UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Dorian N. Rivera v. Diversified Recovery Bureau LLC

Rivera · No. 1:24-cv-01952-SBP · Decided March 31, 2026

SUMMARY

The United States District Court for the District of Colorado denied Diversified Recovery Bureau LLC's motion for summary judgment in Dorian N. Rivera's action alleging violations of the Fair Debt Collection Practices Act and the Colorado Fair Debt Collection Practices Act. The court held that factual disputes remained regarding whether Rivera's communications constituted a refusal to pay or a request to cease communication, and whether the defendant's follow-up email violated the applicable statutes.

CASE DETAILS

COURT	United States District Court for the District of Colorado
WRITING FOR THE COURT	Susan Prose
JURISDICTION	United States District Court for the District of Colorado
DECIDED	March 31, 2026
DOCKET	1:24-cv-01952-SBP
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment on Plaintiff's claims under the Fair Debt Collection Practices Act and the Colorado Fair Debt Collection Practices Act. The court denied the motion in its entirety.
STANDARD OF REVIEW	Under Federal Rule of Civil Procedure 56, summary judgment is proper only when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. The court views the record in the light most favorable to the nonmoving party, and the nonmovant must identify competent evidence showing a genuine issue for trial.
PRECEDENTIAL VALUE	Unknown; district court order with no reported citation
PARTIES	Dorian N. Rivera v. Diversified Recovery Bureau LLC

TOPICS

fair debt collection · consumer protection · summary judgment · civil procedure

PRACTICE AREAS

consumer protection · fair debt collection · civil procedure

QUESTIONS PRESENTED

1. Whether Plaintiff's March 12, 2024 email, including the statement that she rejected paying the debt, created a genuine dispute as to whether she notified Defendant in writing that she refused to pay or wanted communications to cease under 15 U.S.C. § 1692c(c).
2. Whether Defendant's follow-up email constituted prohibited further communication concerning the debt or instead merely confirmed an inquiry concerning debt validation.
3. Whether Defendant was entitled to summary judgment on Plaintiff's FDCPA and CFDCPA claims.

HOLDINGS

1. Plaintiff's statement that she 'reject[ed] to pay' the debt created, at minimum, a genuine factual dispute as to whether she notified Defendant in writing that she refused to pay, thereby triggering Defendant's obligation not to communicate further concerning the debt, subject to statutory exceptions not applicable here.
2. Even if Defendant's follow-up email merely confirmed an inquiry concerning the validity of the debt rather than attempted collection, the email could still constitute prohibited further communication under 15 U.S.C. § 1692c(c), because debt validation is not one of the applicable statutory exceptions.
3. Defendant was not entitled to summary judgment because genuine disputes existed concerning whether Plaintiff's communications triggered the FDCPA's cease-communication protection and whether Defendant's response violated that protection. The CFDCPA claim likewise survived because it hinged on the same unresolved arguments.

KEY QUOTATIONS

> *“Under Rule 56 of the Federal Rules of Civil Procedure, summary judgment is warranted “if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.””*

> *“A ‘judge’s function’ at summary judgment is not ‘to weigh the evidence and determine the truth of the matter but to determine whether there is a genuine issue for trial.’”*

> *“Since Plaintiff stated that she “reject[ed] to pay” the debt in sending her first email, under this provision, she has, at minimum, created a fact dispute as to whether she triggered Defendant’s obligation not to communicate further with her with respect to the debt.”*

> *“The court finds that this point alone would be independently sufficient to create, at minimum, a factual dispute as to whether the email was an attempt to collect a debt rather than, as Defendant claims, merely an email confirming an inquiry into the validity of a debt.”*

FACTUAL BACKGROUND

Defendant sent Plaintiff emails on February 26 and March 11, 2024, attempting to collect an alleged debt. In response to the March 11 email, Plaintiff stated that she did not know Defendant or the account, rejected paying, and had never seen or heard of the account before. Defendant responded that a request for documentation had been submitted and asked whether Plaintiff consented to receiving the documents by email; the response included a debt-collector footer. Plaintiff then stated that she was reluctant to pay the debt, after which communications ceased.

PROCEDURAL HISTORY

Plaintiff filed suit alleging that Defendant continued debt-collection communications after Plaintiff disputed the debt, refused to pay, and requested that communications cease. Defendant moved for summary judgment; Plaintiff responded and Defendant replied. The court, exercising jurisdiction by consent under 28 U.S.C. § 636(c), denied the motion because genuine disputes remained regarding the meaning and legal effect of Plaintiff's emails and Defendant's response.

DISPOSITION

other

CASES CITED

- Crowe v. ADT Sec. Servs., Inc., 649 F.3d 1189, 1194 (10th Cir. 2011)
- Adler v. Wal-Mart Stores, Inc., 144 F.3d 664, 671 (10th Cir. 1998)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323, 325 (1986)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249-50 (1986)
- Bones v. Honeywell Int'l, Inc., 366 F.3d 869, 875 (10th Cir. 2004)
- Tolan v. Cotton, 572 U.S. 650, 656 (2014)
- Banner Bank v. First Am. Title Ins. Co., 916 F.3d 1323, 1326 (10th Cir. 2019)
- Smith v. Allbaugh, 921 F.3d 1261, 1268 (10th Cir. 2019)
- United States v. Griffith, 928 F.3d 855, 864 n.1 (10th Cir. 2019)
- Requena v. Roberts, 893 F.3d 1195, 1205 (10th Cir. 2018)
- Dodson v. Bd. of Cnty. Comm'rs, 878 F. Supp. 2d 1227, 1235 (D. Colo. 2012)
- Johnson v. Riddle, 305 F.3d 1107, 1122 n.15 (10th Cir. 2002)
- Walter v. HSM Receivables, No. 13-cv-00564-RM-KLM, 2014 WL 5395197, at *2 (D. Colo. Oct. 23, 2014)
- Deporter v. Credit Bureau of Carbon Cnty., No. 14-cv-00882-KMT, 2015 WL 1932336, at *3 (D. Colo. Apr. 28, 2015)
- Shibata v. Accredited Mgmt. Sols., LLC, No. 20-CV-01156-PAB-KLM, 2021 WL 4291018, at *4 (D. Colo. Sept. 21, 2021)
- Peterson-Hooks v. First Integral Recovery, LLC, No. 12-cv-01019-PAB-BNB, 2013 WL 2295449, at *5 (D. Colo. May 24, 2013)
- Ferree v. Marianos, 129 F.3d 130 (10th Cir. 1997)

- Fouts v. Express Recovery Servs., 602 F. App'x 417, 421 (10th Cir. 2015)
- Clomon v. Jackson, 988 F.2d 1314, 1318 (2d Cir. 1993)
