

BEFORE THE ATTORNEY GENERAL
AND
THE ADMINISTRATOR OF THE
COLORADO FAIR DEBT COLLECTION PRACTICES ACT

STIPULATION AND FINAL AGENCY ORDER

and

ASSURANCE OF DISCONTINUANCE

In the Matter of:

CREDENCE RESOURCE MANAGEMENT, LLC

Respondent.

This Stipulation and Final Agency Order (“Stipulation” or “Order”) is entered into by Credence Resource Management, LLC (“CRM”), and the Administrator (“Administrator”) of the Colorado Fair Debt Collection Practices Act (“CFDCPA”)—pursuant to section 5-16-114 of the CFDCPA—to resolve issues arising from the Administrator’s investigation of consumer complaints regarding CRM’s debt collection practices.

This Assurance of Discontinuance (“AOD”) is entered into by CRM, and Philip J. Weiser, Attorney General of the State of Colorado (“Attorney General”)—collectively “Parties”—pursuant to section 6-1-110 of the Colorado Consumer Protection Act (“CCPA”), to address issues arising from the Administrator’s investigation of consumer complaints. The Attorney General and CRM desire to enter into this AOD to avoid the expense, inconvenience, and inherent risk of litigation as well as the concomitant disruption of their affairs.

SECTION I — Definitions

1. “Effective Date” means the date upon which this Stipulation and AOD is signed by both the Administrator and the Attorney General.

2. “First-Party Collection” refers to CRM’s acts or practices in collecting or attempting to collect an amount due, asserted to be owed or due another, in the name of the creditor.

3. “Third-Party Collection” refers to CRM’s acts or practices in collecting or attempting to collect defaulted debt, asserted to be owed or due another, in its own name or a name other than that of the creditor.

4. Unless otherwise specified, all definitions found in the CFDCPA and CCPA are incorporated herein, and any term defined therein shall have the same meaning when used in this Stipulation and AOD.

SECTION II — Stipulation and Final Agency Order

Findings of Fact and Conclusions of Law

5. CRM is a Nevada limited liability company with a principal place of business located at 4222 Trinity Mills Rd., Ste. 260, Dallas, TX 75287.

6. On February 16th, 2018, the Administrator issued CRM a Colorado collection agency license (No. 1000023), and CRM meets the CFDCPA’s definition of a collection agency. C.R.S. section 5-16-103(3)(a).

7. Falck Rocky Mountain, Inc. (“Falck”) is a Delaware corporation with a principal place of business located at 10703 E. Bethany Dr., Aurora, CO 80014. Falck provides ambulance and medical transportation services, and contracts with CRM to provide both first-party servicing and third-party debt collection services. Falck is not a debt collector as defined by the CFDCPA. C.R.S. section 5-16-103(3)(b).

8. The Administrator is authorized to enforce the CFDCPA and, among other things, is authorized to: examine collection agencies; conduct investigations of possible violations; and enforce compliance with the CFDCPA via an administrative enforcement order, assurance of discontinuance, or civil action. C.R.S. section 5-16-114; 5-16-125.5; and 5-16-127.

CRM’s Third-to-First-Party Collections

9. On or about March 13, 2020, Falck provided ambulance services to an individual with the initials S.F. (“Patient 1”).

10. On November 24, 2021, Falck placed an account (No. 20010695) with CRM for collections from Patient 1 in the amount of \$1728.00.

11. On November 29, 2021, CRM mailed an initial collection letter to Patient 1. The letter contained the following statement: “This communication is from a debt collector. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.”

12. On December 27, 2021, Patient 1 disputed the debt in writing with CRM and requested the name and address of the ambulance company (Falck).

13. On January 31, 2022, CRM mailed a debt validation letter to Patient 1, which failed to include Falck's address as requested by Patient 1. In failing to provide Patient 1 with the Falck's address, CRM violated the CFDCPA. C.R.S. section 5-16-109(2).

14. In a letter to the Administrator, CRM stated it began handling Patient 1's account using Falck's name starting on June 6, 2022.

15. In a response letter to the Administrator dated February 9, 2023, CRM stated that "There is no 'correspondence of when Falck told Credence to move the account into first party servicing.' The program is based upon CRM's contractual agreement with Falck that authorizes CRM to conduct both first-party servicing and third-party collection on Falck accounts placed with CRM." In short, CRM used an internal process to determine when to move Patient 1's account from first-party to third-party collection activity, instead of Falck recalling the account.

16. On June 17, 2022, CRM mailed Patient 1 a "Resolution Notification" letter ("Letter") "on behalf of Falck", attempting to settle the debt for \$864.00. The name on the Letter is "Falck", and the mailing address is listed as "P.O. Box 2118 Southgate, MI 48195-4118".

- a. The Letter stated that "this amount remains past due. In an effort to resolve this matter, we (emphasis added) have directed the previously assigned collection agency to cease their collection communications and reach out to you ourselves (emphasis added) to resolve the unpaid balance."
- b. The Letter was signed by "Falck Rocky Mountain Inc.," and stated "This is an attempt to collect a debt and any information obtained will be used for that purpose."

17. On August 19, 2022, the Administrator's staff received a complaint filed by Patient 1, expressing concern and confusion that the Letter was not actually from Falck because it was determined via a telephone call between Patient 1 and Falck that the P.O. Box listed on the Letter did not belong to Falck.

18. The Administrator's staff investigated the name/address disparity and confirmed with the United States Postal Inspection Service that the P.O. Box listed on the Letter belonged to CRM.

19. CRM led Patient 1 to believe that the Letter that listed Falck’s name—not CRM’s company or true name—was not from a debt collector, which violated the CFDCPA. C.R.S. sections 5-16-107(1)(k) and (o).

20. Contradicting the Letter’s statement that “*we* have directed the previously assigned collection agency to cease their collection communications” (emphasis added), CRM continued making collection attempts on Patient 1 by placing 146 telephone calls from June 17 to September 20, 2022. During the course of the investigation, the Administrator’s staff determined that there were 7 occurrences where more than 7 debt collection telephone calls were placed to Patient 1 within a 7-day period:

7-Day Date Range	Patient 1 (-1692)	Patient 1 (-8633)	Total Calls
6/27 to 7/3/2022	8	6	14
7/18 to 7/24/2022	8	8	16
7/25 to 7/31/2022	9	9	18
8/1 to 8/7/2022	8	8	16

21. In attempting to contact Patient 1 by placing more than 7 telephone calls within 7 days between June 17 and September 20, 2022, CRM committed 9 violations of section 5-16-106(1)(e) of the CFDCPA.

22. The Administrator’s staff asked CRM to identify the number of First-Party Collection letters it sent to Colorado consumers containing Falck’s rather than CRM’s name—CRM stated it sent 1,136 letters to 541 consumers.

Order

Pursuant to Colo. Rev. Stat. section 5-16-114, the Administrator hereby orders as follows:

Injunctive Terms

23. CRM, and its officers, directors, agents, servants, employees, managers, members, and any and all other persons, corporations, associations, or other entities acting by, through, on behalf of, or in active concert or participation with CRM are subject to, and expressly agree to, the injunctive terms contained in Section II of this Stipulation and AOD.

24. CRM shall not engage in, now or in the future, any conduct described herein that violates the CFDCPA including, without limitation, the following: using

false, deceptive, or misleading representation or means in connection with the collection of any debt. C.R.S. section 5-16-107(1)(k) and (o).

25. When collecting or attempting to collect debt from consumers residing in Colorado on behalf of any creditor, CRM agrees to the following:

(a) When engaged in Third-Party Collection, CRM:

- i. May not thereafter switch, recategorize, or otherwise transfer a consumer's account to First-Party Collection
- ii. Must provide its name and contact information in any written or verbal communication with the consumer.

26. CRM retains its license to operate in Colorado under the CFDCPA and may continue to operate in Colorado in compliance with the CFDCPA and consistent with this Stipulation and AOD.

27. CRM will continue to apply for a renewal license, as required by law, for the duration it performs services in Colorado in connection with the CFDCPA.

28. Nothing in this Stipulation and AOD shall be construed as an admission of wrongdoing. CRM denies any liability and maintains that its First-Party and Third-Party Collection programs with Falck were not in violation of federal or Colorado law.

SECTION III — Assurance of Discontinuance

29. The Attorney General has concurrent responsibility—along with state district attorneys—for enforcement of the CCPA and is authorized to conduct investigations of possible violations and to enforce compliance with the CCPA via an assurance of discontinuance or civil action. C.R.S. sections 6-1-103; 6-1-107; 6-1-110 to -113; and 6-1-116.

30. In collecting, and attempting to collect, on Colorado consumers, the Attorney General alleges that CRM knowingly or recklessly engaged in unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent acts or practices by representing to Colorado consumers—on over 1,000 occasions—that Falck was contacting the consumer directly to resolve an unpaid balance; the communications were not from a debt collector; and Falck had directed CRM to cease collection communications. C.R.S. section 6-1-105(1)(rrr).

31. To resolve these issues, CRM has agreed to the injunctive relief provided for in Section II of this Stipulation and AOD and the Monetary Relief provided for in Section IV of this Stipulation and AOD.

SECTION IV — Monetary Relief

32. Upon execution of this Stipulation and AOD, CRM will pay to the Attorney General the amount of forty-three thousand five hundred dollars (\$43,500) in lieu of reimbursement to the Attorney General for his costs of investigation in this matter.

33. All payments made under this Section IV are to be held, along with any interest thereon, in trust by the Attorney General, to be used in the Attorney General's sole discretion for reimbursement of attorneys' fees and costs, the payment of consumer restitution, if any, and for future consumer credit or consumer protection enforcement, consumer education, and for public welfare purposes.

34. All payments due to the Attorney General hereunder shall be deemed paid upon the receipt of the payment. CRM may pay by check or ACH transfer. Checks shall be made payable to the "Colorado Department of Law" and mailed to: "Administrator, UCCC, attn: Philip Sparr and Miriam Burnett, 1300 Broadway, 9th Floor, Denver, Colorado 80203." Wire transfer instructions will be provided upon request for any ACH transfers.

SECTION V — Stipulation and Release

35. CRM agrees and stipulates to this Stipulation and AOD and all terms contained herein.

36. It is the intent and purpose of this Stipulation and AOD to resolve fully the issues, allegations, or charges raised by the Administrator's and Attorney General's investigations of CRM's activities as set forth above, and only those issues. Further, the omission from this Stipulation and AOD of other acts, conduct, or practices which might constitute violations of the CFDCPA or CCPA shall not be deemed or construed to be approval by the Administrator or the Attorney General of such acts, conduct, or practices.

37. CRM agrees that this Stipulation and AOD contains the entire agreement between CRM, the Administrator, and the Attorney General and is binding upon all the officers, directors, employees, shareholders, managers, members, principals, principals, affiliates, agents, trade names, heirs, and successors of the CRM.

38. This Stipulation and AOD shall be disclosed in any application to the Administrator and in response to any question regarding state disciplinary or administrative action.

39. Colorado law governs this Stipulation and AOD. Any claims or causes of action arising out of or based upon this Stipulation and AOD shall be commenced before the Colorado Office of Administrative Courts or in Denver District Court for the State of Colorado, as appropriate. CRM hereby consents to the jurisdiction, venue and process of the Colorado Office of Administrative Courts and the Denver District Court. In the event of any action or proceeding alleging or asserting a violation of or failure to comply with this Stipulation and AOD, this Stipulation and AOD shall be admissible in full and shall be evidence that prior to this Stipulation and AOD, CRM engaged in the acts and practices described herein.

AS TO SECTIONS I, II, IV, AND V of the STIPULATION and AOD, EXECUTED AND SO ORDERED by the Administrator this _____ day of February, 2026.

A handwritten signature in black ink, reading "Martha U. Fulford", written over a horizontal line.

MARTHA FULFORD

Administrator

Colorado Fair Debt Collection Practices Act

[SIGNATURE PAGES TO FOLLOW]

AGREED TO AND STIPULATED BY (SECTIONS I, II, IV, and V):

**CREDENCE RESOURCE
MANAGEMENT, LLC**

Signed by:
BY: Karan Meji
[NAME, TITLE]
[ADDRESS]

Date: 02/09/2006

APPROVED AS TO FORM (SECTIONS I, II, IV, AND V):

**CREDENCE RESOURCE
MANAGEMENT, LLC**

BY: Whitney White
Whitney White
Sessions, Israel & Shartle
5700 Granite Parkway, Suite 260
Plano, Texas 75024
Phone: (214) 741-3017
wwhite@sessions.legal

Date: 2/9/2021

ADMINISTRATOR

BY: Philip Sparr
Philip Sparr
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
Phone: (720) 508-6245
philip.sparr@coag.gov

Date: 3/5/2026

AGREED TO AND STIPULATED BY (I, III, IV, and V):

**CREDENCE RESOURCE
MANAGEMENT, LLC**

Signed by:
BY: Karan Mgi
[NAME, TITLE]
[ADDRESS]

Date: 02/09/2026

APPROVED AS TO FORM (SECTIONS I, III, IV, AND V):

**CREDENCE RESOURCE
MANAGEMENT, LLC**

BY: Whitney White
Whitney White
Sessions, Israel & Shartle
5700 Granite Parkway, Suite 260
Plano, Texas 75024
Phone: (214) 741-3017
wwhite@sessions.legal

Date: 2/9/2026

COLORADO ATTORNEY GENERAL

BY: Philip Sparr
Philip Sparr
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
Phone: (720) 508-6245
philip.sparr@coag.gov

Date: 3/5/2026