



**Fwd: SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR**

1 message

**Bo Dincer** <bdincer66@icloud.com>

Sun, Dec 19, 2021 at 7:58 AM

To: lzucker@mskyline.com, legal@mskyline.com, slaskowitz@ingramllp.com, slaskowitz@mskyline.com, tips@insider.com, tips@latimes.com, help@vogue.com, Bo Dincer <bd2561@columbia.edu>, Lee Bollinger <lcb50@columbia.edu>, Baris Dincer <bondstrt@protonmail.com>, Joseph Frumin <jefrumin@legal-aid.org>

/BD

Begin forwarded message:

**From:** Bo Dincer <bdincer66@icloud.com>  
**Date:** December 19, 2021 at 7:52:17 AM EST  
**To:** [rebecca.coyle@statefarm.com](mailto:rebecca.coyle@statefarm.com)  
**Subject:** Fwd: SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR

**From:** Bo Dincer <bd2561@columbia.edu>  
**Date:** December 19, 2021 at 7:42:33 AM EST  
**To:** LZUCKER@mskyline.com, DZUCKER@mskyline.com, Dean's Discipline - SCCS <conduct-admin@columbia.edu>, tips@nypost.com, tips@insider.com, tips@latimes.com, tips@gothamist.com, Lee Bollinger <bollinger@columbia.edu>, officeofthepresident@columbia.edu, Columbia Journal of Law & the Arts <editor@lawandarts.org>, Baris Dincer <bdincer66@icloud.com>  
**Subject:** Re: Fwd:Fwd: Fw: SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR

Like I said.. return the tapes.. and ill stop sending emails requesting them back.

On Sun, Dec 19, 2021, 7:38 AM Bo Dincer <bd2561@columbia.edu> wrote:

Give me the tapes idiot... and ill stop. This is mine btw...

[Index R](#)



**Index R**

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

**From:** **Bd Dincer (COLUMBIA UNIVERSITY)** <bdincer211@bloomberg.net>  
**Date:** Sat, Dec 18, 2021, 10:46 PM  
**Subject:** Fwd:Fwd:Fwd: Fw: SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR  
**To:**

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

**From:** **Bo Dincer** <bo.dincer@yahoo.com>  
**Date:** Sun, Dec 12, 2021, 9:37 AM  
**Subject:** Fw: SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR  
**To:** Bo Dincer <bd2561@columbia.edu>

----- Forwarded Message -----

**From:** "Bo Dincer" <bo.dincer@yahoo.com>  
**To:** "James Brien Comey Jr" <jbc2167@columbia.edu>  
**Sent:** Sun, Dec 12, 2021 at 9:35 AM  
**Subject:** Fw: SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR

Check the cause for rent de-regulation, and if you think I haven't read the abatement provisions, J-XX...?

They could have just bought me out... would have been the honest way to clear out the east side of the block.

BTW, where's Paul Regan is he still chasing me?

All good here, check the attached.

Sent from Yahoo Mail on Android

----- Forwarded Message -----

**From:** "Bo Dincer" <bd2561@columbia.edu>  
**To:** "antitrust@ftc.gov" <antitrust@ftc.gov>, "Bo Dincer" <BD2561@columbia.edu>  
**Cc:** "Baris Dincer" <bad078@g.harvard.edu>, "American Bar Association" <abanews@americanbar.org>, "nyscef" <nyscef@nycourts.gov>, "Daniel Charles Richman" <driehm@law.columbia.edu>, "Chair" <chair@sec.gov>, "craig.brinker@wilsonelser.com" <craig.brinker@wilsonelser.com>, "Humphries, Ashley V." <Ashley.Humphries@wilsonelser.com>, "nyscef@nycourts.com" <nyscef@nycourts.com>, "nycdevelopmenthub@buildings.nyc.gov" <nycdevelopmenthub@buildings.nyc.gov>, "DOBMarshal@buildings.nyc.gov" <DOBMarshal@buildings.nyc.gov>,"

mharvey13@bloomberg.net" <mharvey13@bloomberg.net>, "lzucker@mskyline.com" <lzucker@mskyline.com>, "lzucker@m-skyline.com" <lzucker@m-skyline.com>

**Sent:** Sun, Dec 12, 2021 at 8:49 AM

**Subject:** SEC. Auditor // FTC >>> TY <<< BLOCKED LOT. TCR

Check the cause for rent de-regulation, and if you think I haven't read the abatement provisions, J-XX...?

They could have just bought me out... would have been the honest way to clear out the east side of the block.

BTW, where's Paul Regan is he still chasing me?

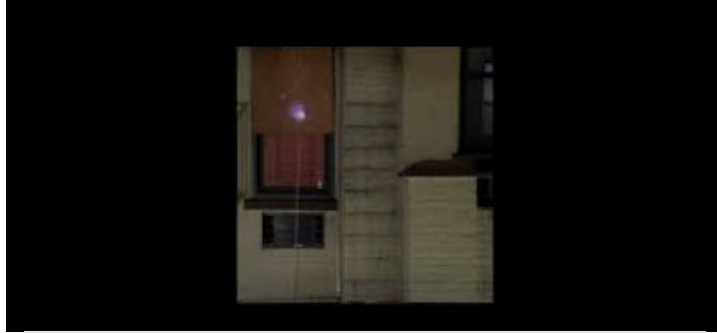
All good here, check the attached.

On Sat, Dec 11, 2021, 10:28 PM Bo Dincer <bo.dincer@yahoo.com> wrote:

Sent from Yahoo Mail on Android

On Sat, Dec 11, 2021 at 6:22 PM, Bo Dincer <bo.dincer@yahoo.com> wrote:

Index R



Index R

Sent from Yahoo Mail on Android

On Sat, Nov 13, 2021 at 11:34 PM, Bo Dincer <bo.dincer@yahoo.com> wrote:

Yes, they are. RELATED.  
-;Copy? If not, then I'll rest.

All of them, insurance, and publicly traded.... so i reported them to the SEC in a separately filed non-whistleblower report and emailed the same to each of their offices independently, and filed the same with REBNY to regulate the upper bounds which maybe were slightly adjusted to meet the J-Standard?

The lease is on public record and redacted, but not my copy. I also filed with the office of the Mayor in Manhattan, New York to this effect... not Kings County as claimed by Paul Regan in the first.

Yours truly,

obo The Trustees of Columbia University  
/s/ Bo Dincer

-----  
xoxo

Tell your client I would not attest to his IQ for me Ashley. Just tell him on my behalf as a favor, separate matter, it would verify a false statement obo of MEWS and Manhattan Skyline, or whatever it is they believe their names to be. You asked me not to contact him directly... but i lost his contact info and yours also.

ty.

Skys the limit.  
OX

----- Forwarded Message -----

**From:** "Bo Dincer" <bo.dincer@yahoo.com>

**To:** "James Brien Comey Jr">, "Daniel Charles Richman" <"Daniel Charles Richman" <dcr>

**Cc:** "press@vice.com" <press@vice.com>, "American Bar Association" <abanews@americanbar.org>

**Sent:** Sat, Nov 13, 2021 at 11:15 PM

**Subject:** NYSCEF and i forgot.. the SEC. Auditors are RELATED?

They still have a privacy issue of my sanctity, but theres a saying...

I gets busy on em'. and they are allblank carbon copies like something in 121. The insurance play just flashed, but the other brick is worse.

-- There is more behind the auditor issues, under the crown... you still need an oath from me?

I told you Paul, the 50odd million isn't gravy for the Trustees -- and as a formality I will notarize and deliver THAT letter to you.... bc it isnt gravy for me either.

Plus.

The SEC hits like dime bricks, and PROGRESSIVELY can create the uncertain consequences and gravy you cant count on the calculator on your desk Professor Regan. 2 residents, a left and mostly women right? N?

\*\*\* So she'll turn in to her auditor on the J-tax abatements and self-regulate her bollinger bands and THAT span of time... or ill draw that chart for her too... but thenbshe and her associates can take baking classes with Martha Stewart in a State Farm.

Take care.  
obo  
JC & Co.

p.s. I hit the correct arm of State Farm btw... the ticker is easy... love fine print also.

Miss Zucker, good morning...  
If you dont alert your auditor, ill alert all of them to make sure.

Goodnight Shaar. 24Karrots, not Karats.  
- you never got back to me on the shape and fitness of my ass btw. Can you at least send me a copy of that tape for me, i need to know please! if my fitness gets crowded by 15 lbs or my top hits like dime bricks, THREE, like something in 121 ...was the password btw.

Three digits but that ship sailed an hour ago.

----- Forwarded Message -----

**From:** "Bo Dincer" <bo.dincer@yahoo.com>  
**To:** "bo.dincer@yahoo.com" <bo.dincer@yahoo.com>, "Ed Dincer" <edincer54@gmail.com>, "Hale Dincer" <hidincer@aol.com>, "press@vice.com" <press@vice.com>  
**Cc:** "The New York Times" <nytnews@nytimes.com>, "lzucker@mskyline.com" <lzucker@mskyline.com>, "Paul Regan" <legal@mskyline.com>, "Bo Dincer" <bd2561@columbia.edu>, "BD (NYSBA MRC)" <mrc@nysba.org>, "Charles B. Wang Community Health Center" <communications@cbwchc.org>, "American Bar Association" <abanews@americanbar.org>, "Department of Homeland Security" <uscis-casestatus@dhs.gov>, "Dan Viola" <dviola@sadis.com>, "Scott Holcomb" <scott@holcombward.com>  
**Sent:** Sat, Nov 13, 2021 at 10:53 PM  
**Subject:** Re: Picture Book NYSCEF and i forgot.. the SEC. Auditors are RELATED?

Hey as a favor,

I did reach out to each department independently in each state at the SEC to make sure they check your auditors for the transfer of leases as assigned to a publicly traded entity, STATE FARM... even got the correct ticker on that report i filed separately. If you need a copy just let me know, they even gave me the ability to attach the documents in the internet. Does State Farm know you pulled a fast one on them? The one headquartered in Indiana... CAPTION.

But the SEC provides oversight to basketball so I am sure they will overlook the Zuckers 60000 leases, backdated, abatements held away from their promise to the community – as implied. Reach out to them before I do.

Who is your auditor Miss Zucker? Or was it Skyline? Im not certain which is why I am certain you would not like to discuss those questions with me at a later time.

Arite?

Sent from Yahoo Mail on Android

On Sat, Nov 13, 2021 at 10:22 PM, Bo Dincer <bo.dincer@yahoo.com> wrote:

State farm, even got the right arm of the underlying entity.

You cooking your books? I read mine already.  
ty

Sent from Yahoo Mail on Android

On Sat, Nov 13, 2021 at 10:19 PM, Bo Dincer <bo.dincer@yahoo.com> wrote:

Forgot this attachment as well. Thenlease i sent from hydrogen mail.

Sent from Yahoo Mail on Android

On Sat, Nov 13, 2021 at 10:15 PM, Bo Dincer <bo.dincer@yahoo.com> wrote:

Hey if you need me tonreview the lease ill do that for you pro bono aa well... i think i maybhvae sent it to rebny already...

Nevermind- I definitely did.

Sent from Yahoo Mail on Android

On Sat, Nov 13, 2021 at 10:08 PM, Bo Dincer <bo.dincer@yahoo.com> wrote:

My apologies. Wrong email.

>>>

But seriously is it a gravy you want to put on my ass lawyer Regan?

>>>

Is that why you want to follow me to the end of the world.

Sent from Yahoo Mail on Android

----- Forwarded Message -----

**From:** "Bo Dincer" <bo.dincer@yahoo.com>  
**To:** "Daniel Charles Richman" <u>, "James Brien Comey Jr" <columbia.edu>  
**Cc:** "Bo Dincer" <bd2561@columbia.edu>  
**Sent:** Thu, Nov 11, 2021 at 8:45 PM  
**Subject:** Picture Book NYSCEF below...  
See also:

I APOLOGIZE THAT I TOOK THIS LONG.

- had to jot down a few notes for you;  
... but whatever I can do to help.

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  
SLAVE QUARTERS TO ACT ON EMOTION, WITHOUT  
REASONABLE NOTICE, AND WITHOUT ANY ETHICAL  
PROCEDURES AS SEEN IN THE COURT'S EVIDENCE - NAMELY  
ENTERED BY REPRESENTATIVES ON BEHALF OF THE  
PLAINTIFF, WHICH I PRINTED, ANNOTATED/HIGHLIGHTED  
AND RE-ENTERED AS A PRIMARY RESOURCE.

These matters were left to me, by the Honorable Shlomo S. Hagler, J.S.C. to file  
Cross-Motion after having exhausted all of the Plaintiff claims. I filed a motion to  
amend the Caption on **8.10.2020** to include all material parties, including the  
Zucker Family Businesses (Manhattan Skyline, etc.).

In any event, I am aware of the scope of violations, first filed in the County of  
Kings by Paul Regan obo The Zucker Family/Foundation. Sound nice, but trust  
me – they aren't.

In the matter of Sullivan Properties, LP vs bd Indexed as 153974/ NYSCEF DOC.  
NO. 1, has not changed in substance as the SUMMONS AND COMPLAINT,  
addendums, and transcripts from the MANDATORY COURT APPEARANCES with  
72-hours' notice in New York Supreme Court were ordered and I was forced to  
appear under duress, threatened to be held in contempt for a failure to appear.

The nefarious and "traverse-like" behavior has not changed, as exhibited by Ms.  
Shari Laskowitz and Mr. Paul Regan on behalf of Plaintiffs; having presented this  
to my father for a third time as a threat which I dually settled in two instances,  
exhausting all claims as alleged by the Plaintiff in this matter.

**FOR PROCEDURAL STATE  
PROTOCOL IN NYS...**

**REVIEW NOTICE FOR NYS  
SUPREME COURT APPEARANCE...**

**Indexed as NYSCEF Index #153143, and #158143, and the  
'disappearance of interest' in a continuance of my filing a  
caption change resulted in the Honorable Shlomo S. Hagler  
who closed on their arguments and presented me, initially,  
with 180 to file a counter-suit [ x x x CROSS MOTION x x  
x] My option to file was extended ("INDEFINITELY") in light  
of my "fee waiver" status I assume, a miscommunication  
between himself and his Clerk at the time of mandatory E-  
Filings would also be very likely.**

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 – while I was there – and at one  
point they caused an upward explosion of particle matter – to keep matters  
provided a visual to the unit 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 midnight hours havin 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 dealt  
with 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.

Please note, prior to their bringing forth any damage to a court – I even took the  
initiative to alert the Plaintiffs of an accident while mounting a vanity mirror in  
the bathroom, as those damages were invoiced, paid for (collectively with the  
rent), however, were added to the schedule of claims as another \$500,000.00  
damage – the total damages and rent combined was approximately \$8,500.00  
(eight thousand four hundred dollars)

The newly threatened damages were not entered as 'Material' in the countless  
claims to the excess of one hundred allegations, which derived to zero dollars in  
damages, however firm actions by the Honorable that I abide by the terms of the  
lease.

I was constantly harassed, paid my rent on time, and it gets crowded in a 200  
SQFT apartment when a pair of two hundred pounds repairmen/housekeepers  
deliberate about how to fix a lightbulb. They claimed that I would not permit  
entry, however, they had keys and also this was written in the lease "they had the  
right in the event of an emergency" – however, had to request separately for  
there to concrete and plumbing and demolition corporation to enter (dressed as  
Plumbers). Interestingly, this followed an inspection by the NYFD/NYPD, who  
entered with my permission, I permitted them to survey the premises and they  
found no damage or leak, and without my knowledge may have attempted to  
traverse myself (as tenant) without my notice (obo THE ZUCKER CORP) and no  
notice was provided to me of the same.

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 "EVICTION MEMORANDUM" because we paid the rent on time.

Representatives, Attorneys, and even "conciierge" 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.

Albeit this sounds farfetched, it is 100% honest as their allegations accused myself as the "SOLE CAUSE" of a reduction in their tenants "LEAVING MYSELF AND ONE OTHER" as a "MASS EXODUS" of all units available at 111 Sullivan Street, 10012 (FRONT AND BACK) – in the words of Paul Regan, general counsel obo Manhattan Skyline & CO.

**"MOSTLY COMPRISED OF WOMEN"** 🏠 *in writing.*

As Tenants, absent of my downstairs neighbor who moved to Connecticut with her boyfriend as moved in - 111 Sullivan Street located in New York, NY 10012 [#2BR] held no Certificate of Occupancy for any unit – inclusive of my residence #2BR

n Where no reports of construction were approved, entered, signage, or any typical DOB construction safety notices.

**The newly-alleged \$500,000.00 in damages, unlicensed structural repairs, disregard for the procedures of the Department of Buildings, and a constant target of \$500,000.00 is not what I am looking for.**

This is/was the approximate balance held in custody by my Father in his investment account during the onboarding period where a gentleman from Wisconsin required these statements for a Guarantor. As a full time student, a guarantor was mandatory as my wages are limited to the Scholarships, Grants, and Loans which pay for this while considering a holistic view of all costs, opportunity costs, privacy, and so on.

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" conciierge was a "SKY IS THE LIMIT" experience... however, combined with the use of a trained 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 – Honorable Shlomo ruled null (or void) in the case of the Plaintiff, The Honorable provided me with an INDEFINITE time to file a CROSS MOTION and sue for damages – and now I have other things to do which take precedence, **which is where you come in.**

.....  
.....  
.....  
.....  
.....

Barring the Constitutional Rights that are in question, as a 24 hour surveillance camera with night-vision was pointed at my windows (where I sleep, etc.) without my consent, against my will, also resulted in myself snipping the ethernet cord. This was personal action after a dozen calls / emails to remove the filming of my bedroom and living-room, as evidenced in the details of Plaintiff's claims

- CALLED THE POLICE TO REPORT ME WHEN I CUT THE ETHERNET CORD?

Case was immediately dismissed and unfortunately, the officers caused a contusion to my left hand which rendered me in the Hospital [not that type of case] - I will tell the truth to this effect, however I believe I am owed reparations for monies I paid forward, and forfeit all additional damages, or economic interest as deemed appropriate to the Trustees at the University of Columbia, solely in their discretion and without personal gain absent of paid rents (1-YEAR RENT, AS ADVERISED – PRE-EXISTING PAID, SECURITY, AND MOVING COSTS) ALL ELSE TO THE TRUSTEES. I WILL ONE PAGE YOU THIS ALL ENCOMPASSED.

As stated previously, Zucker / Manhattan Skyline / MEWS / all of whom I tried to enjoin... are "Moguls" by definition and if the exhibits and affidavits as entered go unpunished in this matter will grant them this privilege, without any repercussion or restraint. However, and more sincerely, others would use as precedent as an invasion of privacy of a Human Being and in the sanctity of their home. I am not an attorney, and it is clearly a breach of constitutional rights. I believe in my institution, which is why in "good faith" and as "well-versed" as the entourage of "in-house counsel" for Plaintiffs (The Zucker family) must understand that this is illegal.

If you permit for an entity of that size to self-regulate, control the NYS Court System, others will also follow. Clearly, the damages in previous cases were not large enough to deter Zucker & Co. from this type of conduct, as a simplified example the \$55 Million dollars awarded to Erin Andrews naked body, without her consent.

A jury of seven women and five men found Barrett, whose 2013 deposition in which he explained how he filmed Andrews was played in court, responsible for 51 percent and the hotel companies for the rest. According to the Associated Press, several jurors hugged Andrews after the Monday verdict was announced and one appeared to be seeking her autograph.

The jury awarded Erin Andrews \$55 million in her civil lawsuit over the secret recording and release of a video showing her naked, and if they can see me at 2AM (footsteps, play-by-play) no doubt they can see me laying there naked all day long, which is why I cut the ethernet cord.

.  
HERE ARE SOME NOTES - YOUR TIME IS VALUABLE – BUT IF I TOOK IT THIS FAR... WHEN I AM 100%, I MAKE SURE IT IS EXECUTED PROPERLY AS A PRINCIPLE, BUT IT HAS BE MORE THAN ⊕ 50 ⊕

I ONLY WANT TO KNOW THE AMOUNT (NO CLOUT, NO ECONOMIC BENEFIT, and NO RECOGNITION)

///

**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.<sup>79</sup>

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."<sup>40</sup> 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 without notice" of the unlawful conduct and "the severity of the penalty that a State may impose."<sup>29</sup> Justice Breyer's concurrence, joined by Justices O'Connor and Souter, stated 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 award 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 punitive 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.