

UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO

Civil Action No. 95-Z-777

ELLER INDUSTRIES, INC.

Plaintiff,

v.

INDIAN MOTORCYCLE MANUFACTURING INC, a New Mexico corporation,

Defendant,

v.

United States of America,

Intervenor.

**LEONARD S. LABRIOLA'S RESPONSE TO STERLING CONSULTING
CORPORATION'S NOTICE OF DISAPPROVAL OF CLAIM OF LEONARD S.
LABRIOLA FOR FINANCE COMMITTEE COMPENSATION AND MOTION
TO DISALLOW CLAIM**

I, Leonard S. Labriola, filing Pro Se, hereby object to Sterling Consulting Corporation's Notice Of Disapproval Of Claim Of Leonard S. Labriola For Finance Committee Compensation And Motion To Disallow Claim.

As grounds therefore, I, Leonard S. Labriola submit the following:

1. In his motion, the receiver quotes from his own *Bid Determination and Twenty-Second Report* dated January 20, 1998 in which he found that:

28. Finance Committee Members. Finance Committee Members Messrs. Bondy, Labriola, and Lucci were promised their percentages, and those promises were approved by Order of Magistrate Judge Schlatter. Much of the success of the receivership is the direct result of their efforts and hard work. It would be completely unfair to retroactively reduce their

compensation now that success has been achieved as required by the Hortitech bid. Again, the receiver believes that the commitments to the Finance Committee Members constitute administrative contracts of the Receivership Estate. When approval of each was requested, no one objected (save Michael Mandelman, and the dispute with him has been resolved), and the administrative obligations were approved. Hortitech's attempt to reduce the compensation to the Finance Committee Members is evidence of the fact that the Hortitech bid is lower."

2. Mr. Block accurately represents the objective fact that he made a commitment to me for compensation as a percentage [3%] of the new Indian Motorcycle Company. Judge Schlatter approved this commitment and ordered it an administrative contract. Mr. Block recognized that the success of the receivership is due in no small part to my contributions. And Mr. Block even stated that it would not be fair to retroactively reduce this amount.

3. Mr. Block's motion then deteriorates into hollow arguments backed by distortions and fabrications that attempt to retract the hard commitment that has been a part of this Court's record for almost two years.

5. I will respond to Mr. Block's arguments and pray his actions will be recognized as too egregious for this Court to allow. If this Court does not now deny Mr. Block's motion, I pray that it will require Mr. Block to provide specificity regarding his serious charges against me, and substantiate any charges in a neutral and unbiased venue.

6. **Block assertion:** Motion to Disallow, §14: I signed a document attached to Mr. Blocks motion that stated, in pertinent part:

"Pending resolution of Mr. Leal's disputes with the receiver, the receiver recommends that the issue of Mr. Leal's compensation, if any, should be reserved."

From this, Mr. Block infers that:

"Mr. Labriola clearly acknowledged that he understood that compensation for contributions to the Finance Committee was not set, but rather subject to downward adjustment if a party became adverse to the receiver."

Response: “subject to downward adjustment” True. The compensation schedule was not locked in until the court ordered it. This is why Mr. Block reserved Mr. Leal’s compensation. Unless it was reserved, it would have been ordered and placed beyond his ability to adjust. My compensation was never reserved. I am embarrassed to admit that I did not defend Mr. Leal at that time because the receiver **was** able to arbitrarily reduce or deny my compensation **prior** to the Court’s order. I could not afford to upset Richard Block and have him do to me what he is now trying to do to me anyway – arbitrarily strip me of the compensation for which I had worked and sacrificed. There is a lesson here.

Response: “if a party became adverse to the receiver” The *adversity of Mr. Leal* referred to by Mr. Block, refers to Mr. Leal’s questioning of Mr. Block’s expenditures. More accurate would be to characterize the threat to Mr. Leal’s compensation as punishment for acting adverse to the person of Richard Block, and not to the office of receiver.

Mr. Leal had invested \$300,000 into receivership certificates. When Mr. Block reported the money all gone, Mr. Leal, acting no more aggressively than any prudent investor, requested the receivership’s financial statements in greater detail than those provided in Mr. Block’s reports. He may even have requested them audited. As I was present during this time and personally watched the absurdity unfold, I know that this is how “Richard Block” came to characterize Mr. Leal as being adverse to “the receiver”.

8. **BLOCK ARGUMENT I** *Finance Committee Compensation is a Subjective Determination within the Receiver’s Discretionary Power.*

“The receiver will report the exact nature and amount of compensation when a fair compensation is determined.”

Response True. Richard Block reported the nature of the compensation as being a percentage in the equity of the new Indian Motorcycle Company. He reported the

amount of my compensation to be 3% of such company (Based on the Eller contract, albeit determined by the Court to be an inferior contract, this 3% would be \$2.7 million¹).

Mr. Block must have deemed it to be fair as he requested approval from the Court, no one objected, and Judge Schlatter ordered it almost two years ago. I will ignore the other insulting fabrications included in this section. Richard Block now believes he wields such arbitrary authority that he can, at his whim, change his mind and -- just like that -- undo an order of this Federal District Court that has been reported and relied upon for almost two years. I pray the Court does not agree.

9. **BLOCK ARGUMENT II:** *Mr. Labriola cannot establish a Meritorious Claim to Compensation as a Matter of Law.*

“In informal discussion, Mr. Labriola has asserted that... he may bring a claim based upon promissory estoppel or quantum meruit. Any such claims would fail as a matter of law, so they should be disallowed now.”

Response: For the record, the “informal discussions” Mr. Block refers to here were actually settlement discussions held in the offices of Judge Schlatter. After acknowledging the commitment made to me by this United States District Court, Mr. Block proceeds to argue not that he did not enter into the contract, not that I did not devote years to his service, but that he can use the legal process and the power vested in him by the Court to thwart my enforcement of the contract. I will respond point by point, but watching Richard Block swing the authority of this Federal Receivership Court like a bat up-side-the-head of anyone daring to challenge him is very disconcerting.

8. **BLOCK ARGUMENT II A** *Mr. Labriola Can Not Establish any of the elements of Promissory Estoppel.*

¹ See *Brief In Support of Determining the Value of Finance Committee Compensation for Leonard S. Labriola's Response to Sterling Consulting Corporation's Notice of Disapproval of Claim of Leonard S. Labriola for Finance Committee Compensation and Motion to Disallow Claim dated July 6, 1999.*

Response - Condition 1 for Promissory Estoppel - The promisor made a promise to the promisee. Throughout 1995, I repeatedly made Richard Block aware that I expected to receive 3% of the Indian Motorcycle Company as compensation for my service on his Finance Committee. In January of 1996, after the combination of the estates was approved by the Massachusetts Bankruptcy Court, on the flight back from that very hearing in fact, Mr. Block suggested that I broker an “inside deal” to gain my 3% compensation. He suggested that before the order merging the two estates was made public, I take advantage of my inside knowledge of this dramatic event to “arbitrage” this inside information. Essentially, he recommended that I buy while the price was still low, sell when the information was made public and the price went up, and keep the difference.

When I informed Mr. Block that I believed that trading on inside information was unethical, he responded in two ways. First, he reminded me, literally, that “this is not church Lonnie”, and then he told me, for the first time, that if I expected to get 3% of this company I had better figure out how to get it because he certainly was not going to hand it to me.

For obvious commercial and moral reasons, after about a week of consideration, I decided to drop off the Finance Committee. I did so for three reasons, 1) lucrative opportunities I had turned away to serve the receiver were still available, 2) I could compile my own bid to acquire the assets of the estates if and when Mr. Block decided to sell them, and 3) I found Mr. Block’s ethics, and disparaging religious remarks, to be offensive.

However, a week or two later, after I had incorporated Indian Motorcycle Acquisition Group, or IMAG as it has come to be known, the receiver put on a full-court press to keep me on his committee. He eventually promised me my 3% if I would remain, but advised against making a big deal about or recording his commitment. I was not concerned, but he suggested that it might draw objections from the estate and others on the committee. He assured me,

however, that “he knew what I wanted”, and that it would be easier after more time had passed.

His persuasive argument was to point out that no guarantees of success accompanied an *IMAG* bid, but that if I remained in his service, I could still submit a bid after the committee was disbanded. If *IMAG* failed at that time, at least I would still have 3%. Discussing Mr. Block’s overture with my advisors, they suggested that his position made sense, so I remained. Having no source of revenue made the commitment difficult, but as evidenced by the ordered 3% he did maintain his commitment, at least until now.

9. **Condition 2 for Promissory Estoppel** - *The promisor should reasonably have expected that promise would induce action or forbearance on the part of the promisee.*

I immediately dropped all other efforts (forbearance) and focused my efforts on the Finance Committee (action). I occasionally ran a flag up the pole for *IMAG* (forbearance), but I had begun driving 45-minutes each way so that I could be more effective working from the receiver’s office (action), because I was totally committed to the success of the estate overall.

10. **Condition 3 for Promissory Estoppel** - *The promisee in fact reasonably relied on the promise to the promisee’s detriment.* Based upon the promise of Richard Block, I pursued no other career or business opportunities, opportunities that would have resulted in significant financial benefit and financial peace of mind for my family. Instead, I had personally incurred negative cash flows each month, I put my family deeper in debt each month, and I personally covered tens of thousands of dollars of Finance Committee expenses incurred for such things as airfares, hotels, telephone, postage, etc.

11. **Condition 4 for Promissory Estoppel** - *The promise must be enforced to prevent injustice.* Based upon the commitment of this Court via its receiver, personified by

Richard Block, I devoted years of my life to work on the finance committee to benefit all the members of its estate.

During this period, while my wife financially supported the family, I would take her paycheck and buy airline tickets, pay for hotel reservations, pay the phone bill, etc. By incurring significant expenses while generating no revenue, this commitment triggered an audit by the IRS. We went deeper into debt each month, checked the bank account each and every day to ward of bouncing checks, and lived with the stress that accompanies this precarious financial lifestyle. We, my wife and I, sacrificed for years with the expectation that the risks associated with this commitment could be worth the reward if my assessment of the potential value underlying my 3% compensation was correct. It was.

When I was awarded 3% from Richard Block, 3% was worth virtually nothing. It represented an “equity kicker” for a \$200,000 investment into receiver’s certificates. As a direct result of my personal and direct efforts, this same 3% represented 674,773 shares of stock worth \$2.7 million in a growing and thriving public company whose value was dramatically increasing when this Court arbitrarily terminated its contract. If this Court does not honor its contract with me by instructing the receiver to deliver to me the equivalent of \$2.7 million in value, it will reflect a gross injustice.

So as evidenced by the above recitation of SPECIFIC facts, the elements of Promisory Estoppel are clearly established.

12. I must briefly answer the receiver’s assertion that “interest in justice” would cause my “harmful activities” to outweigh his Court ordered commitment. Mr. Block states:

“As set out in Section I above, Mr. Labriola’s activities have caused far more harm to the estate than any benefit he has conferred.”

What the receiver “set out in Section I”, and all that Mr. Block “set out in section I”, is the following singular statement; the one, single, unsubstantiated statement, upon which Richard Block demands that this Court penalize me \$2.7 million.

“Actions taken by Mr. Labriola have embroiled the receivership in litigation with many parties, some of whom were friendly to the receiver before Mr. Labriola’s surreptitious campaign of disinformation made such a mess of things.”

This entire statement is not true. The statement’s intentional lack of specificity speaks to its fabrication, and can easily be proven false by the simple requirement that Richard Block be specific.

The true fact is that I have never spoken, nor written, nor in any other way communicated the slightest, most insignificant piece of information that was not 100% truth. That Richard Block indicates otherwise is complete fabrication meant to abuse the confidence granted him by this Court and to further abuse the power granted him by the Court. The ease with which Richard Block fabricates information to suit his purposes never ceases to amaze. The record is full of instances where others, even those associated with the Court, speak of Mr. Block’s propensity for substituting his version of the facts, for the facts.

Absent any evidence or due process, Richard Block expects this Court to strip me of years of my life and \$2.7 million with a simple, arbitrary wave of his hand. If this Court were to merely direct Richard Block to make his charges against me specific, and to make them subject to fundamental rules of evidentiary procedure, the falsity of Mr. Block’s statements would be exposed. By permitting these unsubstantiated charges to be made, the Court is denying the protections of due process that form the bedrock of our judicial system.

13. **BLOCK ARGUMENT II B** *Mr. Labriola’s failure to Provide Valuable Service in Conjunction with the Harm He Caused the Estate Bars His Claim for Quantum Meruit.*

14. **Block assertion:** “Mr. Labriola fails to provide any evidence as to the reasonable value of his services.”

Response: Richard Block vociferously argued for me to remain on the Finance Committee in the face of my vociferous demand that to stay would require the compensation that he is now attempting to reject. Had my contributions not been meritorious, he would not have put forth such a grand effort to have me remain. Moreover, no further evidence could possibly be necessary when he and the very Court he purports to serve have already confirmed the value of my services.

From the *Receiver’s Bid Determination and Twenty-Second Report*

28. **Finance Committee Members.** Finance Committee Members **Messrs. Bondy, Labriola, and Lucci** were **promised** their percentages [**Labriola - 3%**], and those promises were **approved by Order of Magistrate Judge Schlatter**. Much of **the success of the receivership is the direct result of their [Labriola’s] efforts and hard work**. It would be completely **unfair to retroactively reduce** their [**Labriola’s**] **compensation** now that success has been achieved as required by the Hortitech bid. Again, the receiver believes that the **commitments to the Finance Committee Members [Labriola] constitute administrative contracts of the Receivership** Estate. When approval of each was requested, no one objected (save Michael Mandelman, and the dispute with him has been resolved), and the administrative obligations were approved. Hortitech’s attempt to reduce the compensation to the Finance Committee Members is evidence of the fact that the Hortitech bid is lower.” (*emphasis added*)

15. **Block assertion:** “In fact, Mr. Labriola’s services have caused significant harm to the Estate”.

Response: Mr. Block disbanded the Finance Committee on January 21, 1997. My services concluded with that action. Mr. Block has since had sales contracts with ACG, Eller, and IMCOA. Mr. Block verified that IMCOA delivered greater value than Eller. The sale to IMCOA, with its superior terms, has been closed. Not only does Mr. Block fail to demonstrate how the estate has been “significantly harmed”, Mr. Block fails to explain how it

could be that services I performed prior to January 21, 1997 caused this “significant harm”. Mr. Block’s propensity for fabrication demands that his charges be made specific and subject to evidentiary procedure. If not will be to summarily deny my rights to due process and to equal protection under the law.

16. **ARGUMENT III** *Mr. Labriola is Equitably Estopped By Prior Action from Arguing Against Rejection.*

17. **Block assertion:** “As set out above, Mr. Labriola expressly agreed in writing that Mr. Leal’s compensation should be reduced and lobbied behind the scenes to have Mr. Mandelman’s compensation reduced.”

Response: This, again, is pure fabrication. The document to which Mr. Block refers, the document I signed, the document that is attached to the very pleading to which I here respond actually states:

“Pending resolution of Mr. Leal’s disputes with the receiver, the receiver recommends that the issue of Mr. Leal’s compensation, if any, should be reserved.”

This is what Mr. Block interprets as my having “expressly agreed in writing that Mr. Leal’s compensation should be reduced.” This is nonsense. Mr. Block is clearly relying on his history with this Court, a Court that has never questioned his assertions nor interfered with his actions. I have a right to equal protection. I have a right to due process.

18. **Block assertion:** “As set out above, Mr. Labriola expressly agreed in writing that Mr. Leal’s compensation should be reduced and lobbied behind the scenes to have Mr. Mandelman’s compensation reduced.”

Response: Wrong again. First, there was nothing behind the scenes about it. As I am sure Mr. Mandelman would testify, I told him many times face to face that I did not believe he was entitled to any compensation. Mr. Mandelman was already to receive an equity

position (I believe but am not sure) of 10%, plus 50% of the company holding all European rights. My consistent position was that as an owner of the company already, he was putting forth effort to increase the value of the equity he already held. I never believed that he was due further equity compensation. Moreover, any and all discussions regarding this matter had occurred before the Court approved the compensation schedule.

As the receiver's arguments are all fabricated and untrue, I am not equitably estopped from denying that Richard Block can eliminate my Finance Committee compensation.

19. **ARGUMENT IV** *All Mr. Labriola's Claims are Barred by his Failure to Object to the Receiver's Twenty-Sixth Report and Bid Determination.*

20. **Block assertion:** "As set out above, the Receiver's Twenty-Sixth Report and Bid Determination clearly indicates Mr. Labriola will not be receiving any compensation for his work on the finance committee. Mr. Labriola did not object to the report. He is in no position now, months later, to claim reliance on earlier reports which has suggested he would be receiving compensation."

Response: First, my compensation was never a matter of suggestion, it was ordered by this US District Court. It is amazing that Richard Block continues to argue that he wields such arbitrary power that with nothing more then the swipe of his eraser, he can undo an order of this Federal District Court that has been repeatedly reported, relied upon, and allowed to stand for almost two years.

I believe I have every right to expect that if someone were trying to undo an order of this Court, an order that has stood for almost two years, that it would take more then just an entry on a table in a receiver's report. I have every right to believe and expect that it would take some affirmative action, deliberately called to my attention, before I could be charged,

pronounced guilty, and fined \$2.7 million for causing some vague, unspecified damage to the estate I have fought to protect for over 4 years. The receiver's argument is as typically specious as it is typically arrogant, and it should be given no quarter.

CONCLUSION

Therefore, this Court should determine that Richard Block does not wield such authority that would allow him to arbitrarily erase an order of this United States District Court that has stood for almost two years. This Court should determine that the receiver does not have the power and authority to unilaterally penalize me \$2.7 million for "damaging the estate" without leveling specific charges, without providing specific evidence, without providing specific testimony, or, indeed, without affording me any due process protections.

This Court should determine that the facts unequivocally demonstrate that my contract for 3% of the Indian Motorcycle Company should not only be upheld, but should be enforced to the fullest. The Receiver should be instructed to delivered to me at least \$2.7 million in value represented by either shares in the Indian Motorcycle Company as was promised, or cash. To the extent that I receive value less than \$2.7 million, the Court should require Richard Block to provide a specific and detailed explanation as to why this Court is delivering less value then was available to be delivered under the rejected Eller contract.

Respectfully submitted this 6th day of July 1999.

Leonard S. Labriola
Pro Se
198 Second Avenue / PO Box 774
Niwot, Colorado 80544

CERTIFICATE OF SERVICE

I hereby certify that on the 7 day of July, 1999, a true and correct copy of the foregoing document was deposited in the United States mail (or as otherwise indicated), postage prepaid, addressed as follows:

District Court Magistrate Judge
The Honorable O. Edward Schlatter
United States District Court
1929 Stout Street
Denver, Colorado 80294

District Court Senior Judge
The Honorable Zita Weinshienk
United States District Court
1929 Stout Street
Denver, Colorado 80294

Receiver
Richard A. Block, President
Sterling Consulting Corporation
91 East Dartmouth Avenue
Englewood, Colorado 80110

Attorneys for Massachusetts
Bankruptcy Trustee
Todd Blakely, Esq.
Sheridan Ross & McIntosh
1700 Lincoln Street, Suite 3500
Denver, Colorado 80203

Attorneys for Sterling Consulting
Corporation, as Receiver for IMMI
John M. Tanner, Esq.
Fairfield and Woods, P.C.
1700 Lincoln, #2400
Denver, Colorado 80203

Attorney for Receiver and Trustee
Edward A. Prince, Esq.
Cushman, Darby & Cushman
9th Floor, East Tower
1100 New York Avenue, N.W.
Washington, D.C. 20005

Attorney for Cow Creek Band of
Umpqua Tribe of Indians
David J. Stephenson, Esq.
Brauchli-Snyder, P.C.
1401 Walnut Street, Suite 400
Boulder, Colorado 80302-5332

Attorney for Preferred Putative
Shareholders
Kenneth B. Siegel, Esq.
Sherman and Howard
DC Box 12
633 Seventeenth Street, Suite 3000
Denver, Colorado 80202-3601

Glen E. Keller, Esq.
Geoffrey H. Simon, Esq.
Davis Graham & Stubbs LLP
370 – 17th St., #4700
Denver, Colorado 80202-5647

James R. Cage, Esq.
Berryhill Cage & North
1433 Seventeenth St.
Denver, Colorado 80202

Attorneys for John Petito, Martha Dixon, Rook Everil,
Marcia Taylor, Richard Bascianni, and John Nicholson
Allan L. Hale, Esq.
Monica A. Woods, Esq.
Hale Hackstaff Tymkovich ErkenBrack
and Shih, L.L.P.
1675 Broadway, Suite 2000
Denver, Colorado 80202

Attorneys for Charles and Lois Mathre
and American Indian Motorcycle
Company, Inc.
Lee M. Kutner, Esq.
Rubner & Kutner, P.C.
303 East 17th Avenue, Suite 500
Denver, Colorado 80203

Attorney for Scott Kajiya and
Jaime Ruis
Peter C. Freeman, Esq.
Freeman & Gelbart
1551 North Tustin Avenue, Suite 720
Santa Ana, California 92701

Attorney for Bikers Dream, Inc.
Emanuel C. Grillo, Esq.
Christy & Viener
620 Fifth Avenue
New York, NY 10020

Attorneys for Michael Mandelman
James H. Hahn, Esq.
Law Office of James H. Hahn
1120 Lincoln Street, Suite 809
Denver, Colorado 80203-2137

Attorney for Edward A. Leal
Gary C. Moschetti, Esq.
Hatch & Moschetti, LLP
1775 Sherman Street, Suite 2820
Denver, Colorado 80203

Trustee
Stephan M. Rodolakis, Esq.
Mark S. Foss, Esq.
Peters, Massad & Rodolakis
255 Park Avenue, Suite 1100
Worcester, Massachusetts 01609

Attorney for United States of America
Noreene C. Stehlik, Esq.
Trial Attorney, Tax Division
U.S. Department of Justice
P.O. Box 683
Ben Franklin Station
Washington, DC 20044

Attorneys for A.B. Goldberg
P. Scott Lowery, Esq.
1999 Broadway, #3800
Denver, Colorado 80202

Marcella T. Clark, Esq.
303 E. 17th Ave., #700
Denver, Colorado 80203

Attorney for Michael Payne
Brad W. Schacht, Esq.
Otten, Johnson, Robinson, Neff
& Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202

David C. Roos, Esq.
Berliner, Zisser, Walter & Gallegos
1700 Lincoln, Suite 4700
Denver, Colorado 80203-4547

Attorneys for Former Chapter 11 Debtor
Robert S. Adler, Esq.
Seder and Chandler
339 Main Street, Suite 300
Worcester, Massachusetts 01608-1585

Attorney for Hilmi Sevimli
Christopher C. Noble, Esq.
Bushnell on the Park
100 Wells Street
Hartford, Connecticut 06103

Attorneys for Michelle Marie Lean
Douglas M. Tisdale, Esq.
Baker & Hostetler
303 East Seventeenth Avenue, Suite 1100
Denver, Colorado 80203-1264

Attorney for Benny Singer
Nancy D. Miller, Esq.
Law Offices of Nancy D. Miller, P.C.
1600 Broadway, Suite 2312
Denver, Colorado 80202

Attorneys for A.B. Goldberg, First
Entertainment, Inc., Morton B. Lempel, and
Harvey Rosenberg
Edward T. Ramey, Esq.
Isaacson, Rosenbaum Woods and Levy
633 – 17th St., #2200
Denver, Colorado 80202

Attorney for Charles and Loise Mathre
And American Indian Motorcycle Co.,
Inc. and Mr. Gleen Pierce
Daniel N. Dawes, Esq.
Graham & James LLP
650 Town Center Dr., 6th Floor
Costa Mesa, California 92626-1925

Indian Tabac Cigar Co., Inc.
Raksh Patel
314 – 6th Ave.
Venice, California 90291

Attorney for American Motorcycle
Technology, Inc.
Janice M. Finch, Esq.
Finch & Associates, LLC
950 S. Cherry St., #1000
Denver, Colorado 80222

Attorney for Eller Industries
Bruce A. Menk, Esq.
Hall & Evans, L.L.C.
1200 – 17th Street, #1700
Denver, CO 80202

Attorney for Benny Singer
John V. Del Gaudio, Jr., Esq.
John V. Del Gaudio, Jr. & Associates
221 N. LaSalle St., #638
Chicago, Illinois 60601

Attorney for AAA Sign Company
Geoffrey S. Race, Esq.
Wells, Anderson & Race, LLC
1700 Broadway, #1850
Denver, Colorado 80290-1801

Attorney for Hortitech, Inc.
Peter R. Nadel, Esq.
Gorsuch Kirgis LLP
Tower 1, Suite 1000
1515 Arapahoe St.
Denver, Colorado 80202
