

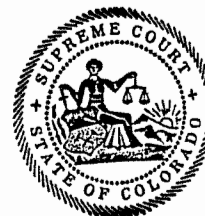
Colorado Supreme Court 2 East 14th Ave., Fourth Floor Denver, CO 80203	<b>RECEIVED</b>  SEP 16 2009  ATTORNEY REGULATION
Office of Attorney Regulation Counsel 2008UPL57	
<b>Petitioner:</b>  The People of the State of Colorado,  v.  <b>Respondent:</b>  Mandy Parrish.	Supreme Court Case No: 2009SA131
ORDER OF COURT	

Upon consideration of the Petition for Injunction, the Order to Show Cause, the Proof of Service, the Petitioner's Substitution of Counsel and the Motion to Proceed filed in the above cause, and now being sufficiently advised in the premises,

IT IS ORDERED that said Motion to Proceed shall be, and the same hereby is, GRANTED. Respondent, MANDY PARRISH is Enjoined from engaging in the unauthorized practice of law in the State of Colorado.

IT IS FURTHER ORDERED that this matter is referred to the Presiding Disciplinary Judge for determination of costs and fines.

BY THE COURT, SEPTEMBER 15, 2009.



Case Number: 2009SA131

Caption: People v Parrish, Mandy

**CERTIFICATE OF SERVICE**

Copies mailed via the State's Mail Services Division on September 16, 2009. *bc*

Kim E Ikeler  
OFFICE OF ATTORNEY  
REGULATION  
1560 Broadway Ste 1800  
Denver, CO 80202

Mandy Parrish  
4620 S. Akron St.  
Englewood, CO 80111

William R Lucero  
PRESIDING DISCIPLINARY  
JUDGE  
1560 Broadway Ste 675  
Denver, CO 80202

SUPREME COURT, STATE OF COLORADO  
2 East 14<sup>th</sup> Avenue, 4<sup>th</sup> Floor  
Denver, Colorado 80203

ORIGINAL PROCEEDING IN  
UNAUTHORIZED PRACTICE OF LAW,  
08UPL057

Petitioner:

THE PEOPLE OF THE STATE OF  
COLORADO

vs.

Respondent:

MANDY PARRISH

Margaret B. Funk, #24560  
Assistant Regulation Counsel  
Attorney for Petitioner  
1560 Broadway, Suite 1800  
Denver, CO 80202  
Phone Number: (303) 866-6593  
Fax Number: (303) 893-5302  
Email: [m.funk@csc.state.co.us](mailto:m.funk@csc.state.co.us)

FILED IN THE  
SUPREME COURT

JUN - 2 2009

OF THE STATE OF COLORADO  
SUSAN J. FESTAG, CLERK

▲ COURT USE ONLY ▲

Case Number:

095A131

**PETITION FOR INJUNCTION**

Petitioner, through the undersigned Assistant Regulation Counsel, and upon authorization pursuant to C.R.C.P. 234(a),<sup>1</sup> respectfully requests that the Colorado Supreme Court issue an order pursuant to C.R.C.P. 234 directing the respondent to show

<sup>1</sup> The Unauthorized Practice of Law ("UPL") Committee authorized the filing of this petition on May 8, 2009.

cause why she should not be enjoined from the unauthorized practice of law. As grounds therefor, counsel states as follows:

*General Background:*

1. The respondent, Mandy Parrish, is not licensed to practice law in the State of Colorado. The respondent's last known address is 4620 S. Akron Street, Greenwood Village, Colorado 80111.

2. Erdal and Afthimia "Effie" Sonmez are recent immigrants to the United States. English is their second language.

3. As noted below, respondent worked with the Sonmezes on four legal matters, a business matter, personal bankruptcy, personal injury matter, and landlord/tenant litigation. During the entire time period at issue (2006 - 2008), respondent was employed as a paralegal by the law firm of Law Offices of David R. Calvert. However, as described below, respondent handled the business matter and landlord/tenant litigation of Mr. and Mrs. Sonmez on her own through her company "DP Paralegal Services." DP Paralegal Services is not associated with, or supervised by, any licensed attorney.

4. In the remaining two client matters, the personal bankruptcy and the personal injury matter, the Sonmezes executed a fee agreement on those matters with the Law Office of David R. Calvert. However, as described below, they were still under the belief that respondent was an attorney and, in accord, they worked primarily with respondent on these matters.

*Respondent's Legal Representation of the Sonmezes:*

5. On April 10, 2006, the Sonmezes spoke with respondent at their business, Mezar International Market. Respondent represented to them that she was an attorney. They then hired respondent to represent them on a business transactional issue and in personal bankruptcy. The Sonmezes provided respondent with two (2) checks, check number 1479 for \$750 for the business issue and check number 1480 for \$509 for the bankruptcy. Both checks were written to "Brenda Dobbs-Parrish".

6. Respondent engaged in the following legal activities related to the business issue of Mr. and Mrs. Sonmez:

a. On April 18, 2006, respondent wrote to the USDA Office of Civil Rights, stating, "our firm has been retained" by the Sonmezes regarding a suspension issue. **Exhibit A.** In

her letter, respondent advised the USDA of her analysis of federal statutory violations by the USDA and she threatens the possibility of legal action should the matter between the Sonmezes and the USDA remain unresolved. *Id.* Respondent then invited the USDA to call her to discuss resolution of this legal dispute. *Id.* Although respondent was employed by a Colorado law firm at the time, the Law Office of David R. Calvert, respondent sent the above referenced letter on her own letterhead that stated "D.P. Paralegal Services." Respondent's email address on her letterhead was identified as [mparrish\\_lawfirm@yahoo.com](mailto:mparrish_lawfirm@yahoo.com).

b. On May 14, 2006, respondent wrote again on behalf of the Sonmezes to Clarence Carter and Jessica Shakin regarding their separate ongoing legal dispute. Respondent then again wrote to the USDA on their behalf on June 31, 2006. **Exhibit B** and **Exhibit C**, respectively.

7. Respondent engaged in the following legal activities related to the personal bankruptcy of Mr. and Mrs. Sonmez:

a. Respondent provided the Sonmezes with a bankruptcy questionnaire.

b. Respondent repeatedly met with the Sonmezes in her office at the Law Offices of David R. Calvert to discuss the preparation of their case, again, without advising the Sonmezes that she was only employed there as a paralegal.

c. On February 20, 2007, respondent sent the Sonmezes a letter requesting they complete a Trustee Information Sheet regarding the first bankruptcy and return it to her prior to the date of the §341 meeting scheduled for March 7, 2007. **Exhibit D.**

d. On March 7, 2007, respondent sent a letter to the Sonmezes informing them their §341 meeting had been reset to April 4, 2007. **Exhibit E.**

e. On March 26, 2007, respondent sent a letter to the Sonmezes addressing a number of legal issues. **Exhibit F.** She advised the Sonmezes that the U.S. Trustee denied their request for a Chapter 7 bankruptcy. *Id.* She discussed their business issues and suggested that they set up a corporation and work with her through “our credit repair agency”. *Id.* She also addressed their ongoing landlord/tenant issues, discussed more below, by advising them to go back to court

and have the judge decide how to resolve that issue. *Id.* Respondent further stated in her March 26<sup>th</sup> letter she would be in trial and in two separate mediations in the near future. *Id.*

f. On April 4, 2007, respondent advised the Sonmezes that she could not appear on that same date for their §341 meeting because she was in court on another matter. At no time did respondent tell the Sonmezes that she could not appear with them at their hearing because respondent was not an attorney.

8. In addition to the business and bankruptcy matters outlined above, in approximately 2006, the Sonmezes hired respondent to represent them in an action against an individual who owned a dog that bit their daughter. Respondent engaged in the following legal activities related to the dog bite incident:

a. On October 24, 2006, respondent sent a letter to Caiti Collins that stated, "this firm has been retained regarding the dog bite". **Exhibit G.** The letter was written on letterhead of David R. Calvert, Esq.. *Id.* The letterhead lists B. Mandy Dobbs-Parrish as a law clerk and also states that



she is an associate member of the Colorado Bar Association-law clerk. *Id.* Respondent provided a fee agreement to the Sonmezes dated October 31, 2006. **Exhibit H.** The fee agreement was provided a week after respondent's letter was written. *Id.* The agreement bears the signature of David Calvert and it is a contingency fee agreement. *Id.* However, the Sonmezes stated they only worked with respondent on this issue, still believing she was an attorney in Mr. Calvert's office.

9. During the same time, the Sonmezes also retained respondent to represent them in a dispute they had with their landlord. Respondent engaged in the following legal activities related to the Sonmezes landlord/tenant dispute:

a. On July 24, 2006, the Sonmezes' landlord commenced an Arapahoe County Court forcible entry and detainer ("FED") action 06C207845 against Ernal Sonmez. **Exhibit I.** On August 22, 2006, Mr. Sonmez filed an answer that was prepared by respondent. **Exhibit J.** Respondent also advised Mr. Sonmez to file counterclaims. *Id.*

b. On August 31, 2006, respondent attended a hearing on this matter with Mr. Sonmez and provide him legal advice

concerning his counterclaims against his landlord (however, respondent did not enter appearance or speak on the record on Mr. Sonmez's behalf).

c. On December 5, 2006, respondent wrote to the landlord's counsel regarding a settlement of the dispute for \$5,000 for "our clients". **Exhibit K.**

d. On March 20, 2007, respondent wrote another letter regarding settlement and stating to the landlord's counsel that there is no alternative but to go back to court. **Exhibit L.** While these letters were written on the letterhead from the Law Offices of David R. Calvert, Mr. Calvert stated in his interview in this investigation that he was presented with this potential case by respondent, but declined to accept the case. To his knowledge, his firm never represented the Sonmezes in this matter. In accord, the billing statement related to this matter was issued on respondent's own letterhead, "DP Paralegal Services." **Exhibit M.**

10. By representing to the Sonmezes that she was an attorney, respondent engaged in the unlicensed practice of law.

11. By advising the Sonmezes on their business matter and

by representing to third parties that her “firm” had been retained to represent the Sonmezes in that same matter, respondent engaged in the unlicensed practice of law.

12. By providing legal advice to the Sonmezes in the course of their bankruptcy and their daughter’s personal injury matter, respondent engaged in the unlicensed practice of law.

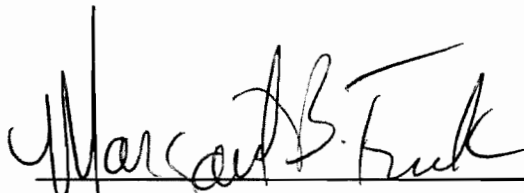
13. By attempting to negotiate a legal settlement of the Sonmezes personal injury claim, respondent engaged in the unlicensed practice of law.

14. By drafting the Sonmezes answer and counterclaims and by advising the Sonmezes on legal strategy in their landlord/tenant dispute, respondent engaged in the unlicensed practice of law.

15. The unauthorized practice of law includes acting as a representative in protecting, enforcing or defending the legal rights and duties of another and/or counseling advising and assisting that person in connection with legal rights and duties. *See, People v. Shell, 148 P.3d 162 (Colo. 2006); and Denver Bar Assn. v. P.U.C., 154 Colo. 273, 391 P.2d 467 (1964).* The respondent does not fall within any of the statutory or case law exceptions.

WHEREFORE, the petitioner prays that this Court issue an order directing the respondent to show cause why the respondent should not be enjoined from engaging in any unauthorized practice of law; thereafter, that the Court enjoin this respondent from the practice of law, or in the alternative that this court refer this matter to a hearing master for determination of facts and recommendations to the court on whether this respondent should be enjoined from the unauthorized practice of law. Furthermore, petitioner requests that the Court assess the costs and expenses of these proceedings, including reasonable attorney fees against this respondent; order the refund of any and all fees paid by clients to the respondent; assess restitution against the respondent for losses incurred by clients or third parties as a result of the respondent's conduct; impose a fine for each incident of unauthorized practice of law, not less than \$250.00 and not more than \$1,000.00; and any other relief deemed appropriate by this Court.

Respectfully submitted this 2<sup>nd</sup> of June, 2009.

  
\_\_\_\_\_  
Margaret B. Funk  
Assistant Regulation Counsel  
Attorney for Petitioner

Parrish

**DP PARALEGAL SERVICES**

5677 S. Park Place, C-101  
Greenwood Village, CO 80111

**FILE COPY**

Office: (303) 740-7900  
Mobile: (303) 803-4486  
Fax: (303) 740-7937  
e-mail: [mparrish\\_lawfirm@yahoo.com](mailto:mparrish_lawfirm@yahoo.com)

---

**April 18, 2006**

**USDA Director  
Office of Civil Rights  
1400 Ir Avenue SW  
Washington, DC 20259410**

**RE: Nazar International Market  
1842 S. Parker Road  
Denver, CO 80231-2274**

**Dear Sir/Madam:**

**Please be advised that our firm has been retained to assist the owners of the above-referenced business in regard to their concerns over the three (3) year suspension of their ability to accept food stamps in their establishment.**

**As discussed on the telephone this date, we are concerned that there are issues of possible discrimination in that those purveyors in the same strip mall have had previous violations and each and every one received only a probated assessment.**

**We are asking that you review the issues at your earliest possible convenience, and contact this office so that we may discuss possible remedies. The owners do not desire to take any legal action at this time, however that may be only way in which to proceed and receive a suspension that is more in line with the violations.**

**I look forward to talking with you soon.**

**Kindest regards,**

**Mandy Parrish**



# DP PARALEGAL SERVICES

5677 S. Park Place, C-101  
Greenwood Village, CO 80111

**FILE COPY**

Office: (303) 740-7900

Mobile: (303) 803-4486

Fax: (303) 740-7937

e-mail: [mparrish\\_lawfirm@yahoo.com](mailto:mparrish_lawfirm@yahoo.com)

---

May 14, 2006

**Mr. Clarence Carter, Deputy Director  
Ms. Jessica Shahin, Asst. Deputy Director  
3101 Park Center Drive, Room 926  
Alexandria, VA 22302**

**RE: Nazar International Market  
1842 S. Parker Road  
Denver, CO 80231-2274**

**Dear Sir/Madam:**

**As discussed with your office on the telephone, we have been in contact with the Regional Office in Denver, and it does not seem that the issues we are concerned with are being addressed. I have completed an on-line complaint, and attached copies of statements by those in violation with regard to the issues of concern.**

**We have advised that there will be extensive training of all present and future employees, and that an employee manual is in the process of being created to provide information in a text format for referral. Further, the owners have stated they are willing to remove any items in the store that would be of concern, however we simply need to know which items you would find offensive in the realm of operating under the EBT.**

**As discussed on the telephone this date, we are concerned that there are issues of possible discrimination in that those purveyors in the same strip mall have had previous violations and each and every one received only a probated assessment.**

**We are asking that you review the issues at your earliest possible convenience, and contact this office so that we may discuss possible remedies. The owners do not desire to take any legal action at this time, however that may be only way in which to proceed and receive a suspension that is more in line with the violations.**



**I will be sure that the owners are aware that this may take the stated 60-90 days for review, however we are truly in hope that you will review the complaint, and take immediate action in their favor. I look forward to talking with you soon.**

**Kindest regards,**

**Mandy Parrish**

# DP PARALEGAL SERVICES

5677 S. Park Place, C-101  
Greenwood Village, CO 80111

**FILE COPY**

Office: (303) 740-7900  
Mobile: (303) 803-4486  
Fax: (303) 740-7937  
e-mail: [mparrish\\_lawfirm@yahoo.com](mailto:mparrish_lawfirm@yahoo.com)

---

June 31, 2006

USDA Director  
Office of Civil Rights  
1400 Ir Avenue  
Washington, DC 20259

RE: **Nazar International Market**  
**1842 S. Parker Road**  
**Denver, CO 80231-2274**

Dear Sir/Madam:

Please advise as to when a copy of any order of revision may be received so that we may calculate the approximate date of re-application for the above-referenced business.

Further, as we previously stated, there will be extensive training of all present and future employees, and that an employee manual is in the process of being created to provide information in a text format for referral. We are still in need of a response concerning which, if any items, must be removed from the premises in order to be more in compliance with any requirements that you may have.

There is still tremendous concern over the discrimination in this area, and truly wish to resolve this possibility. I am fully aware that your office does not tolerate this, however it seems that the lack of effort in resolving this borders on same.

We are asking that you review the issues at your earliest possible convenience, and contact this office so that we may discuss possible remedies. The owners do not desire to take any legal action at this time, however that may be only way in which to proceed and receive a suspension that is more in line with the violations.

I will be sure that the owners are aware that this may take the stated 60-90 days for review, however we are truly in hope that you will review the complaint, and take immediate action in their favor. I look forward to talking with you soon.





**Kindest regards,**

**Mandy Parrish**

6400 S. Fiddler's Green Circle, Suite 2020  
Greenwood Village, Colorado 80111-4962  
Phone: 303.740.7900 Fax 303.740.7937

## Law Office of David R. Calvert

**David R. Calvert, Esq.**  
*Member of the Colorado Bar Association*

**Dana Nottingham, Esq.**  
*Member of the Colorado Bar Association*

Randall M. Calvert, JD, Law Clerk

**B. Mandy Dobbs-Parrish, Law Clerk**  
*Associate Member of the Colorado Bar Association-Law Clerk*  
*Certified Professional Mediator/Arbitrator*

Anna Koprina, Legal Assistant

February 20, 2007

Mr. Erdal Sonmez  
Ms. Effie Sonmez  
703 S. Ivy Street  
Denver, CO 80224

RE: Chapter 7 Bankruptcy  
Case No. 06-16165 MER

Dear Effie and Eddie:

Enclosed please find the Trustee Information Sheet for the above-referenced matter. Please complete this and return to me prior to the date of the 341 Meeting scheduled for Wednesday, March 7, 2007 at 4:00 PM.

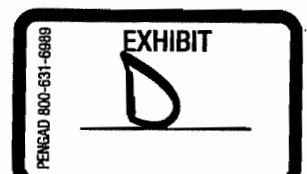
Should you have any questions, please do not hesitate to contact me.

Kindest regards,



Mandy Parrish  
Law Clerk

enclosure



6400 S. Fiddler's Green Circle, Suite 2020  
Greenwood Village, Colorado 80111-4962  
Phone: 303.740.7900 Fax 303.740.7937

## Law Office of David R. Calvert

**David R. Calvert, Esq.**  
*Member of the Colorado Bar Association*

**Dana Nottingham, Esq.**  
*Member of the Colorado Bar Association*

Randall M. Calvert, JD, Law Clerk

B. Mandy Dobbs-Parrish, Law Clerk  
*Associate Member of the Colorado Bar Association-Law Clerk  
Certified Professional Mediator/Arbitrator*

Anna Kopnina, Legal Assistant  
Michelle Hildreth, Legal Assistant

March 7, 2007

Eddie Sonmez  
Effie Sonmez  
703 S. Ivy Street  
Denver, CO 80224

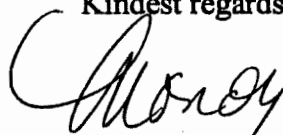
RE: Chapter 7, U.S. Bankruptcy Court  
Case No. 07-10737

Dear Eddie and Effie:

Per my conversation today with Trustee Jagow, the 341 Meeting has been reset for April 4, 2007 at 4:30 PM. It will take place in Room 125 of the U.S. Bankruptcy Court located at 721-19<sup>th</sup> Street, Denver, Colorado 80202.

Please know that they are still reviewing the items that you have the accountant prepare, and there is still the potential for denial in this matter. Please complete the enclosed form and bring it to the meeting with you. Be sure to bring your Driver Licenses and Social Security cards, as well.

Kindest regards,



Mandy Parrish  
Law Clerk

enclosure



6400 S. Fiddler's Green Circle, Suite 2020  
Greenwood Village, Colorado 80111-4962  
Phone: 303.740.7900 Fax 303.740.7937

## Law Office of David R. Calvert

David R. Calvert, Esq.  
*Member of the Colorado Bar Association*

Dana Nottingham, Esq.  
*Member of the Colorado Bar Association*

Randall M. Calvert, JD, Law Clerk

B. Mandy Dobbs-Parrish, Law Clerk  
*Associate Member of the Colorado Bar Association-Law Clerk  
Certified Professional Mediator/Arbitrator*

Anna Kopnina, Legal Assistan  
Michelle Hildreth, Legal Assistan

March 26, 2007

Eddie and Effie Sonmez  
703 S. Ivy Street  
Denver, CO 80224

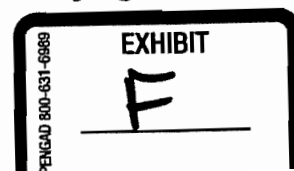
RE: Chapter 7, U. S. Bankruptcy Court  
Case No. 07-10737

Case No. 06C7845/AMS Pinnacol

Dear Eddie and Effie:

Please be advised that the U. S. Trustee denied our request for Chapter 7 Bankruptcy. After his review he states that he did not feel the employment information was sufficient to permit further proceedings on the case. I would suggest that you consider our conversation wherein you set up a corporation and place Nazar Market under the corporation. It will not matter, at that point whether your credit is good or bad. Further, it would be in your best interest to begin working with our credit repair agency and actually repair your credit, as we also discussed. I realize that it may seem frustrating considering the extraordinary last minute efforts you made to have the taxes prepared, but it was his decision according to the law and rules that he cited.

Concerning the apartment complex, I have repeatedly tried to get a straight answer from Lindsay McGrath, attorney at Mark Tschetter's office with regard to a settlement on this matter. I continue to get responses such as, "she's out sick, she is on her honeymoon," and today they advised she is in a 2-day meeting. I can certainly understand that she is extremely busy, I've been there, but I would suggest that we just go back to the Court and get it in front of a judge to make a decision.



I will be in trial and 2 separate mediations for the next 1-1/2 weeks. Please leave a message with our office and I will be calling in as we cannot have our cell phone on during Court. Let me know your thoughts and how you would like to proceed.

Kindest regards,

Mandy Parrish  
Law Clerk

6400 S. Fiddler's Green Circle, Suite 2020  
Greenwood Village, Colorado 80111-4962  
Phone: 303.740.7900 Fax 303.740.7937

## Law Office of David R. Calvert

David R. Calvert, Esq.  
*Member of the Colorado Bar Association*

Dana Nottingham, Esq.

Randall M. Calvert, Law Clerk

B. Mandy Dobbs-Parrish, Law Clerk  
*Associate Member of the Colorado Bar Association-Law Clerk*

Anna Kopnina, Legal Assistant

October 24, 2006

Ms. Caiti Collins  
104 Niagara Street

RE: Selini Sonmez

Dear Ms. Collins:

Please be advised that this firm has been retained to pursue the incident that took place on August 20, 2006, wherein your dog bit the daughter of Eddie and Effie Sonmez, Selini. At that time you advised the family that you would be more than willing to take care any medical bills that would occur from this incident, but to date they have not heard from you.

Miss Sonmez was seen at the Emergency Room of Children's Hospital where the wound was treated, irrigated and stitches administered. They are now receiving past due notices from the hospital, and the bill is, at present, over \$500.00. There is now a permanent scar that has resulted from this incident, and it has caused a great deal of emotional distress to this child.

Please contact this office no later than Thursday, November 9, 2006 so that we may discuss a solution to this matter. If we have not heard from you by this date, we will pursue all legal remedies available to resolve this issue.

Sincerely,

Mandy Parrish

Full name  
Name of man  
and Address  
What town  
What zip code  
witness name  
Address #



## CONTINGENT FEE AGREEMENT

Client, Eddie Sonmez and Effie Sonmez for minor daughter Selini Sonmez retains **David R. Calvert and the Law Office of David R. Calvert**, 6400 S. Fiddler's Green Circle, Suite 2020, Greenwood Village, Colorado 80111, to perform the legal services mentioned in Paragraph (1) below. Attorneys agree to perform them faithfully and with due diligence. Attorneys reserve the right to withdraw from representation pending a full investigation of the case.

### I. ATTORNEY FEES

- (1) The claim, controversy, or other matter with reference to which the services are to be performed is related to dog bite of minor daughter, Selini Sonmez, by dog belonging to Caiti Collins on 8/20/2006
- (2) The contingency upon which Attorney fees are to be paid is recovery of any sums whether obtained by settlement or verdict.
- (3) Client is not to be liable to pay Attorney fees other than from amounts collected for Client by Attorneys, except as described in paragraphs 12 and 13 of this agreement.
- (4) Client will pay Attorneys (including any associated counsel) 33.33 percent of the gross amount collected. "Gross Amount Collected" means the total amount collected before any subtraction of expenses or payments for subrogation rights or liens or other expenses.
- (5) In the event settlement is achieved by a combination of cash plus some form of deferred compensation arrangement (such as annuity or structured settlement), Attorney fees shall be paid at the time of settlement from the initial cash payment. Attorney fees shall be 33.33 percent of the present value of the settlement.
- (6) In the event the matter is appealed by either party after the entry of judgment in any court or final decision by any administrative agency, it is agreed that Attorney fees shall be increased to 40% percent of all money or property received or collected by compromise or otherwise in consideration of Attorneys' representation of Client in such appellate procedure.

### II. INVESTIGATION

- (7) If the firm's initial investigation of the claim results in a determination by the firm not to pursue the claim, this agreement shall be cancelled and any portion of the Client's deposit not required for the payment of costs shall be refunded to the Client. The Client will pay Attorney's for any unpaid costs advanced by the Attorneys. The Client may retain all file materials relating to the claim and the Client will not owe the firm any fees for attorney services.

### III. COSTS AND/OR ATTORNEY FEES ASSESSED AGAINST CLIENT AND AWARDED TO OPPOSING PARTY

- (8) Client understands that in Colorado and other states, a court may assess costs and/or attorney fees against the losing party. Costs and/or attorney fees awarded to an opposing party against Client before completion of the case will be paid by the Client when ordered.

Any award of costs or Attorney fees against Client, regardless of when awarded, will be subtracted from the gross amount collected before computing the amount of the contingent fee under this agreement.

#### **IV. SUBROGATION CLAIMS AND LIEN CLAIMS**

- (9) I have been informed and understand that other persons or entities may have a subrogation right in what I recover in pursuing my claim. "Subrogation" means the right to be paid back. I understand that the subrogation right may arise in various ways, such as when an insurer or a federal or state agency pays money to or on behalf of a claiming party like me in situations such as Medicare, Medicaid, worker's compensation, medical/health insurance, no-fault insurance, uninsured/underinsured motorist insurance, and property insurance situations. I understand that sometimes a hospital, physician or an attorney will assert a "lien" (a priority right) on a claim such as the one I am pursuing. Client authorizes Attorney to pay from any amounts collected for Client by way of settlement or verdict any valid liens or valid subrogation claims, said payments to be made after Attorney fees and all costs advanced have been paid.

#### **V. CLIENT RESPONSIBILITY FOR COSTS**

- (10) Client is in any event liable to Attorneys for reasonable expenses and disbursement as they are incurred. Such expenses and disbursements are estimated to be \$1,000.00 if the matter does not proceed to trial, and \$5,000.00 if the matter goes to trial. Authority is given to Attorneys to incur expenses and make disbursements up to a maximum of \$1,000.00, which limitation will not be exceeded without the Client's further written authority. Client will reimburse Attorneys for such expenditures upon receipt of billing statements, with the balance of costs and fees and any valid subrogation right or lien to be paid out of settlement or verdict funds. Client shall be charged one percent (0%) per month, compounded monthly, on the outstanding balance of all cost expenditures made by Attorneys and not reimbursed by Client. Attorneys acknowledge receipt of 0 to be utilized toward payment of costs.

#### **VI. TERMINATION OF FEE AGREEMENT**

- (11) This agreement may be terminated by any party.
- (12) In the event that Client dismisses Attorneys from representation in this matter without cause, Client shall pay Attorneys \$300 per hour, Law Clerks \$150.00 per hour, Paralegals \$100.00 for work done on the case up to the time of termination. If at the time of termination, an offer of settlement has been made, Attorney fees shall be the agreed upon percentage of said offer. If no offer has been made, Attorney fees shall be computed at \$300 per hour, Law Clerks \$150.00 per hour, Paralegals \$100.00 per hour. Such payment shall be due and owing upon the occurrence of the contingency (recovery of funds by Client) set forth in Section I above. If the contingency set forth in Section I above does not occur, Client owes no attorney's fees.
- (13) In the event Attorneys terminate their representation of Client in this matter with cause, Client shall pay Attorneys \$399 per hour, Law Clerks \$150.00 per hour, Paralegals \$100.00 per hour, for work done on the case up to the time of termination, which fee is due and



payable at the time of finalization of the claim by settlement, trial or appeal. The fee will be paid out of such gross proceeds. If, at the time of termination, an offer of settlement has been secured by Attorneys, Attorney fees shall be the agreed upon percentage of said offer. If no offer has been made, Attorney fees shall be computed at the rate of \$300 per hour, Law Clerks \$150.00 per hour, Paralegals \$100.00 per hour. Such payment shall be due and owing upon the occurrence of the contingency (recovery of funds by Client) set forth in Section I above. If the contingency set forth in Section I does not occur, Client owes no attorney's fee. Examples of the reasons justifying termination by Attorneys are: (a) Non-cooperation of Client; (b) Misrepresentation by Client; (c) Non-disclosure of information by Client; and (d) Discovery that defendant or defendants are uninsured.

- (14) In the event that (a) Client and Attorneys terminate the representation by mutual agreement, or (b) Client discharges Attorneys for good cause not involving serious misconduct after Attorneys have rendered services that benefited Client, Client shall pay Attorney \$300 per hour, Law Clerks \$150.00 per hour, Paralegals \$100.00 per hour, for work done on the case up to the time of termination. If at the time of termination, an offer of settlement has been made, Attorney fees shall be the agreed percentage of said offer. If no offer has been made, Attorney fees shall be computed at the rate of \$300 per hour, Law Clerks \$150.00 per hour, Paralegals \$100.00 per hour. Such payment shall be due and owing upon the occurrence of the contingency (recovery of funds by client) set forth in Section I above. If the contingency set forth in Section I above does not occur, Client owes no attorney's fee.
- (15) If after Client terminates Attorneys as above described, or Attorneys terminate Client as above described, the within Contingent Fee Agreement is held to be void or invalid for any reason, and a recovery of funds is subsequently achieved by Client either by judgment, settlement, or arbitration, Attorneys shall still have the right to payment from Client for the "reasonable value" of their legal services to Client pursuant to the equitable doctrine of "quantum meruit," as well as the right to recover any case costs Attorneys have expended.

## **VII. ETHICAL OBLIGATIONS OF COUNSEL**

- (16) Each attorney of the firm is an officer of the court. By signing pleadings filed with the court. By signing pleadings filed with the court, each attorney certifies that he has read the pleading; that to the best of the attorney's knowledge, information and belief, the matters set forth in the pleading are well grounded in fact and warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; and that no matter set forth in the pleading is interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation. The Client agrees to refrain from requesting Attorneys to take any action which would cause Attorneys to violate these and other ethical obligations. In the event Client directs Attorneys to take any action which would violate these obligations, Attorneys may terminate this agreement.

## **VIII. ALTERNATIVE FEE ARRANGEMENTS**

- (17) The Client has been advised of other forms of fee arrangements, such as hourly rates, but has elected to proceed on the contingent basis set forth above.

**IX. MANDATORY BINDING ARBITRATION**

- (18) In the event that a dispute arises between Attorneys and Client concerning the construction, performance or breach of this contract, Attorneys and Client agree that said dispute shall be submitted to binding arbitration pursuant to the Uniform Arbitration Act of 1975, as adopted by Colorado C.R.S. § 13-22-201, et. seq., and as modified by this agreement. Such disputes shall include any controversies concerning costs, Attorney fees or alleged attorney negligence, as well as any claim that could have been asserted by either party in a court action. This arbitration agreement is intended to be inclusive as to all possible claims and is binding upon the parties. By signing this agreement, the parties are knowingly waiving their right to seek remedies in court, including the right to a jury trial, and are agreeing to this alternative procedure of binding arbitration.
- (19) An arbitration proceeding may be initiated upon a written request of either party. The arbitration shall take place in Arapahoe County, Colorado, unless the parties agree to another location. Each party shall select a competent and impartial arbitrator. These two shall select a third arbitrator. If no agreement is reached as to the third arbitrator within 30 days of the date that arbitration was requested, either party may request a judge of the appropriate court in the county in which the arbitration is to take place to select the third arbitrator. State court rules concerning procedure and admission of evidence shall be used. The written decision of any two arbitrators shall be binding on each party.
- (20) All arbitration costs, including the cost of each party's arbitrator, shall be paid by the party incurring such costs. The costs of the third arbitrator shall be divided equally between the parties.

**I HAVE CAREFULLY READ THE ABOVE AGREEMENT IN ITS ENTIRETY BEFORE SIGNING IT. THE AGREEMENT HAS ALSO BEEN EXPLAINED TO ME IN DETAIL BY AN ATTORNEY, AND ALL MY QUESTIONS HAVE BEEN ANSWERED BY AN ATTORNEY. I FULLY UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT SEPARATE COUNSEL BEFORE SIGNING THIS AGREEMENT.**

**CLIENT(S) HEREBY ACKNOWLEDGE RECEIPT OF A SIGNED DUPLICATE COPY OF THIS CONTINGENT FEE AGREEMENT ON THE DATE IT WAS ENTERED INTO.**

Date: 10/26/2006

\_\_\_\_\_  
Client Signature  
Eddie Sonmez, Father of  
minor child, Selini Sonmez  
Print Client Name and address  
Eddie Sonmez  
(303) 217-1867  
\_\_\_\_\_  
Phone Number

Date: 10/26/2006

\_\_\_\_\_  
Client Signature

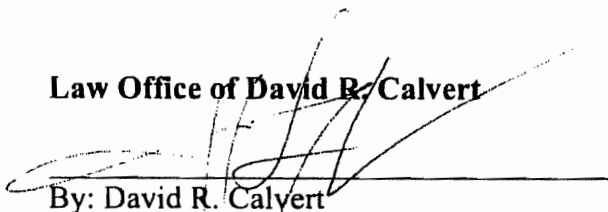
Effie Sonmez, Mother of  
minor child, Selini Sonmez  
Print Client Name and address

\_\_\_\_\_  
Phone Number

Date: \_\_\_\_\_

10/31/06

**Law Office of David R. Calvert**

  
\_\_\_\_\_  
By: David R. Calvert

20

2021

COUNTY COURT, DENVER COUNTY, COLORADO  
1515 CLEVELAND PLACE 4TH FLOOR, Denver, CO 80202  
Court Tel. No. 303.640.5161

Δ FOR COURT USE ONLY Δ  
Case Number:

Plaintiff(s): **AMS West, LLC dba Pinnacle**  
v.  
Defendant(s): **Erdal Sonmez** And All Other Occupants.


Mark N. Tschetter  
Hopkins Tschetter Sulzer, P.C.  
2821 S Parker Road, Suite 228  
Aurora, CO 80014  
Phone No. 303.766.8004  
Attorney Reg. No. 18433

**SUMMONS (UNLAWFUL) DETAINER**

**THE PEOPLE OF THE STATE OF COLORADO TO THE DEFENDANT(S) NAMED ABOVE:**

1. On 7/31/2006, at 1:15 p.m. o'clock, In the DENVER County Court, Denver Colorado, the Court may be asked to enter judgment against you as set forth in the complaint.
2. A copy of the complaint against you and an answer form which you must use if you file an answer are attached.
3. If you do not agree with the complaint, then you must either: a. Go to the court, located at: 1515 CLEVELAND PLACE 4TH FLOOR, Denver, CO 80202, at the above date and time and file the answer stating any legal reason you have why judgment should not be entered against you, or b. File the answer with the court before that date and time.
4. When you file your answer, you must pay a filing fee to the Clerk of the Court.
5. If you file an answer, you must give or mail a copy to the Plaintiff(s) or the attorney who signed the complaint.
6. If you do not file with the court, at or before the time for appearance specified in this summons, an answer to the complaint setting forth the grounds upon which you base your claim for possession and denying or admitting all of the material allegations of the complaint, judgment by default may be taken against you for the possession of the property described in the complaint, for the rent, if any, due or to become due, for present and future damages and costs, and for any other relief to which the Plaintiff(s) is (are) entitled.
7. If you want a jury trial, you must ask for one in the answer and pay a jury fee in addition to the filling fee.
8. If you want to file an answer or request a jury trial and you are indigent, you must appear at the above date and time, fill out a financial affidavit, and ask the court to waive the fee.

DATED: 7/24/2006

HOPKINS TSCHETTER SULZER, PC  
  
 By: \_\_\_\_\_  
 Mark N. Tschetter Reg # 18433  
 Victor L Sulzer Reg #24804

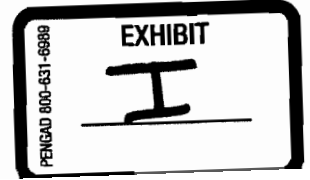
COPY

This summons is issued pursuant to Rule 303, Rules of County Court Civil Procedure, and section 13-40-111, C.R.S., as amended. A copy of the complaint must be served with this summons. This form should be used only for actions filed under Colorado's Forcible Entry and Detainer Act. To the clerk: if this summons is issued by the Clerk of the Court, the signature block for the clerk, deputy and the seal of the court should be provided by stamp, or typewriter, in the space to the left of the attorney's name. WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.

1504

Apartment Name: Legend' .nts, LLC

Record # 633



COUNTY COURT, DENVER COUNTY, COLORADO  
1515 CLEVELAND PLACE 4TH FLOOR, Denver, CO 80202  
Court Tel. No. 303.640.5161

Plaintiff(s): **AMS West, LLC dba Pinnacle**  
v.  
Defendant(s): **Erdal Sonmez** And All Other Occupants.

Mark N. Tschetter  
Hopkins Tschetter Sulzer, P.C.  
2821 S Parker Road, Suite 228  
Aurora, CO 80014  
Phone No. 303.766.8004  
Attorney Reg. No. 18433

Δ FOR COURT USE ONLY Δ

Case Number: *06C18978*


### COMPLAINT UNLAWFUL DETAINER

Plaintiff, AMS West, LLC dba Pinnacle, by its/their/his/hers attorneys, Hopkins Tschetter Sulzer, P.C., for its Complaint in Unlawful Detainer, against the Defendant(s), alleges as follows:

1. Plaintiff is the owner/manager/agent of 1229 S Dayton Ct # 335, Denver, CO 80247 ( the "premises"). Defendant(s) are residents of .DENVER County Colorado. The amount sought in this action does not exceed \$15,000.00. The Defendant(s) is/are not minors, incompetents, in the military service, nor an office, agency, or instrumentality of the State of Colorado.
2. The premises are located in .DENVER County, Colorado. The Defendant(s) entered into a lease or contract with Plaintiff and/or occupy the premises. The Defendant(s) has/have defaulted on the lease or contract by failing to pay rent or amounts required under the terms of the lease or contract and/or by failing to comply with terms, conditions, and/or covenants of the lease or contract and/or the Defendant(s) no longer have any rights to occupy the premises. The Defendant(s) was/were served with all legal notice(s) and/or demand(s) concerning their occupancy of the premises. A copy of the notice(s) and/or demand(s) with fully executed Return of Service(s) is attached and incorporated by reference. Despite Plaintiff's Demands and/or Notices, Defendant(s) has/have refused to pay amounts owing and/or comply with lease or contract and/or cure their defaults and noncompliance with the lease or contract and/or vacate the premises, and continue to wrongfully hold possession of the premises in violation of the lease or contact and/or the law, and without the consent and permission of Plaintiff(s).
3. Plaintiff(s) has/have incurred and will continue to incur attorneys' fees and costs in prosecuting this possession action against the Defendant(s). Pursuant to the terms of the lease and/or statute, Plaintiff is entitled to recover said attorneys' fees and costs from the Defendant(s).

WHEREFORE, Plaintiff AMS West, LLC dba Pinnacle respectfully requests that the Court grant judgment for possession against Defendant(s) Erdal Sonmez , AND ALL OTHER OCCUPANTS, jointly and severally, for costs, attorneys' fees pursuant to C.R.S. 13-101.et.seq., and for such further and other relief as the Court may deem just and appropriate.

DATED: 7/24/2006

  
HOPKINS TSCHETTER SULZER, PC

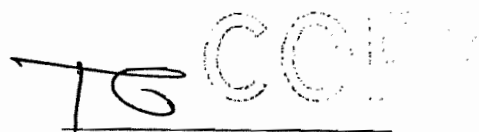
By: \_\_\_\_\_  
Mark N. Tschetter Reg # 18433  
Victor L.Sulzer Reg # 24804

### CERTIFICATE OF MAILING

I, the undersigned agent for the Plaintiff, certify that on 7/24/2006, I mailed a copy of the Summons, Complaint in Unlawful Detainer with all attached exhibits, and Answer Form, AMS West, LLC dba Pinnacle (Plaintiff) v. Erdal Sonmez, AND ALL OTHER OCCUPANTS (Defendant(s)), .DENVER County Court, by postage prepaid, first class mail, to the Defendant(s) addressed as follows:

Erdal Sonmez  
and All Other Occupants  
1229 S Dayton Ct # 335  
Denver, CO 80247

Apartment Name: Legend Oaks Apartments, LLC



**DEMAND FOR COMPLIANCE OR POSSESSION  
BREACH / NONCOMPLIANCE OF A NON-MONETARY COVENANT**

To Erdal Sonmez, and any,

and all other occupants of the premises described below. You occupy the Premises ("Premises") which are known as  
(Address) 1829 S. Dayton Ct. #335 in the city of Denver  
Zip Code of 80247 County of Arapahoe, State of Colorado, as tenant. You are

hereby notified that the undersigned Landlord of the Premises, or agent/attorney for the Landlord, demands that you shall within three days after this demand is served upon you, **EITHER COMPLY WITH THE FOLLOWING CONDITIONS AND COVENANTS OF THE LEASE**

(LIST LEASE SECTIONS BEING VIOLATED AND DETAILS OF VIOLATION(S))

Satellite Dish Addendum (see attached)  
Community Policies Section #25 page #14  
Cluster stored on balcony (see attached)

**OR VACATE AND DELIVER TO THE UNDERSIGNED THE POSSESSION OF THE PREMISES.**

This demand is made pursuant to § 13-40-104(1)(c), C.R.S., as a result of your breach of the above described covenants and conditions of the Lease. You are further advised that the Landlord does not elect to terminate the Lease. This demand is without prejudice to the Landlord's rights and privileges under the Lease, and under the laws of the state of Colorado, none of which is waived by virtue of this demand.

Jaime Brown  
Landlord / Agent for Landlord  
Legend Oaks  
Community

7/7/06  
Date

RETURN OF SERVICE  
STATE OF COLORADO, Arapahoe County

I declare under oath that I am 18 years old and that I served the foregoing Demand for Compliance or Possession on the above listed Tenant(s) at the above listed address, on 7/7/06 (date) in the manner described below, By ( Check One Line )

By handing it to a person identified to me as \_\_\_\_\_ (Resident)

I have made diligent efforts to personally serve this Demand, I have made service of the foregoing Demand for Compliance or Possession by posting a copy of it in a conspicuous place upon the premises described therein.

Dated 7/7/06

Jaime Brown  
Sign Name

COURTESY OF HOPKINS TSCHETTER SULZER, P.C.

Fax completed form to 303.766.1181 or 303.766.1819 or Colorado Springs 719.227.1181  
Rev: 11/15/2005

*ok Jaime  
7/23*

*12508*

## SATELLITE DISH INSTALLATION RULES

1. **Size:** Satellite dishes may not exceed one meter (three feet, three inches) in diameter, measured across its widest part.
2. **Where:** Satellite dishes may be installed inside your apartment or on your balcony or patio. Satellite dishes may not be installed in any location other than your own leased space. Satellite dishes may not be mounted in windows or on window frames. No satellite dish may be mounted to exterior walls, in common areas, on roofs, or at any other location outside resident's own apartment.
3. **How:** Satellite dishes must be mounted securely and may not be installed in ways that would enable the dish to fall on people or property. No portion of the dish may extend beyond the edge of the patio or balcony.  
  
Satellite dishes must be mounted using clamp type mountings. No holes may be drilled in railings or exterior walls. Mounting dishes in this way harms building weatherproofing and poses a risk to electrical wiring, piping, etc.
4. **Who:** Residents may have satellite dishes professionally installed with management approval or schedule the installation with out maintenance staff. To request installation, please call the leasing office at (303) 751-5555.

Apt: 335

Erdal Sonmez      10-1-05      K Williams      10-1-05  
 Erdal Sonmez (Resident)      Date      (Owner/Agent)      Date

Management requests that you help in maintaining our high standards.

11. **DUMPSTERS:** There are dumpsters conveniently located throughout the Apartment Community. Please ensure that your trash is placed in plastic bags and securely tied before placing it in the dumpster, not beside it. You must break down boxes before placing them in dumpsters. Please contact management regarding the disposal of large items.
12. **GUESTS:** You are responsible and liable for the conduct of your family, invitee(s), licensee(s) and guest(s). Acts of these persons in violations of the Lease Agreement, or one of these or future rules and regulations, may be deemed by management to be a breach which may result in termination of the Lease Agreement.
13. **POOL:** Pool Regulations are posted and must be adhered to at pool area. Persons under the age of 14 must be accompanied by an adult.
14. **MOTORCYCLES:** Recreational and Commercial Vehicles are not permitted in the parking areas, unless otherwise specified by management.
15. **PLUMBING:** A charge will be made for unclogging plumbing equipment in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth objects, grease and other foreign matter. The cost of repair or replacement of other equipment or furnishings of the Owner will be borne by you. Immediately report all plumbing defects to the manager.
16. **LOCK OUTS:** If you find it necessary to have authorized personnel unlock the Apartment after hours you will be charged a fee of \$25.00 payable at the time of entry.
17. **DRAPERIES:** Window treatments must have white linings or a white shade. Bed linens, towels, tin foil, reflector film, etc. are not acceptable. You are requested to comply within ten (10) days of move-in if window coverings are not provided by management.
18. **TELEPHONE HOOK-UPS:** Telephone may only be placed at previously wired locations provided by the telephone company. Additional drilling, cutting or boring of wires is not permitted without written permission from Management.
19. **WATER BEDS:** Water beds are allowed subject to Management's prior written approval and proof of insurance.
20. **STORAGE:** No goods or materials of any kind or description, which are combustible or would increase fire risk shall be placed in storage areas or apartments. Storage in such areas shall be your risk and Management shall not be responsible for any loss or damages. Heating/air condition or water heater closets are not to be used for storage purposes.
21. **RECREATION:** You agree to abide by rules and regulations established for use of recreational and services facilities provided by Management.
22. **ANTENNAS:** Radio, television, satellite dishes, CB or other types of aerials or antennas should not be placed or erected by you on the roof or exterior of any building.
23. **DISTURBING NOISES:** Your family, invitee(s), licensee(s) and guest(s) shall have due regard for the comfort and enjoyment of all other residents in the Apartment Community. Your Apartment is your home, free from interruption by management, unless you or your guests disturb other residents of the Apartment Community. Televisions, stereo units, radios and musical instruments are not to be played at such a volume or time that will annoy persons in other apartments.
24. **SIGNS:** You should not display any signs, exterior lights or markings on the Apartment. No awnings or other projections should be attached by you to the outside of the building of which the Apartment is a part.
25. **BALCONIES AND WINDOWS:** Clothing, rugs, mops, or other articles shall not be hung from balconies or windows nor shall any item be stored on balcony. Articles shall not be shaken or cleaned on the balcony. Balconies shall be cleaned with care to avoid sweeping and dust from going onto any other balcony or patio. Nothing shall be placed on the inside or outside of sliding glass doors or windows without written approval of the Management. Charcoal grills and other outdoor cooking equipment must not be used on the balcony or



<input checked="" type="checkbox"/> County Court		<h1>COPY</h1> 2006 AUG 22 PM 12:27
<u>ALAPAHOE</u> County, Colorado		
Court Address: <u>15400 E. 4th Pl, Aurora CO</u> <del>15400 Cleveland Pl, Aurora CO 80011</del>		▲ COURT USE ONLY ▲
Plaintiff(s): AMS WEST LLC d/b/a Pinnacle		
v. Defendant(s): ERDAL SONMEZ, and all other occupants		
Attorney or Party Without Attorney (Name and Address): Erdal Sonmez, pro se 1229 S. Dayton Court, #335, Denver, CO 80247 Phone Number: 303-217-1864 E-mail: FAX Number: Atty. Reg.#:		Case Number: <u>B06C7845</u> Division <u>B</u> Courtroom <u>C-2</u>
<b>ANSWER UNDER SIMPLIFIED CIVIL PROCEDURE (including counterclaim(s) and/or cross claim(s))</b>		

The Defendant(s) Erdal Sonmez  
answer(s) the complaint as follows:

1. The amount of damages claimed to be due to the Plaintiff(s) by the complaint in this action is not due and owing for the following reasons:

We repeatedly tried to comply with the requests of management, and nothing we tried to do with regard to moving the dish was acceptable. We asked repeatedly how they wanted us to resolve this and they were extremely vague and unhelpful. We obtained information from the dish company as to how to set this up, and complied in that manner, but it was never acceptable to management. We could not comply if they would not assist us in doing so. Concerning the clutter on the balcony, we have very little on the balcony. We do not have toys, or a barbecue, all we have is a table and chairs, what we have is minimal in comparison to other tenants. When I showed these things to the manager he said it was fine. We have lived there approximately 10-11 months, never been late on our rent or had any problems.

OR the Plaintiff(s) is/are not entitled to possession of the property and Defendant(s) is/are entitled to retain possession for the following reasons:

As stated in response number 1, we did everything possible to comply with their requests, and they would not assist us in a manner that explained how we could comply. We moved the dish 3 separate times in order to meet their requirements, but as stated, it was never acceptable. When requesting assistance and guidance as to exactly what they wanted they were vague, uncooperative and unhelpful. Finally, in frustration, 3 months ago, we simply disconnected our service as we did not know what else to do. Again, Concerning the clutter on the balcony, we have very little on the balcony. We do not have toys, or a barbecue, all we have is our table and chairs, what we have is minimal in comparison to other tenants. When I showed these things to the manager he said it was fine. I claim that we have lived there approximately 10-11 months and never been late on our rent or had any problems.

OR the injunctive relief requested by the Plaintiff(s) should not be allowed for the following reasons:

As stated in response number 1, we did everything possible to comply with their requests, and they would not assist us in a manner that explained how we could comply. We moved the dish 3 separate times in order to meet their requirements, but as stated, it was never acceptable. When requesting assistance and guidance as to exactly what they wanted they were vague, uncooperative and unhelpful. Finally, in frustration, 3 months ago, we simply disconnected our service as we did not know what else to do. Again, Concerning the clutter on the balcony, we have very little on the balcony. We do not have toys, or a barbecue, all we have is our table and chairs what we have is minimal in comparison to other tenants. When I showed these things to the manager, he said it was fine. I claim that we have lived there 10-11 months and never been late on rent or had any problems.

2. (If applicable) the Defendant(s), Erdal Sonmez  
assert(s) the following counterclaim(s) or setoff(s) against the Plaintiff(s):

I claim that we have repeatedly attempted to comply with the requests by management concerning the satellite dish. We do not have clutter on our deck, we have simply a table and chairs. I claim that we are being harassed by management and that management has even gone so far as to talk to other tenants about our religion. We have been unable to use satellite service because we were so unsure of what to do that we lost the enjoyment of this service as we could find no other solution that would satisfy management.

3. (If applicable) the Defendant(s) Erdal Sonmez  
assert(s) the following cross claim(s) against AMS West, LLC d/b/a Pinnacle  
named Defendant(s) (you are limited to the jurisdiction of the court):

Constructive eviction meaning that they have made an effort to evict us by being so unhelpful and vague in what they required that we could not meet their requirements, harassment. Therefore we are asking the Court to deny the claim of the Plaintiff, permit us to remain on the premises as tenants, require the management to assist us in a manner that will allow us to meet their requirements concerning the satellite dish, cease and desist from discussing our religion with other tenants, and to pay the costs of our satellite services during the time we were unable to use it.

4. If a counterclaim is asserted above, you must check one of the following statements:

- The amount of the counterclaim does not exceed the jurisdiction of the court (County Court filing fee required).  
 The amount of the counterclaim does exceed the jurisdiction of the court, but I wish to limit my recovery to the jurisdiction of the court (County Court filing fee required).  
 The amount of the counterclaim does exceed the jurisdiction of the court, and I wish the case transferred to the District Court (District Court filing fee required).



5. The Defendant(s)  does (do)  does (do) not demand trial by jury (if demand is made a jury fee must be paid).

**WARNING: ALL FEES ARE NON-REFUNDABLE. IN SOME CASES, A REQUEST FOR A JURY TRIAL MAY BE DENIED PURSUANT TO LAW EVEN THOUGH A JURY FEE HAS BEEN PAID.**

Note: All Defendants filing this answer must sign unless the answer is signed by an attorney.

Evelyn Somers  
Signature of Defendant(s)

\_\_\_\_\_  
Signature of Attorney for Defendant(s) (if applicable)

Address(es) of Defendant(s): 1229 S. Dayton, #335, Denver, CO 80247

Phone Number(s) of Defendant(s): (303) 217-1864

### CERTIFICATE OF MAILING

I certify that a true copy of the answer was mailed, postage prepaid, to Mark N. Tschetter, Esq.

(Plaintiff(s) or attorney), at 2824 S. Parker Road, Suite 228, Aurora, CO 80014 (address(es)),

on 8-22-06 (date).

Evelyn Somers  
Defendant(s) or Attorney for Defendant(s) Signature

6400 S. Fiddler's Green Circle, Suite 2020  
Greenwood Village, Colorado 80111-4962  
Phone: 303.740.7900 Fax 303.740.7937

## Law Office of David R. Calvert

**David R. Calvert, Esq.**  
*Member of the Colorado Bar Association*

**Dana Nottingham, Esq.**  
*Member of the Colorado Bar Association*

Randall M. Calvert, JD, Law Clerk

B. Mandy Dobbs-Parrish, Law Clerk  
*Associate Member of the Colorado Bar Association-Law Clerk*  
*Certified Professional Mediator/Arbitrator*

Anna Kopnina, Legal Assistant

December 5, 2006

**VIA FAX#303.766.1181**

Mark Tschetter, Esq.  
Hopkins & Tschetter, P.C.  
2821 S. Parker Road, Suite 228  
Aurora, CO 80015

RE: Erdal Sonmez, et al v. AMS West, LLC dba Pinnacle/Counterclaim  
Case No. 06C7845

Dear Mr. Tschetter:

After much discussion with our clients, Erdal and Effie Sonmez, review of their receipts and expenditures resulting from the case filed by your client which was dismissed, we are proposing a settlement of \$5,000.00. The fact that our clients did everything possible to comply, even with the assistance of the Dish installer who works on a regular basis in that complex, your clients still persisted in wanting the eviction of this family. We have provided a statement from the Dish installer as to how he assisted this family 3 different times with the placement of the Dish, the same positions he has provided for other residents for whom there was no objection whatsoever. This family had never been late for a single rent payment. Additionally, photos were taken, and provided to the Court, of multiple balconies that far exceeded what would be considered appropriate numbers and type of items...the balcony of our client contained simply the Dish and a table and 2 chairs. Further we have statements from other residents who have advised that the management repeatedly asked other residents about the religious practices of our clients. All of this was not only humiliating, but created tremendous hardship for these young parents in that after a time they simply disconnected their Dish, and rented movies, not even using their television at all.

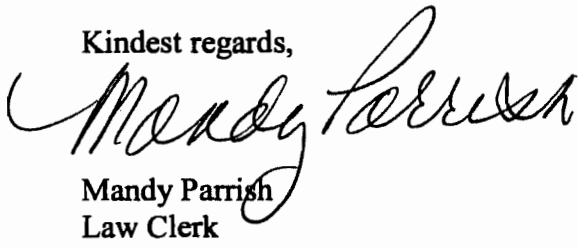


Further, after your clients had told the Sonmez family that they were to move, they came to them and asked if they wanted to sign a lease renewal. By this time they had already made arrangements to move and signed a lease with another complex. This move alone cost them over \$1,500.00.

Finally, the agreement in that facility is that if you refer a new tenant and they sign a lease, you receive a \$500.00 fee. The Sonmez family did so, the tenant was referred, signed a lease and is still living in the complex. They have never received their fee, even though they repeatedly requested it and were advised it was forthcoming. Other tenants receive such fees in very short order, and it again seems a matter of some form of prejudicial behavior against our clients.

We ask that you contact our office so that we may resolve this within the next 30 days, or we will find it necessary to have the Court make a decision in this matter.

Kindest regards,

A handwritten signature in cursive script that reads "Mandy Parrish". The signature is written in black ink and is positioned to the right of the typed name.

Mandy Parrish  
Law Clerk

attachment

6400 S. Fiddler's Green, Suite 2020  
Greenwood Village, Colorado 80111-4962  
Phone: 303.740.7900 Fax 303.740.7937

## Law Office of David R. Calvert

FILE COPY

David R. Calvert, Esq.  
*Member of the Colorado Bar Association*

Dana Nottingham, Esq.  
*Member of the Colorado Bar Association*

Randall M. Calvert, JD, Law Clerk

B. Mandy Dobbs-Parrish, Law Clerk  
*Associate Member of the Colorado Bar Association-Law Clerk  
Certified Professional Mediator/Arbitrator*

Anna Kopnina, Legal Assistant  
Michelle Hildreth, Legal Assistant

March 20, 2007

Lindsay McGrath, Esq.  
Hopkins, Tschetter, Sulzer, P.C.  
2821 S. Parker Road, Suite 228  
Aurora, CO 80014

RE: Sonmez, Eddie and Effie  
Case No. 06C7845

Dear Ms. McGrath:

This letter is to advise that our clients are now at the point they would prefer to let the Court make a decision in this matter. In all honesty, I have been shuffled between paralegals, a couple of other attorneys and yourself for the past six months. In the hall of the Courtroom the attorney from your office advised that they wanted to settle this matter. We have repeatedly provided our exhibits and constant reiteration of the problems that were created for our clients through no wrong-doing on their part.

I ask that you contact our office not later than April 15, 2007 so that we may resolve this matter, or we see no alternative but to get back into Court.

Kindest regards,

Mandy Parrish  
Law Clerk



# DP PARALEGAL SERVICES

5677 S. Park Place, C-101  
Greenwood Village, CO 80111

(303) 803-4486  
Fax: (303) 740-7937 - *firm*  
e-mail: [mparrish\\_lawfirm@yahoo.com](mailto:mparrish_lawfirm@yahoo.com)  
*↳ personal email*

---

MAKE CHECK PAYABLE TO: BRENDA DOBBS-PARRISH

## INVOICE

July 31, 2006

Project: *AMS West LLC d/b/a Pinnacle v. Erdal Sonmez*

Telephone conferences with client, call to opposing counsel	.50
Review of Complaint	.50
Preparation of Answer and Counterclaim	.50
Total time:	1.5
1.5 hours @ \$50.00	\$75.00
<b>Total Due:</b>	<b>\$75.00</b>

