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NYSCEF DINCER BARIS

RECEIVED NYSCEF: 08/11/2020

MR 5463415 M 36Y

DOB 05/26/1984

DOS 07/05/2020



**BARIS DINCER**

111 SULLIVAN STREET, APT 2BR  
NEW YORK, NEW YORK 10012

**VIA EMAIL (AS REQUESTED)**

slaskowitz@ingramllp.com

**RE: 111 SULLIVAN STREET, APT 2BR  
NEW YORK, NEW YORK 10012 (the "Residence")**

Dear Ms. Laskowitz,

I am in receipt of your letter dated August 10<sup>th</sup> and with respect to your request, I submit this statement and with all due respect, I respond via email.

I have not submitted any false information at any time or filed fallacious claims with any enforcement agency. I was informed The Better Business Bureau does not enforce certain matters, and were deemed and represented in a laundry list actions, for instance:

"COMPLAINTS ALLEGING DISCRIMINATION OR VIOLATION OF SIMILAR STATUTORY/CONSTITUTIONAL RIGHTS.";

The aforementioned complaint can be amended, and any evidence entered will also be subject to the enforcement by the Better Business Bureau, as deemed appropriate and in their purview in these matters.

Matters previously enforced by the Federal Trade Commission are applicable in this case, and to serve in the interest of proper controls, procedures, and a means of guidance and considerations of Reasonable Conduct by Corporations who conduct business in The United States. In light thereof, I will not cease and desist from providing the material facts, information, communications, and Objectionable Conduct which I have been subject to which need be adjudicated.

Your request to further restrain myself from providing information to the BBB and FTC in fact would enjoin myself in the fraudulent behavior(s) as referenced in the exhibits of this matter. As previously stated in my email to you on August 10<sup>TH</sup>: I will not aid, abet, or enjoin myself in your business dealings; notwithstanding State Farm Realty Insurance LLC, The Zucker Organization, Manhattan Skyline Corp., or whomever it is you have defensively attested to as "material", "involved", and responded in post-haste in light of the more recent documents entered as evidence which is available to the general public. More simply is Common Law, and public information as promulgated by the Automated City Register Information System ACRIS, which is also accessible on the internet for all to see.

**With reference to you offer:**

STIPULATIONS AS REFERENCED HEREUNDER UNDERSTOOD AS "OPTION A"

**A.** Landlord offers to release you from the balance of the term of the Lease without penalty:

**STIPULATIONS FOR CONSIDERATION, PER THE UNDERSIGNED.**

- 1. Refund.** The full aggregate balances collected beginning January 1<sup>ST</sup> and prorated through the 11<sup>TH</sup> of August, a total of 223 days under which I have resided in said



Premises and under those "Lease Provisions" a FULL REFUND at the preferential rate as stated by Plaintiffs on page 24, Item 2 as the "legal regulated rent" \$2,982.39.

- a. **Basis Value.** Using a 30/360 Calendar as "basis-value" to calculate the Refund, a daily accrual amount to \$22,169.10.
  - b. **Interest.** Plaintiff, having knowledge of my finances and in my application for this apartment, is privy to the supplemental student-loans which I obtain in addition to scholarships, grants and throughout my occupancy of the Premise have timely paid all rents. Plaintiff has collected as annexed in Invoices entered as Exhibits in this matter, certify where an excess of the "legal regulated rent" inclusive of legal fees – superimposed on the conditions which I have been held as "Restrained", whereby interest, which conforms to approximately 10% and a Refund no less than \$24,386.01 agreed to as a condition and under this First Stipulation.
2. **Moving Expenses.** A total amount no less than \$1,000.00 will be included in this stipulation, and any moving costs to the lessor of which will be refunded in light thereof under this Second Stipulation.
3. **Brokerage Fees.** Brokerage Fees in Manhattan are traditionally are billed at 15%, and under considerations of the legal regulated rent would result in no less than \$5,368.30 in brokerage commissions under this Third Stipulation.
4. **Contracts.** In breach of its Obligations, and with consideration to the betterment of civil matters, furthered in humanitarian objectives under which Parties esteem to, the breach in this matter is beyond the scope of the provisions in a Rent Regulated Lease; and conversely have caused for a trivial matter which needs to be remedied under this Fourth Stipulation.
  - a. **Cost.** There is no cost or value which can serve in calculating the value of Human Life, whereby Time is the only measure which decomposes and to the best of my knowledge – is restrained by a limit.
    - i. The value of life, without any reasonable doubt is worth its weight in Gold, as a Global Standard is valued at approximately \$2,001.31 per ounce or roughly \$32,020.96 for each pound.
    - ii. As stated in your Affidavit of Physical Service – my weight is to the excess of 150 pounds, and as such would form a lower bound equal to approximately \$4,803,144.
  - b. **Time.** The average lifespan, as promulgated by The U.S. Department of Health & Human Services is 78.6 Years, or 28296 days. The 223 days as previously referenced account for 1% of my life and using this gold standard above, and percentage weight equal to 0.79% of the Time in question - a total of \$37,853.45 as a Fourth Stipulation.
5. **Accepted.** Provided that the above referenced amounts, a grand total of \$68,607.76 is amiable to Plaintiffs rights, claims, remedies, actions or causes of action in this case, will also withdraw all claims, allegations and statements therein and consider this matter to be disposed.

**STIPULATIONS AS REFERENCED HEREUNDER UNDERSTOOD AS "OPTION B"**

- B. ... 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.

With reference to Option B, I appreciate this invitation of myself to continue as a Tenant in the above captioned address, however this was a Provision which was implied in the Lease

Provisions and Rent Stabilized Lease – renewable - barring concierge services (not specifically stated as such). In light of this second option, I prefer the remedies to my claims, statements, affirmations and information provided in this matter and under the Honorable Shlomo Hagler, his clerks, and to better preserve all remedies available as annexed in THE MOTION TO DISMISS, CROSS MOTION, annexed as evidence by Plaintiffs, processed and entered in this matter AS FURTHER ORDERED under the Honorable Shlomo Hagler J.S.C to be heard on August 13<sup>TH</sup>.

**I re-state, in verbatim to your offer letter dated August 10<sup>TH</sup>, 2020:**

“This communication is without prejudice to and shall not affect, in any manner, the rights, claims, remedies, actions or causes of action which Landlord has, or may have, at law, in equity, pursuant to the lease or otherwise.”

I implore that you act responsibly,

 8/11/2020  
BARIS DINCER

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