BEFORE THE ADMINISTRATOR
COLORADO FAIR DEBT COLLECTION PRACTICES ACT

STIPULATED FINAL AGENCY ORDER

In the Matter of:

Wakefield & Associates, LLC,

Respondent.

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1. This Stipulated Final Agency Order ("Order") is entered into by Wakefield & Associates, LLC ("Wakefield"), a collection agency based at 830 E. Platte Ave, Fort Morgan, CO 80207 and the Administrator of the Colorado Fair Debt Collection Practices Act ("Administrator") to resolve the Administrator's investigation into Wakefield's debt collection practices.

Section I—Findings of Fact and Conclusions of Law

2. The Administrator is authorized to license collection agencies and enforce the Colorado Fair Debt Collection Practices Act ("CFDCPA") pursuant to Colo. Rev. Stat. sections 5-16-103(1), 5-16-117, and 5-16-127.

3. Wakefield holds a Colorado collection agency license (CAR–1000831).

4. Wakefield collects in Colorado on "medical debt," as defined in Colo. Rev. Stat. section 5-16-103(10.5).

5. With respect to medical debt that a consumer incurs on or after May 4, 2023, collection agencies must comply with heightened requirements articulated in Colo. Rev. Stat. section 5-16-111(6) prior to entry of a default judgment against a consumer in Colorado.

6. Wakefield provided the Administrator with a spreadsheet identifying 44 Colorado accounts, which Wakefield represents is accurate and complete, which do not have affidavits on file that the Administrator believes comply with § 111(6).

7. Wakefield failed to file with the court evidence that the Administrator alleges satisfies the requirements of Colo. R. Evid. 803(6) and 902(11) or that otherwise, as

authorized by law or rule, established the amount and nature of the medical debt. Instead, Wakefield sometimes filed an assignment document—a redacted example of which is attached as Exhibit A—which the Administrator alleges does not meet the evidentiary requirements of Colo. Rev. Stat. section 5-16-111(6).

8. The Administrator finds that, with respect to each of the 44 Colorado accounts, Wakefield violated Colo. Rev. Stat. section 5-16-111(6). Wakefield disputes this finding, but agrees to resolve the investigation under the following terms and conditions.

Section II—Order

In full settlement of the issues raised in this matter, the parties agree as follows:

9. Within thirty (30) days of execution of this Order, Wakefield will pay a fine to the order of the Administrator in the amount of thirty thousand dollars ($30,000) for the violations established in Section I.

10. Wakefield, and its officers, directors, agents, servants, employees, managers, members, and any and all other persons, corporations, associations, or other entities acting by, though, on behalf of, or in active concert or participation with Wakefield, shall immediately cease and desist from engaging in or committing any of the acts, conduct, or practices described in this Order, or any other acts, conduct, or practices in violation of the CFDCPA.

11. With respect to medical debt that a Colorado consumer incurs on or after May 4, 2023, Wakefield shall meet the requirements set forth in Colo. Rev. Stat. section 5-16-111(6) by filing in court an affidavit from an authorized employee of the medical provider that provided medical services to the consumer.

12. With respect to the 44 accounts referenced in Paragraph 6 (the "subject cases"), Wakefield will move to vacate any default judgments entered on unsatisfied cases prior to the effective date of this Order. Wakefield shall not again seek judgment in those matters unless and until new notice is provided to the affected consumers and affidavits compliant with the requirements set forth in this Order are tendered in each such case.

13. Any payments Wakefield receives prior to the entry of judgment against a consumer shall be applied as directed by said consumer. If, however, a consumer did not provide express instructions regarding the application of such payments, Wakefield may apply such payments, in its reasonable discretion, entirely to principal and/or interest.

14. Any payments Wakefield receives after the entry of judgment against a consumer shall not be applied to the judgment amount debt unless and until: (a) Wakefield elects to again seek judgment in the matter and tenders a compliant affidavit; or (b) the consumer, after written notice that no compliant affidavit is on file with the court and that the consumer is under no obligation to pay the judgment amount, expressly directs in writing that the payment be applied to the judgment amount. The tender of a payment, standing alone, does not constitute an express direction in writing by the consumer. If, however, Wakefield does not apply consumer payments received after the entry of judgment in a matter without a complying affidavit on file with the court, Wakefield shall not communicate, or threaten to communicate, to any person credit information regarding that consumer's debt that fails to account for monies received but not applied to the consumer's debt. If Wakefield elects to seek judgment and tenders such affidavit, any payments received after the entry of judgment against a consumer may be applied to the amounts set forth in the affidavit, together with any court costs, attorney fees, and interest permitted by law. Any payment that Wakefield does not apply to the judgment amount in accordance with this Order shall be refunded to the consumer as provided herein.

15. Notwithstanding the foregoing, where Wakefield has dismissed the matter or satisfied a judgment, relative to in any of the subject cases, it shall have no obligation to reinstate such matter as active or take any action with regard thereto except for remittance of the excess amounts as set forth in paragraph 16 hereof.

16. To the extent the aggregate payments received after the entry of judgment exceed the total amount supported by a compliant affidavit, including any interest, Wakefield shall refund only the amount of such excess to the respective consumer(s) unless the consumer, after written notice that no affidavit compliant with this Order is on file, has expressly instructed in writing that the payment to be applied to the judgment amount. If Wakefield does not elect to seek judgment again in a matter, Wakefield shall refund any payments received after the entry of judgment to the respective consumer(s) within 49 days of the effective date of this Order.

17. Within 91 days of the effective date of this Order, Wakefield will provide an accounting to the Administrator regarding all refund payments made pursuant to this paragraph.

18. It is the intent and purpose of this Order to resolve fully the particular issues, allegations, or charges raised by the Administrator's investigation of Wakefield's activities as set forth above, and only those issues. Further, the omission from this Order of other acts, conduct, or practices which might constitute violations of the CFDCPA shall not be deemed or construed to be approval by the Administrator of such acts, conduct, or practices.

19. Wakefield acknowledges it has a right to request an evidentiary hearing in this matter, present evidence, examine witnesses, and appeal from any adverse action and waives those rights.

20. Nothing in this Order shall be construed as an admission of wrongdoing. Wakefield denies any liability and maintains that its collection activities and default judgment actions against Colorado consumers were not in violation of Colorado law.

21. Colorado law governs this Order. Any claims or causes of action arising out of or based upon this Order shall be commenced before the Colorado Office of Administrative Courts or in Denver District Court for the State of Colorado, as appropriate. Wakefield hereby consents to the jurisdiction, venue and process of the Colorado Office of Administrative Courts and the Denver District Court.

22. This Order is binding upon all the heirs, agents and successors-in-interest of Wakefield.

23. This Order shall be effective on the date it is signed by the Administrator.

EXECUTED AND SO ORDERED by the Administrator this _11th day of ~~August~~ September, 2026.

Administrator, Colorado Fair Debt Collection Practices Act

By:_____

Martha Fulford
Department of Law
Consumer Protection Section
Consumer Credit Unit
1300 Broadway, 9th Floor
Denver, CO 80203

Stipulated to:

Wakefield & Associates, LLC

By:_____

Date: August 13, 2026