

YAHOO! MAIL

Subject: Fwd: ZUCKER <->State Farm Insurance > Sullivan Props
From: Bo Dincer <bd2561@columbia.edu>
To: shareholderproposals@sec.gov <shareholderproposals@sec.gov>, news@sec.gov <news@sec.gov>, wmckenzi@nycourts.gov <wmckenzi@nycourts.gov>, legal@mskyline.com <legal@mskyline.com>, Laskowitz, Shari <slaskowitz@ingramllp.com>, Abanews <abanews@americanbar.org>, Bo Dincer <bd2561@columbia.edu>, nyscef@nycourts.com <nyscef@nycourts.com>, OMWI@sec.gov <OMWI@sec.gov>, oig@sec.gov <oig@sec.gov>, jeffrumin@legal-aid.org <jeffrumin@legal-aid.org>
Cc: chair@sec.gov <chair@sec.gov>, nicole.bowyer@statefarm.com <nicole.bowyer@statefarm.com>, Rule-comments@sec.gov <Rule-comments@sec.gov>
Date: Wed, Nov 17, 2021 at 1:26 AM

Thank you for your prompt response Securities and Exchange Commission.

[sec_Confirmation of email receipt.pdf] annexed hereto.

I believe this to be insider trading or potential market manipulation in concert by the affiliated parties.
 - Constitutional matters, and my privacy aside, the relationship between State Farm, Bloomington located at One State Farm Plaza is interesting.

I BCC the CEO of Morgan Stanley here I am sure he knows where to direct this, not my department... I am just a student.

153974_2020_Sullivan_Properties_L_P_v_Baris_Dincer_EXHIBIT_S_379
NYSCEF DOC. NO. 312, Case 153974 NY Supreme Civil Part.

| 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 212-490-2277 TITLE NO. 20NYM13450 | | | RETURN TO: MCCARTER & ENGLISH, LLP ATTN: JEFFREY A. PETT, ESQ. FOUR GATEWAY CENTER/100 MULBERRY STREET NEWARK, NJ 07102 | |
| PROPERTY DATA | | | | |
| 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 | | | | |
| <input checked="" type="checkbox"/> Additional Properties on Continuation Page | | | | |
| CROSS REFERENCE DATA | | | | |
| MANHATTAN Year: 1993 Reel: 1996 Page: 913 | | | | |
| <input checked="" type="checkbox"/> Additional Cross References on Continuation Page | | | | |
| PARTIES | | | | |
| 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: | | | Filing Fee: | |
| Mortgage Amount: | \$ | 6,000,000.00 | \$ | 0.00 |
| Taxable Mortgage Amount: | \$ | 0.00 | NYC Real Property Transfer Tax: | |
| Exemption: | | 255 | \$ | 0.00 |
| TAXES: County (Basic): | | | NYS Real Estate Transfer Tax: | |
| City (Additional): | \$ | 0.00 | \$ | 0.00 |
| Spec (Additional): | \$ | 0.00 | | |
| TASF: | \$ | 0.00 | | |
| MTA: | \$ | 0.00 | | |
| NYCTA: | \$ | 0.00 | | |
| Additional MRT: | \$ | 0.00 | | |
| RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK | | | | |
| | | | Recorded/Filed | 05-26-2020 11:56 |

153974_2020_Sullivan_Properties_L_P_v_Baris_Dincer_EXHIBIT_S_379
 ASSIGNMENT OF LEASES AND RENTS IN A "VACANT" or "MASS EXODUS" - IN A BOOMING MARKET, MY RENT WAS 2395...
 >> block 503, lot 8. DO THE MATH

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

INDEX NO. 153974/20

8/9/2020
NYSCEF DOC. NO. 309

ACRIS Detailed Document Information

RECEIVED NYSCEF: 08/09/20

New York City Department of Finance
Office of the City Register

[HELP](#)
[Click help for additional instructions]
 Selecting a help option will open new window

Detailed Document Information

| Current Search Criteria: | |
|--------------------------|----------------------|
| Borough: | MANHATTAN / NEW YORK |
| Block: | 503 |
| Lot: | 8 |
| Unit: | N/A |
| Date Range: | |
| Document Class: | All Document Classes |

| | | | | | |
|-----------------------|--------------------------------|--------------------------|-----------------------|-------------------------|-----|
| DOCUMENT ID: | 2020052000291003 | CRFN: | 202000155422 | COLLATERAL: | N/A |
| # of PAGES: | 15 | REEL-PAGE: | N/A-N/A | EXPIRATION DATE: | N/A |
| DOC. TYPE: | ASSIGNMENT OF LEASES AND RENTS | FILE NUMBER: | N/A | ASSESSMENT DATE: | N/A |
| DOC. DATE: | 5/15/2020 | RECORDED / FILED: | 5/26/2020 11:56:34 AM | SLID #: | N/A |
| DOC. AMOUNT: | \$6,000,000.00 | BOROUGH: | MANHATTAN | MAP SEQUENCE #: | N/A |
| % TRANSFERRED: | N/A | RPTT #: | N/A | | |
| MESSAGE: | N/A | | | | |

PARTY 1

| NAME | ADDRESS 1 | ADDRESS 2 | CITY | STATE | ZIP | COUNTRY |
|------------------------------------|-----------------------------|----------------------|-------------|-------|-------|---------|
| SULLIVAN PROPERTIES, L.P. | O/O THE ZUCKER ORGANIZATION | 101 WEST 55TH STREET | NEW YORK | NY | 10019 | US |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| PARTY 2 | | | | | | |
| NAME | ADDRESS 1 | ADDRESS 2 | CITY | STATE | ZIP | COUNTRY |
| STATE FARM REALTY MORTGAGE, L.L.C. | ONE STATE FARM PLAZA | | BLOOMINGTON | IL | 61710 | US |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| PARTY 3/Other | | | | | | |
| NAME | ADDRESS 1 | ADDRESS 2 | CITY | STATE | ZIP | COUNTRY |
| | | | | | | |
| | | | | | | |
| | | | | | | |

*** in fact, they requested that I not interfere with their business dealings ***
 HERE IS THE NOTE FROM SHARI LASKOWITZ THE NEXT DAY.



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.

*** Here is my opinion of Plaintiff - then and has remained as such.

From: BARIS DINCER <b-dincer66@outlook.com>
Sent: Monday, August 10, 2020 2:43 AM
To: Laskowitz, Shari <slaskowitz@ingramllp.com>
Cc: BARIS DINCER <b-dincer66@outlook.com>; LEGAL@MSKYLINE.COM;
LZUCKER@MSKYLINE.COM

Subject: RE: STATE FARM.

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

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.

MY OPINION? IS GENERALLY THROUGHOUT THIS PROCESS IS THEY ARE PEEPING TOMS, AND THEIVES...
- STILL HAS NOT RETURNED MY SECURITY DEPOSIT, OR OFFERED ME ANY RESTITUTION, AT ALL OTHER THAN TO INVITE ME TO STAY LONGER.

PLUS... I'M A STUDENT OF RESEARCH, SO IF YOU NEED ANYTHING PLEASE LET ME KNOW, BUT I DO HAVE ONE QUESTION...
- **DO YOU THINK THE ERIN ANDREWS CASE IS SIMILAR IN CONTEXT?**

I MEAN THEY ONLY FILMED ME NAKED/DRESSED WHATEVER AND WITHOUT MY CONSENT
INVADED MY MEDICINE CABINETS AT WILL, DOCUMENTED IT IN THE PUBLIC RECORD IN THEIR EMERGENCY 'CAPTAIN'S LOG'
NEARLY EVERY DAY AND IN 10 MINUTE INTERVALS... ALL WHILE MILLIONS OF PEOPLE ARE DYING,

THIS IS MORE OF AN OBSESSION, BEYOND AN INVASION OF MY PRIVACY, I'M JUST NOT SURE WHO IS LIABLE SO I ASSUME I HOLD THEM JOINTLY AND SEVERALLY LIABLE IN THE MATTER OF PRIVACY, RIGHT PAUL?

- UNLESS, AN OBSESSION OF AN INVASION OF PRIVACY IS PERMITTED, ONLY WHEN IT'S 100% OBSESSION AND INVASION OF THE PRIVACY OF MY HOME, AT-WILL AND WITHOUT MY CONSENT. WHICH NO ONE HAS EVER GONE TO JAIL, RIGHT PAUL? YOU WANT TO FOLLOW ME TO WHERE?

OBO OF WHICH FIRM?
gtg.

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

— SPJKHTF

/s/ BD.



----- Forwarded message -----

From: **Bo Dincer** <bdincer66@icloud.com>
Date: Tue, Nov 16, 2021 at 10:31 PM
Subject: ZUCKER <->State Farm Insurance > Sullivan Props
To: <news@sec.gov>
Cc: <lzucker@mskyline.com>, Baris Dincer <bondstrt@protonmail.com>, <slaskowitz@ingramllp.com>, <legal@mskyline.com>, Joseph Frumin <jefrumin@legal-aid.org>

See also: TRF filed.

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 ARTIFACTS, AFFIDAVITS... WITHOUT ME DIVULGING MY OTHER PERSONAL MATTERS OF PRI

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.
- NON-JOINER. >> 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.

That's the same public branch of State Farm in Indiana, attached for ease of reference

----- Forwarded message -----

From: BD<bondstrtr@protonmail.com>
Date: On Tue, Nov 16, 2021 at 10:13 PM
Subject: Fwd: ZUCKER <->State Farm Insurance > Sullivan Props
To: chair@sec.gov <chair@sec.gov>, slaskowitz@ingramllp.com <slaskowitz@ingramllp.com>, [hoc@hoc.nyc.gov](mailto:boc@hoc.nyc.gov) <[hoc@hoc.nyc.gov](mailto:boc@hoc.nyc.gov)>, lzucker@mskyline.com <lzucker@mskyline.com>, legal@mskyline.com <legal@mskyline.com>, COLLEEN 00029govtldx TOMLINSON <colleen@Hoffman-NewYorker.com>
Cc:

----- 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.

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>, "bondstrtr@protonmail.com" <bondstrtr@protonmail.com>, "LZUCKER@MSKYLINE.COM" <LZUCKER@MSKYLINE.COM>, "bd2561@columbia.edu" <bd2561@columbia.edu>, "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 LEASES IN AN EMPTY BUILDING CANNOT BE WORTH THE AMOUNT AS PROMULGATED IN THE NYSCEF ARTIFACTS, AFFIDAVITS... WITHOUT ME DIVULGING MY OTHER PERSONAL MATTERS OF PRIV

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.
- NON-JOINER. >> 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.gov, LZUCKER@MSKYLINE.COM

Cc: [Connie Yeung \(FINRA\)](mailto:ConnieYeung@FINRA), [Stephanie Banker \(FINRA\)](mailto:StephanieBanker@FINRA), [John Margolis \(FINRA\)](mailto:JohnMargolis@FINRA), [Lad Dullum \(FINRA\)](mailto:LadDullum@FINRA), [Jay Gibbon \(FINRA\)](mailto:JayGibbon@FINRA), [Lisa Capasso \(FINRA\)](mailto:LisaCapasso@FINRA), [Patrick Helmstetter \(FINRA\)](mailto:PatrickHelmstetter@FINRA), [Andrew Smit \(FINRA\)](mailto:AndrewSmit@FINRA), [Bbgj 499586 \(STATE STREET BANK AN\)](mailto:Bbgj@499586), [Boston Audit \(BROWN BROTHERS HARRI\)](mailto:BostonAudit@BROWN BROTHERS HARRI), [Kpmg Audit \(KPMG LUXEMBOURG SOCI\)](mailto:KpmgAudit@KPMG LUXEMBOURG SOCI), [Internal Audit \(LAZARD FRERES & CO L\)](mailto:InternalAudit@LAZARD FRERES & CO L), [Bethany A](mailto:BethanyA)

([FINRA](#)), [Ray Pellecchia \(FINRA\)](#), [Ryan Krieg \(FINRA\)](#), [Justin Cressell \(FINRA\)](#), [Donald Rizer \(FINRA\)](#), [Tony Grant \(FINRA\)](#), [Christian Alvarez \(FINRA\)](#), [Kimberly Berry \(FINRA\)](#), [Harold Maldonado \(FINRA\)](#), [Nancy Soto \(FINRA\)](#), [Michael Karp \(FINRA\)](#), [David Nguyen \(FINRA\)](#), [Srisha Bolledula \(FINRA\)](#), [Nathan Scarff \(FINRA\)](#), [Ngozi Daniel \(FINRA\)](#), [Joshua Wong \(FINRA\)](#), [Paul Aragon \(FINRA\)](#), [Justin Morgan \(FINRA\)](#), [Nian Xue \(FINRA\)](#), [Brian Carr \(FINRA\)](#), [Isaac Booth \(FINRA\)](#), [Anthony Marchitto \(FINRA\)](#), [Jason Grinkin \(FINRA\)](#), [John Sagan \(FINRA\)](#), [Dominic Marchese \(FINRA\)](#), [Jay Loftus \(FINRA\)](#), [Glenn Rose \(FINRA\)](#), [Trudy Clarke \(FINRA\)](#), [Dilmeet Singh \(FINRA\)](#), [Troy Smith \(FINRA\)](#), [Caroline Jones \(FINRA\)](#), [Chris Gursky \(FINRA\)](#), [Scott Avery \(FINRA\)](#), [Mavis Kalo \(FINRA\)](#), [Brandon Scarff \(FINRA\)](#), [Ting Wu \(FINRA\)](#), [Lewen Song \(FINRA\)](#), [Joshua Joannides \(FINRA\)](#), [Razina Dixon \(FINRA\)](#), [Rosinna Rivera \(FINRA\)](#), [Shannon Grant \(FINRA\)](#), [Tuite \(FINRA\)](#), [John Rouce \(FINRA\)](#), [Ryan Schye \(FINRA\)](#), [Greg West \(FINRA\)](#), [Dale Sauble \(FINRA\)](#), [Geoff Pruzinsky \(FINRA\)](#), [Austin McCrary \(FINRA\)](#), [Ashley Mead \(FINRA\)](#), [Kenneth Thompson \(FINRA\)](#), [Andrew Keller \(FINRA\)](#), [Cassandra Kirk \(FINRA\)](#), [Anthony Walker \(FINRA\)](#), [Andrew Korb \(FINRA\)](#), [LEGAL@MSKYLINE.COM](#), [akmalij@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
[oig@sec.gov](#)

Office of International Affairs
Y.J. 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
[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
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.

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: [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 Complier \(BALYASNY ASSET MANAG\)](#), [Cisa 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://japps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=eDfSLMf8kqB1f4hySYJ7A==&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://japps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=mQMkIwaz7SMnHqj2qjtlv==&system=prod>

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

Motion #: 003

09/27/2020

484

<https://japps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=Eus8RvKtarnwGkyDl3wRoA==&system=prod>

FURTHER DISTRIBUTED TO PARTIES VIA EMAIL THANK YOU WILLIAM Motion #: 003

09/27/2020

485

https://japps.courts.state.ny.us/fbem/DocumentDisplayServlet?documentId=bq1Jk8B3gjjk_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 Accounting 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 tier 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, 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 at 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 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 da 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 ap 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 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 substa 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

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++ 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 ver 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 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 e 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, *ir 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 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 plaintiff's 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 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 and the underlying punitive damages objectives."

The majority then prescribed three guideposts 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 pu 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 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 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 midnig 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 did 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 tra 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>, "Laskowitz, Shari" <slaskowitz@ingramilp.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@ingramilp.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_BGBBGG

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

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