

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<bo.dincer@yahoo.com>
Date: On Tue, Nov 16, 2021 at 9:43 PM
Subject: Fw: ***MATERIAL NOTICE of ACTION* ZUCKER <>State Farm Insurance
To: slaskowitz@mskyline.com <slaskowitz@mskyline.com>,Shari Laskowitz <slaskowitz@ingramllp.com>
Cc: lzucker@mskyline.com <lzucker@mskyline.com>,bdincer87@bloomberg.net <bdincer87@bloomberg.net>,Bo Dincer <bo.dincer@yahoo.com>
My apologies Shari,

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

BD.

----- 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>, "bondstrt@protonmail.com" <bondstrt@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 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 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.LZUCKER@MSKYLINE.COM
Cc: [Connie Yeung \(FINRA\)](#), [Stephanie Banker \(FINRA\)](#), [John Margolis \(FINRA\)](#), [Lad Dullum \(FINRA\)](#), [Jay Gibbon \(FINRA\)](#), [Lisa Capasso \(FINRA\)](#), [Patrick Helmstetter Andrew Smith \(FINRA\)](#), [Bbgmj 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 \(FINRA\)](#), [Nathar \(FINRA\)](#), [Ngozi Daniel \(FINRA\)](#), [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 \(FINRA\)](#), [Trudy Clarke \(FINRA\)](#), [Dilir \(FINRA\)](#), [Troy Smith \(FINRA\)](#), [Caroline Jones \(FINRA\)](#), [Chris Gursky \(FINRA\)](#), [Scott Avery \(FINRA\)](#), [Mavis Kalo \(FINRA\)](#), [Brandon Scarff \(FINRA\)](#), [Ting Wu \(FINRA\)](#), [\(FINRA\)](#), [Joshua Joannides \(FINRA\)](#), [Razina Dixon \(FINRA\)](#), [Rosinna Rivera \(FINRA\)](#), [Shannon Grant \(FINRA\)](#), [Chris Tuite \(FINRA\)](#), [John Rouce \(FINRA\)](#), [Ryan Sch Greg West \(FINRA\)](#), [Dale Sauble \(FINRA\)](#), [Geoff Pruzinsky \(FINRA\)](#), [Austin McCrary \(FINRA\)](#), [Ashley Mead \(FINRA\)](#), [Kenneth Thompson \(FINRA\)](#), [Andrew Keller \(FINI Cassandra Kirk \(FINRA\)](#), [Anthony Walker \(FINRA\)](#), [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
oiq@sec.gov
- 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
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- Office of Legislative and Intergovernmental Affairs
Kevin Burris, Director (202) 551-2010
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Pamela Gibbs, Director (202) 551-6046
OMWI@sec.gov
- Office of Municipal Securities

Rebecca Olsen, Director (202) 551-5680

Office of Public Affairs
Scott Schneider, Director (202) 551-4120
news@sec.gov

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

Office of Support Operations
Oliver 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

1 / 67

75%

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


INDEX NO. 153974/2020

NYSCEF DOC. NO. 312

RECEIVED NYSCEF: 08/09/2020

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2020052000291002002EFC6F

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 50

Document ID: 2020052000291002

Document Date: 05-15-2020

Preparation Date: 05-26-2020

Document Type: AGREEMENT

Document Page Count: 48

PRESENTER:

NEW YORK LAND SERVICES/TO BE PICKED UP
630 THIRD AVENUE - 12TH FLOOR
NEW YORK, NY 10017
212-690-2277
TITLE NO. 20NYM13450

RETURN TO:

MCCARTER & ENGLISH, LLP
ATTN: JEFFREY A. PETTE, ESQ.
FOUR GATEWAY CENTER/100 MULBERRY STREET
NEWARK, NJ 07102

Borough

Block

Lot

Unit

Address

MANHATTAN

503

1

Entire Lot

97 SULLIVAN STREET

Property Type:

COMMERCIAL REAL ESTATE

Borough

Block

Lot

Unit

Address

MANHATTAN

503

6

Entire Lot

107 - 109 SULLIVAN STREET

Property Type:

COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

MANHATTAN

Year: 1993

Reel: 1996

Page: 913

☒ Additional Cross References on Continuation Page

PARTY 1:

SULLIVAN PROPERTIES, L.P.
C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET
NEW YORK, NY 10019

PARTY 2:

STATE FARM REALTY MORTGAGE, L.L.C.
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710

FEES AND TAXES

Mortgage Amount:	\$	6,000,000.00	Filing Fee:	\$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$	0.00
Exemption:		255			
TAXES - County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	\$	0.00
City (Additional):	\$	0.00		\$	0.00
Spec (Additional):	\$	0.00			
TASF:	\$	0.00			
MTA:	\$	0.00			
NYCTA:	\$	0.00			
Additional MRT:	\$	0.00			
TOTAL:	\$	0.00			
Recording Fee:	\$	295.00			
Affidavit Fee:	\$	8.00			


RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK

Recorded/Filed

05-26-2020 11:56

City Register File No (CRFN):

2020000155421



Janetta McMillan
City Register Official Signature

https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImage/View?doc_id=2020052000291002

1/67

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.

1 / 2

75%

INGRAM

YUZEK • GAINEN • CARROLL • BERTOLOTTI • LLP

Shari S. Laskowitz

August 10, 2020

Writer's Direct Dial: (212) 907-9696
E-Mail: slaskowitz@ingramllp.com

VIA FIRST-CLASS MAIL

And EMAIL: bd2561@columbia.edu

Baris Dincer
111 Sullivan Street, Apt. 2BR
New York, New York 10012

Re: 111 Sullivan Street, Apt. 2BR
New York, New York 10012 (the "Premises")

Dear Mr. Dincer:

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.

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.

INGRAM YUZEK GAINEN CARROLL & BERTOLOTTI, LLP

150 EAST 42ND STREET, F. 10, NEW YORK, NY 10017 • TEL 212.907.9600 • FAX 212.907.9681 • WWW.INGRAMLLP.COM • LEGAL NETWORK ALLIANCE WWW.LEGALNETWORK.COM
ISSN 171-1032-5-04-4

NYSCEF #158143 / PUBLIC RECORD

NYSCEF #153974 / PUBLIC RECORD

2/9

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=eDfSLMf8ikpB1f4hySYJ7A==&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/DocumentDisplaServlet?documentId=mQMkwaz7SMnHqI2qilw==&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=Eus8RvKltarpwGkyDI3wRoA==&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=bq1Jk8B3qijk_PLUS_oconHn6SA==&system=prod
Motion #: 003
09/27/2020

As stated previously, Zucker / Manhattan Skyline / MEWS in Manhattan.
I 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 wilfully 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 "EVICTON 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."

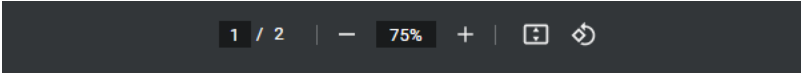
A3. Substantive Due Process

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 \$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 plaintiff's actual damages, the amount was grossly excessive. The Court reasoned that the Due Process Clause protects against "judgments



Shari S. Laskowitz

August 10, 2020

Writer's Direct Dial: (212) 907-9696
E-Mail: slaskowitz@ingramllp.com

VIA FIRST-CLASS MAIL
And EMAIL: bd2561@columbia.edu
Baris Dincer
111 Sullivan Street, Apt. 2BR
New York, New York 10012

**Re: 111 Sullivan Street, Apt. 2BR
New York, New York 10012 (the "Premises")**

Dear Mr. Dincer:

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.

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.

INGRAM YUZEK GAINEN CARROLL & BERTOLOTTI, LLP
150 EAST 42ND STREET, FLOOR 19, NEW YORK, NY 10017 • TEL 212.907.9600 • FAX 212.907.9681 • WWW.INGRAMLLP.COM • LEGAL NETWORK ALLIANCE WWW.LEGALNETWORK.COM
8530711_103275-0414

----- 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)



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

1 / 6775%+

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

INDEX NO. 153974/2020

NYSCEF DOC. NO. 312



RECEIVED NYSCEF: 08/09/2020

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RECORDING AND ENDORSEMENT COVER PAGEPAGE 1 OF 50	
<div><div>Document ID: 2020052000291002</div><div>Document Date: 05-15-2020</div><div>Preparation Date: 05-26-2020</div></div> <div><div>Document Type: AGREEMENT</div><div>Document Page Count: 48</div></div>	
<div><div>PRESENTER:</div><div>NEW YORK LAND SERVICES/TO BE PICKED UP 630 THIRD AVENUE- 12TH FLOOR NEW YORK, NY 10017 212-490-2277 TITLE NO. 20NYM13450</div></div>	<div><div>RETURN TO:</div><div>MCCARTER & ENGLISH, LLP ATTN: JEFFREY A. PETIT, ESQ. FOUR GATEWAY CENTER/100 MULBERRY STREET NEWARK, NJ 07102</div></div>
<div><div><div><div>Borough</div><div>Block</div><div>Lot</div><div>Address</div></div><div>MANHATTAN5031Entire Lot97 SULLIVAN STREET</div><div>Property Type: COMMERCIAL REAL ESTATE</div></div><div><div><div><div>Borough</div><div>Block</div><div>Lot</div><div>Address</div></div><div>MANHATTAN5036Entire Lot107 - 109 SULLIVAN STREET</div><div>Property Type: COMMERCIAL REAL ESTATE</div></div><div><div>Additional Properties on Continuation Page</div></div></div></div>	
<div><div>CROSS REFERENCE DATA</div><div>MANHATTANYear: 1993Reel: 1996Page: 913</div><div>Additional Cross References on Continuation Page</div></div>	
<div><div>PARTY 1:</div><div>SULLIVAN PROPERTIES, L.P. C/O THE ZUCKER ORGANIZATION, 101 WEST 55TH STREET NEW YORK, NY 10019</div></div>	<div><div>PARTY 2:</div><div>STATE FARM REALTY MORTGAGE, L.L.C. ONE STATE FARM PLAZA BLOOMINGTON, IL 61710</div></div>
<div><div>FEEs AND TAXES</div><div><div><div>Mortgage :</div><div>Mortgage Amount:</div><div>Taxable Mortgage Amount:</div><div>Exemption:</div><div>TAXES: County (Basic):</div><div>City (Additional):</div><div>Spec (Additional):</div><div>TASE:</div><div>MTA:</div><div>NYCTA:</div><div>Additional MRT:</div><div>TOTAL:</div><div>Recording Fee:</div><div>Affidavit Fee:</div></div><div><div>\$</div><div>6,000,000.00</div><div>\$</div><div>0.00</div><div>255</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>295.00</div><div>\$</div><div>8.00</div></div><div><div>Filing Fee:</div><div>NYC Real Property Transfer Tax:</div><div>NYS Real Estate Transfer Tax:</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div><div>\$</div><div>0.00</div></div></div></div>	
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1/67

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

1 / 2 | - 75% + |  

INGRAM

YUZEK • GAINEN • CARROLL • BERTOLOTTI • LLP

Shari S. Laskowitz

Writer's Direct Dial: (212) 907-9696
E-Mail: slaskowitz@ingramllp.com

August 10, 2020

VIA FIRST-CLASS MAIL
And EMAIL: bd2561@columbia.edu
Baris Dincer
111 Sullivan Street, Apt. 2BR
New York, New York 10012

Re: 111 Sullivan Street, Apt. 2BR
New York, New York 10012 (the "Premises")



Dear Mr. Dincer:

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.

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.

INGRAM YUZEK GAINEN CARROLL & BERTOLOTTI, LLP
150 EAST 42ND STREET, F. 19, NEW YORK, NY 10017 • TEL 212.907.9600 • FAX 212.907.9681 • WWW.INGRAMLLP.COM • LEGAL.NET/INK ALLIANCE WWW.LEGALNET/INK.COM
853871_103275-0414

1 / 5 | - 98% + |  

ATTN: 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 eclectic 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 29TH / 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).

7/9

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NYSCEF DOC. NO. 488

INDEX NO. 153974/2020
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>

bcc: Abanews <abanews@americanbar.org>,
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Bo Dincer <bd2561@columbia.edu>,
James Brien Comey Jr.
Daniel Charles Richman
Daniel Charles Richman



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

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