## Re: Fw: \*\*\* NOW the email is only able to send? and not receive?

From: BSCP GROUP HOLDINGS [Administration] (admin@hutchmen.com)

bondstrt@pm.me To:

bdincer66@icloud.com; bo.dincer@yahoo.com; kidsprivacy@viacomcbs.com

Date: Monday, January 24, 2022, 08:47 PM GMT-5



A For your security we disabled links in this email. If you believe it is safe to use, mark this message as not spam.

Just lookin out broski... 646-256-3609



Cc: kidsprivacy@viacomcbs.com, admin@hutchmen.com

Bcc: ashley.humphries@wilsonelser.com, debra.tama@wilsonelser.com, lauren.zink@wilsonelser.com, erin.zecca@wilsonelser.com, ellyn.wilder@wilsonelser.com and 44 more...

## TO THOSE BCCed here..

> Show original message









2124019146....pdf 79.8kB



--GS LEX....pdf 1.4MB



2124019146....pdf 37.1kB



2124019146....pdf 79.8kB



2124019146....pdf 629.3kB



## DOES THIS?



## Address not found

Your message wasn't delivered to bd2561@columbia.edu because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 User Unknown

LOOK LIKE THAT?



## Message blocked

Your message to WMCKENZIE@nycourts.gov has been blocked. See technical details below for more information.

The response from the remote server was:

550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [DM3GCC02FT039.eop.gcc02.prod.protection.outlook.com]

---- Forwarded message -From: BO FREEMAN < bscpgroupholdingsllc@gmail.com > To: WMCKENZIE@nycourts.gov, NYSCEF@nyscef.gov, nibel.pena@nypd.org Bcc: Date: Fri, 21 Jan 2022 05:53:02 -0500 Subject: Fwd: Fw: ATTN: Midtown North Precinct; 18TH PRECINCT

I'm sorry to have to inform you that your message could not be delivered to one or more recipients. It's attached below. For further assistance, please forward this email to support@protonmail.com If you do so, you can delete your own text from the attached returned message ckenzie@nycourts.gov>: host neurocompany mail protection outlook com[184.47.65.118] said: 558 5.4.1

Recipient address rejected: Access denied. AS(201806281)

[DM3GC082FT036.cop-gcc02.prod.protection.outlook.com] (in reply to RCPT TO command) ssage/delivery-status

## PETITIONER BARIS DINCER pro se

ENTERED AND ADMITTED
NYSCEF.: 153974 / 2020

---- Original Message -----

On Monday, January 24th, 2022 at 8:37 PM, MILTON MCKENZIE wrote:

TO THOSE BCCed here..

Please do not use the bd2561@columbia.edu address as it is again compromised:
- It has been locked/unlocked several times but Guidance Counselor OC continues to place a hold on the matter.

Most Respectfully,

\*\*\* BD2561@COLUMBIA.EDU \*\*\* BO.DINCER@YAHOO.COM Tel.: 646-256-3609

---- Original Message -----

On Monday, January 24th, 2022 at 8:00 PM, BD

- I thought we discussed this already...
- other way around...
   NO SENDING UNLESS STRICTLY FOR ACADEMIC MATTERS.

Please contact CUIT on my behalf Dr. Bowe - per your instruction. - Having said this, and as a Registered PNG Fellow; wanted to check in with you as well.

Most Respectfully,

Bo Dincer

BD2561@COLUMBIA.EDU BDINCER66@ICLOUD.COM BO.DINCER@YAHOO.COM Tel.: 646-256-3609

2/3



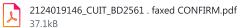
## Address not found

Your message wasn't delivered to **bd2561@columbia.edu** because the address couldn't be found, or is unable to receive mail.

The response from the remote server was:

550 5.1.1 User Unknown









### Fw: \*\*\*MATERIAL NOTICE of ACTION\* ZUCKER <> State Farm Insurance

From: BD (bondstrt@protonmail.com)

To: ms60710444266@yahoo.com

Date: Saturday, January 15, 2022, 04:59 AM GMT-5

Sent from ProtonMail for iOS

-- Forwarded message --

From: Bo Dincer<br/>
<u>bo.dincer@yahoo.com</u>><br/>
Date: On Tue, Nov 16, 2021 at 9:43 PM<br/>
Subject: Fw: \*\*\*MATERIAL NOTICE of ACTION\* ZUCKER <>State Farm Insurance

To: slaskowitz@mskyline.com <<u>slaskowitz@mskyline.com</u>>,Shari Laskowitz <u>slaskowitz@ingramllp.com</u>>
Cc: lzucker@mskyline.com <<u>lzucker@mskyline.com</u>>,bdincer87@bloomberg.net <<u>bdincer87@bloomberg.net</u>>,Bo Dincer <<u>bd.dincer@yahoo.com</u>>
My apologies Shari,

I had intented not to limit your inclusion in this matter.

RD

----- 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

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)" <br/>
\*\*Standard Message -----

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 AI AFFIDAVITS... WITHOUT ME DIVULGING MY OTHER PERSONAL MATTERS OF PRIVACY...

I WANTED TO ENSURE THE BOOKS AND RECORDS REFLECTED A PROPER ACCOUNTING FOR STATE FARM'S INVESTORS AS WELL.

>> THE ZUCKER CORPORATION "MEWS", ALBEIT PRIVATELY SHOULD STILL BE UNDER THE JURISDICTION OF THE NY SUPREME CRIMINAL AND CIVIL DIVISIONS AT THIS POINT

>> AFFILIATED TO MANHATTAN SKYLINE, SULLIVAN PROPERTIES, TO THE BEST OF MY KNOWLEDGE.

FACTOR 1: THE LEASES WERE ASSIGNED TO A PUBLIC ARM OF THE STATE FARM INSURANCE CORP.
FACTOR 2: I FILED A TRP 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. Baris Dincer
- 483 NYSCEF ADMISSION OF SERVICE AND STIPULATION TO AMEMD CAPTION WITH ALL MATERIAL PARTIES.
- 103 HOWER SMISREPORTED EARNINGS (both State Farm & Zucker)

>> DENIED/IGNORED AND DROPPED THE CASE
>> FOLLOWING MY REQUEST TO AMEND THE CAPTION

From: B Dincer (COLUMBIA UNIVERSITY) At: 11/16/21 14:59:29 UTC-5:00

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 LZUCKER@MSKYLINE.COM
Co: Connie Yeung (FINRA), Stephanie Banker (FINRA), John Margolis (FINRA), Lad Dullum (FINRA), Jay Gibbon (FINRA), Lisa Capasso (FINRA), Patrick Helmstetter Andrew Smith (FINRA), Bbpnj 499586 (STATE STREET BANK AN), Boston Audit (BROWN BROTHERS HARRI), Kpmg Audit (KPMG LUXEMBOURG SOCI), Internal Audi FRERES & CO L.), Bethany Arnold (FINRA), Ray Pellecchia (FINRA), Ryan Krieg (FINRA), Justin Cressell (FINRA), Donald Rizer (FINRA), Tony Grant (FINRA), Chris (FINRA), Kimberly Berry (FINRA), Harold Maldonado (FINRA), Nancy Soto (FINRA), Michael Karp (FINRA), David Nguyen (FINRA), Srisha Bolledula (FINRA), Nahare (FINRA), Joshua Wong (FINRA), Paul Aragon (FINRA), Justin Morgan (FINRA), Nian Xue (FINRA), Brian Carr (FINRA), Isaac Booth (FINRA), Marchitto (FINRA), Jason Grinkin (FINRA), John Sagan (FINRA), Dominic Marchesano (FINRA), Jay Loftus (FINRA), Glenn Rose (FINRA), Ting Wu (FINRA), Troy Smith (FINRA), Caroline Jones (FINRA), Chris Gursky (FINRA), Scott Avery (FINRA), Mavis Kalo (FINRA), Brandon Scarff (FINRA), Ting Wu (FINRA), (FINRA), John Soula Joannides (FINRA), Razina Dixon (FINRA), Rosinna Rivera (FINRA), Shannon Grant (FINRA), Chris Tuite (FINRA), John Rouce (FINRA), Ryan Sch Greg West (FINRA), Dale Sauble (FINRA), Andrew Korb (FINRA), LEGAL@MSKYLINE.COM, akmaliy@yahoo.com, dian.zhu@finra.org, bondstrt@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 James McNamara, Director (202) 551-7500

Office of Information Technology David Bottom, Chief Information Officer (202) 551-5703

Office of the Inspector General Carl Hoecker, Inspector General (202) 551-6061

Office of International Affairs YJ Fischer, Director (202) 551-6690

Office of the Investor Advocate Rick Fleming, Investor Advocate (202) 551-3302 Contact

Office of Investor Education and Advocacy Lori Schock, Director (202) 551-6500 Contact

Office of Legislative and Intergovernmental Affairs Kevin Burris, Director (202) 551-2010

Office of Minority and Women Inclusion Pamela Gibbs, Director (202) 551-6046

Office of Municipal Securities

Rebecca Olsen, Director (202) 551-5680

Office of Public Affairs Scott Schneider, Director (202) 551-4120

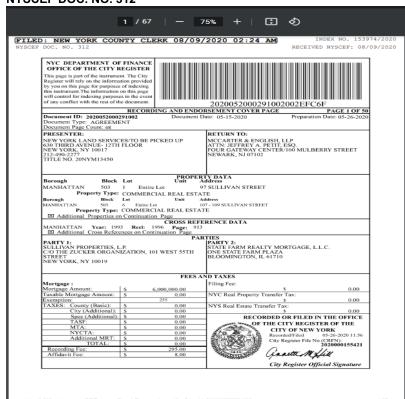
Office of the Secretary Vanessa Countryman, Secretary (202) 551-5400

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)

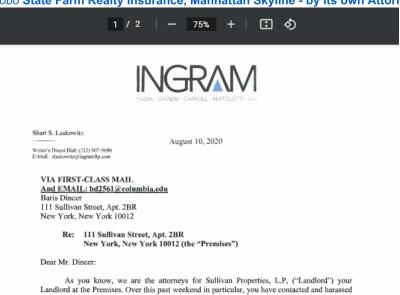
Entered on the 9th OF AUGUST, by respondent. IN NY SUPREME COURT PROCEDURES E-FILED.

## NYSCEF DOC. NO. 312



Entered on the 10th OF AUGUST, by Sullivan Properties, A.K.A. The Zucker Family,

obo State Farm Realty Insurance, Manhattan Skyline - by its own Attorneys.



As you know, we are the attorneys for Sullivan Properties, L.P., ("Landlord") your Landlord at the Premises. Over this past weekend in particular, you have contacted and harassed Landlord's employees, management and owners. Please be advised that under no circumstances should you contact my client or anyone associated with the Landlord directly. If you have a maintenance request or issue with the building, you may contact me via e-mail only. I will only respond to proper requests; any other communications will not be responded to.

By the terms of your own documents, including your numerous court filings, you have filed fallacious claims and/or reports with the Better Business Bureau, the Federal Trade Commission, State Farm Realty Insurance LLC, as well as others. On behalf of the Landlord, we hereby demand you cease and desist from any and all contact and interference with any business affiliates of the Landlord, including, but not limited to, State Farm Realty Insurance LLC, and cease and desist from the dissemination of false information regarding the Landlord. Your conduct, including your slanderous and libelous communications are defamatory, and give rise to various legally cognizable claims, including, but not limited to, tortious interference with contract Landlord will pursue any and all of its legal remedies against you should you persist in such conduct. such conduct.

Finally, if you feel that you simply cannot live in the Premises, the Landlord offers to release you from the balance of the term of the Lease without penalty. However, if you choose to remain as a resident in the Premises, then Landlord expects you to abide by the terms of your lease, and treat the building, as well as its employees and residents, with the same level of respect with which you expect to be treated. Please know that the Landlord will assert its rights under the Lease and at law if there are any further incidents.

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

From: B Dincer (COLUMBIA UNIVERSITY) At: 11/16/21 13:53:35 UTC-5:00

To: <u>JAMES.GORMAN@MORGANSTANLEY.COM</u>
Cc: <u>Irfan Susilo (BLOOMBERG/ 919 3RD A.)</u>, <u>Bryan Bugyi (BLOOMBERG/ 919 3RD A.)</u>, <u>Ho Tak Tsang (BLOOMBERG/ 919 3RD A.)</u>, <u>Jonas Valkiunas (BLOOMBERG/ 919 3RD A.)</u>, <u>Bam Compliance (BALYASNY ASSET MANAG.)</u>, <u>Clsa Compliance (CLSA HONG KONG.)</u>, <u>Andrea Peterson (SECURITIES & EXCHANG.)</u>, <u>Andrew Shelton (SECURITIES & EXCHANG.)</u>, <u>Jegal@mskyline.com</u>, <u>slaskowitz@ingramllp.com</u>, <u>Jegal@mskyline.com</u>, <u>slaskowitz@ingramllp.com</u>, <u>Jegal@mskyline.com</u>, <u>slaskowitz@ingramllp.com</u>, <u>Jegal@mskyline.com</u>, <u>Jegal@msky</u>

<u>abanews@americanbar.org, bd2561@columbia.edu, nyscef@nycourts.com</u>
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

pl\_BGBGBG

- Caption: Sullivan Properties L.P. v. Baris Dincer

- 483 ADMISSION OF SERVICE AND STIPULATION NYSCEF

- 483 ADMISSION OF SERVICE AND STIPULATION NYSCEF

- 500 ALI ISE 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.

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.

https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=mQMklwazr7SMnHql2gitlw==&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

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

https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=Eus8RvKtarpwGkyDl3wRoA==&system=prod

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 Accouting 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; 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 quaranteed.

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: 364-368-3283

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 jurispruceded during a pandemic – created a criminal procedure of liabilities to traverse the protections of "EVICTION MEMORANDOM" 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. Do novo review represents a searching review in which the appellate courd wose 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 i-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 fit 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 \$4,000 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 plaintiffs 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 guidelposts 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 4'x6' 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

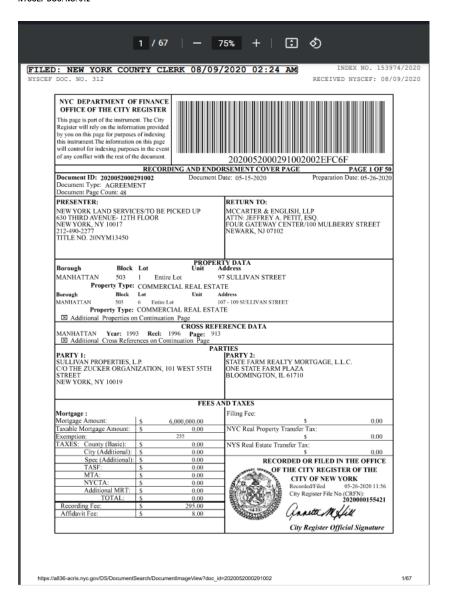
  The Honorable left it to me to provide guidance to you as to avoid insider trading;

  I filed a TRP with the SEC with the facts entered by Plaintiffs in the above Captioned matter.

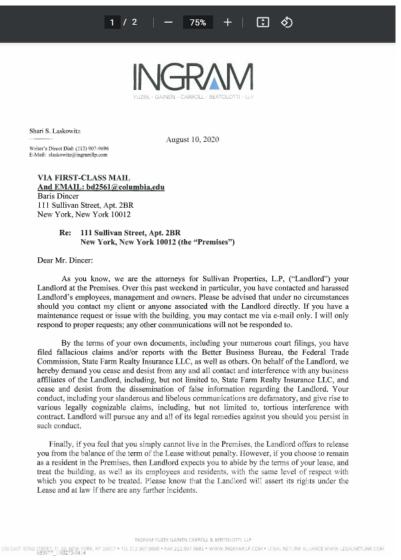
100%, in their purported allegations, accused myself as the "SOLE CAUSE" of a reduction in their tenants 
"LEAVING MYSELF AND ONE OTHER TENANT" during a "MASS EXODUS" of all units during the Covid-19 Pandemic 
to take advantage, clear the building and develop condos that were more "appropriate" in line 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>, "tellows@abfn.org" 
<le><ld><ld>\*lelows@abfn.org\*, "Abanews" <abanews@americanbar.org>, "press@vice.com" </ld>

\*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)
\*Sent: Friday, November 5, 2021 3:07 PM
To: Paul Regan <a href="#alegal@mskyline.com>; Laskowitz">taskowitz</a>, Shari <a href="#alegal@mskyline.com>; Laskowitz</a>, Shari <a href="#alegal@mskyline.com>; Elows@abfn.org">slabine.com>; Laskowitz</a>, Shari <a href="#alegal@mskyline.com>; Elows@abfn.org">slabine.com>; Laskowitz</a>, Shari <a href="#alegal@mskyline.com>; Laskowitz</a>, Shari <a href="#alegal@mskyline.com>; Laskowitz</a>, Shari </a>
\*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...





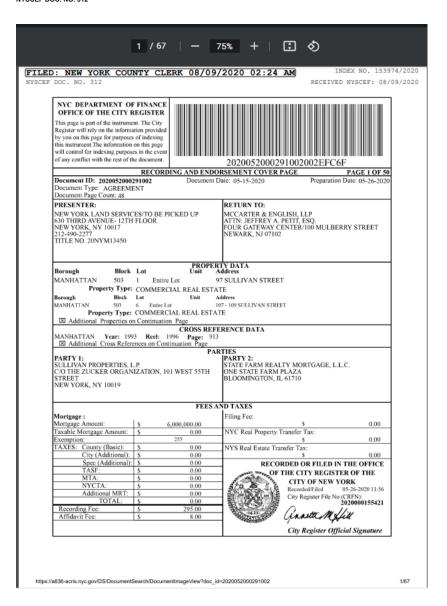




### pl BGBGBG

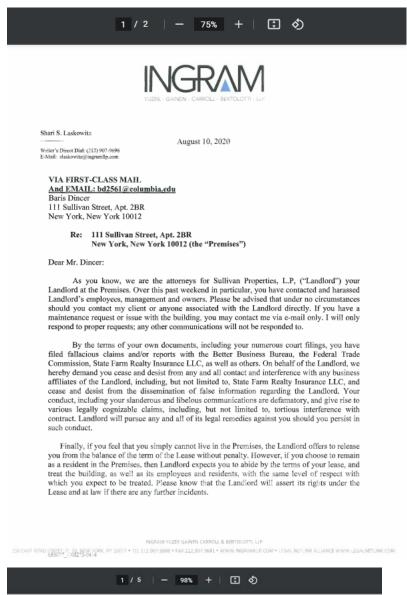
Entered on the 9th OF AUGUST, by respondent. IN NY SUPREME COURT PROCEDURES E-FILED.

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



## ATIN: MR, WILLIAM MCKENZIE

C/O THE HONORABLE SHLOMO HAGGLER, J.S.C.

As promised during yesterday's mediation and to assist the Honorable Haggler to memorialize the amiable terms agreed to by parties:

Accept this message as a letter further affirming the order for one plumber (who, the "examiner") to enter and examine my bathroom; one superintendent (Adnan Utic) who will wait for the investigative report of the examiner together with a second Plumber, will remain at a distance and outside of my Residence. I am willing to further accommodate the "examiner" to be joined by Ms. Laskowitz as a courtesy and as an extension of my good faith dealings.

If the appointed "Plumbing service provider", or contractor, can responsibly maintain the integrity of the Judge's stipulations, and conduct themselves conversely to the eelectic behavior and actions as exhibited by Ms. Laskowitz; I once again agree (and have never objected to) a scheduled entry of my Premises on Tuesday to help calm any emotional imbalance as exhibited in the Plaintiff's claims – perhaps the plumber's assessment can keep their representative under control.

## MANDATORY ENTRY: Tuesday, September 29<sup>TH</sup> /9:30 AM EST

 I once again permit for a plumber (who will cover his shoes, wear a mask, gloves – and per the Honorable Hagler's ORDER; saran wrap is an acceptable form of a "disposable coverall" which is also a requirement).

Page 1 of 3

FILED: NEW YORK COUNTY CLERK 09/30/2020 10:41 AM INDEX NO. 153974/2020 NYSCEF DOC. NO. 488 RECEIVED NYSCEF: 09/30/2020

THERE IS A LITTLE POO THERE - IT MAY BE FROM 50 YEARS AGO... AMAZING.







to: nyscef@nycourts.gov,

Columbia Journal of Law & the Arts <editor@lawandarts.org>

Columbia Journal of Law & the Arts <edito
Abanews <abanews@americanbar.org>,
fellows@abfn.org,
Paul Regan <legal@mskyline.com>,
Bo Dincer <body>,
Bo Dincer <body>,
Bo Dincer <body>,
Bo Dincer <br/>
Lzucker@makyline.com,
Izucker@mskyline.com,
James Gelfacender.org,
Bo Dincer <br/>
James Brien Comey Jr
Daniel Charles Richman
Daniel Charles Richman









he "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.

1

[NYSCEF DOC 483] STIPULATION OF A CAPTION ... NON-ACCEPTANCE | NON-JOINER?

20211113\_210049 notice.jpg 3.4MB



State Farm Bloomington.gif



COMPLIANCE-STATE FARM INSURANCE - ZUCKER.pdf



STATE FARM - ZUCKER - MATERIAL INFORMATION.pdf 2.7MB



Untitled.html



enforcement manual sec.pdf



STATE FARM - ZUCKER - MATERIAL INFORMATION 2.pdf

# 12/22/21, 7:10 PM (4) Sent | bondstrt@protonmail.com | ProtonMail [ 1 Question ] about my email. sgo2107@columbia.e CC: officeofthepresident@columbia.edu Date: Wednesday, December 22nd, 2021 at 3:45 PM This email address... >> bd2561@columbia.edu << Sent from ProtonMail for iOS Date On Sun De 19, 2021 at 609 AM Subject: Fox Re 5 420.75 NY Stat (1 Question | PDF To: Chair < CHARRBERG.copx , sqharid@bloomberg.net> , etaminal@bloomberg.net> , etaminal@ https://youtu.pe/x\_exces.smv https://youtu.pe/x\_exces.smv all day and The Zucker family REFUSES to return many SEX TAPES as well. - Still have not been returned to me - one of them was also a Student/Staff part-time at Columbia. - I went ahead and put Child Protective Services on here for you as well... Don't worry we used plan B - no kids in my apartment See also: RELATED RENTALS. with inclusive daycare in their rents. Thank you for your guidance. On Tue, Dec 1.4, 2021 at 1:19 PM, 8D < https://doi.org/10.1001/2007.0001/200 They also permitted them to film me in the nude, as entered in the public record of the NY Supreme Court. So call a different precinct - thanks again for your confirmation. n Tue, Dec 14, 2021 at 11:59 AM, ORTIZ, CHRISTINA < CHRISTINA ORTIZ@nynd.org> wrote: Good Afternoon, As Officer Pena stated you have to contact the first precinct NCO Officers regarding your complaint. Also, the DG\_23PCTDVO email you CC'd is for Domestic Violence related complaints. I read through most of your emails below and you seem to be having an issue with a tenant, which is not considered Domestic. I don't know the whole story so in the event your complaint is Domestic related you can CC this email and it will go to your Precinct DV Officers: DG\_001PCTDVO. I CC'd your resident precinct NCO's in this email. Be safe. Sergeant Christina Ortiz 23 Domestic Violence 212-860-6435 CONFIDENTIALITY NOTICE: This email and any attachments may contain confidential and privileged information for the use of the designated recipient(s) named above. If you are not the intended recipient, you are hereby notified that you have received this communication in and that any review, use or disclosure of it or its contents is prohibited and may violate laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of this communication. Please treat this and all communications from the New York City Police Department as LAW ENFORCEMENT SENSITIVE / FOR OFFICIAL USE ONLY. From: BD <bondstrt@proto Sent: Tuesday, December 14, 2021 8:27 AM To: PENA, NIBAL <a href="https://nibal.pena.gov/nibal.pena.gov/nibal.gov/ni Subject: Re: Fwd: Re: § 120.60 Stalking in the first degree...## Some people who received this message don't often get email from bondstrt@protonmail.com. Learn why this is important ... Sent from ProtonMail for iOS On Tue, Dec 14, 2021 at 8:25 AM, BD < hondstrt@protonmail.com > wrote: SECTION 120.60 Stalking in the first degree Penal (PEN) CHAPTER 40, PART 3, TITLE H, ARTICLE 120

§ 120.60 Stalking in the first degree. A person is guilty of stalking in the first degree when he or she commits the crime of stalking in the third degree as defined in subdivision three of section 120.50 or stalking in the second degree as defined in section 120.55 of this article and, in the course and furtherance thereof, he or she: commits a class A misdemeanor defined in article one hundred thirt of this chapter, or a class E felony defined in section 130.25, 130.40 or 130.85 of this chapter, or a class D felony defined in section 130.30 or 130.45 of this chapter.

Sent from Yahoo Mail on Android

Forwarded message

Form BD-épodstr@protomail.com>
Date: On Sun, Dec 12, 2021 at 6:35 PM
Subject: Fwix Be: \*\*\*\* 111 SULIVAN STREET REAR \*\*\*\*
To: PENA, NIBAL < NIBAL PENAIM/PRODOGS CC\_23PCTDV/O@mynd.org>
Lappreciate your guidance.

I am not a police officer, I am a student at Columbia.

Do you think it's legal to videotape someone home, without consent? Naked, dressed, etc.
 after scrolling through the text in the exhibi

Police Officer Nibal Pena....
- If you think it's normal, or legal; Just do the city a favor and quit.

— enjoy the safety and value you can provide elsewhere.

If a police officer emailed you with a concern,
— would you provide guidance or pick up ur radio and dispatch it.

Enjoy and let me know if stalking or eavesdropping or what crimes are reasonable for an arrest.

- like a hostile subject/perp.

Whatever it is you know who I am, because the 1st precinct arrested me for cutting an Ethernet cord... when someone called them after giving me no other option

I still don't hold you liable... Case was vacated immediately. but zip code 10019 is on 6th and 55TH.

You think they were watching me get undre We're they Getting lubed up with KY jelly getting ready for a baccanel or something?

naybe... after 4 months of my asking kindly, hile they filmed the interior of my apartmen g THAT camera... without my consent. Copy<sup>3</sup> had to cut the cord... after filing 500+ reque NY Supreme Court. Can cause mental anxiet

Miss Laskowitz also enjoyed Watching. 150 East 42nd. Street for MONTHS...

P.S. Tell Decandia I say hello, and thank you for getting back to me

They didn't even have a certificate of occupancy, hence no police records filed for the address

Formerly 111 Sullivan 2BR. Stay safe.

contact the 1st precinct neighborhood officers...

https://www1.nyc.gov/site/nypd/bureaus/patrol/precincts/1st-precinct.page

Crime Statistics (PDF) Crime Statistics (Excel) Contact Information. 16 Ericsson Place New York, NY, 10013. Precinct: (212) 334-0611 Community Affairs: (212) 334-0640 Crime Prevention: (212) 334-0642 - Brian Nelsen E-mail: <a href="mailto:brian.nelsen@nypd.org">brian.nelsen@nypd.org</a> Domestic Violence Officer: (212) 334-2609 - E-mail Youth Coordination Officer: (212) 334-2609 - E-mail Auxiliary Coordinator: (212) 334-0618

www1.nyc,gov

Police Officer Nibal Pena Neighborhood Coordinator Officer 23<sup>rd</sup> Precinct 164 E. 102<sup>nd</sup> Street New York, NY 10029 Office: 646-860-6434 Cell: 929-287-6906

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From: BD <bon

Sent: Saturday, December 11, 2021 3:29 PM

From: 80 <a href="mailto:both:com/greentestables-new">From: 80 <a href="mailto:both:com/greentestables-new">From: 80 <a href="mailto:both:com/greentestables-new">From: 80 <a href="mailto:both:com/greentestables-new">Greentestables-new <a href="mailto:both:com/greentestables-new">Leonard Bradley@nyd.org></a>; Begal@mskyline.com <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; Bradley, Leonard organical new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; Bradley, Leonard new <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; NIBAL <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; DNES, JARREE <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; DNES, JARREE <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; DNES, JARREE <a href="mailto:legal@mskyline.com/greentestables-new">legal@mskyline.com/greentestables-new</a>; DNES, JARREE <a href="mailto:legal@mskyline.com/greentestables-new-gre

Some people who received this message don't often get email from bondstrt@proto

CAUTION! EXTERNAL SENDER

STOP WHEN UNSURE. Never click on links or open attachments if sender is unknown, and never provide user ID or password. Suspicious? Please report to this email address.

You want to harass your tenants to de-regulate your STABILIZED RENT
You truly picked the wrong tenant to harass...
Miss Zucker, and most certainly the wrong counselors - team - whatever it is you refer to yourselves as.

S 240.60

6. Knowing the information reported, conveyed or circulated to be false or baseless and under circumstances in which it is likely public alarm or inconvenience will result...

Falsely reporting an incident in the first degree is a class D felony.

103 W 55th St, New York, NY 10019 DONALD ZUCKER, LAURIE ZUCKER, THE ZUCKER ORGANIZATION, PAUL REGAN

**150 EAST 42ND STREET,** New York, NY 10017 INGRAM YUZEK GAINEN CARROLL & BERTOLOTTI LLP,

## OFFICERS? IS THIS STALKING? ON PUBIC RECORD -

https://www.youtube.com/watch?v=qvoW3IGe4Eo

Code Section	Penal 240.26, .31; 120.45 to .60
Stalking Defined as	Stalking in the 4th degree: intentionally and with no legitimate purpose engages in conduct that s/he knows or should reasonably know: will cause reasonable fear of material harm to victim or member of victim's immediate family or causes material harm to mental or emotional health of victim or member of victim's immediate family or causes a reasonable fear that victim's employment or business is threatened; 3rd degree: Same as 4th degree when: 3 or more victims involved or victim has reasonable fear of physical harm or serious bodily injury; 2nd degree: same as 3rd degree when a weapon is involved in commission or 2nd conviction within 5 yrs. or if victim is 14 or under and actor is 21 or older; 1st degree: same as 3rd or 2nd degree with intentional or reckless physical harm to victim.
Punishment/Classification	4th degree is a Class B misdemeanor. 3rd degree is a Class A misdemeanor. 1st degree is a Class D felony.
Penalty for Repeat Offense	If within 10 yrs. of prior conviction, stalking in 3rd degree. If within 5 yrs. of prior conviction, 2nd degree stalking.

Statute	New York Penal Law § 240.21 - 240.32
First Degree Harassment	First degree harassment occurs when a person intentionally and repeatedly harasses another person they:  • follow them in public; or  • engage in conduct that places the person in reasonable fear of injury.  First degree harassment is a class B misdemeanor.
Second Degree Harassment	Second degree harassment occurs when, with the intention to harass, annoy, or alarm a person they:  • strike another person or attempt or threaten to do so;  • follow a person in public places;  • act in a way that causes alarm or seriously annoys another person and serves no legitimate purpose.  Second degree harassment is a violation. Violations are offenses that result in a fine but no jail time.



## Fax Status: Success!

Your fax (ID: #30358344) to Hon. Milton A. Tingling, Clerk of the Supreme Cour at 2124019146 has been delivered successfully at 7:20 PM Eastern Standard Time on December 22nd, 2021.

The content of your fax included 1 page of coversheet with your text and 3 pages of attached documents.

Be sure to follow up with the recipient to make sure that the fax is legible and is delivered to the right person in the office. Thank you for using FaxZero.com  $\frac{1}{2} \frac{1}{2} \frac{$ 

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Fax Status: Success!

Your fax (ID: #30358344) to Hon. Milton A. Tinglin