " "2995...
++ THIS ASSIGNMENT OF LEASES IS SOMETHING WHICH NEEDS TO AUDITED, AS THE TRANSFER OF OF LEASES IN AN EMPTY BUILDING CANNOT BE WORTH THE AMOUNT AS PROMULGATED IN THE NYSCEF ARTIFACTS, AFFIDAVITS... WITHOUT ME DIVULGING MY OTHER PERSONA PRIVACY...

I WANTED TO ENSURE THE BOOKS AND RECORDS REFLECTED A PROPER ACCOUNTING FOR STATE FARM'S INVESTORS AS WELL.
FACTOR 2: I FILED A TRIP WITH THE SECURITIES AND EXCHANGE COMMISSION, AND TO MAKE SURE AUDIT THEIR BOOKS AND RECORDS (WHICH ARE COOKED).
FACTOR 3: NY SUPREME CIVIL PROCEDURES, WHICH I WILL BRING TO THE FORE AS WELL.

- Caption: Sullivan Properties L.P v. Paris Dincer
- 483 NYSCEF ADMISSION OF SERVICE AND STIPULATION TO AMEND CAPTION WITH ALL MATERIAL PARTIES.
- NONJOINER... >> MISREPORTED EARNINGS (both State Farm & Zucker)
>> DENIED/IGNORED AND DROPPED THE CASE
>> FOLLOWING MY REQUEST TO AMEND THE CAPTION

NOTE: bloomington, State Farm Executives attached.

From: B Dincer (COLUMBIA UNIVERSITY) At: 11/16/21 14:59:29 UTC-5:00
To: Rule-comments@sec.gov, CommissionerCrenshaw@sec.gov, CommissionerRoisman@sec.gov, CommissionerPeirce@sec.gov, CommissionerLee@sec.gov, Chair@sec.gov, LZUCKER@MSKYLINE.COM
Cc: Connie Yeung (FINRA) , Stephanie Banker (FINRA) , John Margolis (FINRA) , Lad Dullum (FINRA) , Jay Gibbon (FINRA) , Lisa Capasso (FINRA) , Patrick Helmstetter (FINRA) , Andrew Smith (FINRA) , Bbgmj 499586 (S1 AN) , Boston Audit (BROWN BROTHERS HARRI) , Kpmg Audit (KPMG LUXEMBOURG SOCI) , Internal Audit (LAZARD FRERES & CO L) , Bethany Arnold (FINRA) , Ray Pellicchia (FINRA) , Ryan Krieg (FINRA) , Justin Cresse (FINRA) , Tony Grant (FINRA) , Christian Alvarez (FINRA) , Kimberly Berry (FINRA) , Harold Maldonado (FINRA) , Nancy Soto (FINRA) , Michael Karp (FINRA) , David Nguyen (FINRA) , Srisha Bolledula (FINRA) , Nath: Ngozi Daniel (FINRA) , Joshua Wong (FINRA) , Paul Aragon (FINRA) , Justin Morgan (FINRA) , Nian Xue (FINRA) , Brian Carr (FINRA) , Isaac Booth (FINRA) , Anthony Marchitto (FINRA) , Jason Grinkin (FINRA) , John Sag Dominic Marchesano (FINRA) , Jay Loftus (FINRA) , Glenn Rose (FINRA) , Trudy Clarke (FINRA) , Dilmeet Singh (FINRA) , Troy Smith (FINRA) , Shannon Jones (FINRA) , Chris Gursky (FINRA) , Scott Avery (FINRA) , Mavis Brandon Scarff (FINRA) , Ting Wu (FINRA) , Lewen Song (FINRA) , Joshua Joannides (FINRA) , Razina Dixon (FINRA) , Rosinna Rivera (FINRA) , Caroline Jones (FINRA) , Chris Tuite (FINRA) , John Rouce (FINRA) , Ryan S Greg West (FINRA) , Dale Sauble (FINRA) , Geoff Pruzinsky (FINRA) , Austin McCrary (FINRA) , Ashley Mead (FINRA) , Kenneth Thompson (FINRA) , Andrew Keller (FINRA) , Cassandra Kirk (FINRA) , Anthony Walker (FINF (FINRA) , LEGAL@MSKYLINE.COM, akmalily@yahoo.com, dian.zhu@finra.org, bondstrrt@protonmail.com, bd2561@columbia.edu
Subject: Fwd:NYSCEF >> SEC >> FINRA *** MATERIAL NOTICE / ACTIONS *** STATE FARM INSURANCE

BCC:

- Office of Credit Ratings
Ahmed Abonamah, Director (212) 336-9080
Contact
- Office of Equal Employment Opportunity
M. Stacey Bach, Acting Director (202) 551-6040
- Office of Ethics Counsel
Danae Serrano, Ethics Counsel (202) 551-5170
- Office of Financial Management
Caryn Kauffman, Chief Financial Officer (202) 551-7840
- Office of the General Counsel
Dan Berkovitz, General Counsel (202) 551-5100
- Office of Human Resources
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- Office of Information Technology
David Bottom, Chief Information Officer (202) 551-5703
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- Office of the Investor Advocate
Rick Fleming, Investor Advocate (202) 551-3302
Contact

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Contact

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Office of the Secretary
Vanessa Countryman, Secretary (202) 551-5400

Office of Support Operations
Olivier Girod, Acting Director/Acting Chief FOIA Officer (202) 551-8400

Office of Strategic Hub for Innovation and Financial Technology (FinHub)
Valerie Szczepanik, Director (202) 551-FHUB (-3482)

Entered on the 9th OF AUGUST, by respondent.
IN NY SUPREME COURT PROCEDURES E-FILED.
NYSCEF DOC. NO. 312

Entered on the 10th OF AUGUST,
by Sullivan Properties, A.K.A.
The Zucker Family,
[oba State Farm Realty Insurance, Manhattan Skyline](#) - by its own Attorneys.

William McKenzie
Part Clerk to the Honorable Shlomo S. Hagler, J.S.C.
New York Supreme Court, Civil Branch – Part 17
60 Centre Street, Room 335
New York, NY 10007
TEL.: 646-386-3283

From: B Dincer (COLUMBIA UNIVERSITY) At: 11/16/21 13:53:35 UTC-5:00
To: JAMES.GORMAN@MORGANSTANLEY.COM

Cc: Irfan Susilo (BLOOMBERG/ 919 3RD A) , Bryan Bugyi (BLOOMBERG/ 919 3RD A) , Ho Tak Tsang (BLOOMBERG/ 919 3RD A) , Jonas Valkiunas (BLOOMBERG/ 919 3RD A) , Bam Compliance (BALYASNY ASSET MANAG) , Clsa Compliance (CLSA HONG KONG) , Andrea Peterson (SECURITIES & EXCHANG) , Andy Kim (SECURITIES & EXCHANG) , Andrew Shelton (SECURITIES & EXCHANG) , legal@mskyline.com, slaskowitz@ingramllp.com, abanews@americanbar.org, bd2561@columbia.edu, nyscef@nycourts.com
Subject: NYSCEF >> REBNY >> SEC >> 483 *** MATERIAL CORPORATE ACTIONS *** pl_BGBGBG

NOTE: Index #: 153974/2020
>> I FILED A COMPLAINT WITH THE SEC ON FINANCIAL FRAUD CLAIMS OF AN APPROXIMATE MARK UP FROM `2395 > `2995...
>> THE LEASES WERE ASSIGNED TO A PUBLIC ARM OF THE STATE FARM INSURANCE CORP.
>> SO I FILED A TRP WITH THE SECURITIES AND EXCHANGE COMMISSION; AND TO MAKE SURE AUDIT THEIR BOOKS AND RECORDS (WHICH ARE COOKED).

FORWARD THIS TO YOUR COMPLIANCE DEPT.
... JUST IN CASE, WITH ALL DUE RESPECT, YOURS TRULY.

pl_BGBGBG

- Caption: Sullivan Properties L.P. v. Baris Dincer
- 483 ADMISSION OF SERVICE AND STIPULATION NYSCEF
- NONJOINER... BECAUSE THEY MISREPORTED EARNINGS IN MY REQUEST TO AMEND THE CAPTION.

Filing Status: Full Participation Recorded Assigned Case Judge: Shlomo Hagler
During the COVID-19 Health Emergency By order of the Chief Administrative Judge,
the court shall NOT request working copies of documents in paper format.

Documents Received
Doc #
Document
Received Date

482
<https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=eDFSLMf8ikpB1f4hvSYJ7A==&system=prod>
AFFIRMATION AND NOTICE TO PARTIES PER NYSCEF ELECTRONIC FILING RULES FOR PROPER INDEXING OF THIS ARTIFACT.
Motion #: 003
09/27/2020
483
<https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=mQMkwazr7SMnHqI2gItlw==&system=prod>
STIPULATIONS ARE AFFIRMED VIA NYSCEF EFILING RULES THANK YOU YOUR HONOR FOR THESE STIPULATIONS AS DISCUSSED ON FRIDAY.
Motion #: 003
09/27/2020
484
<https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=Eus8RvKtarpwGkyDI3wRoA==&system=prod>

FURTHER DISTRIBUTED TO PARTIES VIA EMAIL THANK YOU WILLIAM Motion #: 003
09/27/2020

485
https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=bq1Jk8B3gijk_PLUS_oconHn6SA==&system=prod
Motion #: 003
09/27/2020

As stated previously, Zucker / Manhattan Skyline / MEWS in Manhattan.
not sure how many occupants it would grant them this privilege, whereby others can use as precedent for invasion of privacy in the sanctity of one's home and a breach of constitutional rights.

Added State Farm filed on the 9TH,
and a letter to me on the 10TH.

Can you please makes sure this gets to the Equality and Gender for REBNY as well for the agents, NY real estate brokers are not allowed to tell me what gender is prominent in any neighborhood.
Also that they filed the material changes with the SEC as required and to protect the investors of the underlying Mother Company in this matter.

Please make sure the regulators are privy to the underlying Accounting Requirements of large institutions, namely State Farm Insurance which I filed separately with the SEC and not with the Auditors of the Zucker entities. I am not sure if Miss Zucker has alerted her insurance affiliate of the risk, and the upper bound of her rent requirements, which were not properly accounted for willfully to maintain and "deregulate" the RENT Regulated Units... for which she had no certificate of occupancy.

This would release and enable them to also increase the rents to any limit, at 111 Sullivan and all the contiguous properties – the Sullivan MEWS, which is what I requested as an all-embodied MEWS – not NEWS, it's facts.

My rent in the lease was a different price but the rent statements and side letter represent a 135% difference. The transfer of leases to the insurance register, with respect to what was paid, invoiced, and as entered in NY Supreme Court should be reviewed for audit and by the SEC for a mismarked book value of State Farm; which I filed two days ago with the sec, and uploaded the necessary documents thereto.

It's Eviction Moratorium btw... that's why I paid my rent on time, the Italian variety holds a different meaning... satisfaction guaranteed.

NYSCEF #158143 / PUBLIC RECORD
NYSCEF #153974 / PUBLIC RECORD

William McKenzie
Part Clerk to the Honorable Shlomo S. Hagler, J.S.C.
New York Supreme Court, Civil Branch – Part 17
60 Centre Street, Room 335
New York, NY 10007
TEL.: 646-386-3283

To spare you a mockery and my disdain of Plaintiff, it's choice of representatives and strategy in this matter has created complications beyond the scope of an edifice, but has created a mockery of the procedural foundations of The New York State Supreme Court System, at the discretion of the Zucker Family was violated and during a time when "housing" was a "protected/sensitive" area of jurisprudence during a pandemic – created a criminal procedure of liabilities to traverse the protections of "EVICTION MEMORANDUM" because we paid the rent on time.

Representatives, Attorneys, and even "concierge" services were presented in an attempt to hold me liable for ALL OF ITS TENANTS, which also provided me a letter of "forgiveness" and invitation to "remain" as a tenant following my motion to enjoin the material parties in a change of caption – the following day by Ingram LLP (obo Zucker / Manhattan Skyline).

THAT arbitrarily computed value no less than \$500,000.00 is nowhere on the rent roster, not the one that I entered from public record in the tax-abatement documents between STATE FARM and The Zucker's transferring rights under the DOB.

A1. Judicial Review, Welcome Home 'Sky's the LIMIT'

Procedural Due Process also requires that a state provide for the judicial review of punitive damages awards. Absent an available opportunity for review, or an adequate substitute, a punitive damages award may act as an arbitrary deprivation of property in violation of the Due Process Clause. Moreover, an appellate court's review of the constitutionality of individual punitive damage awards must be de novo. De novo review represents a searching review in which the appellate court owes no deference to the lower court's decision on matters of law. The Court has held that no lesser standard of review is sufficient to protect the interests of defendants challenging large punitive damages awards.

A2. Adequate Notice, ref.: direct to HAGGLER
The Due Process clause also imposes a notice requirement on the imposition of punitive damages. In order to assess punitive damages against a defendant, a state must first have "fairly indicated" that the defendant's conduct could potentially be subject to punitive punishment.
In addition, the defendant must have notice of the 'severity of the penalty that a state may impose.'

A3. Substantive Due Process
Substantive Due Process ensures that certain fundamental aspects of an individual's interest in life, liberty, and property are protected from arbitrary or unjustified government interference by subjecting government intrusion into those interests to increased scrutiny. Although the Court has implied that substantive due process prohibits the imposition of excessive or arbitrary punitive damages, a majority opinion has never explicitly invoked substantive due process to invalidate a punitive damages award. Moreover, the Court has been unwilling to lay out a "mathematical" bright line rule on what constitutes an excessive award—instead opting to establish an extensive analytical framework to be applied in making such a judgment. Most commentators, however, characterize the framework utilized in BMW and State Farm as based on the dictates of substantive due process.⁷⁹

CONTEXT OF J-XX ABATEMENTS
///
++ State Farm Mutual Automobile Insurance Co. v. Campbell

In-State Farm Mutual Automobile Insurance Co. v. Campbell, the company had taken an automobile accident case to trial as part of an alleged national strategy to limit its payments on claims, refusing to settle even though, as the jury found, State Farm put the insured at risk of being personally liable for a verdict higher than the policy limit. The Court overturned the 145-to-1 ratio of punitive to compensatory damages, holding that "few awards exceeding a single-digit ratio between punitive and compensatory damages... will satisfy due process."⁴⁰ By delineating five reprehensibility factors from its discussion in BMW of the first guidepost, the State Farm Court expanded its previous holding and then determined that the presence of only one of the five "may not be sufficient to sustain a punitive damages award; and the absence of all [five factors] renders any award suspect."
Criticizing how the company's handling of the auto accident case was used as a nationwide condemnation of State Farm, the majority held that lawful out-of-state conduct "must have a nexus to the specific harm suffered by the plaintiff" in order to be probative in the state where the conduct is unlawful and enable the jury to punish the defendant for its conduct in the unlawful state only. Though it declined to limit comparisons of punitive and compensatory damages awards to a single-digit ratio, the Court also emphasized that in order to comport with due process, awards will likely not be in excess of such a ratio. Finally, in a statement clarifying BMW, the Court noted that a defendant's wealth "cannot justify an otherwise unconstitutional punitive damages award."

++ BMW of North America, Inc. v. Gore
BMW of North America, Inc. v. Gore, 517 U.S. 559, 568 (1996) (quoting Honda Motor Co. v. Oberg, 512 U.S. 415, 420 (1994)). BMW of North America, Inc. v. Gore established three standards, or guideposts, to "identify constitutionally excessive" punitive damages awards. The jury had awarded actual damages of \$40,000 and punitive damages of \$2 million because BMW repainted damage on new cars without disclosing the repair to consumers. According to the 5-4 majority—Justices Stevens, O'Connor, Kennedy, Souter, and Breyer—the punitive damages award violated the Due Process Clause because, at 500 times greater than the plaintiff's actual damages, the amount was grossly excessive. The Court reasoned that the Due Process Clause protects against "judgments without notice" of the unlawful conduct and "the severity of the penalty that a State may impose."²⁹ Justice Breyer's concurrence, joined by Justices O'Connor and Souter, stated that the award also violated the Due Process Clause because (1) the state court interpreted legal standards intended to constrain punitive damages awards in such a way as to "risk arbitrary results" and (2) the award was grossly excessive because of the "severe lack of proportionality between the size of the award and the underlying punitive damages objectives."

The majority then prescribed three guideposts by which a punitive damages award should be judged to determine if it is grossly excessive:
(1) "the degree of reprehensibility of the defendant's conduct,"
(2) the reasonableness of the ratio of the punitive damages award "to the actual harm inflicted on the plaintiff," and
(3) comparability, i.e., "the difference between this remedy and the civil penalties authorized or imposed in comparable cases." Noting that "trickery and deceit ... [is] more reprehensible than negligence," the BMW Court held that the degree of reprehensibility is the "most important indicium of the reasonableness of a punitive damages award."

Additionally, the Court reiterated the plurality's statement in TXO that
"the proper inquiry is" whether there is a reasonable relationship between the punitive damages award and

the harm likely to result from the defendant's conduct as well as the harm that actually has occurred.

"The Court also held that Alabama could not punish defendants for conduct "that had no impact on Alabama or its residents."

++ TXO Production Corp. v. Alliance Resources
509 U.S. 443 (1993) (plurality opinion).

TXO Production Corp. v. Alliance Resources, had no majority opinion but the plurality upheld a large punitive damages award and refused to 'draw a mathematical bright line between the constitutionally acceptable and the constitutionally unacceptable.'

Three Justices--Stevens, Rehnquist, and Blackmun--upheld a \$10 million punitive damages award that was 526 times the actual damages award, finding that it was not 'grossly excessive' and therefore did not violate the Due Process Clause.

The plurality opined that the "dramatic disparity" between actual and punitive damages was not controlling "in a case of this character," by which it meant a case involving bad faith, fraud, and deceit by a wealthy defendant, as well as slander of the plaintiff company's title to oil and gas.

After declining to create a comparative test for when a punitive damages award is constitutional, the plurality opinion restated the Court's holding in Haslip, that a vague "general concer[n] of reasonableness ... properly enter[s] into the constitutional calculus."

Justices Stevens, Rehnquist, and Blackmun commented that punitive damages awards do not lend themselves to straightforward comparisons because they 'are the product of numerous, and sometimes intangible, factors' and because of the differences among punitive damages cases.¹⁹ When calculating punitive damages, the plurality said that the jury could take into account "the potential harm that the defendant's conduct would have caused to its intended victim if the wrongful plan had succeeded, as well as the possible harm to other victims that might have resulted if similar future behavior were not deterred."²⁰

The email I sent to Richman dated Fri, Nov 5, 3:07 PM was provided as an informal notice of the Plaintiff's construction, who enjoys structural work -- created a reasonably large hole in my restroom -- -- and at one point they caused an upward 'explosion of particle matter' -- to keep matters provided a visual to the unit below me, and was something that I was forced to permit -- and I don't recall specifically the language used during the court hearing. Having said this, and beyond the extreme allegations in the prior [158143 / 153974]- Miss Laskowitz presented the building as "old" and attested to watching me in the midnight hours havinG scaled the fire escape to enter my unit from the exterior window. Her description was concise, and without denial, I was locked out and no doorman or concierge there to greet me at the front desk.

The use of **THAT** camera that was mounted on the second floor on a 4x6" piece of hardwood was directly at my windows (clearly in 24-hour operation, night-vision - as entered by Miss Laskowitz) for the terrible things that I did while residing as a tenant at 111 Sullivan Street, APT 2BR, New York, NY 10012. I dealt with the procedures, claims, and allegations ALL pro se, and with a 'fee waiver. After all claims were exhausted to no avail, the judge ordered Plaintiff to post a \$10.00 (ten dollar) bond and left it on me.

THAT arbitrarily computed value no less than \$500,000.00 is nowhere on the rent roster, not the one that I entered from public record in the tax-abatement documents between STATE FARM and The Zucker's transferring rights under the DOB.

The value of the building, in context, all rent rolls as entered and reported for insurance transfers and liabilities would far surpass this \$500,000.00 demand, so why the fixation on this figure? The basis of their "inclusive" concierge was a "SKY IS THE LIMIT" experience.. however, combined with the use of a trained PTSD expert, as entered to support a "DISRUPTION" on my part, a "MASS EXODUS" of three tax lots and all were struck, absent of the lease where rent was timely paid, and I moved prior to the termination of the lease end date 12/31/2020 also should be barred to practice.

Having cleared "grounding" of meritorious cause in 63 claims by Plaintiff
-- The Honorable left it to me to provide guidance to you as to avoid insider trading.
- I filed a TRP with the SEC with the facts entered by Plaintiffs in the above Captioned matter.

100%, in their purported allegations, accused myself as the "SOLE CAUSE" of a reduction in their tenants
"LEAVING MYSELF AND ONE OTHER TENANT" during a "MASS EXODUS" of all units during the Covid-19 Pandemic
to take advantage, clear the building and develop condos that were more "appropriate" in line with the 10012 Zip Code.

-- in the words of *Paul Regan, general counsel obo Manhattan Skyline & CO.*
"MOSTLY COMPRISED OF WOMEN" 🏠 in writing, which was filed with REBNY and the their respective conduct departments.

Entered on the 9th OF AUGUST, by respondent.
IN NY SUPREME COURT PROCEDURES E-FILED.
NYSCEF DOC. NO. 312

Entered on the 10th OF AUGUST,
by Sullivan Properties, A.K.A.
The Zucker Family,
obo State Farm Realty Insurance, Manhattan Skyline - by its own Attorneys.



----- Forwarded Message -----
From: "William McKenzie" <wmckenzi@nycourts.gov>
To: "Bo Dincer" <bd2561@columbia.edu>, "Paul Regan" <legal@mskyline.com>, "Laskowitz, Shari" <slaskowitz@ingramllp.com>, "fellows@abfn.org" <fellows@abfn.org>, "Abanews" <abanews@americanbar.org>, "press@vice.com" <press@vice.com>
Sent: Fri, Nov 5, 2021 at 3:15 PM
Subject: RE: 158143 / ADMISSION OF SERVICE (483) AND NYSCEF 153974

REMOVE ME FROM THIS LISTSERV

William McKenzie


Part Clerk to the Honorable Shlomo S. Hagler, J.S.C.

New York Supreme Court, Civil Branch – Part 17

60 Centre Street, Room 335

New York, New York 10007

(646) 386-3283 (Part 17)

 Seal of New York

From: Bo Dincer <bd2561@columbia.edu>
Sent: Friday, November 5, 2021 3:07 PM
To: Paul Regan <legal@mskyline.com>; Laskowitz, Shari <slaskowitz@ingramllp.com>; fellows@abfn.org; Abanews <abanews@americanbar.org>; press@vice.com
Subject: Fwd: 158143 / ADMISSION OF SERVICE (483) AND NYSCEF 153974

I apologize, Paul.

For the Zucker Family / Manhattan Skyline / and Sullivan Mews in Manhattan...

County, State... and in which Jurisdiction is this acceptable for any Patron/or leaseholder?

- THAT activity by Plaintiff would be held illegal on the "deuce" in Manhattan in the 70s.

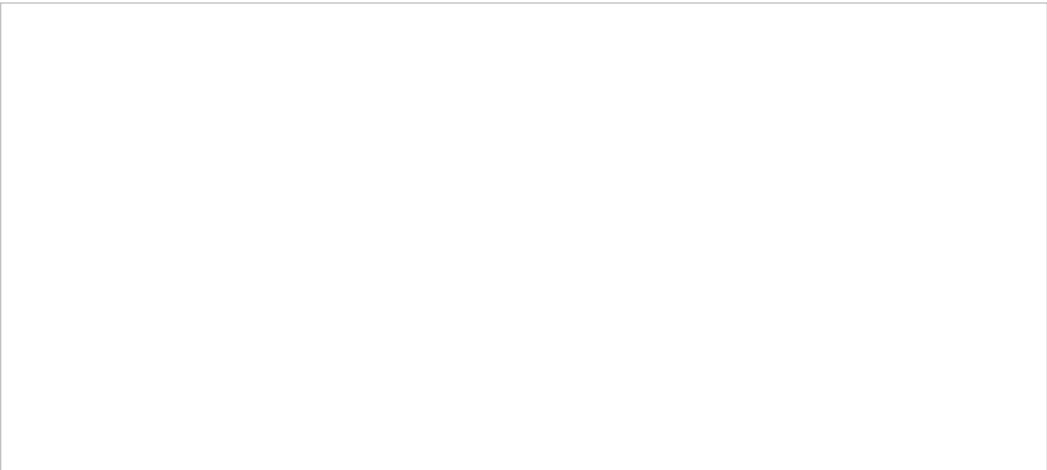
You know I had to dispatch this as well right?

Bright Colorful Carbon.

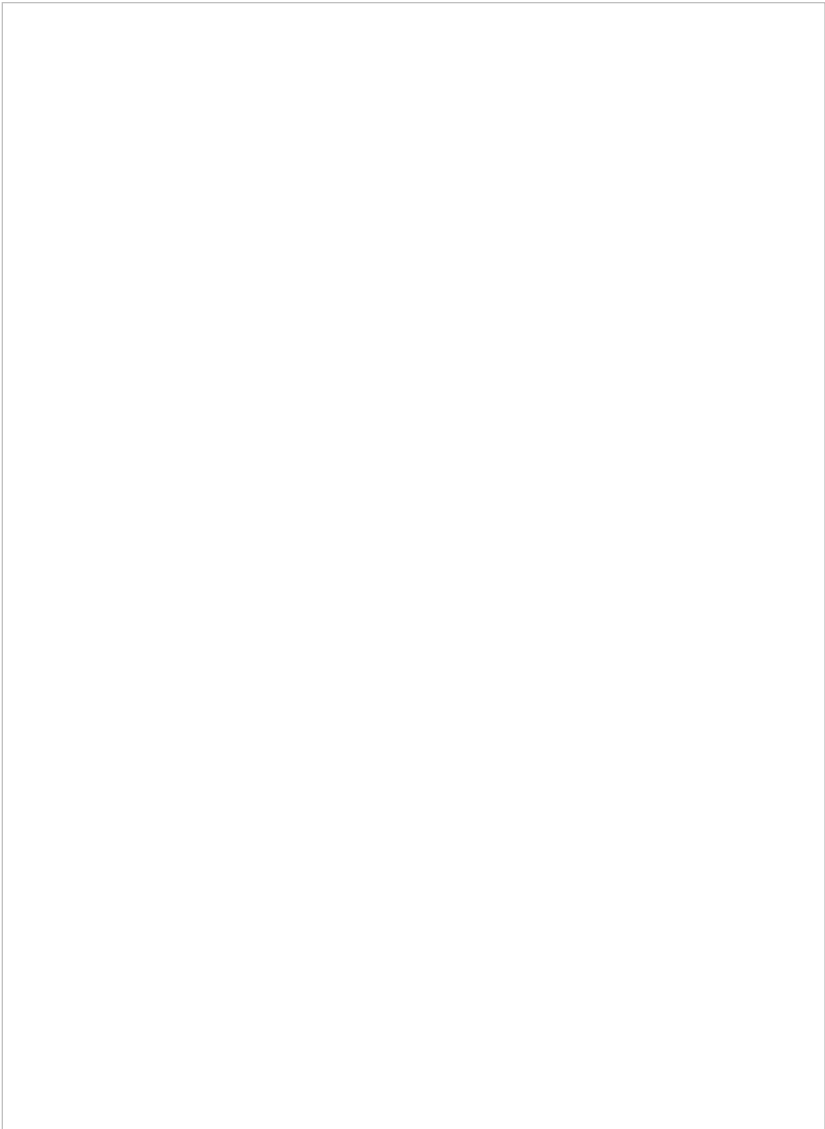
Here's what I mounted, which you approved!

<https://drive.google.com/filed>

Here's how I decorated, which I approved - but not the camera pointing onto my bed...



pL_BGBGBG
Entered on the 9th OF AUGUST, by respondent.
IN NY SUPREME COURT PROCEDURES E-FILED.
NYSCEF DOC. NO. 312



Entered on the 10th OF AUGUST,
by Sullivan Properties, A.K.A. The Zucker Family obo State Farm Realty Insurance and Manhattan Skyline - by its Attorneys



The "rupture" of 1/8" did in fact occur, and those damages were billed together in a rent invoice, and were also timely paid.

[NYSCEF DOC 141]

In an email dated June 3RD, Paul Regan who also represents the plaintiff informed me that all damages and legal fees to the entire building would be invoiced to my monthly rent statement -- a breach of their self-proclaimed high-standards of professional management, however PAID, as Invoiced by MEWS.

[NYSCEF DOC 155]

e judge provided me with 120 to file a cross motion to seek remedies for the constant harassment and waste of my time -- which was understood by the plaintiff to be no less than my weight in gold.
[NYSCEF DOC 141]

[NYSCEF DOC 155]

Entered by Plaintiffs at the onset in the matter of Sullivan Properties, L.P. v. Baris Dincer, and clearly states
"...that damage and repair fees were deemed unlawful in any amount which exceeds the stated rent stabilized lease..."

[NYSCEF DOC 153]

... accrues an additional \$2,569.72 in legal fees on top of the \$8,106.21 billed in the previous month [NYSCEF DOC 152]
and July's rent for \$2,395.00 which was paid in full, and on time.

[NYSCEF DOC 152]

...reflects the balance owed in arrears.

[NYSCEF DOC 483]

STIPULATION OF A CAPTION
... NON-ACCEPTANCE | NON-JOINER?

|

10/27/2020