COLORADO SUPREME COURT 2 East 14th Avenue Denver, Colorado 80203 (720) 625-5150 Certiorari to the District Court, Boulder County, Colorado, Case No. 2022CV30158 Hon. J. Keith Collins Appeal from: County Court, Boulder County, Colorado Case No. 2020C32092 Hon. Jonathon P. Martin **Petitioner:** Felicia Wright v. **Respondent:** Portfolio Recovery Associates, LLC.	▲Court Use Only▲
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BRIEF OF AMICI CURIAE COLORADO LEGAL SERVICES, CENTER FOR RESPONSIBLE LENDING, NATIONAL ASSOCIATION OF CONSUMER ADVOCATES, NATIONAL CONSUMER LAW CENTER, PUBLIC JUSTICE, AND TOWARDS JUSTICE IN SUPPORT OF PETITIONER	

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I. Colorado Legal Services.

Colorado Legal Services ("CLS") is a private, nonprofit corporation that provides high-quality, free civil legal assistance to low-income and elderly Coloradans in all 64 counties. CLS' mission is "[t]o provide meaningful access to high quality civil legal services in the pursuit of justice for as many low-income persons and members of vulnerable populations throughout Colorado as possible."

CLS is interested in this case because it is the largest law firm representing alleged debtors in Colorado, and the Court's decision in this case will affect large numbers of CLS' clients. CLS' clients are often unaware of their legal rights and what actions creditors and judgment creditors can and cannot take. CLS' clients often assume that if they are told they owe money, they truly owe it. As one of the only firms that regularly represents low-income debtors in court, CLS is vitally interested in ensuring that its client population is properly protected by the requirements of due process, fairness, and a level playing field between creditors and debtors. CLS similarly has a vested organizational interest as debtor's counsel in ensuring courts follow rules and statutory requirements.

II. Center for Responsible Lending.

The Center for Responsible Lending ("CRL") is a nonprofit organization dedicated to eliminating abusive practices in the market for consumer financial services and to ensuring that consumers benefit from the full range of consumer

protection laws designed to prohibit unfair and deceptive practices by financial services providers. CRL is an affiliate of Self-Help, a nonprofit based in North Carolina, with retail credit union branches in North Carolina, Virginia, Florida, Georgia, California, Wisconsin, Washington, and Illinois.

III. National Association of Consumer Advocates.

The National Association of Consumer Advocates ("NACA") is a nonprofit association of more than 1,600 attorneys and consumer advocates committed to representing consumers' interests. NACA's members are private and public sector attorneys, legal services attorneys, law professors, and law students whose primary focus is the protection and representation of consumers. They have represented hundreds of thousands of consumers in small damages actions and consumer class actions. As a national organization fully committed to promoting justice for consumers, with an emphasis on those of modest means or those who are otherwise especially vulnerable, NACA's members have also long advocated to ensure that consumers have remedy and means of redress of injuries caused by unfair practices.

IV. National Consumer Law Center.

The nonprofit National Consumer Law Center ("NCLC") works for economic justice for low-income and other disadvantaged people in the U.S. through policy analysis and advocacy, publications, litigation, and training. NCLC

publishes a 21-volume Consumer Credit and Sales Legal Practice Series, including Collection Actions (6th ed. 2024) and Fair Debt Collection (10th ed. 2022), and has particular expertise concerning debt collection and state consumer protection laws. *See, e.g.*, NCLC, *Debt Collection*, https://www.nclc.org/topic/debt-collection/ (last visited Aug. 29, 2025). NCLC frequently appears as amicus curiae in consumer law cases throughout the country and has a particular interest in ensuring that state laws are implemented fairly to protect the rights of low-income consumers in debt collection actions.

V. Public Justice.

Public Justice is a national public interest legal advocacy organization that specializes in precedent-setting, socially significant civil litigation, with a focus on fighting corporate and governmental misconduct. Public Justice has long maintained an Access to Justice Project, which seeks to ensure that civil courts are an effective tool that people with less power can use to win just and equitable outcomes and hold to account those with more power. As a part of that effort, Public Justice has long worked to prevent the civil court system from being inappropriately wielded against consumers, workers, and families, particularly in the context of debt-collection actions and to hold debt collectors to ordinary evidentiary and contractual requirements.

VI. Towards Justice.

Towards Justice is a nonprofit law firm that represents workers in litigation and other advocacy efforts to build worker power and advance economic justice in Colorado and nationwide. Towards Justice's cases often involve clients faced with unlawful debts who have little recourse against creditors that are not held to an adequate standard of proof that the debts they seek to collect are valid. Ensuring that the courts enforce statutory protections to guard against unfair and abusive debt collection practices is critical to support Towards Justice's clients and its work challenging the imposition of unlawful debts.

ARGUMENT

I. Legal Requirements Provide Critical Consumer Protections.

The General Assembly amended the Colorado Fair Debt Collection Practices Act ("CFDCPA") in 2017 to protect consumers from debt buyers. This case illustrates the importance of those protections.

A. The Debt Collection Process.

Most collection actions are filed by debt buyers in county court. Debt buyers serve a summons and complaint. Most defendants lack counsel. If a *pro se* defendant appears in court, they are often encouraged to talk to the plaintiff to try to settle and may feel pressured to settle. In most stipulations, defendants agree to pay all or part of the debt, and may even stipulate to a judgment with repayment.

If the defendant does not file an answer, a default judgment enters. A 2017 study by the Colorado Center on Law and Policy ("CCLP") found that borrowers facing collection actions by subprime lenders filed an answer in only 8% of cases and were represented by counsel in only 2.5% of cases.[1]

C.R.C.P. 316 governs case management in county court. Parties may request disclosures from one another. However, parties only must disclose the evidence and witnesses they intend to use at trial, not all relevant information. Actual discovery is rare. Discovery may only be requested at a pretrial conference, and the court has discretion as to whether to order discovery. *See* C.R.C.P. 316.

Petitioner Felicia Wright filed a motion for discovery. CF, pp. 210–13. Her request was denied. CF, pp. 838–42. When discovery is denied, a defendant has only documents voluntarily provided by the plaintiff in disclosures. Defendants usually cannot effectively challenge the plaintiff's case with only these limited documents, as necessary documents are missing.

B. Debt Buyers.

A debt buyer is a person or company that purchases delinquent or charged-off debt from creditors, then attempts to collect.[2] Debt buyers usually purchase

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[1] Michelle Webster, CCLP, *Paying More to Borrow: Subprime Lender Thrives While Colorado Consumers Struggle* (2017), https://copolicy.org/ wp-content/uploads/2017/05/Paying-More-to-Borrow_051617.pdf.

[2] Julia Kagan, *Debt Buyer: Who They Are and How They Work* (Mar. 19, 2024), https://www.investopedia.com/terms/d/debt-buyer.asp.

thousands of accounts at a time from a creditor or another debt buyer at a fraction of their face value. This group of accounts is called a "portfolio." Debt is grouped into portfolios based on type of accounts, length of time since default, or the number of prior collection placements.[3]

After agreeing on a price, the parties enter into a purchase and sale agreement that outlines the terms of the debt sale between the creditor and debt buyer. These agreements include details about the accounts being sold, a description of prior collection placements, any representations and warranties, any limits on resale, and details about information to be provided at the time of or after sale.[4]

When a portfolio of thousands of accounts is sold, the parties execute a bill of sale or other short assignment document. That document simply references the portfolio and the purchase and sale agreement. This one-page document typically says: "Seller, for value received and pursuant to the terms and conditions of the Purchase & Sale Agreement, hereby assigns all rights, title and interest of Seller to those receivables identified in the Sale File."[5]

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[3] Fed. Trade Comm'n ("FTC"), *The Structure and Practices of the Debt Buying Industry* 35 (Jan. 2013), https://www.ftc.gov/sites/default/files/documents/reports/structure-and-practices-debt-buying-industry/debtbuyingreport.pdf.
[4] *Id.* at 17, 24–27.
[5] Dalié Jiménez, *Dirty Debts Sold Dirt Cheap*, 52 Harv. J. on Legis. 41, 81 (2015).

At the time of sale, the debt buyer also usually receives an electronic spreadsheet listing the thousands of specific consumer accounts being transferred, along with any additional documentation, like account statements.[6]

Because debt buyers are not the original creditors and provide incomplete documentation, it is challenging for defendants to know if the claims are correct or obtain key information like what the debt is for and why they owe it. Coupled with the inherent disadvantage that mostly *pro se* defendants have in defending against collection actions, this makes the protections of C.R.S. § 5-16-111 of paramount importance.

Debt buyers file lawsuits and obtain judgments with little or no documentation evidencing their connection to the debt or the right to collect it. Often, they attach so-called 'exhibits' as proof of assignment. But the attachments almost never include underlying purchase agreements. *See, e.g.*, CF, pp. 11–14. These 'exhibits' are often one-page bills of sale or affidavits reciting information from spreadsheets of uncertain origin or foundation. Without a copy of the actual document received from the debt seller, which the bill of sale refers to as identifying the accounts transferred and proof of transfer of the alleged account, there is no admissible evidence that a defendant owes anything. This can result in

[6] FTC, *supra* n.3, at 35.

judgments against consumers who do not actually owe debt.[7] For example, New York settled with debt buyer Encore Capital, requiring vacatur of 4,500 judgments worth roughly $18 million in cases where Encore had illegally sued consumers over time-barred debts, and also settled with Respondent Portfolio Recovery Assets ("PRA") and another debt buyer, requiring them to vacate 3,000 judgments.[8]

A 2016 CRL report found that the four biggest debt buyers alone filed close to 40,000 cases in Colorado county courts from 2013 to 2015, accounting for 8% of all county court civil cases filed. From a random sample of 375 cases filed in five Colorado county courts, 71% resulted in default judgments, and 38% resulted in wage garnishment. All defendants in the random sample were *pro se*.[9]

Debt buyers file a high volume of lawsuits, resulting in massive amounts of judgments. For example, in 2024, Jessica Reardon, attorney for Respondent PRA, was the filing attorney in over 2700 cases in Colorado Courts E-filing and Denver County Court E-filing. Ensuring that these judgments have the proper evidentiary basis and support is critically important. Once a judgment has been entered, it is

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[7] Conor P. Duffy, *A Sum Uncertain: Preserving Due Process and Preventing Default Judgments in Consumer Debt Buyer Lawsuits in New York*, 40 Fordham Urb. L.J. 1147, 1165–66 (2013).
[8] Nina Lea Oishi, *Judging Debt: How Judges' Practices in Consumer Credit Court Undermine Procedural Justice*, 133 Yale L.J. F. 271, 284, 286 n.90 (2023).
[9] CRL, *Debt Buyers Hound Coloradans in Court for Debts They May Not Owe* 1–5 (Dec. 2016), https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/colorado_debt_buying.pdf.

difficult for defendants to challenge the validity of the judgment. Once judgment enters, the creditor can place liens against or foreclose on real property, garnish bank accounts and wages, or take other action.

C. The CFDCPA's Requirements for Debt Buyers.

A 2016 Sunset Report prompted the General Assembly to amend the CFDCPA in 2017.[10] This Sunset Report noted that complaints against debt collectors had recently increased to become the most common consumer complaint to the Attorney General's Office, with the top complaint being that the consumer did not owe the debt. Sunset Report at 4. The Sunset Report pointed to the recent increase in bulk debt selling and buying within the debt industry as a key factor in the rise in these complaints. *Id.* at 24–25. It concluded that the lack of debt documentation accompanying bulk debt buy/sell transactions was the primary cause of the problem. *Id.* It referred to such debt as "zombie debt" because, from the consumer's perspective, the debt "never dies" and continues through multiple sales, regardless of whether the debt was ever legitimate. *Id.* at 25.

As a result of this undocumented debt, the Sunset Report noted that abuse and harassment of consumers was on the rise and would likely continue to grow.

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[10] Colo. Dep't of Reg. Agencies, *2016 Sunset Review: Colorado Fair Debt Collection Practices Act* (Oct. 2016), https://coprrr.colorado.gov/sites/coprrr/files/documents/2016-Sunset-Review-Colorado-Fair-Debt-Collection-Practices-Act.pdf ("Sunset Report").

Id. at 18, 24–26. The Sunset Report concluded that the best way to address this problem was to require a debt buyer to "establish" to the consumer and the court *at the time they bring their actions* that the debt was validly assigned. *Id.* at 25.

The General Assembly adopted most recommendations of the Sunset Report through the bipartisan Senate Bill 17-216. Colo. S.B. 17-216, 2017 Reg. Session, https://leg.colorado.gov/sites/default/files/2017a_216_signed.pdf ("S.B. 17-216"). The Sunset Report recommendations are now codified in the CFDCPA. C.R.S. § 5-16-111.

II. The CFDCPA Protects Consumers.

The CFDCPA is the main Colorado law governing debt collection practices. *See generally* C.R.S. §§ 5-16-101 to 5-16-135. The CFDCPA prohibits debt collection companies from using abusive, deceptive, or unfair practices to collect debts from consumers. C.R.S. §§ 5-16-106, 107, & 108.

The right to bring an action for damages, based in contract, was historically referred to as a "chose in action." *See Baker v. Young*, 798 P.2d 889, 893 (Colo. 1990). A 'chose in action' is personal property and is defined as, "[a] right to receive or recover a debt, or money, or damages for breach of contract, but which cannot be enforced without action." *City & Cnty. of Denver v. Jones*, 85 Colo. 212, 214 (Colo. 1929). Choses in action are assignable. *Webb v. Dessert Seed Co.*, 718 P.2d 1057, 1068 (Colo. 1986).

The CFDCPA defines a debt buyer as "a person who engages in the business of purchasing delinquent or defaulted debt for collection purposes, whether it collects the debt itself, hires a third party for collection, or hires an attorney for litigation in order to collect the debt." C.R.S. § 5-16-103(8.5). A debt buyer purchases the right to recover a debt. The extent of those rights is set out in the purchase agreement.

An owner of a 'chose in action' for the recovery of debt holds the right to recover the debt, as well as the right to discharge a debt. *See Medical Lien Mgmt., Inc. v. Allstate Ins. Co.*, 354 P.3d 167, 172 (Colo. App. 2013), *rev'd on other grounds by Allstate Ins. Co. v. Med. Lien Mgmt., Inc.*, 348 P.3d 943, 950 (Colo. 2015). Therefore, any legal action brought by a debt buyer for the recovery of debt against a consumer is dependent upon the debt buyer being the owner of the 'chose in action.'

A debt buyer only takes ownership of a 'chose in action' for recovery of a debt after a valid assignment and after notice of the valid assignment has been given to the debtor. C.R.S. § 5-16-103(8.5); *see also Restatement (Second) of Contracts* § 338 (1981).

A valid assignment transfers the assignor's rights and duties to the assignee and places the assignee in the assignor's shoes. *SDI, Inc. v. Pivotal Parker Commer., LLC*, 339 P.3d 672, 676 (Colo. 2014). The document evidencing a valid

assignment "must assign the . . . chose in action, and the subject matter . . . must be described with such particularity as to render it capable of identification." *Ford v. Summertree Lane Ltd. Liab. Co.*, 56 P.3d 1206, 1209 (Colo. 2002) (quotations omitted). "To be sufficient, a description of the matter to be assigned *must identify with certainty the property* and such description may be aided by competent extraneous evidence. But a vague and indefinite extraneous description will not be considered sufficient identity of the chose in action." *Id.* (emphasis added) (citing *Russell v. Tex. Consol. Oils*, 120 F. Supp. 508, 512 (D.N.M. 1954) (finding that an assignment was invalid where the assignment letter neither identified a specific item to be assigned nor indicated an attempt to actually transfer title)).

For the purposes of the CFDCPA, a debt buyer is considered a collection agency. C.R.S. § 5-16-103(8.5). Legal actions brought by a collection agency and/or debt buyer for the recovery of a debt against a consumer are specifically regulated by C.R.S. § 5-16-111(2), which imposes additional pleading requirements. C.R.S. § 5-16-111(2)(a)(III) requires a plaintiff to attach a copy of a signed contract creating the original debt. It only allows credit card statements to substitute for a signed contract if the debt buyer alleges and proves that no signed contract existed when it brought its action. C.R.S. § 5-16-111(2)(b) requires a plaintiff attach a copy of the assignment or other writing establishing that the debt buyer is the owner of the debt to the complaint.

Both common law and the CFDCPA thus require a debt buyer to attach documents evidencing the existence of a 'chose in action' against the defendant for the recovery of debt. This includes documents showing the transaction creating the debt, and documents "establishing" that ownership rights in the 'chose in action' were validly sold or assigned to the debt buyer. C.R.S. § 5-16-111(2)(b). To establish that a debt buyer owns a 'chose in action,' the assignment or other writing must assign the chose in action, and specifically describe the subject matter to render it capable of identification. *Ford*, 56 P.3d at 1209. Moreover, to establish that a debt buyer owns a 'chose in action,' they must attach a copy of the notice of assignment that was sent to consumer. *See id.*

The legal importance of C.R.S. § 5-16-111(2) is that a debt buyer must actually state a claim for which relief can be granted and attach documents showing the chain of title and transfers of the debt and documentation of the debt itself.

III. PRA Failed to Meet the Requirements of C.R.S. § 5-16-111(2).

C.R.S. § 5-16-111(2) requires debt buyers to provide two sets of documents: (1) A signed copy of the cardmember agreement, or if no signed agreement exists, the most recent credit card statement showing a transaction or payment made, and (2) a copy of the assignment or other writing establishing that the plaintiff is the owner of the debt.

The documents provided in this case are consistent with what debt buyers provide in many debt collection cases filed in county court. They do not comply with the requirements of C.R.S. § 5-16-111(2).

The insufficiency of the documentation in county court debt collection cases may be a result of how the debts are transferred—in bulk—and the amounts paid. A 2013 FTC study found that on average, debt buyers paid four cents on the dollar for debts.[11]

In CLS' experience, it is rare for a debt buyer to produce a signed copy of the cardmember agreement or address whether one exists. Instead, they usually file a recent account statement without additional explanation.

In this matter, PRA provided an account statement, but never offered evidence, or even alleged, that a signed writing did not exist. CF, pp. 8, 18. Thus, the statement provided does not pass muster under the plain language of C.R.S. § 5-16-111(2)(a)(III).

PRA also failed to provide documentation of assignment under C.R.S. § 5-16-111(2)(b). First, documents created in anticipation of litigation inherently lack guarantee of reliability. S*ee People v. Tran*, 469 P.3d 568, 574 (Colo. App. 2020). For business records to be reliable, caselaw supports the position that a debt buyer must obtain trustworthy documents from the original creditor and provide evidence

[11] *See* FTC, supra n.3 at 12–14 (2013).

of the creditor's record-generating process. *See* C.R.E. 901(b)(9). Business records with third-party generated information, in this case the third-party being the original creditor, is generally not admissible, unless there is some way of verifying the accuracy of the information supplied. *Schmutz v. Bolles*, 800 P.2d 1307, 1313–14 (Colo. 1990); *see also* C.R.E. 901(b)(9).

Documents such as the accompanying affidavits and account schedules are not created contemporaneously with the actual sale, but rather, are created after the sale in preparation for litigation. This makes these documents inherently unreliable and not admissible evidence. *People v. Jaeb*, 434 P.3d 785, 789 (Colo. App. 2018). Any creditor, including debt buyers, should be expected and required to come to court prepared, just like claimants in other cases.[12] For example, an original creditor, at trial, would be required to show that the debt was incurred by the defendant, that the debtor defaulted, and that the amounts the defendant owes account for all payments and charges. *E.g., Discover Bank v. Fountain*, 2017 Colo. Dist. LEXIS 1147, at *7 (10th J.D. 2017). There is no reason debt buyers should not, in practice, be held to the same evidentiary standards.

[12] Attaching the proper evidence benefits not only alleged debtors, but also the courts and judicial economy. CLS attorneys, as consumer counsel, thoroughly analyze the documents attached to the summons and complaint. If CLS attorneys determine from the attached documents that a debt is legally due, they advise their clients that filing an answer is futile. Accordingly, if debt buyers were to attach the required evidence, there would be fewer answers filed. This in turn would reduce some of the strain on county court dockets.

PRA also relied on one-page bills of sale. The bills of sale were exhibits, rather than the actual assignment and did not, on their face, identify any accounts transferred. Instead, they referred to attached schedules which were not provided. CF, pp. 11–14. The bills of sale are insufficient as evidence, either as a business record or otherwise, because they are inherently unreliable and because no witness can testify to their accuracy and authenticity. *Tran*, 469 P.3d at 574; *see also* C.R.E. 803(6). This is common in debt collection cases.

The bills of sale that debt buyers present as exhibits to the summons and complaint often disclaim any warranty or guarantees and state that the debts are sold without recourse. In this matter, the bill of sale states: "This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied." CF, pp. 11, 13.

Because debts sold to debt collectors are often older and sold in bulk, many original creditor sellers cannot guarantee the accuracy of the data they transfer. Thus, bills of sales and other agreements specifically disclaim any warranty that the seller has title to the accounts they are selling, that the amounts owed are correct, or that the accounts are even collectible under the law. How can a bill of sale that does not identify a specific account and disclaims all warranties regarding the accounts being purchased be considered a trustworthy business record?

Without the actual sale documents, neither the alleged debtor nor the court can know what the warranty refers to specifically or any other terms of the sale.

The practice of a seller disclaiming warranty of title also makes it unclear exactly what part of a debt is being sold. Can the debt buyer collect interest and late fees? Without the entire agreement from the original transaction and the complete purchase sale agreement it is impossible to know. Because of this disclaimer of warranty, a bill of sale by itself is not admissible or reliable evidence.

C.R.S. § 5-16-111(4) states "[i]n the absence of evidence required by subsections (2)(a) or (2)(b) and (3) of this section, an affidavit does not satisfy the requirements of these subsections." Caselaw also makes clear that affidavits are not competent evidence, as they are hearsay and should not be admitted into evidence as a business record or under any other exception. *See Timberlake Constr. Co. v. U.S. Fidelity & Guar Co.*, 71 F.3d 335, 342 (10th Cir. 1995). Furthermore, affidavits that are derived from someone who does not have personal knowledge as to how the information was collected, recorded or transferred are inadequate evidence. *Jaeb*, 434 P.3d at 789. The affidavit that accompanies the bill of sale in this case, as in most other collection cases filed in county court, are from the debt buyer's custodian of records who does not have any personal knowledge as to the original creditor's recordkeeping processes. CF, p. 21.

Indeed, the Alaska Supreme Court found that for business records of another entity to be admitted into evidence, debt buyers must offer proof of familiarity with the original creditor's recordkeeping practices. *Portfolio Recovery Assocs., LLC v. Duvall*, 568 P.3d 1224, 1230 (Alaska 2025). This is typically done through an employee of the original creditor. *Id*.

Because PRA did not include an affidavit from original creditor Comenity Bank and did not have any witnesses from Comenity Bank testify, it cannot adopt the Bank's records as its own because it lacks personal knowledge of Comenity Bank's recordkeeping practices. CF, pp. 11–29.

PRA also failed to show that Ms. Wright's specific account was included in this sale of bulk accounts. CF, pp. 11–14. Even when debt buyers attempt to provide evidence of specific account information, it is usually conveyed via an Excel spreadsheet, which is a medium that is highly vulnerable to human error.[13] When a debt buyer offers an Excel spreadsheet to the court to prove that the debtor's account was in fact sold to the debt buyer, this evidence is inadmissible due to its lack of reliability under C.R.E. 803(6). However, in this matter, PRA did

[13] *See, e.g.*, The Pareto Investor, *How an Excel Error Cost JP Morgan $6 Billion*, Medium (Nov. 14, 2023), https://medium.com/@pareto_investor/how-an-excel-error-cost-jp-morgan-6-billion-b05ba3dcf2af (explaining how an error during an Excell spreadsheet data transfer should have put banks on notice that Excel is an unreliable method for storing debt balance information); Raymond R. Panko, *What We Know About Spreadsheet Errors*, 10 J. Org. & End User Computing (Feb. 2005), www.researchgate.net/publication/ 228662532.

not even provide an Excel spreadsheet. CF, pp. 11–14. There is no reliable documentation in the record that Ms. Wright's account was sold to PRA.

A factor behind the subpar documentation provided to courts is not that the documentation doesn't exist, but that the debt buyer paid pennies on the dollar to purchase the debts at issue.[14] Such debts are commonly known as "junk debts" within the debt collection industry. Junk debts are typically bought in bulk and come with no warranty and little verification. Many have been held by the original creditor untouched for years. *Id*.

While there is little financial incentive for the debt buyer or original creditor to compile a complete and accurate record, doing so is necessary to comply with the rules of evidence and to protect consumers from being sued on debts the debt buyer is unable to establish they own. Both the CFDCPA and common law require evidence "establishing" that a creditor actually owns the debt it is attempting to collect at the time they file suit. Absent such evidence, debt buyers, including PRA in this case, should not be permitted to collect the debt through the court system.

[14] Peter A. Holland, *Junk Justice: A Statistical Analysis of 4,400 Lawsuits Filed by Debt Buyers*, 26 Loy. Consumer L. Rev. 179 (2014).

IV. States Requiring Debt Buyers to Provide Documents

In addition to Colorado, eleven states and the District of Columbia require a creditor to attach documents to its complaint to establish the debtor's liability and the plaintiff's entitlement to collect the debt. Cal. Civ. Code § 1788.58(a), (b) (2025); Conn. Gen. Stat. § 36a-813 (2025); Admin. Dir. of the C.J. of the Del. Ct. of Common Pleas, No. 2012 2 (Aug. 2012), https://courts.delaware.gov/Forms/Download.aspx?id=88988; D.C. Code § 28-3814(q) (2025); Ill. Sup. Ct. R. 280.2; Ind. Code § 24-5-15.5-5 (2025); Me. Rev. Stat. tit. 32, § 11019(2) (2025); Mass. R. Civ. P. 8.1 (2025); Rules 1-009(J)(2), 1-017(E) NMRA (2025); N.Y. C.P.L.R. § 3016(j) (Consol. 2025); N.C. Gen. Stat. §§ 58-70-115(6), 58-70-145, 58-70-150 (2025); Wash. Rev. Code § 19.16.260(2)(a) (2025).

Respectfully Submitted this 2nd day of September, 2025,

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CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with all requirements of C.A.R. 29(c) & (d), 28, and 32, including all formatting requirements set forth in these rules. Specifically, the undersigned certifies that:

The brief complies with the applicable word limits set forth in C.A.R. 28(d). It contains 4,578 words (amicus brief does not exceed 4,750 words).

I acknowledge that my brief may be stricken if it fails to comply with any of the requirements of C.A.R. 28, 29, or 32.

/s/ Jose Vasquez

Jose Vasquez, #30508

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of September, 2025, I served a true and correct copy of the foregoing Brief of Amici Curiae Colorado Legal Services, Center for Responsible Lending, National Association of Consumer Advocates, National Consumer Law Center, Public Justice, and Towards Justice on counsel for all parties via Colorado Courts e-Filing.

/s/ Jose Vasquez

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