

ARAPAHOE COUNTY DISTRICT COURT  
7325 South Potomic Street,  
Centennial, CO 80112

**Plaintiff:** LARRY PARR

v.

**Defendant:** LAW FIRM OF CHAYET AND DANZO  
LLC, MARCO CHAYET, ESQ., FRANK DANZO III,  
ESQ., STEPHEN J. YOUNG, ESQ.  
LAW FIRM OF DIXON & SNOW LLC, RODNEY  
SNOW, ESQ., JERRE DIXON, ESQ.  
DENNIS C. PARR

Case No. 19 CV 336

Division 21

**AMENDED COMPLAINT AND  
MOTION TO ADD DENNIS C. PARR AS DEFENDANT OF THIS CASE**

1. Plaintiff Larry Parr, motions the Court to include Dennis C. Parr as a Defendant in this case since he has profound and immediate knowledge of a majority of the facts and allegations presented in the VERIFIED COMPLAINT for this instant case, filed January 10, 2020.
2. Dennis C. Parr, son of Emma Parr and Limited Partner of the now dissolved E. Parr Family Limited Partnership, resides at 2727 W. Union Avenue, Englewood, 80110.

STATEMENT OF FACTS

3. Plaintiff hereby incorporates and realleges Paragraph 24 through 115 of the Complaint, filed January 10, 2020, as though fully set forth at length herein.
4. On September 26, 1999, Emma Parr attempted suicide by trying to drown herself in the lake across the street from her house; ever since then, Emma had a fear of the lake and would become upset when she came near it. (Exhibit AA) (Exhibit CC)
5. Dennis Parr was made aware of Emma's attempted suicide at that lake and that she never wanted to approaching the lake again, by both Emma and Larry Parr.

6. On the evening of June 19, 2006, Dennis Parr drove Emma Parr to the same lake across the street from her house where she had previously attempted suicide in 1999.
7. On that night when Dennis drove her to the lake, Emma Parr experienced extreme duress when Dennis demanded that she amend two legal documents, the Amended Affidavit of Plaintiff Emma Parr (Exhibit Y) and a letter from L. Wm. Schmidt, Jr., attorney for Emma Parr. (Exhibit Z)
8. On June 19, 2006, Emma amended those two documents by making an annotation and dated the annotation on each document.
9. The only people who had possession of those two documents were Andrew Bubb, attorney for Larry Parr and Rodney Snow. Since Larry Parr's attorney did not share these documents with Dennis Parr, the only way in which Dennis Parr could have had those documents was if Rodney Snow gave them to him.
10. On August 3, 2006, Emma told her attorney, L. Wm. Schmidt, about this incident.

And, that's when Dennis came around one night, and he said, 'I just want to, let's talk, uh, about the business.' And I said okay. I got in his car. We went across the street, there's a lake over there, a shop, not a shop, I mean a lake, with grass and water. So he, and it was dark and he parked it and he started talking and . . . I, I don't know who I thought, I must have at that time, thought it was you [Bill Schmidt] because I didn't have an attorney and he made me sign that and even write it and I wanted to bring that paper and maybe you saw at the last time, and maybe you didn't, where it says, "I, uh, I only want, for the lawyer . . .

WILLIAM SCHMIDT: "Rod Snow"

EMMA PARR: That's right. And he said, "I only want Rod Snow for my attorney." And I guess, as far as I remember, I said "and nobody else." And I signed my name. I didn't know why I signed it and I have, I had already met you . . .

WILLIAM SCHMIDT: Right.

EMMA PARR: in my house.

WILLIAM SCHMIDT: Right.

EMMA PARR: And, I was so mixed up at that time and about what Larry, or uh, Dennis was doing about the money and suing, and I must have thought that was Bill. Like you!

(Exhibit BB, Page 7)

11. Emma was an unwilling Plaintiff for civil suite Case Number 2006CV1399, Initiated by Dennis Parr through his attorney, Rodney Snow. On August 3, 2006, Emma Parr explained her attorney, L. Wm Schmidt how she learned she was named Plaintiff in this suit.

Amended Complaint

EMMA PARR: And a, and another thing what Dennis did to me, er, he used to say, oh, in the last couple of months or so, about, uh, uh, sometimes when we just went shopping or to the store that I needed a new mattress. And we went to look at the new mattress, but no matter what it was. And I said, oh no I don't want to pay that much. And he used to say, uh, how did he say? Oh, get it, because you're gonna get a lot of money. . . One time I asked him, and I said, where am I getting, getting it? You're always saying that I'm getting a lot of money, where's the money coming from?' And he said well, that's where I, um, . . . let's see what is her name, um, . . . Oh. . dang. She was married to my ex-husband, let's see.

EMMA PARR: Anyway he said, 'her and I [Judy Simmons] we're suing Larry.' And I said, 'Larry?' For what? [Dennis answered] Well, for him to give you more money,' because I have some acreage where I got my house.

Exhibit BB Page 6

EMMA PARR: And uh, that's when I really got mad at Dennis, because I told him I don't believe in suing people unless you really have to. And this is not your business to sue my son so he'd give me more money when I don't need it, I don't want it, and just leave him alone.'

Exhibit BB Page 7

12. On May 25, 2011, while testifying about her concerns regarding the Parr family,

Tamra Palmer stated:

16           A     Yes. Exhibit O, apparently again I -- for me, there  
17     was something that happened in 2005 that just spurred this  
18     whole problem with this family. And so, I was trying to figure  
19     that out, because again not getting answers from Counsel. So,  
20     I looked into this. I found there was a lawsuit, and I also  
21     found it was dismissed. So I did -- I was looking through the  
22     pleadings. Well, one of the pleadings, when it was dismissed,  
23     it was dismissed in July, on July 11th, '06 by Judge Post.

(Exhibit FF)

13. The actions of all the Defendants bore significance in the ensuing cases regarding Larry Parr and the Emma Parr estate.

FIRST CAUSE OF ACTION:  
LEGAL MALPRACTICE

14. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint,

filed January 10, 2020, as though fully set forth at length herein.

15. Plaintiff hereby incorporates and realleges Paragraphs 3 through 13 above as though fully set forth at length herein.
16. Frank Danzo, III and Stephen J. Young breached their fiduciary duty and betrayed the trust of victim Larry Parr when they failed to write two fair and true commercial leases that would protect all parties involved in each lease including the Partnership partners, the Partnership and Arapahoe Storage Inc.
17. Frank Danzo, III and Stephen Young 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 Stephen J. Young and Frank Danzo, III, while constructing this agreement, were unethical.
18. As a result of Defendants' legal malpractice and self-dealing, the illegal leases written by them, Plaintiff suffered specific damages, including but not limited to money he paid the firm.

SECOND CAUSE OF ACTION:  
EXTORTION BY PUBLIC OFFICERS

19. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
20. Plaintiff hereby incorporates and realleges Paragraphs 3 through 18 above as though fully set forth at length herein.
21. Between the months of July and December, 2005, Plaintiff paid Chayet, Young, Dawson & Danzo LLC a sum of \$10,207.25 for legal services not performed.
22. Frank Danzo, III and Stephen Young took oppressive use of their position to obtain a fee by falsely claiming authority to take that which they were not lawfully entitled.
23. As a result of Defendants' extortion, Plaintiff suffered specific damages, including but not limited to money he paid the firm.

THIRD CAUSE OF ACTION:  
PERJURY

24. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
25. Plaintiff hereby incorporates and realleges Paragraphs 3 through 23 above as though fully set forth at length herein.
26. It can be clearly proved by evidence documented in the billings of The Office of Chayet, Young, Dawson, Meegan, And Danzo LLC and the emails from and between Michael Green to Rod Hester, Frank Danzo III and Stephen Young, that Defendant Dennis Parr attended at least nearly every meeting held by Frank Danzo III and Stephen Young in regard to the scope of work agreed to in the letter of engagement, and that he was also being represented by his C.P.A., and was therefore, knowledgeable and aware of every one and all events and concerns regarding the leases and the Partnerships.
27. Defendant Dennis Parr had criminal intent which can be inferred by the fact that while testifying under oath six year later, on May 25, 2011, he denied any knowledge of the events, discussions and proceedings involved with the Partnership amendments and the lease agreements as part of the scope of work being performed by the firm The Office of Chayet, Young, Dawson, Meegan, And Danzo LLC
28. As a result of Defendant Dennis Parr's perjury, Plaintiff suffered specific damages, including but not limited to being found guilty of self-dealing and failing his fiduciary duty to the Partnership and the partners resulting in a penalty of \$2.2 M judgment awarded to Dennis Parr and an ensuing bankruptcy that furthered Plaintiff's loss of his commercial real estate, his business and his physical home.

FOURTH CAUSE OF ACTION:  
TAMPERING WITH A VICTIM

29. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
30. Plaintiff hereby incorporates and realleges Paragraphs 3 through 28 above as though fully set forth at length herein.
31. Defendant Dennis Parr intimidated Victim Emma Parr on the night of June 19, 2006, when he drove Victim Emma Parr to the lake across from her house to thwart the

action she took to terminate Rodney Snow's unwanted legal representation of her and to end the suit against Plaintiff Larry Parr that Rodney Snow filed in her name.

32. Defendant Dennis Parr attempted to prevent or dissuade Emma Parr from terminating Rodney Snow as acting as her attorney, with an intent to vex, annoy, emotionally harm or injure in any way Emma Parr with an intent to thwart or interfere in the orderly administration of justice and thereby making it appear that Emma Parr was incompetent to Judge Post, who presided over case no. 2006cv1399.
33. As a result of Defendant Dennis Parr's intimidation of victim Emma Parr, Rodney Snow was able to continue his sham as Emma Parr's attorney, not only causing Emma emotional duress, but acting in furtherance of a conspiracy.

FIFTH CAUSE OF ACTION:  
EXTORTION

34. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
35. Plaintiff hereby incorporates and realleges Paragraphs 3 through 33 above as though fully set forth at length herein.
36. In December, 2005, Rodney Snow filed a civil suit against Larry Parr naming Emma Parr as Plaintiff against her will alleging that Larry Parr was defrauding her and the Partnership of income.
37. Rodney Snow accused Larry Parr of a crime that resulted in public embarrassment and ridicule as his customers became aware of the civil suit in 2006.
38. As a result of Defendant's defamation of character stated above, Plaintiff suffered damages including but not limited to loss of business as customers cancelled contracts and loss of potential business through word of mouth advertising in 2006.

SIXTH CAUSE OF ACTION:  
CRIMINAL EXTORTION

39. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
40. Plaintiff hereby incorporates and realleges Paragraphs 3 through 38 above as though fully set forth at length herein.

41. In December, 2005, Rodney Snow threatened in writing that he would have Larry Parr arrested and have a restraining order placed against him if Larry had any contact with Emma Parr or entered any portion of the E. Parr Family Limited Partnership property where Larry Parr and Emma Parr had a long standing agreement, since 1995, allowing Larry to conduct business on the 4.2 acres of the Partnership, formerly the real estate of Emma Parr.
42. Rodney Snow induced Larry Parr to act against his will and refrain from speaking to or having contact with Emma Parr, to whom Plaintiff Larry Parr had fiduciary responsibilities and from entering the Partnership property to conduct business.
43. As a result of Defendant's extortion stated above, Plaintiff suffered damages including but not limited loss of potential earnings and lost contracts with returning and new customers.

SIXTH CAUSE OF ACTION:  
CRIMES OF MORAL TURPITUDE

44. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
45. Plaintiff hereby incorporates and realleges Paragraphs 3 through 43 above as though fully set forth at length herein.
46. Frank Danzo, III and Stephen J. Young fraudulently deceived Larry Parr so that he would fall victim to incrimination on false evidence.
47. Victim Larry Parr implemented the leases in good faith based upon the representations of Defendants Frank Danzo, III and Stephen J. Young and his trust for them; as a result, Larry Parr was accused of crimes against his mother, Emma Parr, and the Partnership based on the incriminating false evidence fabricated them
48. As a result of Defendants' fraudulent actions, Plaintiff suffered specific damages, including but not limited to being found guilty of self-dealing and failing his fiduciary duty to the Partnership and the partners resulting in a penalty of \$2.2 M judgment and an ensuing bankruptcy that furthered his loss of his commercial real estate, his business and his physical home.

SEVENTH CAUSE OF ACTION:  
CRIMINAL CONSPIRACY

49. Plaintiff hereby incorporates and realleges Paragraphs 24 through 115 of Complaint, filed January 10, 2020, as though fully set forth at length herein.
50. Plaintiff hereby incorporates and realleges Paragraphs 3 through 48 above as though fully set forth at length herein.
51. Defendants Frank Danzo III, Stephen J. Young, Rodney Snow, and Dennis C. Parr willfully and intentionally engaged in an agreement as manifested by their concerted actions over time and under the circumstances to defraud Larry Parr of his commercial property, his home, his business and his rightful inheritance that amounted to at least \$6M in 2005, as decreed by Emma Parr when she attempted to amend her estate in 2005, and as she succeeded to do in her Last Will and Testament and amended estate documents on August 6, 2006,
52. Defendants are co-conspirators and each performed an overt act to further the conspiracy, as described above
53. As a result of Defendants' conspiracy, Plaintiff suffered specific damages, including but not limited to being found guilty of self-dealing and failing his fiduciary duty to the Partnership and the partners resulting in a penalty of \$2.2 M judgment and an ensuing bankruptcy that furthered his loss of his commercial real estate, his business and his physical home.

PRAYER FOR RELIEF

WHEREFORE, Larry Parr prays that this Court:

- a) Enter judgment declaring that the Defendants are jointly and severally liable to Larry Parr for all damages (including, but not limited to, punitive damages), costs, expenses, and attorneys' fees, and any judgment or other relief obtained by Plaintiff against Defendants in respect of the claims asserted in the Complaint.
- b) Enter an award of such other and further relief, as the Court deems just and proper.



Respectfully submitted this May 10, 2020,



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/s/ Larry W. Parr, *Pro Se*

P.O. Box 1152

Englewood, CO 80110

720.353.6077

#### **CERTIFICATE OF SERVICE**

I hereby certify that I mailed a true and correct copy of this Amended Complaint and Exhibits to the following persons on May 11, 2020:

Walter Houghtaling, Esq.

Miletich, P.C.

717 17<sup>th</sup> Street, Ste. 1510

Denver, CO 80202

Peter Doherty, Esq.

Lasater & Martin, P.C.

8822 S. Ridgeline Blvd., Ste. 405

Highlands Ranch, CO 80129

AFFIDAVIT OF PLAINTIFF EMMA PARR

STATE OF COLORADO )  
COUNTY OF Arapahoe )ss.

I, Emma Parr, duly sworn upon my oath, depose and say as follows:

1. Around December 1, 2005, my son Dennis Parr took me to a lawyer's office. The Lawyer was Rod Snow of Dixon and Snow, P.C.
2. It was my understanding that on that day, I was going to the lawyer's office to answer questions about rents on some property that my son, Dennis Parr, partially owns.
3. At no time was I advised by Dennis Parr or Rod Snow that I was going to Rod Snow's office to sign papers that adversely affected my other son, Larry Parr.
4. Because of my diabetes, I could not read the documents that Dennis and Rod Snow made me sign on December 1, 2005. Dennis Parr and Rod Snow told me I was signing documents regarding my will. I was never told, at any time, that I was signing documents that adversely affected Larry Parr.
5. Dennis Parr had me sign checks and he would then make them payable to Rod Snow. I was under the presumption that I was paying for a will.
6. From December, 2005 to May, 2006, I was at Rod Snow's office only twice. Mr. Snow came to my house on two occasions and tried to convince me that Larry was stealing money from me. I did not believe this. Larry has always been there for me financially and emotionally.
7. At no time was I ever advised that I was suing my son, Larry Parr. Dennis and Rod Snow would merely put documents in front of me and explain what they

EXHIBIT Y

DATE FILED: June 21, 2006 12:52 AM  
CASE NUMBER: 2006CV1399

- and I was never advised that I was suing my son, Larry Parr, nor did I ever want to sue Larry Parr.
- It is my belief that Dennis Parr and Rod Snow took advantage of my inexperience with legal matters. I never wanted to sue Larry and never authorized with full knowledge and consent that Larry was being served a Complaint with me being named as a Plaintiff. I never authorized the filing of the instant motion. I was taken advantage of by Dennis Parr and Rod Snow.
  - I believe Larry is entitled to his attorney fees and costs because I never wanted to sue him or my son.

**FURTHER AFFIANT SAYS:**

*Emma Parr*  
Emma Parr

Subscribed and sworn to before me this 19th day of June, 2006, by Emma Parr.



WITNESS MY HAND AND SEAL

*Justin Jackson*  
Notary Public My Commission Expires April 22, 2010  
Commission #24990

*I Emma Parr  
June 19-2006  
did not know what I  
was signing when I signed  
this letter.*

*Emma Parr*

**SCHMIDT & HOREN LLP**

A Partnership of Professional Entities  
Attorneys and Counselors at Law  
1050 17<sup>th</sup> STREET, SUITE 1700  
DENVER, COLORADO 80265  
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JUN 19 2006

KAREN K. HOILAND  
ROBERT P. HOREN  
DAVID L. LOCKWOOD  
MARK D. MASTERS  
JULIA GRIFFITH MCVFY  
MICHELLE BARNES RUBIN  
L. WILLIAM SCHMIDT, JR. \*

\* Of Counsel to McGuane and Hegar, LLP

June 15, 2006

Rod W. Snow, Esq.  
Dixen and Snow  
425 South Cherry Street, Suite 1000  
Denver, CO 80246

Re: Emma Parr

Dear Mr. Snow:

This will acknowledge receipt of your letter dated June 12, 2006 relating to the transfer of estate planning files of Emma Parr. Please be advised that I have personally met with Mrs. Parr to discuss her estate planning objectives. She explained to me that you previously prepared a Will and other legal documents for her but that she was unfamiliar with the contents and did not have a copy of the documents. I explained that I could not represent her as long as you were her attorney. The result was her written request to you indicating that she had retained me as her attorney and wanted the documents forwarded to me.

Based upon my preliminary conversation with Mrs. Parr, it is my understanding that she wishes me to represent her in connection with her estate planning matters, including matters related to any limited liability company, partnership, corporation or other family entity in which she has a financial interest. I have not been asked to represent Mrs. Parr with regard to any litigation matters. Therefore, a substitution of counsel would not seem necessary.

Very truly yours,

L. William Schmidt, Jr.

LWS/lrd

cc: Mrs. Emma Parr

*I Emma Parr  
June 19-2006  
Want Rod Snow  
to be my attorney,  
and no body else,  
Emma Parr.*

Of Counsel

PETER M. MITERKO  
Direct Dial: (303) 224-7799  
Direct Fax: (720) 493-0774

LEGAL ASSISTANTS

Alyssa Bodden  
Mary Busch  
LeAnne R. Daringer  
Lori R. McCasky  
Pamela Nooner

EXHIBIT Z

Well I guess <sup>Sept 26, 99</sup> this is  
good by. I'm so sorry to  
do this. I have been thinking  
about this for long time,  
but things just aren't getting  
any better, every day the same,  
I do get lone some to talk  
to people, days go by, and no talk  
it seems like every body is too  
busy to listen to me,  
so why am I here, just water  
lawn answer phone & door, <sup>to</sup>  
well I been doing that for 4 yrs,  
and I'm tired of that,

I love my friends very much,  
also I love Larry, Dennis,  
Linda & Patty,

again I will say I'm very  
sorry,

Love MOM

XXOOX

EXHIBIT AA

Sept 26, 99

Linda & Patty  
ask Barb to  
Come out,

and go room to room,  
check all closets,

all Drawers, take all  
things you 3 girls want,  
I don't need any thing  
any more.

I love all three of you,  
so very much,

it makes me cry when  
I'm writing this,

but my Health isn't getting any  
take all Perfumes & Powders, Better  
so sorry I have to do this <sup>To you girls</sup> & Boys Love Emma

EXHIBIT A

AUDIOTAPED AUGUST 3, 2006

CONVERSATION BETWEEN EMMA PARR AND WILLIAM SCHMIDT, ESQ.

RE: EMMA PARR'S LAST WILL AND TESTAMENT  
AT THE OFFICE OF WILLIAM SCHMIDT

WILLIAM SCHMIDT: Okay, I'm turning this machine on just so we got a record of us.

EMMA PARR: Okay.

WILLIAM SCHMIDT: This is Bill Schmidt and this is August the 3rd, 2006, and I'm here with Emma Parr, and we're talking about revising her estate plan. And so I'm going to go over that with her now and, so that she understands it and can ask any questions that you got.

EMMA PARR: Okay.

WILLIAM SCHMIDT: So, as you recall, several years ago you created a trust with Mr. Doussard's office. You may remember that? That was clear back in 1989.

EMMA PARR: Yeah. (laughing)

WILLIAM SCHMIDT: Years ago. Yeah.

EMMA PARR: Oh, that's right.

WILLIAM SCHMIDT: And that trust named you and your son, Larry, as the trustees to, to manage it.

EMMA PARR: Yes.

WILLIAM SCHMIDT: And, so you both are the trustees now. And you kept, uh, the right to amend that trust, if you wanted to.

EMMA PARR: Yes.

WILLIAM SCHMIDT: So, today, what we're going to do is amend it because you wanted to change some of the provisions,

EMMA PARR: Um-hum. That's right.

WILLIAM SCHMIDT: And, and I'll explain what we're doing and then talk a little bit about why we're doing this. You have 3 kids, you got Harlan, and you got Larry and you got Dennis. You got 3 sons.

EMMA PARR: That's right.

WILLIAM SCHMIDT: And so, in this trust during your lifetime, uh, the trust still holds all your assets, you still control everything, you can change it again, you can eliminate it, whatever you want to do. But, then at your death, it gives, uh, money to a list of people you gave me and I'll just go through those real quick. You have Patty Jones, gets \$2,500.00.

EMMA PARR: That's right.

WILLIAM SCHMIDT: And Marline Parr, \$2,000.00.

EMMA PARR: Yes.

WILLIAM SCHMIDT: Betty Bryant, \$2,000.00

EMMA PARR: Yes.

WILLIAM SCHMIDT: And to Bernie Lewis and Diane Lewis, they get \$2,000.00, split between them.

EMMA PARR: Yes

WILLIAM SCHMIDT: And to Tina Harding, \$1,000.00.

EMMA PARR: Yes.

WILLIAM SCHMIDT: And Ray Roble, \$3,000.00.

EMMA PARR: That's right.

WILLIAM SCHMIDT: And you're going to give your son, Harlan, \$10,000.00.

EMMA PARR: Yes.

WILLIAM SCHMIDT: And then Tony Dean gets \$5,000.00.

EMMA PARR: Yes.

WILLIAM SCHMIDT: Okay. Now one of the things that we, did up here, in the beginning, where it says who your sons are, it, it says that you are not making any gift in this trust for Dennis. He's not getting any part of this estate, is that correct?

EMMA PARR: Oh, wait just a minute, Bill. Didn't you read Dennis off? Dennis was in that list . . .

WILLIAM SCHMIDT: No, or in that . . .

EMMA PARR: in that . . .

WILLIAM SCHMIDT: That list of gifts? No, we didn't have anything for Dennis, cause when we last talked, you said you wanted to take him out. You want to add something?

EMMA PARR: Oh, maybe its uh, its. Is that for the Will?

WILLIAM SCHMIDT: Yeah. Right. And he . . .

EMMA PARR: Larry, did I give him something the other day when Larry, my son, uh, that had, uh, uh, it was 20 on, on my death, after my death . . .

WILLIAM SCHMIDT: Yeah.



EMMA PARR: Uh, It was 25,000 to Harlan Loving. To my son.

WILLIAM SCHMIDT: Okay, Well I have 10,000 to Harlan. Here's the list, here, you gave me,

EMMA PARR: Oh, maybe.

WILLIAM SCHMIDT: Let's see here. . . Yeah. Here's the list here, where you put down all the different names . . .

EMMA PARR: Yeah, I guess that is what it was.

WILLIAM SCHMIDT: So . . .

EMMA PARR: 10,000, that's what it was. Cause I have one of these at home also. And, uh, let's see, Dennis, I mean Harlan.

WILLIAM SCHMIDT: Yeah, here's Harlan.

EMMA PARR: Yeah, uh-huh. Yeah, it was 10,000.

WILLIAM SCHMIDT: Okay. Do you want to change that? Or do you want to leave it?

EMMA PARR: No, I, I want to leave that. Yes.

WILLIAM SCHMIDT: Okay.

EMMA PARR: I have the same amount.

WILLIAM SCHMIDT: Do you want to increase his, or do you want to leave it at 10,000?

EMMA PARR: Just leave it at the 10,000.

WILLIAM SCHMIDT: Okay. But there's no gift in here for Dennis. There's, there's no amount in here for him.

EMMA PARR: No. No.

WILLIAM SCHMIDT: Okay. Because, um, when we talked about this you said he already had enough and . . .

EMMA PARR: Uh-huh.

WILLIAM SCHMIDT: he had taken some of your stuff and you didn't . . .

EMMA PARR: Yes.

WILLIAM SCHMIDT: want him to have more.

EMMA PARR: Well, he got into my savings at Smith Barney . . .

WILLIAM SCHMIDT: Yeah.

EMMA PARR: I found it out a little over a week ago, that he, he's been taking money out of there for quite a, and I just . . .

WILLIAM SCHMIDT: So we're, we're not very happy with Dennis.

EMMA PARR: No! I'm sure not.

WILLIAM SCHMIDT: Okay. But also, when we talked about your life insurance police? You have? Because all 3 of the boys would split that up, so he would get something from the life insurance.

EMMA PARR: Yes. That is right.

WILLIAM SCHMIDT: So that's all he's supposed to get.

EMMA PARR: That is right.

WILLIAM SCHMIDT: Okay. Uh, and then it says in here that after we make those cash gifts, that everything else goes to Larry. It says all the rest of the stuff goes to Larry.

EMMA PARR: Uh-hum. Oh yeah. That's my home and . . .

WILLIAM SCHMIDT: Yeah.

EMMA PARR: and the money, what there is left . . .

WILLIAM SCHMIDT: Yeah.

EMMA PARR: and, uh, well, uh, Dennis also gets, uh, my 2 cars . . .

WILLIAM SCHMIDT: Okay.

EMMA PARR: and uh, and then some money whichever . . .

WILLIAM SCHMIDT: On, on the life insurance . . .

EMMA PARR: Yeah, whatever . . .

WILLIAM SCHMIDT: Yeah. Did you want him to get something, some cash, or something?

EMMA PARR: No. Only where it says \$10,000.

WILLIAM SCHMIDT: Well that was to Harlan, though. That was to Harlan.

EMMA PARR: Oh, well, uh,

WILLIAM SCHMIDT: Did you want to get this out . . .

EMMA PARR: For Dennis, I thought I saw were, uh, Dennis owns some part of the . . .

WILLIAM SCHMIDT: Of the partnership. He already owns a part of the family partnership. You gave him a part of that several years ago. You know, so he owns a little bit of the partnership. So you, you own some and Dennis and Larry all own a part of the partnership. But you got the biggest part . . . of the E. Parr . . .

EMMA PARR: Oh, I thought I took that partnership off, and uh, could I? What I wanted to do, if it works out okay, uh, take, him off the partnership and give it to Larry.

WILLIAM SCHMIDT: Yeah. That's what we're doing with this trust.

EMMA PARR: Okay. Yeah. Well, that's, that's fine. That's the way I want it. I want it all for Larry. And to give it to my son, Larry.

WILLIAM SCHMIDT: Okay. Oh, but did you want to give Dennis some cash, then, or not?

EMMA PARR: No.

WILLIAM SCHMIDT: Okay. Alright. So that's, that's what this does. And maybe you could explain a little bit more about . . . the, the problem with Dennis is that, uh, he's caused you some problems and things . . .

EMMA PARR: Yeah.

WILLIAM SCHMIDT: and you feel you don't want him to get any more money. Is that correct?

EMMA PARR: That's it exactly, because he's been in, in my savings at, uh, Smith Barney, where I have been saving money for many years. In fact, I went to see Smith Barney, oh, a couple of weeks ago, and they gave me a list from where, about years ago, when it started and he's taken money out, out and uh, because it was, well, some way or another, he . . . how he got into, into my money, I still. I mean, why was that easy? This is what I mean.

WILLIAM SCHMIDT: Yeah. Well, you remember before I met you, Dennis had taken you to see this attorney by the name of Rod Snow.

EMMA PARR: Yeah.

WILLIAM SCHMIDT: And they had you sign some documents and they never gave you a copy . . .

EMMA PARR: No.

WILLIAM SCHMIDT: and one of those, they said was a Will but they never gave you a copy, and you don't know what it said.

EMMA PARR: No.

WILLIAM SCHMIDT: And that's why I'm taking the time to make sure I am explaining this to you today so you know what you're signing. And you don't do something you don't want to do.

EMMA PARR: Yeah. No I . . .

WILLIAM SCHMIDT: I think Dennis then took that power of attorney to Smith Barney and, and that allowed him to get into your account.

EMMA PARR: Well it was, uh, something like that because I took it and I saw, uh, let's see, at Smith Barney, uh, Greg Hershman.

WILLIAM SCHMIDT: Okay.

EMMA PARR: A gentleman that I have known for many years. And he wrote everything down, I mean the times and the money that Dennis took. And I didn't find it out until just, I think about a week or two weeks ago. Not any more than two weeks ago. And I found out that Dennis was in there and took some of my real good diamond rings. And when I, the last time I talked to him, at that time, that was about two weeks ago, when he called me or 2 ½ weeks ago and, uh, I told him that I found out that he got into my savings account and he got in and took my rings, because some of my real expensive rings were in his box at the bank.

WILLIAM SCHMIDT: Yeah. Uh-huh.

EMMA PARR: It was on his name and I just had my rings in there. So, and he told me, he said some of the rings they had too large of a diamond in it or, not a diamond, a stone in it.

WILLIAM SCHMIDT: Okay.

EMMA PARR: So he admitted he got into the rings and just that jewelry, of course, not gems.

WILLIAM SCHMIDT: Yeah. Uh-huh.

EMMA PARR: I mean, so that was the last time I talked to Dennis and so that was the last time he called me. That would've been about 2 ½ to 3 weeks ago.

WILLIAM SCHMIDT: Yeah. Okay.

EMMA PARR: So I'm finished with him now.

WILLIAM SCHMIDT: Okay. Well, I just wanted to make sure we went through that again, so that was the explanation of why we're taking him out of here and giving everything to Larry except the cash amounts . . .

EMMA PARR: And a, and another thing what Dennis did to me, er, he used to say, oh, in the last couple of months or so, about, uh, uh, sometimes when we just went shopping or to the store that I needed a new mattress. And we went to look at the new mattress, but no matter what it was. And I said, oh no I don't want to pay that much. And he used to say, uh, how did he say? Oh, get it, because you're gonna get a lot of money. . . One time I asked him, and I said, where am I getting, getting it? You're always saying that I'm getting a lot of money, where's the money coming from?' And he said well, that's where I, um, . . . let's see what is her name, um, . . . Oh. . dang. She was married to my ex-husband, let's see.

WILLIAM SCHMIDT: Oh. Okay. Yeah. I don't remember her name either. But . . .

EMMA PARR: Anyway he said, 'her and I [Judy Simmons] we're suing Larry.' And I said, 'Larry?' For what? [Dennis answered] Well, for him to give you more money,' because I have some acreage where I got my house.

WILLIAM SCHMIDT: Right.

EMMA PARR: And uh. But, it's about 5 -10 acres, and, uh, Larry's been using it for doing business on it, on my property, uh, to store motorhomes and boats.

WILLIAM SCHMIDT: Uh-huh. Yeah.

EMMA PARR: And, uh. So anyway, but Larry always paid me and I didn't need the money. So that's when Dennis said, "We're, we're suing Larry to give you more money." And I said, 'I don't need money. If I want more rent, all I have to do is ask for the rent and Larry would give it to me. Otherwise, Larry takes care of me and the yard it's in the contract. Everything in that yard, it's my yard and it's just beautiful with flowers and trees and roses and all of it.

WILLIAM SCHMIDT: Yeah.

EMMA PARR: And uh, that's when I really got mad at Dennis, because I told him I don't believe in suing people unless you really have to. And this is not your business to sue my son so he'd give me more money when I don't need it, I don't want it, and just leave him alone.'

And, that's when Dennis came around one night, and he said, 'I just want to, let's talk, uh, about the business.' And I said okay. I got in his car. We went across the street, there's a lake over there, a shop, not a shop, I mean a lake, with grass and water. So he, and it was dark and he parked it and he started talking and . . . I, I don't know who I thought, I must have at that time, thought it was you [Bill Schmidt] because I didn't have an attorney and he made me sign that and even write it and I wanted to bring that paper and maybe you saw at the last time, and maybe you didn't, where it says, "I, uh, I only want, for the lawyer . . .

WILLIAM SCHMIDT: "Rod Snow"

EMMA PARR: That's right. And he said, "I only want Rod Snow for my attorney." And I guess, as far as I remember, I said "and nobody else." And I signed my name. I didn't know why I signed it and I have, I had already met you . . .

WILLIAM SCHMIDT: Right.

EMMA PARR: in my house.

WILLIAM SCHMIDT: Right.

EMMA PARR: And, I was so mixed up at that time and about what Larry, or uh, Dennis was doing about the money and suing, and I must have thought that was Bill. Like you!

WILLIAM SCHMIDT: Yeah.

EMMA PARR: But no, and I used to tell Dennis, when he talks about lawyers and about Wills, and I told him, does he want me to get closer to Rod Snow? I told him, I said, 'I hate him, the way he's suing you [Larry] and getting back on me to sue for getting money out of Larry.' So that when I just. I'm just uh, just tired of all of that and make to me sign and to write something.

WILLIAM SCHMIDT: Yeah.

EMMA PARR: And I maybe, three or four times, told him, and I said 'I hate that Rod Snow.' I said. And he [Dennis] said, 'Why?' 'Because you, cause you have him suing Larry and I don't want that. And I want it stopped.'

WILLIAM SCHMIDT: "Yeah, and that's when you called me again and we decided we would fix things up the way you wanted it."

EMMA PARR: "That's right. And when you stopped by my house there, at that time, and then I told Larry, right away, I said, Hey, I, his name is Bill. I don't think was Larry there?"

WILLIAM SCHMIDT: Yeah. I think he introduced us

EMMA PARR: Yeah. I said, 'I like Bill. I said I want Bill as my attorney.' And Larry said, 'That is fine, he's he is a nice man', so that's how come I . . .

WILLIAM SCHMIDT: That's how we're here today.

EMMA PARR: And Boy, I'm glad!

WILLIAM SCHMIDT: Okay.

EMMA PARR: It is such a relief, to me, to have somebody, uh, to take care of my business and, after I'm gone, and . . .

WILLIAM SCHMIDT: Yeah.

EMMA PARR: The other day, I have to laugh. When one of my lady friends called me, and we talked and I said, well I, don't know, today I'm not feeling, feeling too good. It was something. No, I said I don't know how long I'm going to be here yet and she said, right away, where are you going? (laughing)

WILLIAM SCHMIDT: (Laughing).

EMMA PARR: I know I'm going to heaven. (Laughing).

WILLIAM SCHMIDT: Oh, yeah. (Laughing).

EMMA PARR: That just shocked me. (Laughing).

WILLIAM SCHMIDT: But not today. (Laughing).

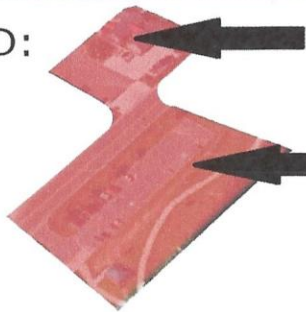
EMMA PARR: Okay.

(Audio conversation concluded. Tape continues to run with background noise and inaudible voice of William Schmidt.)

(Audio Recording available upon Request)



LEGEND:



← **Former residence of Emma Parr (2690 W. Union Ave., Englewood, CO).**

← **Location of parking lot for Centennial Lake, Englewood, CO, where Dennis drove Emma in 2006. He was aware of Emma's previous attempted suicide drowning in 1999.**

EXHIBIT CC

<p><b>DISTRICT COURT</b>  <b>ARAPAHOE COUNTY, COLORADO</b></p> <p>7325 S. Potomac Street  Centennial, CO 80112</p>	<p>▲ COURT USE ONLY ▲</p>
<p><b>In the Interest of Emma Parr,</b>  Plaintiff,  <b>MARTIN COX,</b>  Guardian,  vs.  <b>LARRY PARR,</b>  Suspended Trustee.</p>	
<p>For the Guardian:  Jennifer S. Gormely  6060 Greenwood Plaza Blvd., Suite 300  Greenwood Village, Colorado 80111  For the Suspended Trustee:  Rebecca Schroer, Esq.  555 17th Street, Suite 3200  Denver, Colorado 80202  Guardian Ad Litem:  M. Kent Olsen, Esq.  650 S. Cherry St., Suite 850  Denver, Colorado 80246  Estate Guardian Conservator and Trustee:  Tamara Palmer, Esq.  6060 Greenwood Plaza Blvd., Suite 2  Greenwood Village, CO 80111  For the Protected Person and Ward Emma Parr:  David Steinhoff, Esq.  3333 South Bannock St., Suite 900  Englewood, Colorado 80110  For Dennis Parr:  Martin J. Plank, Esq.  3900 E. Mexico Ave., Suite 1300  Denver, Colorado 80210</p>	<p>The matter came on for hearing on May 25, 2011 before the  HONORABLE TIMOTHY L. FASING, JUDGE of the District Court, and  the following FTR proceedings were had.</p>



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1           A     Well, you know, it raises concerns. It -- it just  
2 begs the question of why we have a lease that's supposed to be  
3 30 years, and we have two of them, and they're signed by  
4 different people. If you have a 30-year lease, why would you  
5 resign it, if it was a valid lease to begin with? We have two  
6 leases that's signed by different people. I -- so I -- I -- I  
7 just -- and -- and they're signed by a company presumably in  
8 2001 that didn't exist.

9           Q     And, you had the opportunity to look at some court  
10 pleadings in relationship to another -- a lawsuit that was  
11 going on in 2005 and 2006. Isn't that true?

12          A     Correct.

13          Q     And, I know that you didn't have a full opportunity  
14 to go through all the pleadings but you -- can you turn your  
15 attention to Exhibit O?

16          A     Yes. Exhibit O, apparently again I -- for me, there  
17 was something that happened in 2005 that just spurred this  
18 whole problem with this family. And so, I was trying to figure  
19 that out, because again not getting answers from Counsel. So,  
20 I looked into this. I found there was a lawsuit, and I also  
21 found it was dismissed. So I did -- I was looking through the  
22 pleadings. Well, one of the pleadings, when it was dismissed,  
23 it was dismissed in July, on July 11th, '06 by Judge Post.  
24 Apparently, there was a motion filed by Emma's counsel to  
25 dismiss their own action. And, based on -- and I don't have