

Filed

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Div 21

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2011PR828 ESTATE OF EMMA PARR

DIVISION 21

Clerk of the Combined Court
Arapahoe County, Colorado

**AFFIDAVIT OF LARRY W. PARR - RE: MARCO CHAYET, ESQ. AND RODNEY SNOW,
ESQ.**

COUNTY OF ARAPAHOE)

)

STATE OF COLORADO)

THE AFFIANT Larry Parr, do hereby state and affirm, under penalty of Perjury, as follows:

1. I declare, in 1995, Emma Parr, my mother and I entered into an agreement for the purpose of assuring my continued full and uninterrupted commercial ingress/egress and access through the property she then owned consisting of 4.2 acres. The legal description of this property is 2077-08-4-00-021 (Parcel 21), with a house and 2077-08-4-00-022 (Parcel 22) located at 2690 W. Union Avenue, Englewood, Colorado. This agreement also assured me the continued full and uninterrupted use of the house on Parcel 21 as my business office and Parcel 22 for my RV storage business.
2. I declare, in the summer of 2005, my mother and I sought a referral from Prudential Insurance Company for a qualified attorney to prepare a 30 year lease agreement [Lease] between the E. Parr Family Limited Partnership [Partnership], established by Emma Parr in 2000, and Arapahoe Storage Inc., my business, for a term of 30 years to coincide with section 1.4 of the Partnership that states "unless otherwise terminated, this Partnership shall commence as of the date of the filing of the Certificate of the Limited Partnership, and shall continue for a period of thirty (30) years."¹

¹E. Parr Family Limited Partnership

EXHIBIT 1

3. I declare before 2005, I had never rented or leased property and other than the Special Warranty Deed in which my mother gifted land to me, and had never read a contract concerning property. I had little to no prior experience working with attorneys or what should typically be contain within legal documents and I was naïve about matters concerning lease agreements.
4. I declare John Malbachner, District Representative of Prudential Insurance Company, and Jim O'Leary, Attorney for the District of Prudential Insurance Company, who handled the Partnership, recommended Marco Chayet, and Frank Danzo, of the law firm of Chayet Young Dawson Meegan & Danzo, LLC.
5. I declare in the summer of 2005, the initial meeting was held at the office of Chayet Young Dawson Meegan & Danzo, LLC, then located at 425 S. Cherry St., Denver, CO 80246, and was attended by Marco Chayet, Esq., Frank Danzo, Esq., John Malbachner, Jim O'Leary, Dennis Parr, with his C.P.A., Rod Hester, and me, with my C.P.A., Michael Green to commence drafting the Lease.
6. Thereafter, and until its completion, Marco Chayet and Frank Danzo worked closely with Michael Green, on behalf of Larry Parr, and Rod Hester, on behalf of Dennis Parr, during the creation of the Lease as demonstrated through written correspondence.^{2 3 4} As demonstrated through the written correspondence documents, Dennis Parr and Rod Hester, were fully involved in the preparation of the Lease and approved of the completed agreement.
7. An attorney/client relationship existed whereby I sought and received the advice and assistance of Marco Chayet, Esq., Frank Danzo, Esq. of the firm Chayet Young Dawson Meegan & Danzo, LLC. on behalf of Arapahoe Storage Inc. and the Partnership in the legal matter concerning the construction of the Lease. I recognized Marco Chayet and Frank Danzo as competent and

² Letter from Michael Green to Larry Parr, September 24, 2005

³ Email conversation among Michael Green, Rod Hester, and Frank Danzo, October 13, 2005

⁴ Email conversation among Michael Green, Rod Hester, and Frank Danzo, November 4, 2005

qualified Officers of the Court trusted their decisions while constructing the Lease.

8. Marco Chayet and Frank Danzo failed to exercise ordinary care, skill, and diligence in the performance of their legal services to me; and unethically and deliberately prepared an unprofessional and undefendable Lease⁵ (Exhibit 1) that was open to attack in the legal proceedings involved in Case No. 2011PR828, and ultimately lead to the eviction of my business in 2012, and the sale of Parcels 21 and 22 in 2013, by Tamra Palmer. As a result, the sale landlocked the property of the Larry W. Parr Living Trust property and consequently, a \$2.2 million judgement was entered against Arapahoe Storage Inc., and me (and fraudulently against Larry W. Parr Living Trust) by Judge Fasing on April 30, 2015. The ultimate consequence is that I had no resort but to file Chapter 11 Bankruptcy which has subsequently been converted to Chapter 7 Bankruptcy.
9. I declare my intention for this Lease agreement was fairness to the Partnership, Arapahoe Storage Inc., and ultimately, to my mother, Emma Parr.
10. Marco Chayet and Frank Danzo neglected to add a cover page for the Lease that should have documented the names of Marco Chayet and Frank Danzo, as creators of the Lease and their name of the firm, to Chayet Young Dawson Meegan & Danzo, LLC.
11. Marco Chayet and Frank Danzo failed my intention to make this Lease triple net, including property tax and insurance, utilities and maintenance of the Partnership property.
12. Marco Chayet and Frank Danzo deliberately failed to set this lease at fair market value and convinced Rod Hester, Dennis Parr and Michael Green that a fair and proper lease payment for the Partnership property was \$2,500 per year with a 5% increase per annum with triple net lease.
13. I declare that on several occasions, I instructed all involved to make this Lease fair market value. On September 6, 2005,

⁵ 30 Year Lease Agreement, signed November 21, 2005

Michael Green documented my willingness "to pay any amount of rent,"⁶ In his letter dated September 24, 2005,⁷ Michael Green stated that I instructed him to use \$5,000/year rent for the Lease; Marco Chayet and Frank Danzo still deliberately set the rent at half of this amount, leaving the Lease open to attack in any legal proceedings.

14. Marco Chayet and Frank Danzo deliberately failed to include any explanation for the purpose and the reasoning of why the Lease term was 30 years and why the rent was only \$2,500 a year with a five percent increase per annum, leaving the Lease open to attack in any legal proceedings.
15. Marco Chayet, Frank Danzo, Michael Green, and Rod Hester had numerous conversations^{8 9 10} and all agreed: (1) The Lease should be backdated to the year 2000, to coincide with the creation of the Partnership. (2) The intent of the Partnership was to preserve the property as an investment and further discussed how to structure the Lease "to comply with the stated objective of the partnership." (3) The Lease reflected fair market values. On November 4, 2005, Frank Danzo stated, "Steve is only waiting on the final fair market values for the leases to plug in." (Steven Young, Esq. was one of the partners of Chayet Young Dawson Meegan & Danzo, LLC.)
16. By the completion of the Lease agreement on November 21, 2005, Arapahoe Storage Inc., remitted to the firm Chayet Young Dawson Meegan & Danzo, LLC, \$6,433.25 for their advice, assistance and the creation of the agreement. This was a contractual relationship that was expressly created by a written contract that is implied from the emails from Frank Danzo, Esq. and his actions and the actions of Marco Chayet, Esq. I have a

⁶ Michael Green' billing statement, December 14, 2005

⁷ Letter from Michael Green to Larry Parr, September 24, 2005

⁸ Letter from Michael Green to Larry Parr, September 24, 2005

⁹ Email conversation among Michael Green, Rod Hester, and Frank Danzo, October 13, 2005

¹⁰ Email conversation among Michael Green, Rod Hester, and Frank Danzo, November 4, 2005

reasonable belief, which is induced by the representations or conduct of Marco Chayet and Frank Danzo that I was being represented by them and an attorney/client relationship existed.

17. I declare I signed the Lease as General Partner of the Partnership, and President of Arapahoe Storage Inc., on November 21, 2005. The exact same day I signed the Lease, I opened the Partnership checking account with Wells Fargo Bank with a deposit of \$2,500,¹¹ and followed it with a second deposit, on December 30, 2005, of a check for \$10,000 from Mark Yevoli, as partner of Arapahoe Storage Inc. (Exhibit 3)
18. Marco Chayet and Frank Danzo backdated the lease to the year 2000, and deliberately omitted any discussion or explanation within the lease to explain the reasoning as to why it was backdated. With this in mind, they failed to further address the ambiguous situation of the changed status of Arapahoe Storage during this time; from 1995 through 2003, the company was operated as a proprietorship until it became an "S" corporation in 2003, leaving the Lease open to attack in any legal proceedings.
19. On the signature page, they deliberately omitted the date the lease was signed and signature lines and dates for Emma Parr's and Dennis Parr's signatures, who had limited interests in the Partnership, leaving the Lease open to attack in any legal proceedings.
20. As Marco Chayet and Frank Danzo determined, the only signatures required on the Lease were those of the General Partner of the Partnership and the representative of Arapahoe Storage Inc., This created a conflict of interest because the responsible representative for each, the Partnership and Arapahoe Storage Inc., was me, leaving the Lease open to attack in any legal proceedings.

¹¹ Deposits to Wells Fargo Bank for 30 Year Lease Agreement, Nov. 21, 2005 and Dec. 30, 2005

21. Marco Chayet and Frank Danzo deliberately neglected to add a section to the Lease for legal notarization to validate this document, leaving the Lease open to attack in any legal proceedings. Attorneys who specialize in partnerships, trusts, and leases, as they advertise, would never fail to omit this vital and necessary validation.
22. The completed Lease from Marco Chayet and Frank Danzo, originally stated under Item 14, "Any legal proceedings instituted to enforce provisions of this lease shall be maintained in Kit Carson County in the state of Colorado." I declare that I noticed this error, Frank Danzo told me that the verbiage of this Lease was simply copied from another client's lease and that he would make the changes. This error was never corrected on the original lease document given to Mark Yevoli¹² (Exhibit 3) to sign as co-owner of Arapahoe storage, whose name should have been added, as well as Emma Parr's name, on a one and only original lease. The fact that two versions of the Lease coexisted, left the Lease open to attack in any legal proceedings
23. Between February, and April, 2006, I contacted Marco Chayet and Frank Danzo five times regarding this error before it was corrected on April 5, 2006.¹³ While this correction was made on my copy, it was never corrected on Mark Yevoil's. Marco Chayet and Frank Danzo deliberately made it appear as though a layperson, copied someone else's lease in an attempt to create a self-dealing vessel. Marco Chayet and Frank Danzo prepared two copies of the exact same lease document; one with for signature of Mark Yevoli, as owner of Arapahoe Storage Inc., and one for the signature of Larry Parr, as owner of Arapahoe Storage Inc. All of the required signatures for this lease document should have been on one document. Further, the two leases use different

¹² 30 year lease agreement signed by Mark Yevoli

¹³ Notes from Larry Parr to Marco Chayet and Frank Danzo, February 20th - April 4, 2006

page layouts and different footnotes, which again, create a non-professional appearance.

24. Throughout the course of Case No. 2011PR828, the Lease, as it was written by Marco Chayet, Tamra Palmer, the former 18th Judicial District Public Administrator, who was appointed Trustee of the Emma Parr Trust No. 1 by Judge Fasing in 2011, attacked the validity of the Lease, by stating it was a self-dealing vessel and that the Lease appeared to be created in 2005, and retroactive back to 2001. She declared that it was absolutely not a fair market value lease, that the Lease appeared, on its face, to benefit Larry Parr over Emma Parr and that "Larry Parr had a conflict of interest at the time he was making those leases."¹⁴
25. Tamra Palmer objected to the Lease term stating that this Lease goes from January 1, 2001, until December 31, of 2031, which is not a reasonable amount of time.¹⁵
26. She objected to the rate of rent since the Lease provided \$2,500 a year for rent, with a five percent increase per annum and that 30 years is a long time to value a lease at \$2,500 a year. "It's really low."
27. Tamra Palmer found fault with the signatures on the Lease. She stated, "Larry Parr is acting as a General Partner, signs on behalf of the Partnership he also signs as the owner of Arapahoe Storage Inc.," She continued to say that Emma Parr's signature on the Lease was dated May, 26, 2006 and that, to her "looks like an afterthought, there's no line for her." Palmer also objected that the Lease was not signed by Dennis Parr who was the other Limited Partner.
28. Tamra Palmer also had a problem as to why two copies of the exact same Lease document were made; one with the signature of Mark Yevoli as owner of Arapahoe Storage and the other signed by Larry Parr as owner of Arapahoe Storage. "If you have a 30-year

¹⁴ Transcript: May 25, 2011: p. pages 44-47, 50 and 72

¹⁵ *ibid*

- lease, why would you resign it, if it was a valid lease to begin with? We have two leases that's signed by different people."
29. Tamra Palmer contested that the Leases "were signed by a company that presumably in 2001, didn't exist." Her contention was based on the fact that when the RV storage company first began, it was operated as a proprietorship by Larry Parr using the name Arapahoe Storage, D.B.A. Arapahoe Storage Inc., became incorporated in 2003. The Lease agreement was made Arapahoe Storage Inc., and the Partnership in 2005.
 30. Tamra Palmer asserted that Larry Parr failed his fiduciary responsibility when he had the Lease agreement made because (1) "Larry is acting as a fiduciary for his mother, and is also an owner." (2) "It's dated January 1 of 2001 with a footnote stating it was created in 2005." (3) "This lease certainly benefits him [Larry Parr]. I think it is -- definitely falls under self-dealing." (4) "He could have had somebody else approve this lease besides himself. He probably, or he should have probably had someone value what that lease [was]." (5) "Larry Parr wanted more of the profits from his own business."
 31. Judge Fasing concurred with Tamra Palmer's assertions that the lease was invalid and annulled it. This left Arapahoe Storage Inc. and me vulnerable to further litigation and damages amounting at this time, to over \$2.2M.
 32. The firm Chayet Young Dawson Meegan & Danzo, LLC had a reasonable amount of time, over 4 months, to consider their options. In the course of the four months, Frank Danzo, with the assistance of Steve Young, Esq., completed the Lease. During that entire time, they were supplied with all of Emma Parr's estate documents and tax returns. Also, during these four months, Larry Parr informed Frank Danzo that a serious purchase offer of \$6 million was made in 2004, from a land developer, Chauncey Dunn, for the Partnership property and the Larry W. Parr Living Trust property. (Larry had presented this offer in a Partnership meeting in 2004, to both Emma Parr and Dennis Parr and all were in agreement to decline the offer.)

33. Marco Chayet and Frank Danzo breached their attorney-client contract with me. While they certainly were competent to write a binding and legal lease contract, they committed a wrong when they failed to disclose conflicts of interest in the completed lease; they also failed their obligation to inform me about fair market values and other pertinent matters, and betrayed confidentiality.
34. Marco Chayet and Frank Danzo had several options for the conditions of the lease available to them. I exhibited that I was open to this agreement and I included Dennis Parr and his C.P.A. in the preparation. I was extremely flexible with regard to the amount of rent ultimately for the benefit of Emma Parr, my mother.
35. Marco Chayet and Frank Danzo performed legal malpractice when they breached the standard of care; a reasonably prudent attorney acting under the same circumstances and with the level of care, skill, and diligence necessary to provide the same legal services, would not have made the same decisions and would certainly conclude that the decisions of Marco Chayet and Frank Danzo, while constructing this agreement, were unethical.
36. Marco Chayet and Frank Danzo were malfeasant and unethical in their duty to me, Arapahoe Storage Inc., and the Partnership and ultimately Emma Parr when they purposely misrepresented me and deliberately made the final copy of the 30 year lease to appear as though I, a layperson, and not a reputable law firm, wrote it through self-dealing motives and efforts. Marco Chayet and Frank Danzo misrepresented me when they wrote this lease to make it look as though I prepared this Lease to take advantage of my elderly mother; which never happened.
37. Marco Chayet and Frank Danzo committed fraud because Arapahoe Storage Inc., the Partnership, and I relied on their competency and loyalty to their attorney/client relationship.
38. I declare that Marco Chayet and Frank Danzo were presented the original Partnership agreement for review by Michael Green, C.P.A., who was provided this agreement in September, 2005, for

the purpose of writing a 30 Year Lease [Lease]. Marco Chayet and Frank Danzo took possession of the Partnership agreement and kept it at their office for reference and they were the only persons who had possession of the Partnership and the Trust in the time from September through mid-December, 2005.

39. The office of Chayet Young Dawson Meegan & Danzo, LLC, was located at 425 S. Cherry St., Denver, CO 80246, in 2005. Also located at this same address, was the office of Dixon & Snow PC. It is a fact that Marco Chayet and Rodney Snow were, at least, acquaintances.
40. I declare that only one set of original documents existed for each; the Emma Parr Trust No. 1 [Trust] and the E. Parr Family Limited Partnership [Partnership]. To my knowledge and belief, neither Dennis Parr, my brother, nor I had possession of either of these two documents or any copies of them and to my knowledge and belief, during the time between September, 2005, and January, 2006, no copies existed for the Partnership and for the Trust. And, according to Emma Parr's desire, these original documents were always kept in the fireproof safe.
41. I declare that during the time the 30 Year Lease Agreement was being written by Chayet Young Dawson Meegan & Danzo, LLC, I informed Frank Danzo of a serious purchase offer for the Partnership property and the Larry W. Parr Living Trust property (consisting of 8 acres) in the amount of \$6 million was made in 2004, by land developer, Chauncey Dunn.
42. I declare that throughout the preparation of the Lease, Dennis claimed he did not have a copy of the Partnership. It was only through me, with my mother's permission, that Marco Chayet and Frank Danzo had the Partnership document; I never supplied Rodney Snow this document. Therefore, the only way Rodney Snow could have received a copy of the Partnership was through Marco Chayet and Frank Danzo.
43. On November 28, 2005, Rodney Snow, of Dixon & Snow P.C. met Emma Parr for the first time to "discuss the Partnership" . . .

"among other things."¹⁶ I declare that Emma did not have the Partnership document on this day because it was still in the possession of Marco Chayet and Frank Danzo.

44. During the hearing on April 6, 2015, Rodney Snow, testified that he reviewed the Partnership in late November, 2005,¹⁷ and according to his billing,¹⁸ the actual date was November 28, 2005. Since Emma Parr did not have the Partnership agreement with her to discuss it with Rodney Snow, on Monday, November 28, 2005, the only way Rodney Snow could have had access to the Partnership agreement was through the complicity of Marco Chayet and Frank Danzo.
45. In March, 2006, Rodney Snow filed Case No. 2007CV3199 naming Emma Parr as Plaintiff, when in reality, he was working for and on behalf of Dennis Parr, and therefore initiated a fraudulent suit against me.
46. I declare that Frank Danzo admitted to me that he knew it was Dennis Parr, not Emma Parr, who was initiating suit against me through Rodney Snow. The fraudulent preparation of this lease would have given Rodney Snow the same vehicle to remove Arapahoe Storage Inc., from the Partnership property in 2006, as it did Tamra Palmer in 2012, when she succeeded in evicting my business from the property.
47. The attorneys at Chayet Young Dawson Meegan & Danzo, LLC breached their fiduciary duty through collusion and by putting their interests or at least Dennis Parr's interest, ahead of mine, as their client, and that of Arapahoe Storage Inc., and the Partnership and ultimately, Emma Parr.
48. I believe there was/is a fraudulent conspiracy and collusion between Marco Chayet, Frank Danzo and Rodney Snow (and possibly others.)

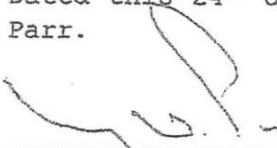
¹⁶ Transcript: Testimony of Rodney Snow; April 6, 2015, p. 20

¹⁷ Transcript: Testimony of Rodney Snow; April 6, 2015, p. 20

¹⁸ Billing Statement: Rodney Snow, November 28, 2005

49. It is documented in my OBJECTION TO THE INFORMAL PROBATE OF THE LAST WILL AND TESTIMENT OF EMMA PARR, DATED NOVEMBER 28, 2005, filed with Case No. 2011PR828 on October 29, 2015, that Rodney Snow and Dennis Parr colluded together to induce 83 year old Emma Parr, an At-risk Elder, to sign fabricated and fraudulent documents solely for their intention to control her estate through fraud, duress and undue influence.
50. Rodney Snow had 14 days to respond to the above said Objection, which included six exhibits that clearly testify to and expose his malfeasance, and unethical and criminal behavior. His lack of response makes it blatantly clear and proves that Dennis Parr and Rodney Snow colluded together to embezzled money and valuables from Emma Parr, an At-risk Elder. Victim Emma Parr trusted them and so knowing, they deliberately fabricated documents and intentionally misrepresented the contents of the document they coerced her to sign. As a direct result of their criminal and surreptitious actions, Emma Parr suffered duress and financial harm of over \$100,000.
51. Marco Chayet's voracious and greedy appetite for the \$6 million estate was left wanting in 2005, and 2006. In 2007, when Dennis Parr and Rodney Snow began another coup to control the Estate of Emma Parr through Dennis' application for guardianship and conservatorship of my mother, Marco Chayet automatically put himself in the position as my mother's GAL as part of the coup. However, he was forced to withdraw from this position once his conflict of interest was exposed. In 2013, when Tamra Palmer, Court assigned Trustee was forced to withdraw from her position due to conflict of interest, Marco Chayet once again attempted to position himself as Trustee of the Emma Parr estate. Again, he was forced to withdraw due to conflict of interest.
52. The above affidavit is presently being submitted to various local, State and Federal law enforcement agencies for criminal prosecution.

Dated this 24th day of November, 2015, by the Affiant, Mr. Larry Parr.



/s/Larry Parr

Subscribed and sworn before me this 24th day of November, 2015



Notary Public

My Commission expires: 10/28/17

<p>PRISCILLA SANDOVAL Notary Public State of Colorado Notary ID: 20134068145 My Commission Expires Oct. 28, 2017</p>

CERTIFICATE OF SERVICE

I hereby certify that I mailed (via US Mail first class prepaid) a true and correct copy of this Affidavit and Exhibits to the following persons on November 24, 2015:

Senator Laura Woods:
c/o P.O. Box 740388
Arvada, CO 80006

Arapahoe County District Court
c/o: Chief Justice Carlos Samour
Arapahoe County Justice Center
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Ms. Judy Simmons
P.O. Box 3067
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Arapahoe County District Court Clerk personally served on Clerk
Case no. 11PR828



/s/ Larry W. Parr

INDEX OF EXHIBITS

Exhibit 1; 30 Year Lease agreement signed by Larry Parr

Exhibit 2; 30 Year Lease agreement signed by Mark Yevoli

Exhibit 3; Deposits to Wells Fargo Bank for 30 Year Lease Agreement,
Nov. 21, 2005 and Dec. 30, 2005