

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO 7325 South Potomac Street Centennial, Colorado 80112 (303-649-6355	Filed SEP 27 2016 Clerk of the Combined Court Arapahoe County, Colorado ▲ COURT USE ONLY ▲
IN THE MATTER OF THE ESTATE OF EMMA PARR Deceased	Case No. 2015PR30551 and Case No. 2011PR828 Div. 21
Name: Larry Parr, Pro Se and Interested party Address: 2710 West Union Ave. Englewood, Colorado 80110 Telephone: (303) 795-2330 E-mail: mr.larryparr@gmail.com	AMENDED OBJECTION TO THE INFORMAL PROBATE OF THE LAST WILL AND TESTAMENT OF EMMA PARR, DATED NOVEMBER 28, 2005

Comes now Larry Parr, Pro Se, and interested person, for his Amended Objection to the Informal Probate of the Last Will and Testament of Emma Parr, dated November 28, 2005. The Petitioner states and affirms as follows:

Background and General Facts

1. On September 7, 1989, Emma prepared her Last Will and Testament of Emma Parr. (Available upon request) and established the Emma Parr Trust Number 1 (Trust) (Available upon request), a revocable trust designating Larry Parr (Larry) as Trustee of

the Trust, and designated Larry as her Guardian, Conservator and Power Of Attorney.

2. In December, 2000, Emma established the E. Parr Family Limited Partnership (Partnership) (Available upon request), appraised at \$650,000, naming Larry General Partner.
3. On February 8, 2008, Dennis Parr (Dennis) stated under oath that he had maintained a long-term acquaintanceship with Rodney Snow, Esq. for approximately 10 years and that he, Dennis, willfully and independently got his mother, Emma involved with his attorney, Rodney Snow, Esq. in 2005. (Exhibit 1)
4. On two occasions, November 28, and December 1, 2005, Mr. Dennis Parr (Dennis), in a position of trust, drove Ms. Emma Parr (Emma) under false pretenses to 425 South Cherry St., Denver, CO 80246, and the office of his attorney, Rodney Snow, of Dixon & Snow PC. (Exhibit 2)
5. In the Affidavit of Emma Parr (Affidavit) (Exhibit 3), Emma swore:
 - a. She thought the purpose of the meetings at the office of Rodney Snow, concerned rents on property involving the Wayne Parr estate litigation and were unrelated to her estate.

- b. Because of her diabetes, she could not read the documents that Dennis and Rod Snow made her sign.
 - c. No one explained the contents of the documents presented to her for her signature.
 - d. At no time was she advised by neither Dennis nor his attorney, Rodney Snow, that she was going to sign papers that adversely affected Larry Parr.
6. On January 25, 2006, Emma declared to Linda Parr, Larry's wife, now deceased from A.L.S. (Exhibit 4):
- e. She did not willfully retain Rodney Snow.
 - f. Before November 28, 2005, she had never met Rodney Snow. This is demonstrated in her conversation whereby she consistently referred to Rodney Snow, Esq. as "the lawyer" and not by his name, as she did in the ensuing months of 2006.
 - g. She never signed or received a letter of engagement for legal services from Rodney Snow, Esq. defining the legal relationship between him, as her alleged attorney, and her, as his alleged client.
 - h. She thought the reason Dennis drove her to the meetings at the office of Rodney Snow, Esq. was to talk about the property involved in the Wayne Parr estate.

- i. Because of her diabetes, she could not read the documents that Dennis and Rod Snow made her sign on November 28, and December 1, 2005.
 - j. She did not comprehend what she was given to sign by stating, "and after I read it I couldn't understand it"
 - k. She was misled to believe that her signature on the documents was necessary to show she attended the meeting.
 - l. "Well, but, as far as I know, he [Rodney Snow, Esq.] just never really did explain anything to me. I didn't think I was signing anything that bad for Larry or the attorney."
7. On January 29, 2006, check number 1716, from Emma's checking account for the amount of \$2,500 to Rodney Snow, Esq., was written by Dennis and signed by Emma. (Exhibit 5) To best knowledge and belief, Dennis had Emma sign this check with no explanation. Emma later wrote "Lawer" on the stub to recall who "Rod Snow" was.
 8. During both meetings, Dennis was present and participated in the discussions and writing of the said documents. This is in stark contrast to the meeting held by William Schmidt, Esq. on August 3, 2006, when Emma willfully amended her estate documents without the presence of Larry.

9. Rodney Snow, and/or his firm, never sent any invoices or statements to Emma' residence of 2690 W. Union, and all billings that pertained to the documents signed by Emma were mailed directly to Dennis at his residence at 2727 West Union Ave., Englewood, CO 80110, or to Ty Gates, the manager of Dennis's landscape company, at Mr. Gates residence at 6483 South Kipling Court, Littleton, CO 80127. (Exhibit 6)
10. The first time Rodney Snow, Esq. ever met with Emma was on November 28, 2005, during a 3 hour meeting for "discussion of wide range of subjects, including her new Will, the E. Parr Partnership, the possible Living Trust . . ." (Please refer to Exhibit 2) The Will Rodney Snow, Esq. prepared for Emma was dated, signed by Emma and notarized on that same day. (Exhibit 7)
11. The original and only copies of the Trust and Partnership were held in the office of Chayet, Young, Dawson, Meegan & Danzo, LLC, located in the same building as Dixon & Snow, PC. for legal matters involving lease agreements and Trust matters. Emma, at the time of these meeting did not have these documents to discuss with Rodney Snow.

12. Emma was never given a copy of the Will or any other documents prepared by Rodney Snow, that she signed on November 28, or December 1, 2005.
13. By the year 2005, Emma had suffered with diabetes for 24 years and had at least two corrective eye surgeries and was told she could not have another surgery; she was only able to discern large images and reading standard sized print was quite impossible because her vision was blurred. (Exhibit 8)
14. On May 25, 2011, Patty Jones, Conservator, when asked if she knew about the 2005 lawsuit, testified, "I knew very little of it, only for the fact that Emma really didn't know a lot about it either."
15. Sometime after December 1, 2005, Emma discovered that one of the documents she signed that day was the Last Will and Testament of Emma which Rodney Snow, Esq. had prepared the day they first met and within those three hours, without any previous discussion with her as to her intended decrees as evidenced in Rodney Snow's billings.
16. Emma never received any copies of the documents Dennis and his attorney, Rodney Snow, had coerced her to sign.
17. Sometime in March, 2006, Emma discovered that Dennis had not only withdrawn \$13,000 from her Wells Fargo bank account, but

also took all of her items of value, including Municipal Bonds, papers, precious jewelry and heirlooms from her safety deposit box.

18. Sometime in March, 2006, Emma learned through the manager at Smith Barney, that in December, 2005, Dennis had withdrawn \$60,000 from Emma's account and deposited \$45,274.18 of that money in another account that he opened that same day in his name only. (Exhibit 9) To best knowledge and belief, the balance of this money, \$14,725.82, was used by Dennis to pay Rodney Snow, Esq.
19. In a recorded conversation between Emma and Larry, in June, 2006, Emma stated that she did not know what was written in the Will that Rodney Snow, Dennis's attorney, wrote. (Audio recording available upon request.)
20. On May 29, 2006, in a recorded conversation between Emma and Rodney Snow, Esq. in Emma's home, the following discussions included: (Audio recording available upon request)
 - m. Emma asked Rodney Snow, Esq. what the Will he had written read, to which Rodney Snow, Esq. never answered or explained. He said he would give her a copy, but he never did.

- n. When she asked Rodney Snow, Esq. who had possession of the Will that he made her sign, Rodney Snow, Esq. replied that "Dennis has it for safekeeping so no one can see it."
- o. When she asked him who her Power of Attorney was, Rodney Snow, Esq. answered, "Well, Larry had it until Denny asked him not to."
- p. Emma declared that she was in her "right mind" and knew what she wanted, to which Rodney Snow, Esq. agreed.
- q. Emma stated that she did not want Dennis to be her Power Of Attorney because Dennis withdrew money and valuables from her accounts amassing to over \$100,000, for his personal use, after he was designated Emma's Power Of Attorney through Rodney Snow's documents which she signed at Rodney Snow's office.
21. Moreover, on May 29, 2006, Emma declared to Rodney Snow, Esq. that she knew that he, Dennis, and Judy Simmons, were complicit and that all of the ensuing consequences of the events beginning, November 28, 2005, were a result of their conspiracy to not only take her money, but to also take control of the Partnership property as they were doing with the Wayne Parr estate. Rodney Snow, Esq. did not deny her words or defend himself and by so doing, he acknowledged her accusations.

22. Emma suffered damages of over \$100,000 through Dennis' use of the fraudulent Power of Attorney, prepared by Rodney Snow.
23. The critical evidence of the existence of the Will, was withheld by Dennis Parr and his associated attorneys, Martin Plank, Esq., during the entire proceedings for Case No. 2011PR828, until April 6, 2015, and all of Case No. 2007PR579.
24. The Will, written by Rodney Snow, Esq. and Dennis, was submitted as evidence for Case No. 2011PR828 during the April 6, 2015, hearing. When this Will was entered as evidence upon which Judge Fasing ruled against Larry, by Dennis Parr and his attorneys committed Fraud upon the Court.
25. After numerous meetings with William Schmidt, Esq. beginning in May, 2006, Emma retained his legal services (Exhibit 10) and on August 3, 2006, Emma signed the Last Will and Testament of Emma Parr and, under Article 10.3 of the Partnership agreement Emma assigned, transferred and conveyed her 94% shares to the Trust, and made herself and Larry Co-Trustees of the Trust and Larry the sole beneficiary, all on August 3, 2006, as per her fulfillment of the property purchase agreement between herself and Larry. (Exhibit 11)
26. On March 14, 2006, unbeknown to Larry and his attorney, Mr. Andrew Bubb, Esq., Rodney Snow, Esq. and Dennis Parr had Emma

Parr's mental capacity evaluated by Charles Hazelhurst, PhD, ABPP, FAACP who knew the statutes and jury instructions associated with a competency evaluation and found Emma Parr to be "quite competent." (Exhibit 12) The payment for this evaluation was with a check written out by Dennis, from Emma's checking account and signed by Emma. (Exhibit 13)

27. During her August 3, 2006, meeting with her attorney, William Schmidt, Esq., which was recorded (Audio recording available upon request), Emma stated in their recorded conversation: "I found out that Dennis was in there [her safety deposit box] and took some of my real good diamond rings. . . So he admitted he got into the rings and that jewelry." Dennis also stole her Municipal bonds and titles to her two automobiles that she kept in her safety deposit box.." (Please refer to Exhibit 11)
28. On August 3, 2006, Emma also restored Larry Parr's position as General Partner of the Partnership, and reappointed him as her Power of Attorney.
29. Based on said evaluation by Dr. Hazelhurst, Emma was in sound mind when she amended her estate on August 3, 2006. On March 14, 2006, just 4 months after her competency evaluation. Further, Rodney Snow, Esq. knew that Emma was competent on May 29, 2006, and agreed with Emma when she spoke with him in her

home (as documented in the May 29, 2006 Audio recording of Emma and Rodney Snow; available upon request.)

30. To best knowledge and belief, Dennis was aware of this evaluation and possessed a copy of it. The material evidence of Dr. Hazelhurst's evaluation of Emma was concealed by Dennis and his associated attorneys, Martin Plank, Esq., during the entire proceedings for Case No. 2011PR828 and Case No. 2007PR579, since 2011. This material omission by Dennis Parr and his associated attorneys severely affected both of these cases; negatively impacting Larry Parr and the Emma Parr estate resulting in damages of over \$6M.
31. This material evidence was concealed by Martin Plank, Esq., Randolph Barnhart, Esq., Melissa Haley, Esq. and Dennis during all proceedings involving the Estate of Emma Parr for the purpose of making false allegations to the Court that Emma Parr was not competent and unduly influenced by Larry in 2006, when she met with William Schmidt to amend her estate documents.
32. On August 3, 2006, Emma reiterated to William Schmidt that she never received any copies of what she signed, including the Will, and she was still unaware of what it contained. (Please refer to Audio recording of the Last Will and Testament of Emma Parr, available upon request)

33. In the same recorded conversation on August 3, 2006, Emma stated that she was livid with Dennis and his attorney, Rodney Snow, because they took advantage of her vulnerability from visual impairment and coerced her to sign documents that she would not have, if she had understood their contents. She repeated these same sentiments in a previous conversation in June, 2006, with Larry stating, "I wouldn't give him [Dennis] anything. If I gave him a pencil, I would ask for it back."
34. In the recorded conversation between William Schmidt and Emma, she continued to tell him, "I used to tell Dennis, when he talks about Larry and about Wills, I told him, 'Does he [Dennis] want me to get closer to Rod Snow?' I told him, I said, 'I hate him, the way he's suing [Larry] and you getting back on me to sue for getting money out of Larry.' So I'm just, just tired of that and to make me sign and to write something. And I, three or four times I told him, and I said, 'I hate that Rod Snow' and he [Dennis] said, 'Why?' 'Because you have him suing Larry and I don't want that. I want it stopped.'"
35. Andrew Bubb, Esq., informed Rodney Snow, Esq. of the audio recordings on May 23, 2006. On May 29, 2006, Rodney Snow, Esq. visited Emma at her home in a last-ditch effort to further convince her of his lies. Emma read her handwritten letter to

him to stop acting as her attorney. She also informed Rodney Snow, Esq. that she was aware of the illicit deceptive actions he and Dennis undertook to defraud her. The next day, May 30, 2006, Rodney Snow, Esq. filed the Motion to Dismiss Case No. 2007CV1399.

36. On six separate occasions, Emma stated either verbally or in written documents that she did not want Rodney Snow, Esq. acting as her attorney. (Exhibit 14)
37. On August 3, 2006, Emma stated that she was livid with Dennis and hated Rodney Snow, Esq. for his exploitation of her and that she wanted to disinherit Dennis. (Please refer to Audio recording of the Last Will and Testament of Emma Parr, available upon request)
38. Emma was placed in Emeritus Assisted Living where she was mistreated and suffered from deplorable living conditions that became worse when its former director resigned sometime in 2009, and was replaced by Marisa Olson. (Exhibit 15)
39. Barton Cox, Emma's Court Appointed Guardian, acknowledged that Emma Parr needed more and better care and agreed that Emma would be moved out of Emeritus to reside in Larry's home. On February 1, 2011, he gave notice to Emeritus that Emma would be moving on February 28, 2011. On the same day, February 1, 2011,

Barton Cox retained the legal counsel of Jennifer Gormley, Esq. who demanded a written proposal by Larry to be approved by her, before Emma Parr could be moved. Upon her approval, Jennifer Gormley drafted a stipulated agreement to move Emma to Larry's house which was ADA compliant. The stipulated agreement was approved by all, with the exception of Dennis and Martin Plank, Esq.

40. The boarding cost at Emeritus was affordable for Larry, approximately \$4,500 per month, however with the added burden of additional fees for Barton Cox, his attorneys fees and Larry's attorney's fees escalated the cost to approximately \$11,000 per month starting February, 2011.
41. Larry informed Barton and Marisa Olsen that he would no longer provide his personal cash funds in excess of \$1,500 per month, which was part of his agreement with Emma, because he would not pay for the emotional and physical abuse Emma was forced to endure. In turn, Jennifer Gormley, caused an action to be filed with the Arapahoe County Probate Court, seeking removal of Larry Parr as Trustee and the appointment of a new Trustee, her business partner, Tamra Palmer, Esq.
42. As a result, in the early morning of April 6, 2011, Emma suffered at least one horrible blow with a blunt object to the

face that left both eyes black and blue and swollen. The assault happened at Emeritus while she was asleep in bed. She was found in bed the following morning and was sent to the emergency room for an examination and treatment. (Please see Exhibit 15 photo on page 7.) To best knowledge and belief, this action was taken by a staff member at Emeritus in retaliation against Larry for his refusal of funds to Emeritus. All of Emma's other expenses were paid in full by Larry.

43. Decedent, Emma Parr, born on January 22, 1922, died on May 24, 2013, at the age of 91 years.

44. Dennis has a willful and wanton disrespect for the law and has an established history of nefarious and illegal behavior that includes citations for check fraud, burglary and menacing.
(Exhibit 16)

45. Dennis relentlessly stalked and provoked Larry in an effort to engage Larry in physical contact. Dennis made death threats in writing to Larry and also verbally in a voice mail that contained threats of violence toward him. This led to Larry to seek a restraining order against Dennis. Rodney Snow, Esq. defended Dennis in this case, No. C0712007C 100410. The Court issued a permanent restraining order against Dennis on August 17, 2007,

46. On January 31, 2007, Officer David Jones wrote in his police report, [Dennis] is an alcoholic and drug abuser. He has stolen money from [his] parents and has broken into the garage at 2800 W Chenango in the past."

47. Throughout his adult life, Dennis has always been in dire need of money and sought money from his parents, his friends, and Larry. In 2006, Dennis's business, Variety Landscape, reported a gross income of \$593,643.00, with a net loss of -\$25,956.

(Exhibit 17)

48. Dennis admitted to committing tax evasion by not reporting his barter trade as income on his business, Variety Landscape's, Schedule C to the IRS. In his deposition on February 8, 2008, Dennis was asked about the Schedule "C" on his 2006, business tax return with regard to records of rents and revenues his business received that belonged to the W. Parr Family Limited Partnership. Dennis explained, "I stay pretty busy just doing the work. It's hard for me to do everything, write down every little thing that we do. We do a lot of trading services, and I just never had to, and I was never informed to do it. We had a verbal agreement: that was my tenants."

49. For over 6 years, Dennis had embezzled cash funds rightly belonging to the W. Parr Family Partnership by taking rent

money as his own income since 2001, after his father, Wayne Parr died. As a Limited Partner of the W. Parr Family Partnership, Dennis had an obligation to that partnership and was responsible for abiding by its bylaws. The "tenants" to whom Dennis referred, in his deposition on February 8, 2008, were not Dennis' tenants, but tenants of the W. Parr Family Partnership. In all, the partnership had 7 tenants, who were charged the same amount of rent at \$500 per month rent. Dennis embezzled all of this money for himself either through bartering or by laundering checks. His embezzlement amounted to \$252,000 for the duration of 6 years.

50. On May 8, 2007, Dennis, pled guilty to a felony charge and was sentenced to a one-year probation. To best knowledge and belief, his legal counsel was Rodney Snow, Esq.

Summary

51. Dennis has a willful and wanton disrespect for the law and his mother and brother.
52. Dennis and Rodney Snow, had a long-term friendship previous to November 28, 2005, and Rodney Snow, Esq. had been retained numerous times by Dennis and represented him in legal matters that included a felony. Before November 28, 2005, Emma had

never met Rodney Snow, and she never knowingly retained the legal services of Rodney Snow, Esq. for litigation against Larry.

53. Dennis is Emma's youngest son and he drove her to Rodney Snow's office under the pretense that she was needed to help settle a dispute concerning legal issues over the Wayne Parr estate.
54. Emma became the victim of Dennis, who was a Person of Trust to Emma, and Rodney Snow, who is an Officer of the Court. Emma placed her trust and confidence in their integrity and unquestioningly trusted them. They, therefore, seized this perfect opportunity to use deception, intimidation, and undue influence to permanently deprive visually impaired Emma of the use, benefit, and possession of her money and assets amounting to over \$100,000.
55. Emma had no participation in the preparation of the Will or other documents since they were already written and ready for her signature before she ever met Rodney Snow.
56. Emma was nearly blind and unable to read the documents she signed in Rodney Snow's office and therefore had a difficult time comprehending their contents. She was refused an explanation of the contents by everyone, including Dennis and

Rodney Snow. Emma had no knowledge of what she signed in Rodney Snow's office and never received copies of these documents.

57. Dennis was present and participated in the discussions and writing of the said documents during both meetings; the initial November 28, 2005 meeting when Emma first met Rodney Snow, Esq. and again on December 1, 2005. Notably, when Emma met with William Schmidt, on August 3, 2006, to willfully amended her estate documents, Larry was not present.
58. Emma's former conservator, Patty Jones, and Emma's attorney, William Schmidt, as well as Roy Canfield, Emma's close friend of 40 years, witnessed and understood that Dennis and Rodney Snow, Esq. intentionally exploited Emma.
59. One of the Documents Emma was coerced into signing on November 28, and/or December 1, 2005, was a Will, through which Larry was completely disinherited and whereby Dennis became Emma's sole heir. A second document dissolved the Partnership and other documents providing Dennis Power of Attorney over Emma and designating him Emma's guardian and conservator.
60. Neither Dennis nor Rodney Snow, Esq. were straightforward about what the documents contained or the true purpose of the meetings.

61. She Emma trusted Rodney Snow, Esq. and Dennis and believed, in 2005, the false statements they made, especially that they only needed her signatures to show that she attended the meetings on November 28, and December 1, 2005.
62. Emma suffered damages of over \$100,000 through Dennis' use of the fraudulent Power of Attorney, prepared by Rodney Snow.
63. On several occasions, Emma expressed her hatred of Rodney Snow, Esq. and anger with Dennis for their exploitation of her. Consequently, through the actions of Dennis, with the assistance of Rodney Snow, and no other, Emma, in sound mind and free-will, elected to disinherit Dennis.
64. This material evidence of Emma's competency evaluation by Dr. Hazelhurst was concealed by Martin Plank, Esq. and Dennis during all proceedings involving the Estate of Emma Parr for the purpose of making false allegations to the Court that Emma Parr was not competent and unduly influenced by Larry in 2006, when she met with William Schmidt to amend her estate documents including her Will.
65. Further, the material evidence of the Will, written by Rodney Snow, Esq. with the assistance of Dennis, was concealed by Martin Plank, Esq. and Dennis during all proceedings for Case No. 2011PR828 until April 6, 2015.

66. Emma was mistreated and suffered deplorable living conditions while at Emeritus Assisted Living. A Stipulated Agreement, written by Jennifer Gormley, Esq. was approved by all involved with the care of Emma with the notable exception of Dennis Parr and Martin Plank, Esq. who chose to leave Emma to suffer abuse and sub-standard care.
67. Emma had no intention of suing her son, Larry or initiating any litigation against him.

Argument

1. The facts make it blatantly clear that Dennis is a miscreant and criminal who will stop at nothing, including taking illegal actions, to defraud his mother, Emma Parr. He also had no concern regarding the elder abuse she suffered while in assisted living.
2. On November 28, and December 1, 2005, Dennis and his attorney, Rodney Snow, took advantage of an elder when they concealed the material facts of the documents they had influenced Emma to sign fraudulently assigning Dennis all the critical fiduciary responsibilities of Emma's estate.
3. All of the Documents Emma was coerced to sign were based on multifarious means. Their motive was financial gain. Greed alone, prompted Dennis and Rodney Snow, Esq. to engage in their

illicit actions to take control of and covet the Partnership's \$650,000 estate, as valued in 2000.

4. Rule 804. Hearsay Exceptions; Declarant Unavailable

(a) Criteria for Being Unavailable. A declarant is considered to be unavailable as a witness if the declarant:

(4) cannot be present or testify at the trial or hearing because of death or a then-existing infirmity, physical illness, or mental illness;

5. In 2011, Emma was too infirm during the course of Case No. 2011PR828 to testify and therefore, she could not be present or able to testify in this case during its entirety and the admission of her words expressing her needs, thoughts and desires through the audio recordings and the Affidavit were unduly suppressed by Judge Fasing.

A. Emma is now deceased and unavailable as a witness. The material facts that are contained in the audio recordings of Emma and her Affidavit, which reveal the truth about the illicit dealings of Rodney Snow, Esq. and Dennis Parr and the events that took place in 2005, through 2007, Case No. 2007CV1399, have never been heard and justice has not been served.

6. Dennis and his attorney, Rodney Snow, concealed the material facts of the documents from Emma. She did not understand the real purpose of the meetings held at Rodney Snow's office, on November 28, and on December 1, 2005, and was unduly influenced

by Dennis and his attorney, Rodney Snow, through intentional misrepresentation into signing the documents on the premise that the documents were only to verify that she had attended the meeting that day.

7. It is blatantly clear that Rodney Snow, Esq. knew his actions were fraudulent and understood the repercussions of his illegal actions and the legal consequences that could be taken against him. He immediately took action to withdraw the day after he learned that his conversation with Emma, on May 29, 2006, was recorded.

B. In 2005, and at the age of 83 years old, Emma was an "At-risk Elder."

8. Under C. R. S. 18 - 6.5 - 102 definitions,

(3) "At-risk Elder" means any person who is 70 years of age or older.

(10) "exploitation" means an act or omission committed by a person who:

(a) uses deception, harassment, intimidation, or undue influence to permanently or temporarily deprive an at-risk elder of the use, benefit, or possession of his or her money, assets, or property

C. **In 2005, and 2006, Dennis and Rodney Snow, Esq. exploited Emma Parr, who was an "At-risk Elder."**

9. Dennis and his attorney, Rodney Snow, colluded together through fraud, duress and undue influence, to induce Emma, to sign a

new Will and modify her estate documents against her free-will or knowledge based on their intentional misrepresentation.

10. Altogether, the material evidence as stated in this Objection clearly constitutes fraud. Dennis and Rodney Snow, Esq. had motive, opportunity and made repetitive acts all while concealing the truth from Emma Parr. Their criminal acts were observed by credible witnesses and as a result of Emma Parr's reliance on the false and misleading statements of Dennis and Rodney Snow, she was victimized and suffered damages of over \$100,000.
11. Citing a Virginia Supreme Court decision, the Court of Appeals stated that "powers of attorney are strictly construed." (Opin. At para. 17) Going further, the court ruled that the expansive language in a POA should be interpreted narrowly and should be construed in light of the surrounding circumstances. It soundly rejected the argument that, because a POA typically gives a broad grant of authority, it could somehow give an agent the authority to misbehave, commit theft and otherwise breach fiduciary duties owed as a consequence of the nature of the principle - agent relationship.
12. Dennis violated his fiduciary duty, as Power of Attorney and his position of trust to Emma by failing to act prudently with

**the highest degree of good faith on behalf of the principal
when he divested Emma Parr of her money and assets.**

13. Theft is defined under Colorado law - C. R. S. 18 - 4 - 401 -
when a person:

. . . knowingly obtains or exercises control over anything of value of another without authorization, or by threat or deception, intends to deprive the other person permanently of the use or benefit of the thing of value; knowingly uses, conceals, or abandons the thing of value in such a manner as to deprive the other person permanently of its use or benefit; or uses, conceals, or abandons the thing of value intending that such use, concealment, or abandonment will deprive the other person permanently of its use and benefit; demands any consideration to which he is not legally entitled as a condition of restoring the thing of value to the other person.

. . .
(5.5) A person who commits theft, and commits any element or portion of the offense in presence of the victim, such as the crime is described in section 18 - 4 - 401(1), and the victim is an at-risk elder, or who commits theft against an at-risk elder while acting in the position of trust, whether or not in the presence of the victim, or commits theft against an at-risk elder knowing the victim is an at-risk elder, whether in the presence of the victim or not, commits a class 5 felony if the value of the thing involved is less than five hundred dollars, or a class 3 felony if the value of the thing involved is five hundred dollars or more. Theft from the person of an at-risk elder by means other than the use of force, threat, or intimidation is a class 4 felony without regard to the value of the thing taken.

14. **As the whole truth and facts demonstrate, it is blatantly clear that Dennis Parr and Rodney Snow, Esq. 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.

15. As a direct result of their criminal and surreptitious actions, Emma Parr suffered duress and financial harm of over \$100,000. Dennis Parr committed a class 3 felony.

16. Under C. R. S. 18 - 2 - 101 definitions,

(4) "Criminal attempt" If a person intentionally engages in conduct which constitutes a substantial step toward the commission of a class 3 felony, that person commits a class 4 felony.

17. Rodney Snow, Esq. intentionally engaged in conduct, through the preparation a fraudulent Power of Attorney statement for Dennis Parr enabling Dennis to embezzle over \$100,000 from Emma, which constitutes a substantial step toward the commission of a class 3 felony. Therefore, Rodney Snow, Esq. committed a class 4 felony.

18. Under C. R. S. 18 - 2 - 206 definitions,

(1) "Criminal conspiracy" Conspiracy to commit a class 3 felony is a class 4 felony.

19. Rodney Snow's fallacious Will was pre-written and ready for Emma's signature when Dennis delivered her to Rodney Snow's office the first day she met Rodney Snow. It is blatantly clear that Emma had no participation in its preparation and had no understanding of what was written in the "Will."

20. Dennis Parr and Rodney Snow, Esq. conspired together to draw up documents, unbeknownst to Emma, to intentionally embezzle money from her and onward, to deliberately thwart her intentions for her estate through a fraudulent Will which did not reflect her decrees. They further initiated spurious litigation, Case No. 2006CV1399, against Larry, which was fraudulently filed in Emma's name. Thus, Dennis Parr and Rodney Snow, Esq. each committed a class 4 felony.
21. The critical evidence of the existence of the Will, covertly, intentionally, and fraudulently written by Rodney Snow, Esq. was willfully and deliberately concealed by Dennis Parr and his associated attorneys during the entire proceedings for Case No. 2011PR828 and Case No. 2007PR579 until the last held hearing for Case No. 2011PR 828, on April 6, 2015, when it was exposed and presented as evidence by Dennis Parr's attorneys Martin Plank, Esq., Randolph Barnhart, Esq. and Melissa Haley, Esq.
22. The material evidence of Emma's competency evaluation finding her "quite competent" was concealed by Dennis, Martin Plank, Esq., Randolph Barnhart, Esq. and Melissa Haley, Esq. during all proceedings involving the Estate of Emma Parr for the purpose of making false allegations to the Court that Emma Parr was unduly influenced by Larry Parr in 2006, and that she was

incompetent on August 3, 2006 when she amended her estate documents.

23. The omission of material evidence by Dennis Parr and his associated attorneys, Martin Plank, Esq., Randolph Barnhart, Esq. and Melissa Haley, Esq. had severe ramifications for Larry during the entirety of this case and Case No. 2007PR579 and negatively impacting the Estate of Emma Parr resulting in damages of over \$335,000 for the estate and over \$6 Million damages to Larry Parr.
24. ABA Model Rule of Professional Conduct 8.3(a) requires a lawyer "who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer" to "inform the appropriate professional authority."
25. This fraudulent Will was submitted as evidence for Case No. 2011PR828 during the April 6, 2015, hearing. When this Will was entered as evidence upon which Judge Fasing ruled against Larry, by Dennis Parr and his attorneys committed Fraud upon the Court.

26. Further, this fraudulent Will was again submitted as evidence for Case No. 2015PR03051 by Dennis Parr and his attorneys which again, is another act of Fraud upon the Court.
27. "Fraud upon the court" makes void the orders and judgments of that court. It is also clear and well-settled law that any attempt to commit "fraud upon the court" vitiates the entire proceeding. *The People of the State of Illinois v. Fred E. Sterling*, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions."); *Allen F. Moore v. Stanley F. Sievers*, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); *In re Village of Willowbrook*, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); *Dunham v. Dunham*, 57 Ill. App. 475 (1894), affirmed 162 Ill. 589 (1896); *Skelly Oil Co. v. Universal Oil Products Co.*, 338 Ill. App. 79, 86 N.E.2d 875, 883-4 (1949); *Thomas Stasel v. The American Home Security Corporation*, 362 Ill. 350; 199 N.E. 798 (1935). When any officer of the court has committed "fraud upon the court", the orders and judgment of that court are void, of no legal force or effect. A court may at any time set aside a judgment for after discovered fraud

upon the court. Hazel-Atlas Glass v. Hartford, Out of deference to the deep rooted policy in favor of the repose of judgments... courts of equity have been cautious in exercising their power [in upsetting judgments]. But when the occasion has demanded, where enforcement of the judgment is 'manifestly unconscionable' . . . they have wielded the power without hesitation." Hayden v. Rumsey Products, 196F.Supp.988 (W.D.N.Y. 1951).

Prayer for relief

WHEREFORE, Larry Parr prays that the Court:

1. The Court find declarant Emma Parr's words expressing her needs, thoughts and desires through the audio recordings and the Affidavit true and admissible,
2. The Court immediately invalidate the fraudulent November 28, 2005, Last Will and Testament of Emma Parr, written by Rodney Snow, that are criminally fraudulent and untrue,
3. The Court find that Dennis Parr and Rodney Snow, Esq. exploited Emma Parr, who was an At-risk Elder,
4. The Court find that Dennis Parr committed a class 3 felony,

5. The Court find that Rodney Snow, Esq. committed a class 4 felony
6. The Court find that Dennis Parr and his associated attorneys committed Fraud Upon the Court and that any judgments of the court are void, of no legal force or effect finding in this case and
7. The Court issue such other further orders as the court considers just and proper.

Respectfully submitted this September 27th, 2016,



/s/ Larry W. Parr, Debtor, *Pro Se*
2710 West Union Ave.
Englewood, CO 80110
303 795- 2330

CERTIFICATE OF SERVICE

I hereby certify that I mailed a true and correct copy of this **Objection to the Informal Probate of Last Will and Testament of Emma Parr, Dated November 28, 2005**, Affidavits and Exhibits to the following persons on September 27th, 2016:

Senator Laura Woods: (via US Mail first class prepaid)
c/o P.O. Box 740388
Arvada, CO 80006

Mr. Simon Rodriguez, Esq.: (via US Mail first class prepaid)
US Trustee
P.O. Box 36324
Denver, CO 80236

Mr. Dennis Parr: (via US Mail first class prepaid)
2727 W. Union Avenue,
Englewood, CO 80110

Mr. Rodney Snow, Esq.: (via US Mail first class prepaid)
455 Sherman St. #400
Denver, CO 80203

Mr. Martin Plank, Esq.: (via US Mail first class prepaid)
3900 Mexico Ave. Suite 1300
Denver, Colorado 80210

Mr. Randolph Barnhart, Esq.: (via US Mail first class prepaid)
3200 Cherry Creek Drive South, Suite 380,
Denver, Colorado 80209

Mr. William Schmidt, Esq.: (via US Mail first class prepaid)
1900 16th Street, Suite 1200
Denver, Colorado 80202

Mr. Harlan Loving: (via US Mail first class prepaid)
574 Mohawk Road
McPherson, Kansas 67460

Mr. Tony Dean: (via US Mail first class prepaid)
734 Moccasin Road

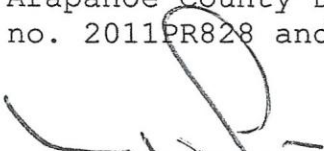
McPherson, Kansas 67460

Ms. Judy Simmons: (via US Mail first class prepaid)
P.O. Box 3067
Monument, CO 80123

Ms. Cynthia H. Coffman, Colorado Attorney General
Office of the Attorney General
Colorado Department of Law
Ralph L. Carr Judicial Building
1300 Broadway, 10th Floor
Denver, CO 80203

Mr. George H. Brauchler, Esq,
Office of the District Attorney
6450 S. Revere Parkway
Centennial, CO 80111

Arapahoe County District Court Clerk personally served on Clerk Case
no. 2011PR828 and Case no. 2015PR30551



/s/ Larry W. Parr