

2026 CO 36

Felicia Wright, Petitioner:
v.
Portfolio Recovery Associates, LLC. Respondent

No. 24SC585

Supreme Court of Colorado, En Banc

May 26, 2026

Certiorari to the District Court Boulder County District Court Case No. 22CV30158 Honorable J. Keith Collins, Judge

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JUSTICE BLANCO delivered the Opinion of the Court, in which CHIEF JUSTICE MARQUEZ, JUSTICE BOATRIGHT, JUSTICE HOOD, JUSTICE GABRIEL, JUSTICE SAMOUR, and JUSTICE BERKENKOTTER joined.

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OPINION

BLANCO, JUSTICE.

¶1 The General Assembly enacted the Colorado Fair Debt Collection Practices Act (the "Act"), §§ 5-16-101 to -135, C.R.S. (2025), to protect consumers from abusive debt collection practices. *See Flood v. Mercantile Adjustment Bureau, LLC*, 176 P.3d 769, 776 (Colo. 2008). As pertinent here, the Act mandates that debt buyers append certain attachments to each complaint that they file against alleged debtors. § 5-16-111(2), C.R.S. (2025). It also allows debtors who prove that a debt buyer has violated the requirements of the Act to recover damages, costs, and attorney fees. § 5-16-113, C.R.S. (2025).

¶2 Portfolio Recovery Associates, LLC ("PRA") is a debt buyer seeking to recover a debt that Felicia Wright incurred when using a credit card issued by Comenity Bank. The complaint that PRA filed against Wright did not comply with the Act's requirements. Specifically, the complaint lacked a non-affidavit attachment establishing that PRA owned Wright's debt from Comenity Bank. Accordingly, we hold that the district court erred as a matter of law by upholding the county court's ruling that PRA complied with the Act. Because PRA violated one of the Act's requirements, we hold that the district court erred in upholding the county court's ruling that Wright did not prove her counterclaim against PRA under the Act.

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I. Facts and Procedural History

¶3 PRA filed a complaint in county court against Wright seeking to recover \$671.29 in credit card debt. PRA alleged that Wright originally owed the debt to Comenity Bank and that it had purchased the debt from Comenity Bank. In support of its allegations, PRA appended the following attachments to its complaint: (1) a bill of sale between Comenity Bank and PRA, with a blank asset schedule attached; (2) two

credit card statements that Comenity Bank had sent to Wright; and (3) an affidavit from PRA's custodian of records claiming that Comenity Bank had sold, assigned, and transferred Wright's debt of \$671.29 to PRA.

¶4 In her answer, Wright raised an affirmative defense that PRA had failed to comply with section 5-16-111(2) of the Act by failing to attach documents to the complaint establishing that PRA owned Wright's debt. Wright brought several counterclaims; the counterclaim at issue here alleged that because PRA had violated the Act, she was entitled to damages, costs, and attorney fees under section 5-16-113.

¶5 Following trial, the county court ruled in favor of PRA, finding that PRA's complaint complied with section 5-16-111(2)(b). The county court reasoned that the bill of sale satisfied section 5-16-111(2)(b), and the affidavit functioned as a

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"supplement to" the other attachments. Thus, the county court found no violation of the Act and ruled against Wright on her counterclaim.

¶6 On appeal, the district court affirmed, concluding that the county court did not clearly err when it determined PRA's complaint complied with section 5-16-111. The district court also concluded that the trial court did not err by ruling against Wright on her counterclaim.

¶7 Wright petitioned this court for certiorari review, which we granted.^[1]

II. Analysis

¶8 We begin by setting forth the applicable standard of review and principles of statutory construction. We next review the pertinent portions of the Act. We then consider whether PRA's complaint complied with the Act and, if not, whether PRA is liable to Wright for violating the Act's requirements.

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A. Standards of Review and Principles of Statutory Construction

¶9 We review issues of statutory construction *de novo*. *Flood*, 176 P.3d at 772. When we interpret statutes, our primary responsibility is to give effect to the legislature's intent. *Id.* In doing so, we consider the statute as a whole, giving consistent, harmonious, and sensible effect to all of its parts. *Id.* We avoid interpretations that lead to illogical or absurd results. *Id.*

¶10 When construing a statute, we respect the legislature's choice of language. *Byers Peak Props., LLC v. Byers Peak Land & Cattle, LLC*, 2026 CO 7, ¶ 25, 583 P.3d 97, 103. Accordingly, we apply words and phrases in accordance with their plain and ordinary meanings, without adding or subtracting words from a statute. *Id.* at ¶¶ 24-25, 583 P.3d at 103. If the statutory language is unambiguous, then we apply it as written and need not turn to other rules of statutory construction. *Id.* at ¶ 25, 583 P.3d at 103.

¶11 When interpreting the Act, we liberally construe it in favor of the consumer. *Flood*, 176 P.3d at 772.

B. The Colorado Fair Debt Collection Practices Act

¶12 The Act sets forth requirements for debt buyers and provides remedies for debtors who are subjected to abusive debt collection practices. *Id.* at 772-73. For example, debt buyers must include certain attachments when they file a complaint against a debtor. § 5-16-111(2). It also allows debtors who prove that a debt buyer

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violated the requirements of the Act to recover damages, costs, and attorney fees. § 5-16-113.

¶13 Section 5-16-111(2) lists the attachments that debt buyers must include with a complaint in an action to recover a debt that they own. As pertinent here, section 5-16-111(2)(b) ("subsection (2)(b)") requires "[a] copy of the assignment or other writing establishing that the debt buyer is the owner of the debt." And "[i]f the debt was assigned more than once, each assignment or other writing evidencing transfer of ownership must be attached to establish an unbroken chain of ownership, beginning with the original creditor to the first debt buyer and each subsequent sale." *Id.*

¶14 Importantly, a debt buyer may not use an affidavit to satisfy the Act's requirements in lieu of the other attachments required by section 5-16-111(2). § 5-16-111(4) ("In the absence of evidence required by subsection[] . . . (2)(b) . . . of this section, an affidavit does not satisfy the requirements of th[is] subsection[.]."). In other words, if the information required under subsection (2)(b) is not provided through

a non-affidavit attachment, then an affidavit cannot cure the complaint's noncompliance.

¶15 Finally, if a debt buyer violates the requirements set forth in the Act, then the debt buyer is liable to the debtor for damages, costs, and attorney fees. § 5-16-113.

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C. Application

¶16 PRA's complaint did not comply with subsection (2)(b) because it did not include a non-affidavit writing establishing that PRA was the owner of Wright's debt. Because the requirements of subsection (2)(b) were not satisfied, PRA may not use the affidavit to satisfy the requirements of the Act per section 5-16-111(4). Consequently, PRA is liable to Wright on her counterclaim for damages, costs, and attorney fees under section 5-16-113 because PRA violated the requirements of subsection (2)(b).

¶17 Although PRA's complaint included a bill of sale showing that it purchased some debt from Comenity Bank, it did not establish that PRA purchased Wright's debt. Thus, there was insufficient information to give Wright notice that PRA owns the debt that she originally incurred with Comenity Bank, undermining the legislative intent clearly stated in subsection (2)(b).

¶18 In fact, the bill of sale states:

Comenity Bank ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated June 4, 2018 between Seller and Portfolio Recovery Associates, LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of November 12, 2018 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Schedule I (the "Asset Schedule") attached hereto and made part hereof for all purposes.

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The attached asset schedule includes blank boxes for the account number and unpaid balance of the corresponding debt. Wright's account number and unpaid balance are not included in this asset schedule. [2]

¶19 PRA contends that this bill of sale satisfies subsection (2)(b) because it demonstrates that PRA purchased the debt from Comenity Bank, the same original creditor listed on Wright's credit card statements. We disagree. Although the bill of sale establishes that PRA purchased *some* debt from Comenity Bank, it does not establish that PRA purchased *Wright's* debt. PRA's complaint did not establish that PRA was the owner of Wright's debt. Accordingly, PRA's complaint did not comply with subsection (2)(b). [3]

¶20 PRA further contends that the affidavit supplemented the bill of sale by confirming that Wright's account was among those sold to PRA, identifying the last four digits of Wright's account number, and quantifying the amount that Wright owed. But the plain language of the Act precludes affidavits from

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satisfying subsection (2)(b) when the rest of the complaint is otherwise noncompliant. § 5-16-111(4). Therefore, we cannot conclude that PRA's affidavit satisfied subsection (2)(b) without rendering section 5-16-111(4) meaningless. The Act requires debt buyers to include attachments that satisfy subsection (2)(b) independently of any affidavit. Because PRA's complaint did not first comply with subsection (2)(b), PRA may not rely on an affidavit to overcome its noncompliance. Consequently, by violating subsection (2)(b), PRA is liable to Wright under section 5-16-113.

¶21 For these reasons, we hold that the district court erred as a matter of law by upholding the county court's ruling that PRA complied with section 5-16-111(2). Because PRA violated the Act in its effort to collect Wright's debt, we further hold that the district court erred by upholding the county court's ruling that Wright did not prove her counterclaim under the Act.

III. Conclusion

¶22 We reverse the district court's judgment and remand the case to the district court to return it to the county court for consideration of any damages, costs, and attorney fees that may be due to Wright under section 5-16-113.

Notes:

[1] We granted certiorari to review the following issues:

1. Whether the district court erred as a matter of law in upholding the county court's ruling that respondent proved it complied with section 5-16-111(2), C.R.S. (2024).
2. Whether the district court erred as a matter of law in upholding the county court's ruling that petitioner did not prove her counterclaims against respondent under the Colorado Fair Debt Collection Practices Act, §§ 5-16-101 to -135, C.R.S. (2024).

[2] Two months after oral argument, Wright filed a motion to correct the record, arguing that PRA's counsel cited to a spreadsheet and sale letter during oral argument that were not admitted as evidence at trial. PRA subsequently filed a response, arguing that the documents it referenced were in the appellate record. Because our analysis is limited to the documents that were attached to PRA's initial complaint, Wright's motion is denied as moot.

[3] Wright also argues that PRA's complaint violated section 5-16-111(2)(a). Because we hold that PRA violated subsection (2)(b), and the Act requires compliance with both subsections, section 5-16-111(2)(a) *and* (b), we need not consider whether PRA also violated the requirements set forth in section 5-16-111(2)(a).
