

FW: 483 ADMISSION OF SERVICE AND STIPULATION NYSCEF

From: bondstrt@pm.me
To: bd2561@columbia.edu
CC: bdincer66@icloud.com
Date: Thursday, November 4th, 2021 at 10:19 AM

The lawyer who helped me on this is is a friend.

/BD index 158143. NYSCEF

See also 153974 NYSCEF

for a Caption which was somehow lost in translation?
- not my department.
mrc@nysba.org

Forwarded message -----
From: BD<bondstrt@protonmail.com>
Date: On Thu, Nov 4, 2021 at 11:14 AM
Subject: FW: 483 ADMISSION OF SERVICE AND STIPULATION NYSCEF
To: bondstrt@pm.me <bondstrt@pm.me>
Cc:
Work conducted in my restroom.
- clearly not a mirror, and not my work in the “floor” or ceiling below.

##- Please type your reply above this line -##

Your request (28674) has been updated. To add additional comments, reply to this email.

----- Forwarded message -----
From: Bo Dincer<bo.dincer@yahoo.com>
Date: On Thu, Nov 4, 2021 at 3:37 AM
Subject: FW: 483 ADMISSION OF SERVICE AND STIPULATION NYSCEF
To: Bo Dincer <bd2561@columbia.edu>,BD <bondstrt@protonmail.com>
Cc:
Motion to Amend Add parties to Caption was ignored.

----- Forwarded Message -----
From: "BARIS DINCER" <b-dincer66@outlook.com>
To: "Bo Dincer" <bd2561@columbia.edu>
Cc: "BDINCER66@ICLOUD.COM" <BDINCER66@ICLOUD.COM>
Sent: Tue, Oct 27, 2020 at 8:20 PM
Subject: FW: 483 ADMISSION OF SERVICE AND STIPULATION

From: BARIS DINCER
Sent: Tuesday, October 27, 2020 8:15 PM
To: 'edincer54@gmail.com' <edincer54@gmail.com>
Subject: 483 ADMISSION OF SERVICE AND STIPULATION

Affirmation of service REF 158143/2020

01. BREACH OF CONTRACT

I can repeat and attest to items 1-7 as referenced in NYSCEF INDEX 158143/2020 in the matter of Sullivan Properties, LP v. BARIS DINCER and ERDINC DINCER – absent of the Plaintiff’s Zip Code which I believe is in fact 10019.

08. HARASSMENT / YELLING

[NYSCEF DOC 143]

The objectionable conduct, and leak, stems from elsewhere, and as indicated in the attached utterance and admittedly by Ms. Laskowitz during our most recent oral arguments with the Honorable Shlomo –

“[it’s an old building and leak can potentially be coming from anywhere]”

- Ms. Laskowitz

I don't yell at people, in fact I quietly go about my affairs and perhaps (and as per my conversation with Detective Decandia) – the disturbance comes from upstairs.

09. OBJECTIONABLE CONDUCT

[NYSCEF DOC 143]

EMERGENCY ACCESS

The objectionable conduct, and leak, stems from elsewhere, and as indicated in the attached utterance and admittedly by Ms. Laskowitz during our most recent oral arguments with the Honorable Shlomo in September requesting “EMERGENCY ACCESS” – whereby counsel for plaintiff made it clear that

“[it’s an old building and leak can potentially be coming from anywhere]”

- Ms. Laskowitz

10. ACCESS REFUSAL

[NYSCEF DOC 483]

OUTRIGHT FALSE AND DEFAMATORY STATEMENT.

Please see the attached. With referenced to your allegations in NYCEF INDEX NO.: 158143/2020.

My apartment has been inspected previously by the DOB, NYPD, and NYFD and to no avail was there a leak ever determined to exist from my apartment, and I have no knowledge of any repairs, construction or any improvements or construction which took place prior to my moving into the residence.

11. SURRENDER

FALSE AND DEFAMATORY STATEMENT.

Tenants left on their own terms, and in their own regard without my knowledge or involvement. As referenced previously, the girl who lived below me moved in with her boyfriend in Connecticut.

12. OBJECTIONABLE CONDUCT

PLAINTIFF DOES NOT CARE TO AESTHETICALLY INVITE NEW TENANTS, AND PREFERS THAT I REMAIN ON

My window remains boarded up and unrepaired, and similar to the bedside manner exemplified by the Plaintiff’s employees, left my bathroom in a state that continued to emanate the an odor that is simply impossible to describe, and annexed here as supplement as an indicator in the EMAIL DATED 2020.09.30 and also in the attached exhibit from the case 153974 [NYSCEF Doc No 488]; the state of my bathroom ex-post repair [EMAIL on 9.30.2020] – and the more recent request to once again have my window repair which remains my only means to vacate the premises using the fire escape.

EMAIL AND OFFER DATED AUGUST 10TH 2020

On the 10th of August, counsel for Plaintiff offers to release and indemnify all claims, as all tenants have vacated and now they hold me liable for a building which has not been updated (per DOB records) in the last decade.

RESPONSE TO OFFER DATED AUGUST 11TH 2020

> 2020.08.11-COUNTEROFFER

On the 11TH of August, I provided Plaintiff with a counter-offer which later was translated by the Honorable Haggler as a 120 day extension for me to file a CROSS MOTION during the more recent “EMERGENCY ACCESS” – whereby access was provided without the need for the court’s intervention.

I provided access to the superintendent on several occasions; and more specifically did so in WRITING for the “EMERGENCY ACCESS ARGUMENT” which in fact left my bathtub and bathroom smelling like feces for nearly one full week. In fact, from time to time I still feel like there may be particles of whatever exploded when the plumber ejected the toilet from the floor and ruptured the bathtub as referenced previously in NYSCEF DOC 488 and attached here as well for ease of reference:



The construction crew basically re-attached the toilet and left it up to me to clean it up...

19. DAMAGES

DAMAGES FROM THE MIRROR HAVE BEEN PAID IN FULL.

\$500,000.00 in damages from the “rupture” of 1/8” did in fact occur, and those damages were billed together in a rent invoice, and were also timely paid. As referenced in CASE 153974 [NYSCEF DOC 149], Plaintiff in fact bootstrapped their legal fees in a subsequent invoice – and all damages were accounted for and paid as entered in CASE 153974 [NYSCEF DOC 147]; a total of 3106.82 was paid during that period. The exhibit entered in CASE 153974 [NYSCEF DOC 152] reflects the balance owed in arrears, having paid for the damages from the mirror, and in furtherance have commingled “unlawful fees” and legal services in a rent statement. In the statement which ensues, Plaintiff continues to bill legal fees (per the Lease) and accrues an additional \$2,569.72 in legal fees [NYSCEF DOC 153], 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.

Fees for repairs and previous rents were all paid, and counsel for Plaintiff’s have egregiously left us with a \$15,465.93 “past due balance” on the 23RD of July – inclusive of \$2,395.00 due for the month of August while ignoring the provisions of their own “Lease” which states “the lease may not prevent an owner from seeking ... relief in court” – however encumbered us repeatedly with arbitrary “damage repair fees” as referenced in the exhibits entered into evidence in the matter of Sullivan Properties L.P. v Baris Dincer – whereby the 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]

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.

[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.

I had requested a change to the caption earlier in this matter, prior to the closing of Plaintiff’s arguments and the order which was entered by the Judge that re-stated the terms of the lease; and in fact loosened certain restrictions therein. I was impressed to find that Mr. Regan was in the proper jurisdiction in his VERIFICATION for the matter Indexed as 158143/ NYSCEF DOC. NO. 1 in Sullivan Properties L.P. vs BARIS DINCER and ERDINC DINCER in the County of New York, having previously notarized his notarized Affidavit in the County of Kings in the matter of Sullivan Properties, LP vs BARIS DINCER Indexed as 153974/ NYSCEF DOC. NO. 1 – which has not changed in substance in the SUMMONS AND COMPLAINT, absent of the nefarious and “traverse-like” behavior which has not changed as exhibited by Ms. Laskowitz and Mr.Regan – having presented this to my father in two instances and Indexed as #s 153143, and 158143

[(158143—153143.png)]

With that said, I will reserve my right to file a CROSS CLAIM to the case in principle, which is in fact 153974.

THIS IS ACTUALLY A CHANGE OF CAPTION – NOT A NEW CASE...

<8.10.2020 0313 EST>

CCF_000031.PDF

NYSCEF DOC. NO. 312 IN THE BELOW REFERENCED MATTER

Full Caption
Sullivan Properties L.P. v. Baris Dincer

Plaintiffs/Petitioners

Name	Represented By (Attorney File #)
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Name	Represented By (Attorney File #)
Sullivan Properties L.P.	LASKOWITZ, SHARI on 06/05/2020 INGRAM, YUZEK, GAINEN, CARROLL & BERTOLOTTI, LLP

Defendants/Respondents

Name	Represented By (Attorney File #)
Baris Dincer	Dincer, Baris on 07/21/2020 (2020.09.30.1041)

-----Original Message-----
From: BARIS DINCER
Sent: Sunday, September 27, 2020 8:37 AM
To: 'super@sullivanmews.com' <super@sullivanmews.com>
Cc: Bo Dincer <bd2561@columbia.edu>; 'bad078@g.harvard.edu' <bad078@g.harvard.edu>
Subject: <484 AFFIRMATION AND NOTICE TO PARTIES> <483 ADMISSION OF SERVICE AND STIPULATIONS>

Please keep this notice as a confirmation of this filing.

Case Information

Index #: 153974/2020

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

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<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

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<https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=mQMklwazr7SMnHqI2gjtIw==&system=prod>

STIPULATIONS ARE AFFIRMED VIA NYSCEF EFILING RULES THANK YOU YOUR HONOR FOR THESE STIPULATIONS AS DISCUSSED ON FRIDAY.

Motion #: 003

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<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

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https://iapps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=bq1Jk8B3gijk_PLUS_oconHn6SA==&system=prod MGT
<mailto:SLASKOWITZ@MSKYLINE.COM> I WILL INVESTIGATE FURTHER AND SAVE YOU SOME TIME.

Motion #: 003

09/27/2020

E-mail Service Notifications Sent

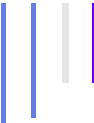
Name

Email Address

SHARI LASKOWITZ

<mailto:slaskowitz@ingramllp.com>

Baris Dincer



<mailto:B-DINCER66@OUTLOOK.COM>