

DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	DATE FILED: March 6, 2017 9:27 AM CASE NUMBER: 2015CV30918  <p style="text-align: center;"><b>⚠ COURT USE ONLY ⚠</b></p>
<b>Plaintiff(s)</b> C AND C OF DENVER v. <b>Defendant(s)</b> TELE COMM RESOURCES LP	
Case Number: 2015CV30918 Division: 409                      Courtroom:	
<b>Order Disallowing Mortgage Claims of Douglas Bruce</b>	

The motion/proposed order attached hereto: SO ORDERED.

In addition to the grounds stated in the Motion, there has been no response to said Motion. Accordingly, the Motion is Granted and So Ordered.

Issue Date: 3/6/2017



MICHAEL JAMES VALLEJOS  
 District Court Judge

<b>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO</b> 1437 Bannock Street, Room 256 Denver, Colorado 80202 Phone Number: 720-865-8301	
<b>Plaintiff(s):</b> CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado  <b>Defendant(s):</b> TELE COMM RESOURCES, Limited Partnership, a Nevada limited Partnership, also dba TELE COMM RESOURCE, LP	Case Number: 2015CV30918 Division: 409
<b>ORDER DISALLOWING MORTGAGE CLAIMS OF DOUGLAS BRUCE</b>	

The Court, upon the motion of Sterling Consulting Corporation, as receiver, and being sufficiently advised in the Premises, hereby Orders as follows:

By document dated June 29, 2016, Mr. Douglas Bruce filed his Objection to Receivership, Partial Submission of Claim Under Protest, and Motion for Continuance with this Court. By a document dated August 31, 2016, Mr. Bruce updated his Claim Submission with the filing of a formal claim (the "Claim") with the receiver.

The Claim, as filed, was only partially legible because the blanks were filled in by hand writing (Mr. Bruce was in prison at the time and apparently had no access to a typewriter or computer). When the receiver made its report of the Claim to the Court, the receiver also attached the receiver's attempt to retype the handwritten portions of the Claim. Mr. Bruce did not object or comment on the Unofficial Claim.

In the Submission of Claim and the Claim, Mr. Bruce Claims two loans with liens against the Property of the Receivership Estate, one against the Property at 601-609 Lipan Street, Denver, Colorado, 80204 (the "Lipan Claim") and another against the Property at 3700 Gaylord Street, 3701 York Street, 3749 York Street, 3735 York Street, Unit 104, Denver, Colorado, 80205 (the "Cheesman Claim") (collectively, the Lipan Claim and the Cheesman Claim make up the Claims).

In the Claim Submission, Mr. Bruce wrote: “The original amount in the Lipan foreclosure action was \$499,000. RPI adds back property taxes paid by him to protect his equity, and costs to date, for a total sale amount of \$530,000 as of June 30, 2016.” The Court therefore finds the fact (but not the conclusion) that the Lipan Claim was made in the amount \$530,000 plus interest after June 30, 2016.

Mr. Bruce has not provided a similar statement of his Claim amount with respect to the Cheesman Claim. Accordingly, there is no statement of Claim amount available for the Cheesman Claim. There is, however, a deed of trust dated December 30, 2003 and recorded September 7, 2004 with the Denver Clerk and Recorder at Reception No. 2004186449 with a face amount of \$2,400,000.

There are three provisions in the Order to Present and File Claims (the “Claims Order”) entered by this Court on June 23, 2016 that were disregarded by Mr. Bruce in the Claims:

8. The Claimant shall specify the preference, security, and priority status of the Claim.
9. The Claimant shall specify whether the Claim bears interest, late fees, or penalties, and, if so, the basis for claiming interest, late fees, or penalties.
10. If the Claim is supported by a note or similar debt instrument, the Claimant shall provide a detailed ledger, calculated no less often than monthly, demonstrating how the balance under the note or debt instrument was funded, together with evidence of the cash used to fund the note or debt instrument.

These requirements are standard in any order to present and file claims. Without such disclosures and evidence, it would be very difficult, if not impossible, for the receiver or the Court to judge the veracity of any claim.

Turning first to the Claims, no evidence was presented that either the Lipan loan or the Cheesman loan were ever funded. Mr. Bruce had an obligation under the Claims Order to present evidence as to how the loan was funded or that the loans were funded in a manner other than cash (*e.g.*, that Mr. Bruce owned the properties and sold them to the current owners using a purchase money mortgage).

Second, at times loans are made in the form of credit lines, starting with a zero balance and increasing with draws against the loan and decrease with payments on the loan. There was no evidence presented that the loans were credit lines, funded subsequent to the date of the loan.

Third, there was no evidence presented to reflect payments on the loans. In fact, Mr. Bruce's claim form on the Lipan loan indicates that no payments have ever been made since the loan was made in January of 1998. The Cheesman loan similarly has been cast as having had no payments since the loan was made December 30, 2003. The Statute of Limitations to collect a monetary debt is six years. C.R.S. §13-80-103.5. Thus if these assertions are correct, then neither loan would be collectible at this point.

Mr. Bruce cannot have it both ways. He cannot Claim that there have been no payments under either loan without also admitting that the loans are beyond the statute of limitations.

Mr. Bruce does not have the excuse of being in prison anymore to excuse his refusal to provide ledgers and support documenting that there is a balance on either the Cheesman Loan or the Lipan Loan. Mr. Bruce has been released from prison, has had access to the documents and information he needed to support his Claim in compliance with the Claims Order, and has failed or reserved to provide the required documentation to the receiver.

Accordingly, it is ORDERED as followed:

Mr. Bruce's Claims be disallowed and expunged in full. Mr. Bruce may seek reconsideration of this Order within 35 days of the date hereof by addressing the shortcomings addressed above, and in particular the lack of evidence to support his claim.

In the meantime, Mr. Bruce is enjoined from taking any actions action intended to affect the real estate properties of the Receivership Estate until this Court has allowed the Claims of Mr. Bruce.

Done this \_\_\_ day of \_\_\_\_\_, 2017.

BY THE COURT

\_\_\_\_\_  
District Court Judge