

# YAHOO! MAIL

**Subject** Fw: For aided Obstruction of TAX invocation to State Farm.  
**From** pinkbookswap@yahoo.com <pinkbookswap@yahoo.com>  
**To:** Lindsay Panzica <mrc@nysba.org>, Help Nyscef <helpcenter@nycourts.gov>, noreplypio@supremecourt.gov <noreplypio@supremecourt.gov>, noreply@supremecourt.gov <noreply@supremecourt.gov>  
**Cc:** malia.d.chatman@chase.com <malia.d.chatman@chase.com>  
**Date** Sat, Jun 11, 2022 at 6:08 AM

To whom this may concern,

I apologize for the prior communication, and severally however this is a group of "non responders" that has caused far too much in damages for this to continue. This group of scumbags will avoid prosecution at ANY COST, clearly – especially after having registered the excess of \$1.5 billion in losses suffered by State Farm's investors.

Below for convenience, my father was represented separately by his attorneys as my guarantor; I believe would understand where there was an obstruction of law and justice, notwithstanding my civil rights under the constitution violated also in the matter of 158143/2020, where he is even tried to convince me there is a liability that presents me with something to be concerned with?

Jointly with the Zucker family of companies, also caused ( in part to ) the failure State Farm Assurances Funds Trust, CIK filer 93715 and formerly, registers under where under the securities and exchange Number: 811-01519 those filings are also available as a LOSS in its entirety, as it no longer exists.

Lastly, please note this dis-clocation after having merged randomly after my files complaint with the Securities and Exchange Commission on November 13th, 2021.

Was ignored and the during the period of Merger, where all matters were known in the above referenced NYSCEF civil cases, where a certain letter of credit caused for a non-joinder and avoidance to prosecution thereafter.

As I recall, the judge ordered a ten dollar bond to be posted by one of several attorneys involved, and a certain Shari Laskowitz- for which I filed a complaint with the American Bar separately.

Here are the terms of their undisclosed loan which I Annexed and ultimately, was not met with any further opinion or objection, or a claim was made for money or damages by the Plaintiffs. in fact, what they did was harass me daily to inspect the premises as referenced therein those documents. This obstruction also caused, in part, for the following statement by their auditor, filed with the Securities and Exchange as follows:

ADVISERS INVESTMENT TRUST, STATE FARM FUNDS on November 22, 2021 for the period ending September 30, 2021. Please treat this matter seriously as to avoid any further damages to State Farm, who presently hold the rights to their tax risks, also annexed in those dockets, however screenshot for convenience:

<https://www.sec.gov/Archives/edgar/data/0001516523/000119312521347485/d221423dncsr.htm>

"...Our procedures included confirmation of securities owned as of September 30, 2021 by correspondence with the custodian and brokers; when replies were not received from brokers, we performed other auditing procedures. We believe that our audits provide a reasonable basis for our opinions..." Pricewaterhouse Coopers—

PER THE TERMS OF 255 AFFIDAVIT (LETTER OF CREDIT & LOAN) BETWEEN THE PARTIES, I SWEAR UNDER OATH...my mother would not be able to reasonably understands, my father however in the former – worked in the corporate trust dept at Bank of New York Mellon.

TAX CONSEQUENCES ANNEXED IN THE MATTER OF NYSCEF 153974/2020

## ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and executed as of the 15th day of May, 2020 by SULLIVAN PROPERTIES, L.P., a Delaware limited partnership, whose mailing address is c/o The Zucker Organization, 101 West 55th Street, New York, New York 10019, Attn: Mr. Donald Zucker ("Borrower"), to, in favor of and for the benefit of STATE FARM REALTY MORTGAGE, L.L.C., a Delaware limited

liability company, whose mailing address is One State Farm Plaza, Bloomington, Illinois 61710 ("State Farm").

## RECITALS

A. State Farm has made a loan to Borrower (the "Loan") which is evidenced by that certain Promissory Note executed by Borrower to and in favor of State Farm of even date herewith in the principal amount of Six Million and 00/100 Dollars (\$6,000,000.00) (the "Note").

B. The Note is secured by (i) a Consolidated, Amended and Restated Mortgage and Security Agreement executed by Borrower to and in favor of State Farm of even date herewith (the "Mortgage") granting to State Farm, among other things, a first priority mortgage lien and encumbrance upon the Secured Property (as defined in the Mortgage) affecting the Real Estate (as defined in the Mortgage) legally described in Exhibit A attached to this Assignment; and (ii) certain other Loan Documents (as defined in the Mortgage) also executed by Borrower to and in favor of State Farm of even date herewith.

FILED: NEW YORK COUNTY CLERK 08/04/2020 09:10 AM

INDEX NO. 153974/2020

8/4/2020  
NYSCEF DOC. NO. 231

C of O PDF Listing for Property

RECEIVED NYSCEF: 08/04/2020



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NYC Department of Buildings

C of O PDF Listing for Property

Premises: 111 REAR SULLIVAN STREET MANHATTAN

BIN: 1077252 Block: 503 Lot: 8

Download the [Adobe Acrobat Reader](#) if you are unable to open the PDF files

To report a problem with any of these images, please use the [C/O Image Problem Form](#)

THERE ARE NO CERTIFICATES OF OCCUPANCY ON FILE FOR THIS ADDRESS

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If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

FILED: NEW YORK COUNTY CLERK 08/11/2020 12:35 PM

INDEX NO. 153974/2020

NYSCEF DOC. NO. 397

RECEIVED NYSCEF: 08/11/2020

**From:** BARIS DINCER <b-dincer66@outlook.com> on behalf of b-dincer66@outlook.com  
**Sent:** Monday, August 10, 2020 2:43 AM  
**To:** slaskowitz@ingramllp.com  
**Cc:** Bo Dincer; 'LEGAL@MSKYLINE.COM'; 'LZUCKER@MSKYLINE.COM'  
**Subject:** RE: STATE FARM.  
**Attachments:** CCF\_000031.pdf; 153974\_2020\_Sullivan\_Properties\_L\_P\_v\_Baris\_Dincer\_EXHIBIT\_S\_\_312.pdf

Miss Laskowitz,

I informed your client of this material information and want no involvement with your personal affairs and dealings with Plaintiffs, and more specifically in their claims as attested to and as referenced in the attachments.

You can accept this as a courtesy and treat this as "time is of the essence"; I don't want to enjoin myself in any fraudulent behavior or placed in false-light, aiding or abetting, or enjoined in these business dealings which you are privy to.

Have a good evening.

BD.

**From:** DINCER, BARIS <bad078@g.harvard.edu>  
**Sent:** Monday, August 10, 2020 12:36 AM  
**To:** LZUCKER@mskyline.com  
**Subject:** Please advise STATE FARM

LMK.

Just want to make sure this is acceptable font and offsetting for States

If I don't hear back, I'll just assume go0d 4 filing.

## According to your entries here is your calculation:

Principal Amount:

(Total amount you owe minus down payment)

\$20,000,000.00

Interest Rate:

(Compounded daily)

18%

Number of Semi-Annual Pavments:

20

Estimated Total Interest over Course of Agreement:

\$23,818,590.00

Estimated Semi-Annual Payment:

\$2,190,929.50

## Disclaimers

**PLEASE NOTE:** The Department of Finance is not responsible for any data or system error.

The Payment Agreement Estimator is for information purposes only. The total interest paid over the course of the agreement is a good faith

3/7/22, 8:34 PM

C of O PDF Listing for Property



[CLICK HERE TO SIGN UP FOR BUILDING NEWS](#)

NYC Department of Buildings  
C of O PDF Listing for Property

For Certificates of Occupancy requested on or after March 1, 2021, see [DOB NOW](#).

Premises: 117 SULLIVAN STREET MANHATTAN

RIN: 1007773 Block: 503 Lot: 11

Download the [Adobe Acrobat Reader](#) if you are unable to open the PDF files

To report a problem with any of these images, please use the [C of O Images Problem Form](#)

THERE ARE NO CERTIFICATES OF OCCUPANCY ON FILE FOR THIS ADDRESS

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If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

FILED: NEW YORK COUNTY CLERK 08/09/2020 02:43 AM

INDEX NO. 153974/2020

NYSCEF DOC. NO. 309

ALERT: Limited Document Information

RECEIVED NYSCEF: 08/09/2020

New York County Clerk's Office  
Office of the City Register

## § 301. Certificate of compliance or occupancy

§ 301. **Certificate of compliance or occupancy.** 1. No multiple dwelling shall be occupied in whole or in part until the issuance of a certificate by the department that said dwelling conforms in all respects to the requirements of this chapter, to the building code and



rules and to all other applicable law, except that no such certificate shall be required in the case of:

a. Any class B multiple dwelling existing on April eighteenth, nineteen hundred twenty-nine, for which a certificate of occupancy was not required before such date and in which no changes or alterations have been made except in compliance with this chapter, and

b. Any old-law tenement, or any class A multiple dwelling erected after April twelfth, nineteen hundred one, which was occupied for two years immediately before January first, nineteen hundred nine, and in which no changes or alterations have been made except in compliance with the tenement house law or this chapter, or wherein:

(1) two or more apartments are combined creating larger residential units, and

(2) the total legal number of families within the building is being decreased, and

(3) the bulk of the buildings is not being increased

These exceptions shall not be deemed to relieve any owner from the obligation to make every alteration required in any old-law tenement or other multiple dwelling in compliance with the applicable provisions of this chapter.

2. Except as above provided, no dwelling constructed as or altered or converted into a multiple dwelling after April eighteenth, nineteen hundred twenty-nine, shall be occupied in whole or in part until the issuance of a certificate of compliance or occupancy.

## § 302. Unlawful occupation

§ 302. Unlawful occupation. 1. a. If any dwelling or structure be occupied in whole or in part for human habitation in violation of section three hundred one, during such unlawful occupation any bond or note secured by a mortgage upon said dwelling or structure, or the lot upon which it stands, may be declared due at the option of the mortgagee.

b. No rent shall be recovered by the owner of such premises for said period, and no action or special proceeding shall be maintained therefor, or for possession of said premises for nonpayment of such rent.

## LOAN 50074 - SECTION 1.4 --- INDEMNITY.

[https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc\\_id=2020052000291002](https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020052000291002)

FILED: NEW YORK COUNTY CLERK 08/09/2020 02:24 AM

NYSCEF DOC. NO. 312

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RECEIVED NYSCEF: 08/09/2020

Loan Documents (as defined in Section 1.3) including, without limitation, sums owing from or required to be paid by Mortgagor as a result of the breach or non-performance of any of the Obligations (as defined in Article Two), regardless of whether Mortgagor is personally liable for any such payment.

#### 1.4 Loan Documents.

In addition to this Mortgage and the Note, there have been executed and delivered to and in favor of State Farm certain other loan documents (the Note, this Mortgage and all other documents and instruments, whether now or hereafter existing, which secure or guarantee payment of the Note or are otherwise executed in connection with the Loan, as the same may hereafter be amended, modified, supplemented or replaced from time to time, are collectively referred to herein as the "Loan Documents"). The Loan Documents include, without limitation, a guaranty (whether one or more, the "Guaranty") executed by Donald Zucker (whether one or more, the "Guarantor") of even date herewith.

## ARTICLE TWO THE GRANT

# LOAN 50074 - SECTION 3.6 --- TAX RISKS.

FILED: NEW YORK COUNTY CLERK 08/09/2020 02:24 AM

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NYSCEF DOC. NO. 312

RECEIVED NYSCEF: 08/

(b) Mortgagor shall first notify State Farm in writing of the intention of Mortgagor to contest the same before any Contested Liens have been increased by any interest, penalties or costs.

#### 3.6 Tax and Lien Payments by State Farm.

(a) Upon the failure of Mortgagor to pay the Tax Deposits as required in Section 3.3 or, in the event said payments are waived by State Farm, to pay the Taxes required to be paid in Section 3.5 above (unless Mortgagor is contesting the Taxes as provided in Section 3.5 above), State Farm is authorized, in its sole discretion, to make any payment of Taxes in accordance with any tax bill or statement from the appropriate public office without inquiry into the accuracy or validity of any Taxes, sales, forfeiture of title or claim relating thereto.

(b) State Farm is also authorized, in the place and stead of Mortgagor, to make any payment relating to any apparent or threatened adverse title, lien, claim of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose but not enumerated in this Section, whenever, in State Farm's judgment and discretion, such payment seems necessary to protect the full security intended to be created by this Mortgage.

(c) All such payments authorized by this Section 3.6 that are not promptly

reimbursed by Mortgagor shall constitute additional indebtedness and shall be immediately due and payable by Mortgagor to State Farm upon demand with interest at the Default Rate (as defined in the Note) from the date of such payment.

### 3.7 Insurance.

AS WERE THE LOANS...

- <https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=ze6a1KA9akRV9TGfXXJT/g==>
- <https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=bVk8slt7n3kGwHqebPg0fw==>
- <https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=wTG2YD2PgXuxmoKgFiESrw==>
- [https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=au8qh7Dn66hrVmJ9DX\\_PLUS\\_bdg==](https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=au8qh7Dn66hrVmJ9DX_PLUS_bdg==)
- <https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=/yhElCiKJ0BGv2DF/MOn4g==>
- <https://iapps.courts.state.ny.us/nyscef/ViewDocument?docIndex=gcMSDaFzm0ynPeXZKSHgLQ==>

I will provide additional details upon request.

Most respectfully,

BO DINCER.





**Submission Number 16368-809-301-165 was submitted on Saturday, November 13, 2021 at 07:54:50 AM EST**

**This PDF was generated on Saturday, November 13, 2021 at 07:54:57 AM EST**

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Thank you for contacting the United States Securities and Exchange Commission. This automated response confirms that your submission has been received successfully. We are always interested in hearing from the public, and your submission will be given careful consideration in view of the Commission's overall responsibilities under the federal securities laws. Please note, however, that it is the Commission's policy to conduct its investigations on a non-public basis in order to preserve the integrity of its investigative process. Subject to the provisions of the Freedom of Information Act, we cannot disclose to you any information which we may gather, nor can we confirm the existence or non-existence of an investigation, unless such information is made a matter of public record in proceedings brought before the Commission or the courts. Therefore, this may be the only response that you receive. If you want to learn more about how the Commission handles inquiries or complaints, please visit [http://www.sec.gov/complaint/info\\_tipscomplaint.shtml](http://www.sec.gov/complaint/info_tipscomplaint.shtml).

### **What is your complaint about?**

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**Q: Please select the option that best describes your complaint.**

**A:** Material misstatement or omission in a company's public filings or financial statements, or a failure to file

**Q: Please select the specific category that best describes your complaint.**

**A:** Internal Controls/Books and Records

**Q: Is this supplemental information to a previous complaint?**

**A:** No

**Q: In your own words, describe the conduct or situation you are complaining about.**

**A:** HERE ARE SOME NOTES - YOUR TIME IS VALUABLE – SO IS MINE... BUT IF I TOOK IT THIS FAR... I AM 100% SO I MAKE SURE IT IS EXECUTED PROPERLY. Re: NYSCEF 158143 / ADMISSIONS / AFFIDAVITS / E-SERVICE NYSCEF 153974 / ADMISSIONS/ AFFIDAVITS / E-SERVICE 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 THE PRIMARY SUBSTANCE WHICH IS CRITICAL, IS PRECEDENCE AND GRANTING A BROAD RANGE TO ALL REAL ESTATE PROPERTY OWNERS WHO HAVE TENANTS, NOT



UNITED STATES OF AMERICA  
BEFORE THE  
SECURITIES AND EXCHANGE COMMISSION

INVESTMENT COMPANY ACT OF 1940  
Release No. 34425 / November 24, 2021

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In the Matter of :  
:   
STATE FARM ASSOCIATES' FUNDS TRUST :  
One State Farm Plaza :  
Bloomington, Illinois 61710-0001 :  
:   
(811-01519) :  
:

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ORDER UNDER SECTION 8(f) OF THE INVESTMENT COMPANY ACT OF 1940  
DECLARING THAT APPLICANT HAS CEASED TO BE AN INVESTMENT COMPANY

Above named applicant filed an application on September 21, 2021, requesting an order under section 8(f) of the Act declaring that it has ceased to be an investment company.

On October 29, 2021, a notice of filing of the application was issued (Investment Company Act Release No. 34411). The notice gave interested persons an opportunity to request a hearing and stated that an order disposing of the application would be issued unless a hearing was ordered. No request for a hearing has been filed, and the Commission has not ordered a hearing.

The matter has been considered and it is found, on the basis of the information set forth in the application, that applicant has ceased to be an investment company. Accordingly,

IT IS ORDERED, under section 8(f) of the Act, that applicant's registration under the Act shall forthwith cease to be in effect.

For the Commission, by the Division of Investment Management, under delegated authority.

J. Matthew DeLesDernier  
Assistant Secretary

Tel: 646-256-3609

Begin forwarded message:

On Monday, June 6, 2022, 3:42 PM, pinkbookswap@yahoo.com <pinkbookswap@yahoo.com> wrote:

Attached, and known by those who participated in the matter of NYSCEF 153974/2020, notwithstanding their counselors.

Fax confirmations attached and as supplement.

**LET** me know what venue they have grounds to hold a case, and **LETS** go there to litigate.

/s/ Baris Dincer.

Tel: 646-256-3609

That's carried INTEREST, avoided and obstructed in 2020 owed in arrears, by the way...

## LOAN 50074 - SECTION 1.4 --- INDEMNITY.

[https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc\\_id=2020052000291002](https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2020052000291002)

**FILED: NEW YORK COUNTY CLERK 08/09/2020 02:24 AM**

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NYSCEF DOC. NO. 312

RECEIVED NYSCEF: 08/0

**Loan Documents** (as defined in Section 1.3) including, without limitation, sums owing from or required to be paid by Mortgagor as a result of the breach or non-performance of any of the **Obligations** (as defined in Article Two), regardless of whether Mortgagor is personally liable for any such payment.

### **1.4 Loan Documents.**

In addition to this Mortgage and the Note, there have been executed and delivered to and in favor of State Farm certain other loan documents (the Note, this Mortgage and all other documents and instruments, whether now or hereafter existing, which secure or guarantee payment of the Note or are otherwise executed in connection with the Loan, as the same may hereafter be amended, modified, supplemented or replaced from time to time, are collectively referred to herein as the "**Loan Documents**"). The Loan Documents include, without limitation, a guaranty (whether one or more, the "**Guaranty**") executed by Donald Zucker (whether one or more, the "**Guarantor**") of even date herewith.

ARTICLE TWO  
THE GRANT

# LOAN 50074 - SECTION 3.6 --- TAX RISKS.

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(b) Mortgagor shall first notify State Farm in writing of the intention of Mortgagor to contest the same before any Contested Liens have been increased by any interest, penalties or costs.

## 3.6 Tax and Lien Payments by State Farm.

(a) Upon the failure of Mortgagor to pay the Tax Deposits as required in Section 3.3 or, in the event said payments are waived by State Farm, to pay the Taxes required to be paid in Section 3.5 above (unless Mortgagor is contesting the Taxes as provided in Section 3.5 above), State Farm is authorized, in its sole discretion, to make any payment of Taxes in accordance with any tax bill or statement from the appropriate public office without inquiry into the accuracy or validity of any Taxes, sales, forfeiture of title or claim relating thereto.

(b) State Farm is also authorized, in the place and stead of Mortgagor, to make any payment relating to any apparent or threatened adverse title, lien, claim of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose but not enumerated in this Section, whenever, in State Farm's judgment and discretion, such payment seems necessary to protect the full security intended to be created by this Mortgage.

(c) All such payments authorized by this Section 3.6 that are not promptly reimbursed by Mortgagor shall constitute additional Indebtedness and shall be immediately due and payable by Mortgagor to State Farm upon demand with interest at the Default Rate (as defined in the Note) from the date of such payment.

## 3.7 Insurance.