**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION**

KIMBERLY SMALL,	)
	)
Plaintiff,	)
	)
v.	)
	)
UHG I LLC and POLLACK & ROSEN, P.A.,	)
	)
	)
Defendants.	)

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff alleges violations of the Fair Debt Collection Practices Act 15 U.S.C. § 1692 *et seq*. ("FDCPA") against UHG I LLC ("UHG") and Pollack & Rosen, P.A. ("Pollack & Rosen").

PARTIES

1. Plaintiff is a natural person and resident of Broward County, Florida.

2. UHG is a foreign limited liability company with its principal place of business at 9781 S Meridian Blvd Ste 340 Englewood, CO 80112.

3. Pollack & Rosen is a Florida profit corporation with its principal place of business at 806 Douglas Rd. South Tower, Suite 200, Coral Gables, FL 33134.

JURISDICTION AND VENUE

4. The Court has federal question jurisdiction under 28 U.S.C. § 1331 because the claim arises under the FDCPA, a federal statute. 15 U.S.C. § 1667d(c).

5. Venue is proper before this Court because the acts and transactions giving rise to Plaintiff's action occurred in this district, Plaintiff resides in this district, and Defendants transact business in this district.

FACTUAL ALLEGATIONS

6. In 2018, Plaintiff's identity was unknowingly used by her sister to apply for and obtain a loan through WebBank.

7. Plaintiff's sister made payments on the loan until, tragically, she passed away and the loan fell into default.

8. Approximately six months after her sister's passing, Plaintiff first became aware of the existence of the LendingClub loan and the resulting debt.

9. WebBank eventually sold the defaulted loan to UHG for collection.

10. UHG hired Pollack & Rosen as its agent to collect the debt from Plaintiff.

11. On June 18, 2024, UHG, through Pollack, filed a lawsuit against Plaintiff in Broward County, Florida, seeking to collect the alleged debt.

12. The matter was referred to court-ordered mediation.

13. On April 2, 2025, Plaintiff participated in a court-ordered mediation session via Zoom.

14. During that mediation, the parties reached an agreement to settle the case for sixty percent (60%) of the balance, to be paid in monthly installments of $135.28 over a period of five years, with no interest or penalties.

15. The same day as the mediation, attorney Ramiro Kruss of Pollack & Rosen spoke with Plaintiff and personally guided her through the process of setting up an online account through the firm's payment portal.

16. Mr. Kruss instructed Plaintiff to enter her debit card information and enroll in recurring monthly payments through the portal.

17. Mr. Kruss confirmed to Plaintiff that the payment arrangement had been properly established.

18. Plaintiff's first payment was successfully processed under this arrangement.

19. But Pollack failed to auto debit the next month's payment as required by the payment arrangement.

20. On June 13, 2025, Plaintiff received an electronic service notice indicating that UHG had obtained a final judgment against her for the full balance of the debt, based on an alleged payment default.

21. Upon receiving this notice, Plaintiff attempted to log into the payment portal but was unable to access her account.

22. Plaintiff made multiple telephone calls to Pollack & Rosen's office, leaving detailed messages regarding the payment issue, but received no return calls.

23. Plaintiff also sent multiple emails to Pollack & Rosen seeking assistance and clarification, which were ignored.

COUNT I AS TO POLLACK & ROSEN'S VIOLATION OF
THE FAIR DEBT COLLECTION PRACTICES ACT § 1692e *et al.*

24. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) because she is a natural person allegedly obligated to pay a debt for consumer, family, or household purposes.

25. Pollack & Rosen is a "debt collector" as defined by 15 U.S.C. § 1692a(6) because it uses the United States mail in the business the principal purpose of which is the collection of debt owed or asserted to be owed or due another.

26. Section 1692e of the FDCPA prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

27. Pollack & Rosen violated § 1692e by obtaining a default judgment against Plaintiff for the full alleged debt despite having entered into a binding mediated settlement agreement and successfully processing Plaintiff's first payment.

28. The alleged "default" upon which the judgment was based resulted from Pollack & Rosen's own failure to process Plaintiff's scheduled auto-debit payment, which they had personally

set up.

29. Pollack & Rosen obtained the default judgment by using false, deceptive, and misleading statements submitted to the state court claiming Plaintiff had defaulted on the settlement agreement despite Pollack & Rosen having caused the manufactured default.

30. Pollack & Rosen has attempted to collect the debt by submitting false, deceptive, and misleading statements in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

31. Pollack & Rosen has violated 15 U.S.C. § 1692e(2)(A) by falsely representing the amount and legal status of the debt when it obtained an erroneous default judgment against Plaintiff, and then, falsely representing the amount and legal status of the debt in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

32. Pollack & Rosen violated 15 U.S.C. §1692e(10) when it obtained an erroneous default judgment against Plaintiff, and then, falsely representing the amount and legal status of the debt in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

33. As a direct and proximate result of Defendants' conduct, a default judgment was entered against Plaintiff in Broward County for the full amount of the alleged debt, despite Plaintiff's compliance with the settlement agreement.

34. Following receipt of the wrongfully obtained judgment, Plaintiff was forced to spend substantial time attempting to resolve the wrongfully obtained default judgment.

35. Plaintiff wasted time making repeated phone calls to Pollack & Rosen's office, only to be met with unreturned voicemails and transferred calls that led nowhere.

36. Plaintiff wasted time drafting and sending multiple emails to Pollack & Rosen attempting to rectify the payment processing error and the wrongfully obtained judgment, all of which were ignored.

37. Plaintiff wasted time meeting with her attorney and providing information to learn her legal rights related to the wrongful judgment.

38. The time Plaintiff was forced to spend addressing Defendants' manufactured default prevented her from attending to her employment, personal responsibilities, and family obligations.

39. The wrongfully obtained judgment has been published in the public record, which has caused Plaintiff feelings of shame, humiliation, and embarrassment.

40. Defendants are actively pursuing collection of this wrongful debt, including potential wage garnishment, bank levies, and liens on personal property, and have take actions to that end.

41. Plaintiff has suffered emotional distress, anxiety, frustration, and humiliation resulting from Defendants' conduct, including the stress of being wrongfully portrayed as a debtor in default.

42. The wrongful entry of a default judgment against her—based entirely on Pollack & Rosen's own failure to process a payment—has caused and continues to cause a deep sense of helplessness, fear, and humiliation.

43. Plaintiff has endured and will continue to endure recurring anxiety, sleeplessness, and persistent worry about the imminent potential garnishment of her wages and seizure of her bank account because Pollack & Rosen is pursuing the debt.

44. As a result of the above violation of the FDCPA, Pollack & Rosen is liable to Plaintiff for actual damages and statutory damages of $1,000, together with attorney's fees and all costs of Plaintiff's representation. 15 U.S.C. § 1692k et seq.

COUNT II AS TO POLLACK & ROSEN'S VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT § 1692f

45. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) because she is a natural person allegedly obligated to pay a debt for consumer, family, or household purposes.

46. Pollack & Rosen is a "debt collector" as defined by 15 U.S.C. § 1692a(6) because it uses the United States mail in the business the principal purpose of which is the collection of debt

owed or asserted to be owed or due another.

47. Pollack & Rosen violated 15 U.S.C. § 1692f by using unfair means to attempt to collect the alleged debt from Plaintiff.

48. Pollack & Rosen used unfair means to obtain the default judgment by failing to auto-debit Plaintiff's payment as required by the settlement agreement and payment arrangement.

49. Pollack & Rosen used unfair means to attempt to collect the debt when it obtained an erroneous default judgment against Plaintiff, and then, falsely represented the amount of the debt in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

50. Pollack & Rosen's conduct was both unfair and unconscionable because it punished Plaintiff for its own negligence or deliberate inaction, and weaponized the court system to collect sums not actually in default.

51. As a direct and proximate result of Defendants' conduct, a default judgment was entered against Plaintiff in Broward County for the full amount of the alleged debt, despite Plaintiff's compliance with the settlement agreement.

52. Following receipt of the wrongfully obtained judgment, Plaintiff was forced to spend substantial time attempting to resolve the wrongfully obtained default judgment.

53. Plaintiff wasted time making repeated phone calls to Pollack & Rosen's office, only to be met with unreturned voicemails and transferred calls that led nowhere.

54. Plaintiff wasted time drafting and sending multiple emails to Pollack & Rosen attempting to rectify the payment processing error and the wrongfully obtained judgment, all of which were ignored.

55. Plaintiff wasted time meeting with her attorney and providing information to learn her legal rights related to the wrongful judgment.

56. The time Plaintiff was forced to spend addressing Defendants' manufactured default

prevented her from attending to her employment, personal responsibilities, and family obligations.

57. The wrongfully obtained judgment has been published in the public record, which has caused Plaintiff feelings of shame, humiliation, and embarrassment.

58. Pollack & Rosen are pursuing collection of this wrongful debt, including potential wage garnishment, bank levies, and liens on personal property, and have take actions to that end.

59. Plaintiff has suffered emotional distress, anxiety, frustration, and humiliation resulting from Defendants' conduct, including the stress of being wrongfully portrayed as a debtor in default.

60. The wrongful entry of a default judgment against her—based entirely on Pollack & Rosen's own failure to process a payment—has caused and continues to cause a deep sense of helplessness, fear, and humiliation.

61. Plaintiff has endured and will continue to endure recurring anxiety, sleeplessness, and persistent worry about potential garnishment of her wages and seizure of her bank account because Pollack & Rosen is pursuing the debt.

62. As a result of the above violation of the FDCPA, Pollack & Rosen is liable to Plaintiff for actual damages and statutory damages of $1,000, together with attorney's fees and all costs of Plaintiff's representation. 15 U.S.C. § 1692k et seq.

COUNT III AS TO UHG'S VIOLATION OF
THE FAIR DEBT COLLECTION PRACTICES ACT § 1692e *et al.*

63. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) because she is a natural person allegedly obligated to pay a debt for consumer, family, or household purposes.

64. UHG is a "debt collector" as defined by 15 U.S.C. § 1692a(6) because it uses any instrumentality of interstate commerce and the mails for its principal business purpose of collecting defaulted debts.

65. Pollack & Rosen is a law firm engaged in the regular business of collecting debts on behalf of others and is likewise a "debt collector" as defined by 15 U.S.C. § 1692a(6).

66. UHG retained Pollack & Rosen to act on its behalf in collecting the alleged debt from Plaintiff, including through litigation, negotiation, and enforcement of any judgment.

67. Pollack & Rosen has acted as UHG's authorized agent and representative in all material respects relating to the collection of the alleged debt.

68. UHG exercised control over Pollack & Rosen's debt-collection activities by directing and approving its actions, allowing it to initiate litigation, and benefiting directly from the sums sought to be collected.

69. Pollack & Rosen acted within the scope of its agency and authority granted by UHG when it filed the collection lawsuit against Plaintiff, participated in mediation, negotiated the settlement, and later sought and obtained the default judgment.

70. At all times relevant, Pollack & Rosen's conduct was undertaken for the benefit of and under the direction and control of UHG, and UHG ratified and approved such conduct.

71. UHG is therefore vicariously liable for Pollack & Rosen's violations of the FDCPA and for all damages flowing from those violations.

72. UHG has is jointly and severally liable for Pollack & Rosen's unlawful collection communications in attempt to collect the debt from Plaintiff. 15 U.S.C. § 1692a(2) ("Communication" means the conveying of information regarding a debt directly or indirectly to any person through any medium.")

73. Section 1692e of the FDCPA prohibits a debt collector from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.

74. UHG, through Pollack & Rosen, violated § 1692e by obtaining a default judgment against Plaintiff for the full alleged debt despite having entered into a binding mediated settlement agreement and Pollack & Rosen successfully processing Plaintiff's first payment.

75. The alleged "default" upon which the judgment was based resulted from Pollack &

Rosen's own failure to process Plaintiff's scheduled auto-debit payment, which they had personally set up.

76. UHG, through Pollack & Rosen, obtained the default judgment by using false, deceptive, and misleading statements submitted to the state court claiming Plaintiff had defaulted on the settlement agreement despite Pollack & Rosen having caused the manufactured default.

77. UHG, through Pollack & Rosen, has attempted to collect the debt by submitting false, deceptive, and misleading statements in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

78. UHG, through Pollack & Rosen, has violated 15 U.S.C. § 1692e(2)(A) by falsely representing the amount and legal status of the debt when it obtained an erroneous default judgment against Plaintiff, and then, falsely representing the amount and legal status of the debt in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

79. UHG, through Pollack & Rosen, violated 15 U.S.C. §1692e(10) when it obtained an erroneous default judgment against Plaintiff, and then, falsely representing the amount and legal status of the debt in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

80. As a direct and proximate result of Defendants' conduct, a default judgment was entered against Plaintiff in Broward County for the full amount of the alleged debt, despite Plaintiff's compliance with the settlement agreement.

81. Following receipt of the wrongfully obtained judgment, Plaintiff was forced to spend substantial time attempting to resolve the wrongfully obtained default judgment.

82. Plaintiff wasted time making repeated phone calls to Pollack & Rosen's office, only to be met with unreturned voicemails and transferred calls that led nowhere.

83. Plaintiff wasted time drafting and sending multiple emails to Pollack & Rosen

attempting to rectify the payment processing error and the wrongfully obtained judgment, all of which were ignored.

84. Plaintiff wasted time meeting with her attorney and providing information to learn her legal rights related to the wrongful judgment.

85. The time Plaintiff was forced to spend addressing Defendants' manufactured default prevented her from attending to her employment, personal responsibilities, and family obligations.

86. The wrongfully obtained judgment has been published in the public record, which has caused Plaintiff feelings of shame, humiliation, and embarrassment.

87. UHG, through Pollack & Rosen, is pursuing collection of this wrongful debt, including potential wage garnishment, bank levies, and liens on personal property, and have take actions to that end.

88. Plaintiff has suffered emotional distress, anxiety, frustration, and humiliation resulting from Defendants' conduct, including the stress of being wrongfully portrayed as a debtor in default.

89. The wrongful entry of a default judgment against her—based entirely on Pollack & Rosen's own failure to process a payment—has caused and continues to cause a deep sense of helplessness, fear, and humiliation.

90. Plaintiff has endured and will continue to endure recurring anxiety, sleeplessness, and persistent worry about potential garnishment of her wages and seizure of her bank account because Pollack & Rosen is pursuing the debt.

91. As a result of the above violation of the FDCPA, UHG is liable to Plaintiff for actual damages and statutory damages of $1,000, together with attorney's fees and all costs of Plaintiff's representation. 15 U.S.C. § 1692k et seq.

COUNT IV AS TO UHG'S VIOLATION OF
THE FAIR DEBT COLLECTION PRACTICES ACT § 1692f *et al.*

92. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3) because she is a natural

person allegedly obligated to pay a debt for consumer, family, or household purposes.

93. UHG is a "debt collector" as defined by 15 U.S.C. § 1692a(6) because it uses any instrumentality of interstate commerce and the mails for its principal business purpose of collecting defaulted debts.

94. Pollack & Rosen was a law firm engaged in the regular business of collecting debts on behalf of others and was likewise a "debt collector" as defined by 15 U.S.C. § 1692a(6).

95. UHG retained Pollack & Rosen to act on its behalf in collecting the alleged debt from Plaintiff, including through litigation, negotiation, and enforcement of any judgment.

96. Pollack & Rosen has acted as UHG's authorized agent and representative in all material respects relating to the collection of the alleged debt.

97. UHG exercised control over Pollack & Rosen's debt-collection activities by directing and approving its actions, authorizing it to initiate litigation, and benefiting directly from the sums sought to be collected.

98. Pollack & Rosen acted within the scope of its agency and authority granted by UHG when it filed the collection lawsuit against Plaintiff, participated in mediation, negotiated the settlement, and later sought and obtained the default judgment.

99. At all times relevant, Pollack & Rosen's conduct was undertaken for the benefit of and under the direction and control of UHG, and UHG ratified and approved such conduct.

100. UHG is therefore vicariously liable for Pollack & Rosen's violations of the FDCPA and for all damages flowing from those violations.

101. UHG is jointly and severally liable for Pollack & Rosen's unlawful collection communications in attempt to collect the debt from Plaintiff. 15 U.S.C. § 1692a(2) ("Communication" means the conveying of information regarding a debt directly or indirectly to any person through any medium.")

102. UHG, through Pollack & Rosen, has violated 15 U.S.C. § 1692f by using unfair means to attempt to collect the alleged debt from Plaintiff.

103. UHG, through Pollack & Rosen, used unfair means to obtain the default judgment by failing to auto-debit Plaintiff's payment as required by the settlement agreement and payment arrangement.

104. UHG, through Pollack & Rosen, used unfair means to attempt to collect the debt when it obtained an erroneous default judgment against Plaintiff, and then, falsely represented the amount of the debt in filings in the state court, such as an affidavit of amount due, claiming the entire amount was owed.

105. UHG's conduct was both unfair and unconscionable because it punished Plaintiff for its own negligence or deliberate inaction, and weaponized the court system to collect sums not actually in default.

106. As a direct and proximate result of Defendants' conduct, a default judgment was entered against Plaintiff in Broward County for the full amount of the alleged debt, despite Plaintiff's compliance with the settlement agreement.

107. Following receipt of the wrongfully obtained judgment, Plaintiff was forced to spend substantial time attempting to resolve the wrongfully obtained default judgment.

108. Plaintiff wasted time making repeated phone calls to Pollack & Rosen's office, only to be met with unreturned voicemails and transferred calls that led nowhere.

109. Plaintiff wasted time drafting and sending multiple emails to Pollack & Rosen attempting to rectify the payment processing error and the wrongfully obtained judgment, all of which were ignored.

110. Plaintiff wasted time meeting with her attorney and providing information to learn her legal rights related to the wrongful judgment.

111. The time Plaintiff was forced to spend addressing Defendants' manufactured default prevented her from attending to her employment, personal responsibilities, and family obligations.

112. The wrongfully obtained judgment has been published in the public record, which has caused Plaintiff feelings of shame, humiliation, and embarrassment.

113. Plaintiff has been mischaracterized as a defaulter in the public record, which has caused feelings of shame and embarrassment.

114. UHG through Pollack & Rosen, is pursuing collection of this wrongful debt, including potential wage garnishment, bank levies, and liens on personal property, and have take actions to that end.

115. Plaintiff has suffered emotional distress, anxiety, frustration, and humiliation resulting from Defendants' conduct, including the stress of being wrongfully portrayed as a debtor in default.

116. The wrongful entry of a default judgment against her—based entirely on Pollack & Rosen's own failure to process a payment—has caused and continues to cause a deep sense of helplessness, fear, and humiliation.

117. Plaintiff has endured and will continue to endure recurring anxiety, sleeplessness, and persistent worry about potential garnishment of her wages and seizure of her bank account because Pollack & Rosen is pursuing the debt.

118. As a result of the above violation of the FDCPA, UHG is liable to Plaintiff for actual damages and statutory damages of $1,000, together with attorney's fees and all costs of Plaintiff's representation. 15 U.S.C. § 1692k et seq.

Relief Requested

WHEREFORE, Plaintiff respectfully requests this Court to enter judgment against all Defendants for all of the following:

a. Actual damages;

b. Statutory damages pursuant to 15 U.S.C. § 1692k;

c. Reasonable attorney's fees pursuant to 15 U.S.C. § 1692k;

d. Prejudgment and Post judgment interest; and

e. Such other and further relief as the Court may deem to be just and proper.

Plaintiff respectfully demands trial by jury in this action.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment for the Plaintiff on all counts and requested forms of relief and against all Defendants.

Dated: October 14, 2025

Respectfully submitted,

<u>/s/ Darren R. Newhart</u>
Lead Counsel for Plaintiff
Darren R. Newhart, Esq.
FL Bar No: 0115546
E-mail: darren@newhartlegal.com
NEWHART LEGAL, P.A.
14611 Southern Blvd, Suite 1351
Loxahatchee, FL 33470
Telephone: (561) 331-1806
Facsimile: (561) 473-2946

RICARDO & WASYLIK PL
Michael Alex Wasylik, Esq.
Fla. Bar No. 067504
P.O. Box 2245
Dade City, Florida 33526
Tel. 352-567-3173
Fax 352-567-3193
Email: service@ricardolaw.com
CO-COUNSEL FOR PLAINTIFF