

**REPORT OF THE OFFICE OF THE ATTORNEY
GENERAL AND DEPARTMENT OF LAW**

**Compensation for Veterans'
Benefits Claim Assistance
(Chapter 730, 2024)**

**TO THE GOVERNOR AND
THE GENERAL ASSEMBLY OF VIRGINIA**



HOUSE DOCUMENT NO. 10

**COMMONWEALTH OF VIRGINIA
RICHMOND
2024**



Compensation for Veterans' Benefits Claim Assistance Report

Report to

**Governor of the Commonwealth of Virginia
Members of the Virginia General Assembly**

Office of the Attorney General

November 1, 2024



COMMONWEALTH of VIRGINIA

Office of the Attorney General

Jason S. Miyares
Attorney General

202 North Ninth Street
Richmond, Virginia 23219
804-786-2071
Fax 804-786-1991
Virginia Relay Services
800-828-1120
7-1-1

November 1, 2024

The Honorable Glenn A. Youngkin
Governor of the Commonwealth of Virginia
1111 East Broad Street,
Richmond, Virginia 23219

Virginia General Assembly
201 North 9th Street
Richmond, Virginia 23219

Dear Governor Youngkin and Members of the Virginia General Assembly,

Enclosed is a report related to compensation for veterans' benefits claim assistance as required by Chapter 730 of the 2024 Acts of Assembly.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason S. Miyares".

Jason S. Miyares
Attorney General of Virginia

EXECUTIVE SUMMARY

Chapter 730 of the 2024 Acts of Assembly directed the Office of the Attorney General's Division of Consumer Counsel to convene a work group to examine and make recommendations regarding persons receiving compensation for representing veterans and their families in benefits claims before the U.S. Veterans Administration. The Office of the Attorney General convened a work group including, among other stakeholders identified below: (1) organizations that support legislation prohibiting persons from receiving compensation, except as permitted by federal law; and (2) representatives of the for-profit veterans' benefits claims assistance industry that support legislation allowing persons to receive compensation, provided that certain criteria are met. These stakeholders were starkly divided and unable to reach agreement on proposed approaches or legislation that would address their respective concerns about the for-profit veterans' benefits claims assistance industry. As a consequence, the Office of the Attorney General's Division of Consumer Counsel respectfully submits in this report that the General Assembly will be best served by weighing the options raised by various participants and potentially considering adopting one of those approaches. The main possible options raised include: (1) passing legislation prohibiting persons from receiving compensation for representing veterans and their families in benefits claims, except as permitted by federal law; (2) passing legislation allowing persons to receive compensation under certain circumstances; or (3) allowing these issues to be determined at the federal level.

INTRODUCTION

The Office of the Attorney General’s Division of Consumer Counsel has prepared and submitted this report pursuant to Chapter 730 of the 2024 Acts of Assembly. That legislation directed the Office of the Attorney General’s Division of Consumer Counsel to convene a work group to examine and make recommendations regarding persons receiving compensation for representing veterans and their families in benefits claims before the U.S. Veterans Administration.

Specifically, the legislation provided:

1. The Department of Law’s Division of Consumer Counsel (the Division) shall convene a work group to examine and make recommendations regarding the practice of persons receiving compensation for preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans’ benefits matter before the U.S. Department of Veterans Affairs, the U.S. Department of Defense, or the Virginia Department of Veterans Services. The work group shall consist of at least one member of the House of Delegates, appointed by the Speaker of the House of Delegates, at least one member of the Senate, appointed by the Senate Committee on Rules, representatives from the Division and the Virginia Department of Veterans Affairs, a representative from the Veterans of Foreign Wars, a representative of the American Legion, and a person providing such services for compensation. The work group shall report its findings and recommendations to the Governor and the General Assembly by November 1, 2024.

2. As used in this act, “veterans’ benefits matter” means the preparation, presentation, or prosecution of any claim affecting any person who has filed or expressed an intent to file a claim for any benefit, program, service, commodity, function, or status that is offered under the laws and regulations administered by the U.S. Department of Veterans Affairs or the Virginia Department of Veterans Services pertaining to veterans, their dependents, their survivors, and any other individual eligible for such benefits.

BACKGROUND

Veterans who suffer from injuries or disabilities connected with their military service can file claims with the Department of Veterans Affairs (“VA”) for monthly disability compensation payments. These monthly payments can range from \$171.23 to \$3,737.85 depending on the

severity of the disability.¹ Additional monthly payments can be added for disabled veterans with spouses or dependent children or parents.

In 2022, Congress passed the Honoring our PACT Act, which greatly expanded the timeframes, service locations and presumptive conditions for purposes of connecting disabilities with military service.² Since the passage of the PACT Act, more than 4.17 million disability claims have been received by the VA.³ Of these claims, over 1.6 million were directly attributed to the passage of the PACT Act.⁴ As of September 7, 2024, there are 987,122 pending claims before the VA.⁵ There are a total of 246,461 backlogged claims that have been pending for more than 125 days.⁶

Under federal law, only individuals and organizations recognized by the Secretary of Veterans Affairs may “act as an agent or attorney in the preparation, presentation, or prosecution of any claim.”⁷ For individuals or organizations to be “recognized,” they must be accredited by the VA Office of General Counsel.⁸ Accredited individuals and organizations are most often

¹ Current Veterans disability compensation rates, <https://www.va.gov/disability/compensation-rates/veteran-rates/> (last visited Oct. 30, 2024).

² Honoring our PACT Act of 2022, Public Law 117-168, 136 Stat. 1759 (2022), <https://www.congress.gov/117/plaws/publ168/PLAW-117publ168.pdf> (Aug. 10, 2022).

³ FACT SHEET: President Biden to Announce 1 Million PACT Act Claims Approved, Benefits Delivered to Veterans in all 50 States and U.S. Territories, <https://www.whitehouse.gov/briefing-room/statements-releases/2024/05/21/fact-sheet-president-biden-to-announce-1-million-pact-act-claims-approved-benefits-delivered-to-veterans-in-all-50-states-and-u-s-territories> (May 21, 2024).

⁴ *See id.*

⁵ Veterans Benefits Administration Reports, Characteristics of Claims, https://www.benefits.va.gov/REPORTS/characteristics_of_claims.asp (last visited Oct. 30, 2024).

⁶ *See id.*

⁷ *See* 38 U.S.C. § 5901.

⁸ *See* 38 C.F.R. § 14.629.

Veteran Service Organizations,⁹ claims agents and private attorneys. Only those individuals and organizations that have been accredited by the VA may receive compensation for representing veterans and their families in claims before the VA.¹⁰ Fees may only be collected from veterans after the VA has issued a notice of initial decision.¹¹

While not a new issue, the passage of the PACT Act and the resultant sharp increase of veterans' benefit claims has highlighted the existence of businesses that act as unaccredited claims consultants, assisting veterans in filing initial disability claims for a fee. While there is a dispute over whether this practice violates federal law, the federal government has no enforcement powers with respect to such potential violations. Prior to 2006, anyone who violated federal law by charging or collecting a fee for filing a disability claim could be fined or imprisoned for up to two years.¹² After 2006, this provision was removed from the law.¹³

The Office of the Attorney General is aware of two pending federal bills concerning these issues. First, the Preserving Lawful Utilization of Services for Veterans Act of 2023 ("PLUS Act") establishes new requirements for the VA to recognize agents and attorneys who assist veterans with claims. The PLUS Act also introduces new limits on the fees that agents and attorneys can charge veterans for claims-related services, including a \$12,500 cap and a provision for fees to be paid out of increased award amounts. The PLUS Act reinstates penalties for those who charge unauthorized fees to veterans for claims-related services. Second, the Governing Unaccredited Representatives Defrauding VA Benefits Act of 2023 ("GUARD Act") also reinstates penalties

⁹ Examples of Veteran Service Organizations include the American Legion, the Veterans of Foreign Wars (VFW), and the Disabled American Veterans (DAV).

¹⁰ *See* 38 C.F.R. § 14.636.

¹¹ *See id.*

¹² *See* 38 U.S.C. § 3405.

¹³ *See* 18 U.S.C. § 5905.

for charging veterans unauthorized fees related to claims for benefits administered by the VA. The GUARD Act prohibits the solicitation, contracting, charging, or receipt of any fee or compensation for the preparation, presentation, or prosecution of a claim for VA benefits, except as permitted under federal law. The Office of the Attorney General has previously expressed support for passage of the GUARD Act.¹⁴

Several states have passed laws addressing compensation for persons who assist veterans with VA claims. For example, Illinois, Maine, Massachusetts, Michigan, New Jersey, and Washington all prohibit any person from receiving compensation in connection with veterans' benefits assistance except as permitted by federal law.¹⁵ Louisiana allows compensation of five times the amount of the monthly increase in benefits or \$12,500, whichever is less and contingent upon an increase in benefits, to any person assisting with veterans' benefits.¹⁶ In 2023 and 2024, there were failed legislative efforts in at least 13 states¹⁷ to address for-profit veterans' benefits assistance, and the majority of those bills included bans on compensation in exchange for veterans' benefits assistance except as permitted by federal law. Finally, New York and Pennsylvania have pending pieces of legislation that similarly ban compensation unless it is permitted by federal law.

WORKGROUP DISCUSSION

In executing the General Assembly's mandate, the Office of the Attorney General identified a work group of stakeholders to meet and discuss the issues regarding persons receiving

¹⁴ Press Release, Attorney General Miyares Urges Congress to Pass G.U.A.R.D. VA Benefits Act, <https://www.oag.state.va.us/media-center/news-releases/2595-august-9-2023-attorney-general-miyares-urges-congress-to-pass-g-u-a-r-d-va-benefits-act> (Aug. 9, 2023).

¹⁵ See 815 ILCS 505/2YYY; Me. Rev. Stat. tit. 37-B, § 12; Mass. Ann. Laws ch. 115, § 18; MCLS § 445.903k; N.J. Stat. § 56:8-228; and Wash. Rev. Code Ann. § 19.335.020.

¹⁶ See La. R.S. § 29:296.

¹⁷ Arizona, California, Delaware, Georgia, Hawaii, Florida, Kansas, Kentucky, Maryland, Mississippi, Missouri, Nebraska, and South Dakota.

compensation for representing veterans and their families in benefits claims before the U.S. Veterans Administration. This work group consisted of the following individuals:

- Senator Glen Sturtevant, Virginia Senate
- Delegate Briana Sewell, Virginia House of Delegates
- Bill Aramony, Legislative Chairman, American Legion Virginia Chapter
- Steven Combs, Deputy Commissioner, Virginia Department of Veterans Services
- Douglas Hoffman, State Senior Vice Commander, Veterans of Foreign Wars
- William Taylor, Chief Executive Officer, Veterans Guardian
- James Flaherty, Senior Assistant Attorney General
- Leslie Haley, Deputy Attorney General
- Thomas Sanford, Deputy Attorney General
- Richard Schweiker, Senior Assistant Attorney General
- James Scott, Senior Assistant Attorney General
- Vieng Siklar, Director of Appeals, Virginia Department of Veterans Services
- James Toczko, Benefits Deputy Director, Virginia Department of Veterans Services
- Keith Wilson, Director of Education Services, Veterans Affairs
- Guy Dinkins, Benefits Director, Virginia Department of Veterans Services
- Andrew Lamar, Lamar Consulting
- Brittany Whitley, Lamar Consulting
- Brian Johnson, Executive Vice President, Veterans Guardian
- Mark Christenson, Chief of Staff, Veterans Guardian
- John Blomstrom, Manager, Veterans Guardian

The work group met on September 18, 2024, at the Office of the Attorney General. Members of the Attorney General’s staff provided a presentation on the current legal landscape of veterans’ benefits claims filing and provided examples of existing laws or pending legislation in other states.¹⁸

Following that presentation, three distinct groups within the work group rapidly emerged. One group, primarily comprised of various Veteran Service Organizations, supported Delegate Sewell’s introduced bill (HB736) in its entirety. A second group, comprised of the for-profit veterans’ benefits assistance industry, supported legislative proposals put forth by their group. The

¹⁸ A copy of the presentation made by members of the Office of the Attorney General is attached as Exhibit 1.

third group was comprised of state agency employees that remained neutral in considering the various proposals.

The first group, which supported Delegate Sewell's HB736 as introduced, held firm that the bill should be enacted in its entirety with no modifications.¹⁹ The main points of that bill are as follows:

1. No person shall receive compensation for preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans' benefits matter before the U.S. Department of Veterans Affairs, the U.S. Department of Defense, or the Department of Veterans Services except as permitted under federal law.
2. No person shall receive compensation for referring any individual to another person to prepare, present, prosecute, advise, consult, or assist such individual regarding any veterans' benefits matter before the U.S. Department of Veterans Affairs, the U.S. Department of Defense, or the Department of Veterans Services.
3. The above-mentioned actions constitute a prohibited practice under the Virginia Consumer Protection Act (Va. Code § 59.1-196 et seq.) and shall be subject to all enforcement provisions of that Act.

Industry representatives provided a handout of proposals that mirror some provisions of the PLUS Act.²⁰ The main points of their proposals were:

1. No person may receive compensation for referring any individual to another person to advise or assist the individual with any veterans' benefits matter.
2. No person may receive any compensation for any services rendered in connection with any claim filed within the one (1) year presumptive period of active-duty release.
3. A person²¹ seeking to receive compensation for advising, assisting, or consulting with any individual in connection with any veterans' benefits matter must, before rendering any services, memorialize the specific terms under which the amount to be paid will be determined in a written

¹⁹ A copy of HB736 as introduced is attached as Exhibit 2.

²⁰ A copy of the handout provided by industry representatives is attached as Exhibit 3.

²¹ Unlike the PLUS Act, this proposal does not limit a "person" who can receive compensation to a recognized agent or attorney.

agreement signed by both parties. Compensation must be purely contingent upon an increase in benefits awarded, and if successful, compensation must not exceed five (5) times the amount of the monthly increase in benefits awarded based on the claim, or shall not exceed twelve thousand five hundred dollars, whichever is less. No initial or nonrefundable fee may be charged by a person advising, assisting, or consulting an individual on a veterans' benefit matter. No interest shall be charged on any payment plans agreed to by the parties.

4. A person seeking to receive compensation for advising, assisting, or consulting with any individual regarding any veterans' benefits matter must not employ a medical provider to conduct secondary medical exams.
5. No person will guarantee, either directly or by implication, a successful outcome or that any individual is certain to receive specific veterans' benefits or that any individual is certain to receive a specific level, percentage, or amount of veterans' benefit.
6. Any person advising, assisting, or consulting on veterans' benefits matters for compensation must provide a disclosure at the outset of the relationship that disclaims any affiliation with government agencies.

The key difference between Delegate Sewell's introduced bill and the industry's proposal is that, under Delegate Sewell's bill, no person can advise, consult, or assist any individual regarding any veterans' benefits matter in exchange for compensation, except as permitted by federal law. The industry's proposal would allow compensation, regardless of federal law, to the extent a person achieves an increase in a veteran's benefits payments, and the compensation would be capped at five (5) times the amount of the increase in monthly benefits or \$12,500, whichever is less. The industry and the group supporting Delegate Sewell's bill remained at an intractable impasse on this issue and others at the close of the September 18, 2024 meeting. For purposes of the work group, the Office of the Attorney General did not take a position on this key issue or any others during the meeting.

On October 24, 2024, a representative from the industry, Mr. Brian Johnson of Veterans

Guardian, provided additional materials²² to the Office of the Attorney General and reiterated the industry's opposition to Delegate Sewell's previously proposed legislation. On October 25, 2024, Delegate Sewell also provided additional materials to the Office of the Attorney General in support of her legislation and in opposition to the for-profit veterans' benefits claims assistance industry.²³

POLICY CONSIDERATIONS

Based on the work group's discussion and developments in other states, the Office of the Attorney General submits that there are three primary possible courses of action that the Governor and General Assembly can consider in addressing this issue: (1) passing Delegate Sewell's introduced bill (or a version thereof), which would ban all compensation except as permitted by federal law; (2) passing a version of the PLUS Act, which would allow compensation under certain circumstances; or (3) taking no action until these issues are addressed at the federal level as a matter of federal law. For purposes of this work group and report, the Office of the Attorney General does not presently take a position on these proposals.

CONCLUSION

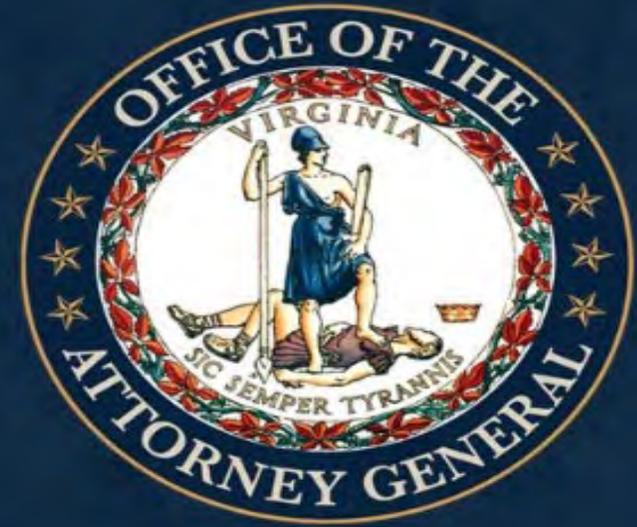
As stated above, the General Assembly has three primary options to consider with respect to addressing concerns about the for-profit veterans' benefits claims assistance industry. The Office of the Attorney General appreciates the opportunity to provide this report.

²² Those materials included an updated legislative proposal that removes the alternative cap on compensation of \$12,500 but retains language that imposes a cap of five (5) times the amount of the monthly increase in benefits. The updated proposal also removes the provision that a person seeking to receive compensation for advising, assisting, or consulting with any individual regarding any veterans' benefits matter must not employ a medical provider to conduct secondary medical exams. These materials are attached as Exhibits 4-10.

²³ Those materials included court pleadings, various alerts, and statements from the Veterans Administration and the Veterans of Foreign Wars in opposition to the claims consulting industry. These materials are attached as Exhibits 11-28.

HOUSE BILL 736 VETERANS BENEFIT WORKGROUP

Benefit Claims Filing Legal Landscape





House Bill 736

- Be it enacted by the General Assembly of Virginia:
- 1. § 1. The Department of Law's Division of Consumer Counsel (the Division) shall convene a work group to *examine and make recommendations regarding the practice of persons receiving compensation for preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans' benefits matter before the U.S. Department of Veterans Affairs, the U.S. Department of Defense, or the Virginia Department of Veterans Services.* ... The work group shall report its findings and recommendations to the Governor and the General Assembly by November 1, 2024.
- As used in this act, "veterans' benefits matter" means the preparation, presentation, or prosecution of any claim affecting any person who has filed or expressed an intent to file a claim for any benefit, program, service, commodity, function, or status that is offered under the laws and regulations administered by the U.S. Department of Veterans Affairs or the Virginia Department of Veterans Services pertaining to veterans, their dependents, their survivors, and any other individual eligible for such benefits.



Changes in the proposed language of HB 736

- The original text of HB736 proposed to make it a violation of The Virginia Consumer Protection Act (Va. Code § 59.1-196 et seq.) for any person to “receive compensation for preparing, presenting, prosecuting, advising, consulting, or assisting any individual regarding any veterans' benefits matter before the U.S. Department of Veterans Affairs, the U.S. Department of Defense, or the Department of Veterans Services except as permitted under federal law.”



Claims preparation and representation under the current federal law

- Only individuals and organizations recognized by the Secretary of Veterans Affairs may “act as an agent or attorney in the preparation, presentation, or prosecution of any claim” 38 USC § 5901
- Recognition requires accreditation by the VA Office of General Counsel under 38 CFR § 14.629



What is the purpose of accreditation?

- To ensure that veterans and their family members receive appropriate representation on their VA benefits claims.
- To ensure continuing education
- To provide accountability through VA Complaint process
- 3 Types of entities accredited:
 - Representatives of VA-recognized veterans service organizations (VSO)
 - Attorneys (accredited in their individual capacity, not through a law firm)
 - Claims agents (accredited in their individual capacity, not through an organization)

Attorney application approvals take 60-120 days from submission.

Claims Agent application approval takes up to a year from submission



Fees for claims preparation and representation under 38 CFR § 14.636

- Only accredited agents and attorneys may receive fees from claimants or appellants for their services provided in connection with representation
- Fees may only be collected from claimants or applicants after notice of an initial decision has been issued. Two exceptions to this rule-
 - Chapter 37 loan
 - Payment of fee by disinterested third party
- Fees shall be presumed reasonable if they do not exceed 20% of any past-due benefits awarded and the attorney or agent provided representation that continued through the date of the decision awarding benefits.
- Fees exceeding 33 1/3 % are presumed to be unreasonable but can be rebutted with clear and convincing evidence.

	Accredited Veteran Service Organizations (VSO)	Accredited Claims Agents & Private Attorneys	Unaccredited Consultants
Cost to veteran	Always Free	Fee Agreement filed with, and paid by, VA OGC. Fees must be reasonable per §14.636	Fee collected from veteran, not governed by §14.636
Fee Structure	N/A	Between 20%-33% of retroactive award from post-appeal grant, paid directly by VA.	Collected from veteran directly. Fee based on contract, drawn from future benefits or retroactive awards.
Charges for initial claims	N/A	Never	Yes
Extent of Representation	Initial Claims, Appeals	Initial Claims, Appeals	Cannot represent veterans during initial claims or appeals.
Access to VA Systems, to include veteran's electronic claim record.	Yes	Yes	No
Files the claim	Yes	Yes	Veteran files their own claim.



Federal Enforcement Powers until 2006

- 38 USC § 3405 - Penalty for certain acts.

Whoever (1) directly or indirectly solicits, contracts for, charges, or receives, or attempts to solicit, contract for, charge, or receive, any fee or compensation except as provided in sections 3404 or 784 of this title, or (2) wrongfully withholds from any claimant or beneficiary any part of a benefit or claim allowed and due him, shall be fined not more than \$500 or imprisoned at hard labor for not more than two years, or both.



Federal Enforcement Powers after 2006

- 38 USC 5905 - Penalty for Certain Acts

Whoever wrongfully withholds from any claimant or beneficiary any part of a benefit or claim allowed and due to the claimant or beneficiary, shall be fined as provided in title 18, or imprisoned for not more than one year, or both

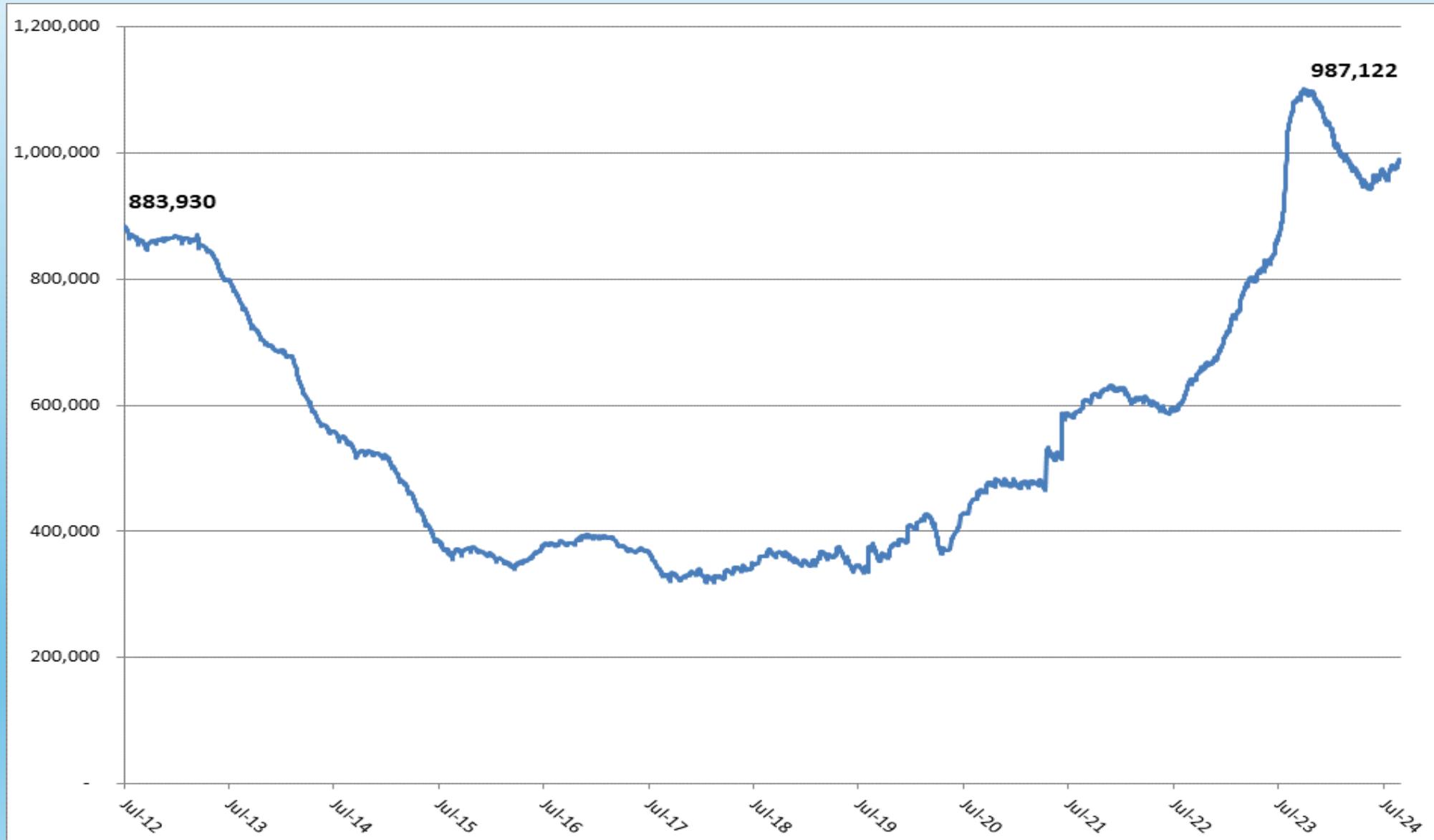


Current Claims Numbers at the VA

- As of September 7, 2024*
- Total Pending Claims – 987,122
- Total Backlogged Claims** – 246,461
- Average time to reach initial claims decision*** – 151.7 days

- * https://www.benefits.va.gov/REPORTS/characteristics_of_claims.asp
- ** A backlogged claim is one that is pending more than 125 days.
- ***<https://www.va.gov/disability/after-you-file-claim/>

VA Claims Inventory



Recent and Current Legislation



- Honoring our PACT Act- Passed in 2022
 - This bill addressed health care, presumption of service-connection, research, resources, and other matters related to veterans who were exposed to toxic substances during military service.
- GUARD VA Benefits Act of 2023- Introduced-
 - This bill imposes criminal penalties on individuals for directly or indirectly soliciting, contracting for, charging, or receiving any unauthorized fee or compensation with respect to the preparation, presentation, or prosecution of any claim for Department of Veterans Affairs benefits. The commission or attempted commission of such offenses is punishable by a fine, imprisonment for up to one year, or both.



Current and Pending Legislation cont.

• PLUS for Veterans Act of 2023- Introduced

- This bill modifies provisions related to agents and attorneys who represent veterans in Department of Affairs (VA) benefit claims. **The VA must determine whether to recognize an individual as an agent or attorney for purposes of VA benefit claims within 90 days of receiving an application from such an individual. If the VA cannot verify whether the agent or attorney meets its qualifications and standards before the end of the 90 days, the VA must recognize the agent or attorney.** If the VA determines after the 90-day period that such an agent or attorney does not meet the VA's qualifications and standards, the VA may suspend the individual without regard to notice and hearing procedures.
- **The VA may not refuse to recognize an agent or attorney solely because the agent or attorney charges a fee for services rendered in the preparation, presentation, or prosecution of a claim.**
- **Finally, the bill imposes criminal penalties on individuals for directly or indirectly soliciting, contracting for, charging, or receiving any unauthorized fee or compensation with respect to the preparation, presentation, or prosecution of any claim for VA benefits.** The commission or attempted commission of such offenses is punishable by a fine, imprisonment for up to one year, or both.



Virginia Law

Va. Code Ann. § 54.1-3900.02 (2023)

- Attorneys who hold accreditation from the U.S. Department of Veterans Affairs to assist veterans with VA-related claims and appeals processes shall provide a written disclosure informing all clients of the free services provided by the Department of Veterans Services for service members, veterans, and their families.



State Law Examples (1 of 3)

1. Illinois – 815 ILCS 505/2YYY – Deceptive practices targeting veterans and military members

- No compensation unless permitted by federal law
- Requires notice that services are free through government agencies
- Note – Effective 2025, Illinois also will require disclaimers indicating lack of affiliation with government agencies

2. Maine – Me. Rev. Stat. tit. 37-B, § 12 – Compensation for services related to veterans’ benefits matters

- No compensation unless permitted by federal law
- Requires fee to be memorialized in agreement
- No advance fees
- No guarantee of specific results

3. Massachusetts – Mass. Ann. Laws ch. 115, § 18 – Prohibited acts and compensation related to veterans’ benefits matters

- No compensation unless permitted by federal law
- No guarantee of specific results



State Law Examples (2 of 3)

4. **Michigan – MCLS § 445.903k – Providing, offering, or receiving compensation for providing or offering of veterans’ benefit service; advertising or promoting event regarding veterans’ pension or medical benefits; limitations**
 - No compensation unless permitted by federal law
 - No guarantee of specific results
 - No advertising or promotional events without disclaimer indicating lack of affiliation with government agencies
 - Requires notice that services are free through government agencies

5. **New Jersey – N.J. Stat. § 56:8-228 – Advising, assisting, referring veterans’ benefits, compensation, limitations**
 - No compensation unless permitted by federal law
 - Requires fee to be memorialized in agreement
 - No advance fees
 - No guarantee of specific results
 - Requires disclaimer indicating lack of affiliation with government agencies

6. **Washington – Wash. Rev. Code Ann. §§ 19.335.005-19.335.900 – Veterans’ Benefit-Related Services**
 - No compensation unless permitted by federal law
 - No guarantee of specific results
 - No advertising or promotional events allowed without disclosure indicating lack of affiliation with government agencies

State Law Examples (3 of 3)



7. Louisiana – La. R.S. § 29:296 – Preserving lawful utilization of services for veterans

- Allows compensation of up to \$12,500, which is contingent on increase in benefits award
- Requires fee to be memorialized in agreement
- Requires disclaimer indicating lack of affiliation with government agencies
- No advance fees



Failed State Legislation (1 of 3)

1. Arizona – 2024 – SB 1308

- General ban on compensation

2. California – 2023 – SB 1124

- No compensation unless permitted by federal law

3. Delaware – 2023 – HB 272

- No compensation unless permitted by federal law
- Requires disclaimer indicating lack of affiliation with government agencies
- Fee required to be memorialized in agreement

4. Georgia – 2023 – HB 1323

- No compensation unless permitted by federal law
- Fee required to be memorialized in agreement
- No guarantee of specific results
- Requires disclaimer indicating lack of affiliation with government agencies



Failed State Legislation (2 of 3)

5. Hawaii – 2023 – HB 2225

- Requires persons providing services to be held to same ethical standards as attorneys
- Requires disclaimer indicating lack of affiliation with government agencies

6. Florida – 2024 – SB 1452

- No compensation unless permitted by federal law
- Fee required to be memorialized in an agreement
- Requires disclaimer indicating lack of affiliation with government agencies
- No guarantee of specific results
- No advance fees

7. Kansas – 2023 – HB 2761

- No compensation unless permitted by federal law
- Requires persons providing services to be held to same ethical standards as attorneys

8. Kentucky – 2024 – HB 39

- Fees allowed for successful results and capped at 5 times the 1 month increase in benefits
- No advance fees
- No guarantee of specific results
- Requires disclaimer indicating lack of affiliation with government agencies



Failed State Legislation (3 of 3)

9. Maryland – 2024 – HB 875

- No compensation unless permitted by federal law
- Requires persons providing services to be held to same ethical standards as attorneys
- Requires notice that services are free through government agencies

10. Mississippi – 2024 – SB 2515

- No compensation unless permitted by federal law
- Requires persons providing services to be held to same ethical standards as attorneys

11. Missouri – 2024 – HB 1490

- No compensation unless permitted by federal law
- Fee required to be memorialized in agreement
- No advance fees
- No guarantee of specific results
- Requires disclaimer indicating lack of affiliation with government agencies

12. Nebraska – 2023 – LB 1037

- No compensation unless permitted by federal law
- Requires persons providing services to be held to same ethical standards as attorneys

13. South Dakota – 2024 – SB 180

- No compensation unless permitted by federal law
- Requires persons providing services to be held to same ethical standards as attorneys



Pending State Legislation

1. New York – 2023 – AB 8106

- No compensation unless permitted by federal law
- Fee required to be memorialized in agreement
- No advance fees
- No guarantee of specific results
- Requires disclaimer indicating lack of affiliation with government agencies

2. Pennsylvania – 2023 – SB 1145

- No compensation unless permitted by federal law
- No advance fees
- No guarantee of specific results
- Fee required to be memorialized in agreement

3. Rhode Island – 2023 – SB 2700

- No compensation unless permitted by federal law
- Requires persons providing services to be held to same ethical standards as attorneys

24104975D

HOUSE BILL NO. 736

Offered January 10, 2024

Prefiled January 9, 2024

A BILL to amend and reenact § 59.1-200 of the Code of Virginia and to amend the Code of Virginia by adding in Title 59.1 a chapter numbered 57, consisting of sections numbered 59.1-603, 59.1-604, and 59.1-605, relating to Veterans' Services Protection Act; prohibited practices; penalty.

Patrons—Sewell, Ballard, Glass, Helmer, Torian, Anthony, Askew, Bennett-Parker, Callsen, Cherry, Clark, Cohen, Cousins, Delaney, Feggans, Hayes, Henson, Herring, Maldonado, Martinez, Mundon King, Price, Rasoul, Reid, Shin, Sickles, Simon, Thomas, Tran and Wiley

Referred to Committee on Labor and Commerce

Be it enacted by the General Assembly of Virginia:

1. That § 59.1-200 of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding in Title 59.1 a chapter numbered 57, consisting of sections numbered 59.1-603, 59.1-604, and 59.1-605, as follows:

§ 59.1-200. Prohibited practices.

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

- 1. Misrepresenting goods or services as those of another;
- 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;
- 4. Misrepresenting geographic origin in connection with goods or services;
- 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;
- 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
- 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects or "not first class";
- 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised.

In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or reasonably expected to have at least such quantity or amount for sale;

9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts installed;

11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill for merchandise or services previously ordered;

12. Notwithstanding any other provision of law, using in any manner the words "wholesale," "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the goods or services advertised or offered for sale;

13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal statutes or regulations;

13a. Failing to provide to a consumer, or failing to use or include in any written document or material provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure, notice, or other information however characterized when the supplier is required

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57 by 16 C.F.R. Part 433 to so provide, use, or include the statement, disclosure, notice, or other
58 information in connection with the consumer transaction;

59 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection
60 with a consumer transaction;

61 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515,
62 3.2-6516, or 3.2-6519 is a violation of this chapter;

63 16. Failing to disclose all conditions, charges, or fees relating to:

64 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
65 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
66 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does
67 not permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of
68 this subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not
69 less than 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account
70 for the return of defective, unused, or undamaged merchandise upon presentation of proof of purchase.
71 In the case of merchandise paid for by check, the purchase shall be treated as a cash purchase and any
72 refund may be delayed for a period of 10 banking days to allow for the check to clear. This subdivision
73 does not apply to sale merchandise that is obviously distressed, out of date, post season, or otherwise
74 reduced for clearance; nor does this subdivision apply to special order purchases where the purchaser
75 has requested the supplier to order merchandise of a specific or unusual size, color, or brand not
76 ordinarily carried in the store or the store's catalog; nor shall this subdivision apply in connection with a
77 transaction for the sale or lease of motor vehicles, farm tractors, or motorcycles as defined in
78 § 46.2-100;

79 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time
80 of the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the
81 premises of the supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill
82 of sale. Disclosure shall include the conditions, charges, or fees in the event that a consumer breaches
83 the agreement;

84 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess
85 of \$5 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment
86 on such account. Suppliers shall give consumers written notice of such credit balances within 60 days of
87 receiving overpayments. If the credit balance information is incorporated into statements of account
88 furnished consumers by suppliers within such 60-day period, no separate or additional notice is required;

89 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
90 connection with a consumer transaction, failing to adhere to the terms and conditions of such an
91 agreement;

92 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

93 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et
94 seq.);

95 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et
96 seq.);

97 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4
98 (§ 59.1-207.17 et seq.);

99 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

100 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32
101 (§ 59.1-424 et seq.);

102 24. Violating any provision of § 54.1-1505;

103 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter
104 17.6 (§ 59.1-207.34 et seq.);

105 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

106 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

107 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

108 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et
109 seq.);

110 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
111 seq.);

112 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

113 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

114 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

115 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

116 35. Using the consumer's social security number as the consumer's account number with the supplier,
117 if the consumer has requested in writing that the supplier use an alternate number not associated with
118 the consumer's social security number;

- 119 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 120 37. Violating any provision of § 8.01-40.2;
- 121 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 122 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 123 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 124 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46
- 125 (§ 59.1-525 et seq.);
- 126 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 127 43. Violating any provision of § 59.1-443.2;
- 128 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 129 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 130 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 131 47. Violating any provision of § 18.2-239;
- 132 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 133 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 134 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 135 presumption that a supplier has reason to know a children's product was recalled if notice of the recall
- 136 has been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale
- 137 on the website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to
- 138 children's products that are used, secondhand or "seconds";
- 139 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 140 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 141 52. Violating any provision of § 8.2-317.1;
- 142 53. Violating subsection A of § 9.1-149.1;
- 143 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential
- 144 dwelling in the Commonwealth, any drywall that the supplier knows or has reason to know is defective
- 145 drywall. This subdivision shall not apply to the sale or offering for sale of any building or structure in
- 146 which defective drywall has been permanently installed or affixed;
- 147 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while
- 148 engaged in a transaction that was initiated (i) during a declared state of emergency as defined in
- 149 § 44-146.16 or (ii) to repair damage resulting from the event that prompted the declaration of a state of
- 150 emergency, regardless of whether the supplier is licensed as a contractor in the Commonwealth pursuant
- 151 to Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1;
- 152 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 153 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 154 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.);
- 155 59. Violating any provision of subsection E of § 32.1-126;
- 156 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed
- 157 under Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 158 61. Violating any provision of § 2.2-2001.5;
- 159 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 160 63. Violating any provision of § 6.2-312;
- 161 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 162 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 163 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 164 67. Knowingly violating any provision of § 8.01-27.5;
- 165 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to
- 166 cancel a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30
- 167 days, notify a consumer of his option to cancel such free trial within 30 days of the end of the trial
- 168 period to avoid an obligation to pay for the goods or services;
- 169 69. Selling or offering for sale any substance intended for human consumption, orally or by
- 170 inhalation, that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision,
- 171 "synthetic derivative" means a chemical compound produced by man through a chemical transformation
- 172 to turn a compound into a different compound by adding or subtracting molecules to or from the
- 173 original compound. This subdivision shall not (i) apply to products that are approved for marketing by
- 174 the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or
- 175 (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 176 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for
- 177 human consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall
- 178 not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and
- 179 scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct

180 permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

181 71. Selling or offering for sale any substance intended for human consumption, orally or by
 182 inhalation, that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant
 183 packaging, as defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less
 184 than 1/16 of an inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to
 185 persons younger than 21 years of age, (b) all ingredients contained in the substance, (c) the amount of
 186 such substance that constitutes a single serving, and (d) the total percentage and milligrams of
 187 tetrahydrocannabinol included in the substance and the number of milligrams of tetrahydrocannabinol
 188 that are contained in each serving; and (iii) accompanied by a certificate of analysis, produced by an
 189 independent laboratory that is accredited pursuant to standard ISO/IEC 17025 of the International
 190 Organization of Standardization by a third-party accrediting body, that states the tetrahydrocannabinol
 191 concentration of the substance or the tetrahydrocannabinol concentration of the batch from which the
 192 substance originates. This subdivision shall not (i) apply to products that are approved for marketing by
 193 the U.S. Food and Drug Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or
 194 (ii) be construed to prohibit any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

195 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined
 196 in § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing
 197 tetrahydrocannabinol that depicts or is in the shape of a human, animal, vehicle, or fruit;

198 73. Selling or offering for sale any substance intended for human consumption, orally or by
 199 inhalation, that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a
 200 container or wrapper that bears, or is otherwise labeled to bear the trademark, trade name, famous mark
 201 as defined in 15 U.S.C. § 1125, or other identifying mark, imprint, or device, or any likeness thereof, of
 202 a manufacturer, processor, packer, or distributor of a product intended for human consumption other
 203 than the manufacturer, processor, packer, or distributor that did in fact so manufacture, process, pack, or
 204 distribute such substance;

205 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not
 206 include a label stating that the product is not intended for human consumption. This subdivision shall
 207 not (i) apply to products that are approved for marketing by the U.S. Food and Drug Administration and
 208 scheduled in the Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct
 209 permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that
 210 were manufactured prior to July 1, 2023, provided that the person provides documentation of the date of
 211 manufacture if requested;

212 75. Violating any provision of § 59.1-466.8;

213 76. Violating subsection F of § 36-96.3:1;

214 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or
 215 (ii) any kratom product that does not include a label listing all ingredients and with the following
 216 guidance: "This product may be harmful to your health, has not been evaluated by the FDA, and is not
 217 intended to diagnose, treat, cure, or prevent any disease." As used in this subdivision, "kratom" means
 218 any part of the leaf of the plant *Mitragyna speciosa* or any extract thereof; ~~and~~

219 78. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to
 220 a consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of
 221 any such good or provision of any such continuous service; *and*

222 79. *Violating any provision of the Veterans' Services Protection Act (§ 59.1-603 et seq.).*

223 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or
 224 lease solely by reason of the failure of such contract or lease to comply with any other law of the
 225 Commonwealth or any federal statute or regulation, to the extent such other law, statute, or regulation
 226 provides that a violation of such law, statute, or regulation shall not invalidate or make unenforceable
 227 such contract or lease.

228 CHAPTER 57.

229 VETERANS' SERVICES PROTECTION ACT.

230 § 59.1-603. *Definitions.*

231 *As used in this chapter, unless the context requires a different meaning:*

232 *"Compensation" means payment of any money, thing of value, or financial benefit.*

233 *"Person" has the same meaning as provided in § 59.1-198.*

234 *"Veterans' benefits matter" means the preparation, presentation, or prosecution of any claim affecting*
 235 *any person who has filed or expressed an intent to file a claim for any benefit, program, service,*
 236 *commodity, function, or status that is offered under the laws and regulations administered by the United*
 237 *States Department of Veterans Affairs or the Virginia Department of Veterans Services pertaining to*
 238 *veterans, their dependents, their survivors, and any other individual eligible for such benefits.*

239 § 59.1-604. *Prohibited practices; required disclosures.*

240 A. *No person shall receive compensation for preparing, presenting, prosecuting, advising, consulting,*
 241 *or assisting any individual regarding any veterans' benefits matter before the U.S. Department of*

242 *Veterans Affairs, the U.S. Department of Defense, or the Department of Veterans Services except as*
243 *permitted under federal law.*

244 *B. No person shall receive compensation for referring any individual to another person to prepare,*
245 *present, prosecute, advise, consult, or assist such individual regarding any veterans' benefits matter*
246 *before the U.S. Department of Veterans Affairs, the U.S. Department of Defense, or the Department of*
247 *Veterans Services.*

248 *C. Nothing in this section shall be construed to prohibit a division of fees between attorneys that is*
249 *otherwise proper under state law and the Virginia Rules of Professional Conduct.*

250 **§ 59.1-605. Enforcement; penalties.**

251 *Any violation of this chapter shall constitute a prohibited practice under the provisions of §*
252 *59.1-200 and shall be subject to any and all of the enforcement provisions of the Virginia Consumer*
253 *Protection Act (§ 59.1-196 et seq.).*

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Why Veterans Guardian’s Services are Consistent with Federal Law

The statute and regulations governing VA disability benefit claims limits its restrictions on “preparation, presentation, or prosecution of any claim” to those who “act as an agent or attorney.” 38 U.S.C. § 5901; *accord* 38 U.S.C. § 5904; 38 C.F.R. §§ 14.629, 14.636. The word “act” is plainly modified by “as an agent or attorney.” Thus, the operative phrase is “act *as an agent or attorney*,” not simply “act.”

Veterans Guardian does not act as an agent or attorney. Veterans Guardian’s clients do not authorize the company to take any action on their behalf, and we do not complete VA Form 21-22, authorizing or acting as an official “Agent of Record” for our clients.

See Black’s Law Dictionary (11th ed. 2019) (defining “agent” as “[s]omeone who is authorized to act for or in place of another”); Restatement (Third) of Agency § 1.01 (defining “agency” as a “fiduciary relationship that arises when one person (a ‘principal’) manifests assent to another person (an ‘agent’) that the agent shall act on the principal’s behalf”).

In addition, Veterans Guardian explicitly informs clients that it is not a law firm, has no attorney on staff, is not licensed to practice law, and while its services may include discussions of legal issues and procedures, its statements are only the company’s opinion and are not legal assistance or advice.

It is therefore clear under the plain language of the statute and regulations that Veterans Guardian’s services are not restricted.

Beyond the clarity of the governing law, the canon of constitutional avoidance requires interpretation of the statute and regulations to avoid violating the First Amendment rights of Veterans Guardian and our clients.

An interpretation that Veterans Guardian cannot advise veterans—a speech-defined activity—on their benefits claims and veterans cannot receive the company’s advice on their petitions to the government would impose an impermissible, content-based restriction on speech.

See, e.g., Holder v. Humanitarian Law Project, 561 U.S. 1, 26–27 (2010) (rejecting government’s argument that the “only thing truly at issue in litigation [challenging a federal bar on support to organizations designated for government sanctions, including expert advice or assistance] [was] conduct, not speech[,]” citing in particular the plaintiffs “communicat[ion] [of] advice derived from ‘specialized knowledge’ . . .”).

Interpreting the statute to prevent Veterans Guardian from assisting in the preparation of a disability claim would also mean the statute violates the rights of the veteran to petition their government for disability benefits and to associate for that purpose, contrary to the First Amendment. The statute must be interpreted to avoid those unconstitutional results.

The plain language of the statute and the canon of constitutional avoidance thus require the conclusion that Veterans Guardian’s services are not restricted and are consistent with the law.



VETERANS GUARDIAN PROCLAMATION

THE VETERAN'S RIGHT TO CHOOSE

Your Claim, Your Choice

Veterans Guardian VA Claim Consulting * 75 Trotter Hills Circle * Pinehurst, North Carolina 28374

I, _____, acknowledge that there are free services available to veterans to support the filing of claims for Veterans Administration (VA) benefits and for the services that Veterans Guardian will provide.

_____ I understand that I have the option to utilize the free services provided by entities such as the VA, National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, Local US Congressional office staff (where applicable), and/or the paid services of VA accredited agents or lawyers.

_____ I understand that utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and I may achieve a positive VA benefit claim outcome with any of the free services or organizations.

_____ I understand that the Veterans Administration provides a search tool to find representatives who may assist with filing VA claims free of charge. I also understand that by choosing Veterans Guardian, I will receive enhanced assistance and a high level of service from dedicated and specialized professionals serving an organization with proven results.

_____ I understand that Veterans Guardian is not an accredited agent or entity recognized by the Department of Veteran Affairs and is not affiliated with the Department of Veterans Affairs in any way.

_____ I understand that this is a contingent based fee model whereby payment is only required upon successful completion of a claim and that the fee is not to exceed five times any monetary pay increase.

_____ I understand that if successful, I will be given the option to pay the final calculated fee in a lump sum, or over a 5 or 10 month period. I also acknowledge that custom payment plans are available in exceptional circumstances.

By signing this acknowledgement, I am certifying that I am aware of free services available and that I have exhausted all the free services or I have determined that the free services do not meet my personal needs. I am also certifying that I am choosing to use Veterans Guardian VA Claim Consulting, a contingent fee based pre-filing agency, to provide consulting services and that I will submit the claim to the VA on my own behalf.

Thank you for your service in support of a grateful Nation and thank you for your trust in Veterans Guardian.



Veteran Owned - Veteran Operated... The way it should be.

Preserving Lawful Utilization of Services for Veterans Act of 2024 (aka PLUS Act)

Updated July 2024

(a) For the purposes of this section:

(1) “Compensation” means any money, thing of value, or economic benefit conferred on, or received by, any person in return for services rendered, or to be rendered, by himself or herself or another.

(2) “Veterans’ benefits matter” means the preparation, presentation, or prosecution of any claim affecting any person who has filed or expressed an intent to file a claim for any benefit, program, service, commodity, function, status, or entitlement for which veterans, their dependents, their survivors, or any other individual are eligible under the laws and regulations administered by the United States Department of Veterans' Affairs or the **STATE** Department of Veterans' Affairs.

(3) “Person” means any natural person, corporation, trust, partnership, incorporated or unincorporated association, or any other legal entity.

(b) (1) No person may receive compensation for referring any individual to another person to advise or assist the individual with any veterans’ benefits matter.

(2) No person may receive any compensation for any services rendered in connection with any claim filed within the one (1) year presumptive period of active-duty release.

(3) A person seeking to receive compensation for advising, assisting, or consulting with any individual in connection with any veterans' benefits matter must, before rendering any services, memorialize the specific terms under which the amount to be paid will be determined in a written agreement signed by both parties. Compensation must be purely contingent upon an increase in benefits awarded, and if successful, compensation must not exceed five (5) times the amount of the monthly increase in benefits awarded based on the claim, or shall not exceed twelve thousand five hundred dollars, whichever is less. No initial or nonrefundable fee may be charged by a person advising, assisting, or consulting an individual on a veterans’ benefit matter. No interest shall be charged on any payment plans agreed to by the parties.

(4) A person seeking to receive compensation for advising, assisting, or consulting with any individual regarding any veterans’ benefits matter must not employ a medical provider to conduct secondary medical exams.

(5) No person will guarantee, either directly or by implication, a successful outcome or that any individual is certain to receive specific veterans' benefits or that any individual is certain to receive a specific level, percentage, or amount of veterans' benefit.

(6) Any person advising, assisting, or consulting on veterans’ benefits matters for compensation must provide the following disclosure at the outset of the business relationship:

"This business is not sponsored by, or affiliated with, the United States Department of Veterans' Affairs or the **STATE** Department of Veterans' Affairs, or any other federally

chartered veterans' service organization. Other organizations including but not limited to the **STATE** Department of Veterans' Affairs, a local veterans' service organization, and other federally chartered veterans' service organizations may be able to provide you with this service free of charge. Products or services offered by this business are not necessarily endorsed by any of these organizations. You may qualify for other veterans' benefits beyond the benefits for which you are receiving services here."

The written disclosure must appear in at least twelve (12) point font in an easily identifiable place in the person's agreement with the individual seeking services. The individual must sign the document in which the written disclosure appears to represent understanding of these provisions. The person offering services must retain a copy of the written disclosure while providing veterans' benefits services for compensation to the individual and for at least one (1) year after the date on which the service relations terminate.

(7) Businesses advising, assisting, or consulting on veterans' benefits matters for a fee must abide by the following:

- Must not utilize international call centers or data centers for processing veterans' personal information;
- Must not use a veteran's personal log-in, username, or password information to access that veteran's medical, financial, or government benefits information;
- Must ensure that any individual who has access to veterans' medical or financial information undergoes a background check prior to having access to that information. The background check must be conducted by a reputable source and include identity verification and a criminal records check.

[(d)] (c) (1) A violation of the provisions of this section constitutes an unfair, false, misleading, or deceptive act or practice in the conduct of trade or commerce under **[Insert STATE Consumer Protection Law Reference]**.

(2) Civil penalties will be in an amount ordered by the District Court in an action brought by the **STATE** Attorney General.

(3) Each day a violation continues is a separate violation.

(IF APPLICABLE AND IF SUCH FUND EXISTS) (4) Any civil penalty collected will be deposited in the **STATE** Veterans Trust Fund.

(5) Notwithstanding this section, an attorney or law firm seeking to receive compensation for advising, assisting, or consulting any individual with any veterans' benefits matter will be governed by the limitations set forth in 38 21 C.F.R. sec. 14.636.

Safeguarding American Veteran Empowerment Act (or SAVE Act)

(a) For the purposes of this section:

(1) “Compensation” means any money, thing of value, or economic benefit conferred on, or received by, any person in return for services rendered, or to be rendered, by himself or herself or another.

(2) “Veterans’ benefits matter” means the preparation, presentation, or prosecution of any claim affecting any person who has filed or expressed an intent to file a claim for any benefit, program, service, commodity, function, status, or entitlement for which veterans, their dependents, their survivors, or any other individual are eligible under the laws and regulations administered by the United States Department of Veterans' Affairs or the **STATE** Department of Veterans' Affairs.

(3) Except as provided in section 5, “Person” means any natural person, corporation, trust, partnership, incorporated or unincorporated association, or any other legal entity.

(b) (1) No person may receive compensation for referring any individual to another person to advise or assist the individual with any veterans’ benefits matter.

(2) No person may receive any compensation for any services rendered in connection with any claim filed within the one (1) year presumptive period of active-duty release, unless the veteran acknowledges by signing a waiver that they are within this period and choosing to deny free services available to them.

(3) A person seeking to receive compensation for advising, assisting, or consulting with any individual in connection with any veterans' benefits matter must, before rendering any services, memorialize the specific terms under which the amount to be paid will be determined in a written agreement signed by both parties. Compensation must be purely contingent upon an increase in benefits awarded, and if successful, compensation must not exceed five (5) times the amount of the monthly increase in benefits awarded based on the claim. No initial or nonrefundable fee may be charged by a person advising, assisting, or consulting an individual on a veterans’ benefit matter.

(4) No person will guarantee, either directly or by implication, a successful outcome or that any individual is certain to receive specific veterans' benefits or that any individual is certain to receive a specific level, percentage, or amount of veterans' benefit.

(5) Any person advising, assisting, or consulting on veterans’ benefits matters for compensation must provide the following disclosure at the outset of the business relationship:

"This business is not sponsored by, or affiliated with, the United States Department of Veterans' Affairs or the **STATE** Department of Veterans' Affairs, or any other federally chartered veterans' service organization. Other organizations including but not limited to the **STATE** Department of Veterans' Affairs, a local veterans' service organization, and other federally chartered veterans' service organizations may be able to provide you with this service free of charge. Products or services offered by this business are not

necessarily endorsed by any of these organizations. You may qualify for other veterans' benefits beyond the benefits for which you are receiving services here."

The written disclosure must appear in at least twelve (12) point font in an easily identifiable place in the person's agreement with the individual seeking services. The individual must sign the document in which the written disclosure appears to represent understanding of these provisions. The person offering services must retain a copy of the written disclosure while providing veterans' benefits services for compensation to the individual and for at least one (1) year after the date on which the service relations terminate.

(6) Businesses advising, assisting, or consulting on veterans' benefits matters for a fee must abide by the following:

Must not utilize international call centers or data centers for processing veterans' personal information;

Must not use a veteran's personal log-in, username, or password information to access that veteran's medical, financial, or government benefits information;

Must ensure that any individual who has access to veterans' medical or financial information undergoes a background check prior to having access to that information. The background check must be conducted by a reputable source and include identity verification and a criminal records check.

(c) (1) A violation of the provisions of this section constitutes an unfair, false, misleading, or deceptive act or practice in the conduct of trade or commerce under **[Insert STATE Consumer Protection Law Reference]**.

(2) Civil penalties will be in an amount ordered by the District Court in an action brought by the **STATE** Attorney General.

(3) Each day a violation continues is a separate violation.

(IF APPLICABLE AND IF SUCH FUND EXISTS) (4) Any civil penalty collected will be deposited in the **STATE** Veterans Trust Fund.

(5) Nothing in this section is to be construed as applying to, limiting, or expanding the requirements imposed on agents, attorneys, or other representatives accredited by the United States Department of Veterans Affairs and regulated by that agency. .

Safeguarding American Veteran Empowerment (SAVE Act) – Supporting Commonsense Veteran Protections in the States

Veteran-owned-and-operated ethical, expert, and transparent companies, the National Association for Veteran Rights (NAVR), and dozens of public policy groups, non-profits, VSOs, and Labor Unions, are working to reform the federal accreditation process (HR 1822, *Preserving Lawful Utilization of Services for Veterans – or PLUS Act*) led by three-star General Rep. Bergman (R-MI) and Rep. Correa (D- CA) and S. 1875 by Sen. Kennedy (R-LA). However those reforms are currently stalled, which is why we need common-sense consumer protections for Veterans in the states. This is why the SAVE Act is needed.

On the state-level, while Congress is deliberating this measure, this industry is self-regulating in the states to pass the SAVE Act to: protect veterans from bad actors; ensure any fees are contingent on a successful outcome; fees are a one-time only fee that is reasonable; mandates disclosure of free services to veterans; eliminates the following – overseas call centers, having doctors on payroll, directly soliciting the veteran, and advertising a guaranteed increase.

- **Louisiana SAVE ACT IS NOW LAW (called PLUS Act at the time)**
- **Arizona, Kentucky, Hawaii, Georgia** have also **PASSED** in one chamber this year and will be taken up in 2025.
- **Michigan, and Ohio** the **SAVE ACT PENDING INTRODUCTION** this year.

Why the SAVE Act?

- This is a simple, straight-forward, no nonsense bill that installs consumer protections in the states for veterans while politicians in Washington, DC are failing to act.
- Currently veterans can try to get their VA disability just like people file their taxes – they can do it themselves, they can use a free service, or they can hire experts to help them.
- The VA system is hard, adversarial, and broken – even the best state systems are over-worked.
- Despite the free options here from Veteran Service Organizations (VSOs) and state-run taxpayer-funded veteran service support, thousands of veterans still choose to seek private paid expert help for their disability rating. That is their choice that should be preserved and protected, and most of the private companies, if not all, are veteran-owned-and-operated.
- However, like all industries, there are good and bad actors. And the answer isn't to just shut down this entire sector – that would be denying veterans freedom and choice to pursue their claim how they wish.
- The answer is to put into place common sense guidelines these businesses must follow. That is exactly what the state SAVE Act does.

This bill implements the following protections for veterans in the states:

- Prohibits initial up-front fees.
- Mandates all fees are contingent on a successful outcome.
- Implements a fee cap supported by the industry trade association.
- Prohibits direct solicitation of the veteran, promising or guaranteeing an increase, using overseas call centers, and from having access to the veteran's personal private financial information.
- Mandates you must disclose to the veteran there are free options available and get their consent in writing.
- Mandates HIPAA compliant servers.
- Prohibits taking on a veteran in their first 365-days of discharge.
- Adds civil and criminal penalties to anyone who violates these rules.

The SAVE Act protects veteran choice while at the same time providing non-controversial common-sense guardrails to prevent companies from taking advantage of veterans. If anyone is opposed to veteran protections, you must ask why?

This bill is supported by everyone from Grover Norquist to the Teamsters and dozens of other organizations – list attached.

GUARD Act-style Bills in the States – denies veteran's rights, eliminates the free market, limits options

The opponents of the free market are pushing bills in the states that mirror the failed federal GUARD Act, by Rep. Pappas (D-NJ), which has not received so much as a mark-up in 5+ years, to keep veterans trapped in a broken appeals system where attorneys are able to collect up to 33.3% of the **entire back-pay** going back multiple years resulting in the veteran waiting and the attorneys collecting tens if not hundreds of thousands of dollars.

- Everywhere they have tried to limit veteran options, they have failed to move GUARD style bills forward except in Maine who is now being sued by veterans in Maine and Veterans Guardian because denying a veteran the right to choose how they pursue their claim is a violation of their first Amendment right to petition their government for an address of grievance and their freedom of speech.
- These bills have been **DEFEATED, TABLED, OR HELD IN COMMITTEE** in the following states: **Arizona, California, Florida, Georgia (SAVE passed Senate 52-1 and held in the House to an informal working group), Hawaii, Kansas, Kentucky, Louisiana, Maryland, Mississippi, Missouri, Nebraska, Rhode Island, South Dakota, Virginia (GUARD voted down 8-7 in Committee & turned into a “work group”), Washington, West Virginia, and Wyoming.**

The state GUARD Act does the following to deny veteran choice, limit options, and eliminate the free market:

- It makes it illegal for a veteran to hire an expert to help them with their initial claim, limits their options, keeps them trapped in a broken system, and is unconstitutional.
- Forces the veteran to only use a free accredited representative on the initial claim or a paid attorney on the appeal who will take up to 33.3% of their entire backpay!
- Meddles in federal accreditation matters by hiding behind a false narrative of “if private companies get accredited by the VA then they will allowed.” False – private companies who charge a contingent only fee for the success of an initial claim CAN NOT BECOME FEDERALLY ACCREDITED under current rules. We are working to change that in Congress with the federal PLUS Act – until then, the state SAVE Act is needed.
- Congress is stalled, so opponents have taken to states to try and deny veterans rights and make it illegal for them to hire expert help for the initial claim.
- It is un-American, and un-Constitutional and insulting to the veterans, and other states aren’t buying their false narrative either as evident in the list above.

Possible questions.

These companies can or should be accredited.

I agree. They agree. But right now, they cannot become accredited on the federal level. Accredited individuals must do the initial claim for free – like the VSOs. The problem is, they don’t always get it right. And when they fail, the veteran can only then hire an expert, an attorney, who will take years and years on the appeal, and then collect up to 33.3% of the **entire backpay** the veteran gets. That is not right. They need to have the choice, with safeguards, to hire expert help on the front end.

That is why they are working with the federal Congress and others to reform the federal accreditation process which will allow the to become accredited. But until that happens, we need to protect Louisiana veterans from bad actors – my bill does just that.

I read these companies are operating illegally / already violating federal law?

That is 100% false. Federal law, 38 USC Sec. 5901 specifically says “no individual may act as an agent or attorney in the preparation, presentation, or prosecution of any claim under laws administered by the Secretary unless such individual has been recognized for such purposes by the Secretary” (U.S. Code Title 38 PART IV CHAPTER 59 § 5901 – verbatim). These companies do not complete a VA Form 22-21 to become their official agent of record, they do not present before the VA or prosecute before the VA. They also never become their power of attorney or have attorneys on staff or offer legal advice. The federal court in the Middle District of NC recently dismissed the false claim that Veterans Guardian is acting as attorneys.

They also cannot be accredited currently (see above). They help a veteran prepare their claim. There is nothing remotely illegal about hiring someone to help you prepare to navigate the complicated federal government and to prohibit this, as the GUARD Act does, is un-Constitutional. See attached for more information.

What about the GUARD-style bills are bad?

This bill has zero protections for veterans. All it does is shut down the whole private expert claims help industry. Denies veterans choice – forces them to only use the free services OR PAY for appeals attorneys. This is model after a bill by federal House member Chris Pappas from New Hampshire that has never received a mark-up in 5 years in US Congress. It is a bad bill, bad for veteran choice, and bad for veterans.

Why should veterans ever have to pay for these services when the VFW does it for free?

Free doesn't equal better. But make no mistake, no veteran ever **HAS** to pay...this is just a choice, an option. Why should a veteran pay for H&R Block to help with their taxes? Because they choose to.

Center-Right Organizations SUPPORTING SAVE Act

Grover Norquist, President
Americans for Tax Reform

George Landrith, President
Frontiers of Freedom

Richard Manning, President
Americans for Limited Government

Charles Sauer, Founder & President
Market Institute

David Williams, President
Taxpayers Protection Alliance

Seton Motley, Founder & President
Less Government

James L. Martin,
Founder/Chairman
60 Plus Association

Andrew Langer, President
Institute for Liberty

Chuck Muth, President
Citizen Outreach

Saulius "Saul" Anuzis,
President
60 Plus Association

David Wallace, Founder
Restore America's Mission

Judson Phillips, Founder
Tea Party Nation

Ryan Ellis, President
Center for a Free Economy

Governor Mike Huckabee,
Former Governor of Arkansas

C. Preston Noell III,
President
Tradition, Family, Property, Inc.

Gerard Scimeca, Chairman
Consumer Action for a Strong Economy

Nicholas Willis, President
Americans for Liberty & Security

Susan Taylor, President
Strengthening America for All

John Cooper, President
Defending America Foundation

Scott Vanatter, President
The Last Best Hope on Earth Institute

Mark Thomas, Founder
Freedom & Prosperity Caucus

Paul Caprio, Director
Patriotic Veterans

Steve Moore, Co-Founder
Committee to Unleash Prosperity

Horace Cooper, Director
Project 21

Phil Kerpen, President
American Commitment

James Taylor, President
Heartland Institute

Morton Blackwell, President
The Leadership Institute

The Honorable George K Rasley Jr, Managing Editor
ConservativeHQ.com

Elaine Donnelly, President
Center for Military Readiness

Karen Kerrigan, President & CEO
Small Business & Entrepreneurship Council

Martha Boneta, President
Vote America First

Becky Norton Dunlop,
Director
Reagan Alumni Association

Bob Carlstrom, President
AMAC Action

Ed Martin, President
Phyllis Schlafly Eagles

Mario H. Lopez, President
Hispanic Leadership Fund

Dee Stewart, President
Americans for a Balanced Budget

VSOs & Military Groups Supporting SAVE Act

AFG Free
Flanders Fields
Freedom Bird Foundation
Heart of an Ace
Joint Operation North Star
NMRG Rescue Project
Operation 620
Operation Recovery
Ops Sacred Promise
Project Exodus Relief
React DC
Rule 20
Special Operations Association of America
Task Force Argo
Task Force Pineapple
The Independence Fund
The Lifeline Foundation
The Moral Compass Federation
The Veteran's Education Project
Ukraine NGO Coordination Network

THE VA ADMITS SYSTEM IS BROKEN



THE VA ACKNOWLEDGES A FLAWED SYSTEM THAT FAILS TO ADEQUATELY SUPPORT VETERANS, INSTEAD FAVORING A SELECT FEW LAW FIRMS THAT PROFIT SUBSTANTIALLY WHILE VETERANS THEMSELVES SEE MINIMAL BENEFITS.

Under Oath and on the Record
November, 29th, 2023

"The whole truth is that over 92% of the board's 100,000 decisions each year are not even appealed to the court. When court judges do rule on the merits, they overwhelmingly affirm board decisions, an average of 500 performances each year versus only one to two dozen reversals. Unfortunately, 78% of the appeals filed at the court each year get remanded without ever being seen by a court judge.

These remands operate like legal settlements between the attorneys and most often require a board decision to be re-adjudicated with more explanation for why something could not be granted. The courts clerk annually approved 6,500 to 7,300 attorney fee requests each year, almost all for remanded cases.

THIS GENERATES \$45 TO \$50 MILLION IN ATTORNEYS' FEES EACH YEAR, WITH THE MAJORITY GOING TO A SMALL NUMBER OF BOUTIQUE LAW FIRMS WITH RELATIVELY FEW VETERANS RECEIVING ANY INCREASE IN THEIR MONTHLY COMPENSATION."

Kenneth A. Arnold
Acting Chairman, Board of Veterans' Appeals

HR 1139 GUARD Act

- ➔ Denies Veteran Claims Choice
- ➔ Maintains Broken Status Quo
- ➔ Incentivizes Lengthy Appeals Process
- ➔ No Protections for Veterans

HR 1822 PLUS Act

- ➔ Preserves Veteran Choice
- ➔ Increases Accredited Agents
- ➔ Expanded Options for Veterans
- ➔ VA Oversight & Protections

HR 1822, PLUS Act, is supported by 20 non-profits and VSOs, and 30 think tanks & policy organizations.
For more information visit www.vetsknowthefacts.com

No. 24-1097

IN THE UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

VETERANS GUARDIAN VA CLAIM CONSULTING; JOHN F.
RUDMAN; ANDREW JESUS SOTO,

Appellants,

v.

MATTHEW J. PLATKIN, IN HIS OFFICIAL CAPACITY AS ATTORNEY
GENERAL OF NEW JERSEY,

Appellee.

On Appeal from the United States District Court
for the District of New Jersey, No. 3:23-cv-20660

REPLY BRIEF OF PLAINTIFFS-APPELLANTS

Martine E. Cicconi
James E. Tysse
Caroline L. Wolverton
Kristen E. Loveland
AKIN GUMP STRAUSS
HAUER & FELD LLP
2001 K Street NW
Washington, DC 20006
202-887-4000
mcicconi@akingump.com

*Attorneys for Plaintiffs-Appellants Veterans Guardian VA Claim Consulting,
LLC, John F. Rudman, and Andrew Jesus Soto*

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INTRODUCTION

New Jersey’s response brief is a masterclass in misdirection. In arguing that S3292 does nothing more than allow the State to enforce federal prohibitions on unaccredited claims assistance, New Jersey misreads federal law. In contending that S3292 regulates conduct, not speech, the State points away from binding precedents and toward out-of-circuit decisions that have been abrogated by the Supreme Court or squarely conflict with the law of this Circuit. In claiming that S3292 does not trigger strict scrutiny, the State recharacterizes the law as a commonplace licensure requirement, dismissing precedent establishing that a law that targets speech on a particular topic is content based. And in defending against Colonel Rudman and Sergeant’s Soto’s petition and association claims, the State rests its argument on the counterfactual foundation that free assistance affords meaningful access to the VA’s claims process. Compounding those errors, New Jersey misstates the record in this case, making demonstrably inaccurate statements in support of its assertion that unaccredited entities generally—and Veterans Guardian specifically—cause harm sufficient to justify S3292’s abridgment of First Amendment rights.

Despite its efforts, New Jersey cannot escape the conclusion compelled by precedent: S3292 imposes a presumptively unconstitutional restriction on speech and infringes Colonel Rudman and Sergeant Soto’s right to petition the government

and to associate for that purpose. S3292 triggers strict scrutiny and fails that exacting standard, as well as the lesser intermediate scrutiny the State contends should apply.

Appellants are likely to succeed on the merits of their claims and have suffered irreparable harm on account of S3292 since its enactment. The public interest and balance of equities also weigh in their favor. This Court should reverse the decision below and direct the district court to enter a preliminary injunction.

ARGUMENT

I. APPELLANTS ARE LIKELY TO SUCCEED ON THE MERITS OF THEIR FIRST AMENDMENT CLAIMS

A. S3292, Not Federal Law, Bars Veterans Guardian's Business

1. *Veterans Guardian does not violate federal law*

New Jersey's brief has a common refrain: the State can bar Veterans Guardian from advising clients on their claims for benefits because the company's services are already illegal under federal law. But for all its focus on federal law, New Jersey has little regard for the language Congress used. With paraphrases and truncated quotations, New Jersey insists that "federal law prohibits unaccredited individuals from assisting with the preparation of VA benefits claims," N.J. Br. 5, and "requires accreditation before an individual can receive payment for professional services involving VA claims," *id.* n.3. New Jersey is wrong.

a. As the Opening Brief explained, federal law *does not* prohibit unaccredited entities from advising veterans on their claims, nor does it prohibit

charging for those services. Rather, the restrictions articulated in federal law are limited to those who act as “agents” or “attorneys.” The foundational rule states that “no individual may act *as an agent or attorney* in the preparation, presentation, or prosecution of any claim under laws administered by the [VA] unless such individual has been recognized for such purposes by the Secretary.” 38 U.S.C. § 5901(a) (emphasis added). The section governing fees includes an identical limitation: “[A] fee may not be charged, allowed, or paid *for services of agents and attorneys* with respect to services provided before the date on which a claimant is provided notice of the agency of original jurisdiction’s initial decision[.]” *Id.* § 5904(c)(1) (emphasis added); *see also, e.g.*, 38 C.F.R. § 14.629(b)(1) (“No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless . . . accredited by VA[.]”); *id.* § 14.636(a) (rule restricting fees “appl[ies] to the services of accredited agents and attorneys”).

Although federal law *today* includes no prohibition on unaccredited entities charging fees, that was not always the case. In a prior iteration, 38 U.S.C. § 5905 imposed criminal prohibitions on anyone who “solicit[ed], contract[ed] for, charge[d], or receive[d] . . . [a] fee or compensation except as provided in section[] 5904[.]” 38 U.S.C. § 5905 (1991). As it does today, section 5904 authorized agents and attorneys to charge fees after a certain stage in proceedings, but not before. *See id.* § 5904(c)(1) (1998). Read together, those provisions operated exactly as New

Jersey says federal law does today: they allowed accredited agents and attorneys to collect fees for certain services, and barred everyone else from charging for claims assistance, regardless of the type of service provided and the stage it was performed.

That is no longer the law. In 2006, Congress repealed the part of section 5905 that barred compensation for claims assistance outside of section 5904. *See* Pub. L. 109-461, § 101(g), 120 Stat. 3408 (2006). Post-amendment, federal law includes no broad prohibition on unaccredited individuals and entities charging fees—it only bars them from acting “as an agent or attorney.” 38 U.S.C. § 5901(a).

Veterans Guardian does not contravene that provision. The company “does not file claims . . . with the VA,” JA117, does not engage with the agency on its clients’ behalf, and does not otherwise represent veterans. Rather, Veterans Guardian limits its activities to identifying grounds for disability benefits, helping clients gather medical documents, and ensuring that forms filed with the VA are complete and correct. JA133 ¶¶ 7-8. Accordingly, Veterans Guardian does not “act as an agent or attorney” in violation of federal law. 38 U.S.C. § 5901(a).

b. New Jersey has no answer to Appellants’ textual argument. When New Jersey finally addresses the “agent or attorney” qualifier, the State baldly asserts that Veterans Guardian’s consulting services make it an agent for its clients. N.J. Br. 26. Not so. Just as a friend who advises a homeowner on the selling price for his house does not become his real estate agent, a company that advises a veteran on how to

develop her claim for benefits, without ever holding itself out as her representative, does not become a claims “agent.” *See AT&T Co. v. Winback & Conserve Program, Inc.*, 42 F.3d 1421, 1434 (3d Cir. 1994) (“An agency relationship is created when one party consents to have another act *on its behalf*[.]” (emphasis added)).

Beyond its *ipse dixit*, New Jersey’s response boils down to the contention that Appellants must “misunderstand[] federal law” because the VA says so. N.J. Br. 27. But the statements New Jersey points to do not address the agent-or-attorney qualifier at all—rather, they reflect the VA’s view that advising a veteran on a claim constitutes “preparation” as that term is used in Chapter 59. *See, e.g.*, N.J. Br. 27 (“VA itself has repeatedly reaffirmed that the ‘preparation’ of a benefits claim includes ‘providing advice to veterans about the information needed to substantiate their claims’”). Accordingly, New Jersey’s reliance on the VA’s non-binding subregulatory guidance does nothing to counter Appellants’ textual argument. In any event, it goes without saying that an agency can misconstrue a statute it is charged with implementing.

c. Because Appellants’ interpretation of federal law “give[s] effect” to the words “agent” and “attorney,” it is superior to New Jersey’s reading, which elides those terms. *See Williams v. Taylor*, 529 U.S. 362, 404 (2000) (“[C]ourts must give effect, if possible, to every clause and word of a statute.” (citations omitted)). But even if it were not the better reading, Appellants’ interpretation is, at minimum,

“fairly possible.” *Nielsen v. Preap*, 586 U.S. 392, 418-419 (2019). If understood to bar Veterans Guardian’s business, federal law would raise the same First Amendment concerns as S3292. The constitutional-avoidance canon thus compels rejection of the State’s construction in favor of Appellants’, which creates no “serious doubt” as to the constitutionality of the federal scheme. *Id.* at 418.

2. *S3292 does not align with federal law*

S3292 erases the distinction federal law draws between those who “act as agent[s] or attorney[s]” and those who do not. Rather than impose a restriction on *representing* veterans, S3292 erects a comprehensive barrier blocking anyone not singled out by the VA for accreditation from being paid for assisting with claims. Section 1.a(1) of S3292 provides: “no person shall receive compensation for advising or assisting any individual with regard to any veterans benefits matter, except as permitted under federal law.” P.L. 2023, ch. 150, § 1.a(1). And section 1.a(4) prohibits “receiv[ing] . . . compensation for any services rendered before the date on which a notice of disagreement is filed with respect to the individual’s case.” *Id.* § 1.a(4).

Appellants have been clear since the outset of this case that they challenge each provision of S3292 that prohibits Veterans Guardian from doing business in New Jersey, including section 1.a(4). *See, e.g.*, JA36 ¶¶22; JA75; *But see* N.J. Br. 44 (referring to Appellants’ references to section 1.a(4) as “brief” and “conclusory”).

As the Opening Brief explained (at 48-49), Veterans Guardian focuses on initial claims—*i.e.*, not proceedings following a notice of disagreement—and for that reason cannot receive compensation under section 1.a(4). Indeed, if New Jersey had limited S3292 to section 1.a(1), requiring only compliance with federal law, the provision could be (and, under the constitutional-avoidance canon, *should be*) read not to prohibit Veterans Guardian’s activities. But the inclusion of section 1.a(4) makes it impossible to regard S3292 as doing anything short of barring Veterans Guardian’s business. And because federal law *does not* preclude Veterans Guardian from charging fees in connection with advice on initial claims, S3292 imposes restrictions that exceed federal limits.¹

B. S3292 Is a Content-Based Restriction on Speech

The Opening Brief explained (at 26-32) that S3292 imposes a content-based restriction on all Appellants’ right to speak and Colonel Rudman and Sergeant’s Soto’s right to receive information. The State’s response is faithful neither to the law it defends nor the precedent that governs speech claims.

¹ Except for New York and Maine, the state laws described by *amici* do not prohibit compensated services prior to a notice of disagreement and thus can be read not to bar Veterans Guardian’s activities. *See* Brief of States as *Amicus Curiae* at 10-13 (citing WASH. REV. STAT. 19.335.020; IOWA CODE § 546.B; 815 ILL. COMP. STAT. 505/2YYY). As described *infra*, Louisiana expressly *allows* unaccredited entities to charge for services in connection with initial claims. *See id.* at 13 (citing S.B. 159, 2024 Reg. Sess. (LA 2024)).

1. *S3292 regulates speech, not conduct*

a. Ten years ago, this Court opined on the distinction between speech and conduct. In *King v. Governor of New Jersey*, 767 F.3d 216 (3d Cir. 2014), the Court observed that it was not aware of “any authority from the Supreme Court or this circuit that [had] characterized verbal or written communications as ‘conduct’ based on the functions these communications serve.” *Id.* at 225. “Indeed,” this Court noted, “the Supreme Court rejected this very proposition in *Holder v. Humanitarian Law Project*, 561 U.S. 1 (2010),” where it “concluded that . . . the provision of legal training and advice[] was speech.” *Id.* “It reached this conclusion based on the straightforward observation that plaintiffs’ proposed activity consisted of communicating a message.” *Id.* (quotation marks omitted). “What the Supreme Court did *not* do,” this Court observed, “was reclassify this communication as ‘conduct’ based on the nature or function of what was communicated.” *Id.* Moreover, “the enterprise of labeling certain verbal or written communications ‘speech’ and others ‘conduct’ is unprincipled and susceptible to manipulation.” *Id.* at 228. “Simply put,” this Court concluded, “speech is speech and it must be analyzed as such for purposes of the First Amendment.” *Id.* at 228-229.

New Jersey all but ignores that critical analysis. In its single-paragraph discussion of *King* and *Humanitarian Law Project*, New Jersey contends that those binding precedents have no bearing on this case because S3292 simply “requir[es]

service providers to obtain accreditation.” N.J. Br. 25. “[T]he corollary [to *Humanitarian Law Project* and *King*],” the State contends, “would be if New Jersey had prohibited any paid VA claims assistance based on the particular messages or methods used[.]” *Id.*

That response is doubly flawed. For one thing, S3292 does not “requir[e] service providers to obtain accreditation”—it imposes restrictions on unaccredited entities that exceed federal law, and offers no state-specific path to overcome those restrictions. Beyond that, New Jersey’s response conflates the conduct/speech distinction with the question whether a restriction is content based. In *Humanitarian Law Project* and *King*, the courts determined that the prohibited activities—“training and advice” in the former and “counseling” in the latter—constituted speech. Only then did the courts go on to find that the laws “regulated speech on the basis of content” because whether the challengers could engage with their clients ““depend[ed] on what they sa[id].”” *King*, 767 F.3d at 225 (quoting *Humanitarian Law Project*, 561 U.S. at 27); *id.* at 236 n.20. New Jersey attempts to sidestep the courts’ first holding by focusing on the second, *see* N.J. Br. 25, but binding precedent is not so easily evaded. Like the plaintiffs in *Humanitarian Law Project* and *King*, Veterans Guardian “want[s] to” “counsel[.],” “train[,] and advi[se]” its clients. *King*,

767 F.3d at 226.² Under those precedents, a law that bars those activities regulates speech, not conduct.

b. Given that its argument is in the teeth of *King*, it is not surprising that New Jersey builds its conduct-not-speech position on decisions from outside the Third Circuit. The State's cases are inapposite, however, because they concern professional licensure regimes that are unlike S3292. Regardless, the State's out-of-circuit authority serves only to show why its argument is foreclosed in this Court.

Several of the cases New Jersey highlights have been abrogated. Those cases relied on concurring opinions suggesting that “professional speech”—*i.e.*, speech made when “exercis[ing] judgment on behalf of the client”—is afforded diminished First Amendment protection. *Lowe v. SEC*, 472 U.S. 181, 232 (1985) (White, J., concurring); *see also Thomas v. Collins*, 323 U.S. 516, 545 (1945) (Jackson, J., concurring). *See* N.J. Br. 21-22 (citing *Young v. Ricketts*, 825 F.3d 487 (8th Cir. 2016) (quoting *Lowe*); *Locke v. Shore*, 634 F.3d 1185 (11th Cir. 2011) (same); *Liberty Coins, LLC v. Goodman*, 748 F.3d 682 (6th Cir. 2014) (quoting *Thomas*)).

² While the State's late-breaking recognition (at 23) that it cannot infringe speech “under the guise of compensation prohibitions” is welcomed, its suggestion that the district court did not so hold is incorrect. *See, e.g.*, JA14 (“[S3292's] primary purpose is to prevent unaccredited agents from *charging fees* for unaccredited services”); JA16 (law is content neutral because Appellants “may continue to advise . . . clients *so long as they do not charge a fee*”).

This Court engaged in a parallel analysis in *King*. After finding that the challenged law regulated speech, the Court analyzed the *Lowe* and *Thomas* concurrences, noting that the Fourth and Ninth Circuits had “read these opinions to establish special rules for the regulation of speech that occurs pursuant to the practice of a licensed profession.” 767 F.3d at 231 (citing *Moore-King v. Cnty. of Chesterfield*, 708 F.3d 560, 568-570 (4th Cir. 2013); *Pickup v. Brown*, 740 F.3d 1208, 1227-1229 (9th Cir. 2014)). Finding “the reasoning in th[ose] cases to be informative,” this Court agreed that “a licensed professional does not enjoy the full protection of the First Amendment when speaking as part of the practice of her profession.” *Id.* at 232.

The Supreme Court rejected that conclusion in *National Institute of Family and Life Advocates v. Becerra (NIFLA)*, 585 U.S. 755 (2018). Expressly abrogating *King*, *Moore-King*, and *Pickup*, the Court observed that it had “not recognized ‘professional speech’ as a separate category of speech” and admonished that “[s]peech is not unprotected merely because it is uttered by ‘professionals.’” *NIFLA*, 585 U.S. at 767. Under *NIFLA*, then, decisions premised on the theory that professional speech is entitled to lesser First Amendment protection—including *Young*, *Locke*, and *Liberty Coins*—are no longer good law.

Although not all of the cases New Jersey cites pre-dated *NIFLA*, those that followed the Supreme Court’s decision are no more helpful to the State. In *Del*

Castillo v. Florida Department of Health, 26 F.4th 1214 (11th Cir. 2022), the court acknowledged that *Locke*'s professional-speech holding was "rejected by the Supreme Court," *id.* at 1223, but determined that it was bound by *Locke*'s additional, unabrogated holding that a law restricting unlicensed professionals from "talking to . . . clients" regulated conduct and only incidentally burdened speech, *id.* at 1226.

That analysis underscores why this Court must find that S3292 infringes speech. *King*'s holding on the conduct/speech distinction, although opposite from *Locke*'s, has likewise not been abrogated. *See Flora v. Cnty. of Luzerne*, 776 F.3d 169, 189 n.14 (3d Cir. 2015) ("[O]ur precedent holds that verbal and written communications do not become conduct, rather than speech, merely because they happen to serve a certain function[.]" (citing *King*, 776 F.3d at 225)). This Court is bound by that unambiguous holding and therefore must recognize that the "advice," "training," and "counseling" Veterans Guardian wants to provide *is speech*. "That should be the end of the matter." N.J. Br. 27.

2. *Veterans Guardian's speech is not "unprotected"*

New Jersey contends that S3292 is "except[ed]" from First Amendment scrutiny because any speech it covers "is integral to unlawful conduct, namely, the violation of the federal regime[.]" N.J. Br. 25. That argument fails twice over.

First, as already discussed, the State is incorrect that federal law prohibits Veterans Guardian's business. But New Jersey's "unprotected speech" argument is

wrong for a second reason: If Veterans Guardian’s services are illegal under federal law, as the State contends, then *both* the federal and state laws infringe speech rights and *both* laws must survive First Amendment scrutiny. That the federal government passed a speech-infringing law first cannot immunize S3292 from constitutional scrutiny, particularly when New Jersey asserts that its law “merely enforces a separate federal regime.” N.J. Br. 27.

Consider the import of New Jersey’s argument. If the federal government enacted a plainly unconstitutional statute—say, a ban on protesting foreign-government actions near an embassy (*cf. Boos v. Barry*, 485 U.S. 312 (1988))—but did not enforce it, any state could pass the same law and enforce it against protesters, yet face no obligation to defend its constitutionality. No precedent remotely supports such a crabbed reading of First Amendment protections. The case New Jersey cites (at 26) stands for the uncontroversial proposition that a state may ban advertisements for indisputably unlawful behavior, where the prohibited acts have nothing to do with speech. *See Pittsburgh Press Co. v. Pittsburgh Comm’n on Human Rels.*, 413 U.S. 376 (1973). It does not support New Jersey’s remarkable claim that a state can evade First Amendment scrutiny by bootstrapping its own speech-infringing regime to an equally dubious federal one. *Cf. Greater Phila. Chamber of Com. v. City of Phila.*, 949 F.3d 116, 142 (3d Cir. 2020) (city could not “end-run . . . First

Amendment scrutiny by passing a speech restriction in conjunction with a law that made one use of the regulated speech illegal”).³

3. *S3292 is a content-based restriction*

The framework for determining whether a law is content based is simple. “A content-based regulation ‘target[s] speech based on its communicative content,’ restricting discussion of a subject matter or topic.” *Vidal v. Elster*, 602 U.S. 283, 292-93 (2024) (quoting *Reed v. Town of Gilbert*, 576 U.S. 155, 163 (2015)). S3292 fits that bill. The law prohibits Veterans Guardian from “receiv[ing] compensation for advising or assisting any individual with regard to any veterans benefits matter”—a term for which S3292 provides a specific definition. P.L. 2023, ch. 150, §§ 1.a(1), 1.d. And it prohibits compensation for “any services,” including advice, prior to a notice of disagreement—a term of art used in the veterans-benefits space. *Id.* § 1.a(4). “[O]n its face,” then, S3292 “applies to particular speech”—Veteran’s Guardian’s advice—“because of the topic discussed.” *Reed*, 576 U.S. at 163.

To avoid this straightforward conclusion, New Jersey reimagines S3292. The law, the State says, “ask[s] whether an individual engages in [a] profession” and sets

³ New Jersey’s suggestion (at 27-28) that Appellants have pled away their right to relief is baseless. Appellants do not challenge the federal scheme because it does not bar Veterans Guardian’s business. The State may disagree with that reading of federal law, but it cannot replace Appellants’ construction with its own and then claim victory because Appellants do not object to the federal scheme as the State (mis)construes it.

up a regime in which speech must be “examin[ed]” “to discern whether they are in fact doing so.” N.J. Br. 32. Relying on *Mazo v. Secretary of State*, 54 F.4th 124 (3d Cir. 2022), New Jersey argues that the necessary “examination of speech” does not discriminate based on content because it is merely ““in service of drawing [a] neutral’ line between those offering unaccredited assistance and those not.” N.J. Br. 33 (quoting *Mazo*, 54 F.4th at 149).

Whatever may be said of the regime New Jersey describes, it is not the regime created by S3292. The law does not “ask whether an individual engages in a profession” and thus necessitate a “neutral” review of speech. Rather, it restricts advice—*i.e.*, speech—on a discrete and defined topic—a “veterans benefits matter.” P.L. 2023, ch. 150, §§ 1.a(1), 1.d.

Separate and apart from its poor fit, New Jersey’s “neutral lines” analysis relies on precedent that is no longer viable. In *Mazo*, this Court found that a law prohibiting ballot slogans naming a specific person or entity was content neutral because “[t]he communicative content of the slogan—*i.e.*, whether the slogan names an individual or . . . incorporated association—only matters to determine whether the consent requirement applies at all.” 54 F.4th at 149. That reasoning is at odds with the Supreme Court’s weeks-old decision in *Vidal v. Elster*, 602 U.S. 286, which considered a prohibition on trademarks naming a specific person absent their consent. “Because trademarks containing names ‘are treated differently from [those]

conveying other types of ideas,” the Court opined, “the names clause is content based.” *Id.* at 295 (quoting *Reed*, 576 U.S. at 164).

Even if built on sturdier ground, the State’s slippery-slope argument would still fail. Having recharacterized S3292 as a commonplace licensure requirement, New Jersey complains that “on Appellants’ theory” every professional licensing requirement would face strict scrutiny. N.J. Br. 32. But *not one* of the laws it cites prohibits “advising and assisting” on a statutorily defined subject matter. *See id.* (citing N.J. STAT. ANN. §§ 2C:21-22, 45:14B-5, 45:15BB-4, 45:2D-8). Nor did the reciprocal bar admission rule in *National Association for the Advancement of Multijurisdiction Practice v. Castille*, 799 F.3d 216 (3d Cir. 2015), or the licensure requirement in *Brokamp v. James*, 66 F.4th 374 (2d Cir. 2023). *See id.* at 397 (“New York law does not condition its mental health licensing requirement on the topics or subject matters discussed. . . . All that matters is that the conversations be for one of the statutorily identified therapeutic purposes[.]”); *compare Camp Hill Borough Republican Ass’n v. Borough of Camp Hill*, 101 F.4th 266, 269 (3d Cir. 2024) (ordinance singling out defined category of signs was content based). Reaching the obvious conclusion that a law that targets speech on a discrete and defined topic is

content based hardly prejudices the analysis as applied to the types of industry-focused licensing schemes New Jersey identifies.⁴

There is also nothing “bizarre” or “unworkable,” N.J. Br. 32, about the conclusion that S3292 triggers strict scrutiny—that is simply the consequence of New Jersey having passed a content-based law. Indeed, it is the State’s argument that is “unworkable” because it cannot be reconciled with Supreme Court precedent. The import of New Jersey’s position is that a law that by its plain terms applies to speech on a defined topic avoids strict scrutiny so long as it does not “aim to suppress disfavored speech.” N.J. Br. 30. Put differently, only restrictions that discriminate based on *viewpoint*, not *content*, trigger strict scrutiny. That is, quite simply, not the law. *See Reed*, 576 U.S. at 166 (“strict scrutiny applies . . . when a law is content based on its face”); *see Free Speech Coal., Inc. v. Att’y Gen.*, 825 F.3d 149, 164 (3d Cir. 2016) (courts cannot “look to the purpose of a law that draws a content-based distinction on its face in determining what level of scrutiny to apply”).

4. *S3292 does not regulate commercial speech*

The state’s argument that S3292 targets commercial speech starts from the tortured premise that “[t]he only speech the statute plausibly regulates is VG

⁴ Appellants’ *amici* explain why New Jersey’s particular concern about “bar licensing requirements” (at 19) is unfounded. *See* Brief for Institute for Justice as *Amicus Curiae* at 18-23. In any event, S3292’s prohibition on paid speech about a defined *topic* is a far cry from requirements that apply to an entire *field*.

Consulting’s wish to charge money for providing claims assistance without obtaining accreditation.” N.J. Br. 35. That is patently false. The “speech” that S3292 “regulates” is not any “wish” on the part of Veterans Guardian—it is the advice the company provides. And that advice is not “a discussion of a ‘specific . . . service’ to be sold to a client,” *id.* (quoting *Greater Phila. Chamber*, 949 F.3d at 137), *it is the service itself*. Professional services are not commercial speech simply because they are sold for profit. *See Board of Trustees of SUNY v. Fox*, 492 U.S. 469, 482 (1987) (“tutoring, legal advice, and medical consultation provided (for a fee)” are “noncommercial speech” because “they do not consist of speech that proposes a commercial transaction”); *see also Argello v. City of Lincoln*, 143 F.3d 1152, 1153 (8th Cir. 1998) (“The speech itself, fortunetelling, is not commercial simply because someone pays for it. The speech . . . does not simply propose a commercial transaction. Rather, it *is* the transaction.”).

Despite dismissing as a “red herring” any suggestion that its defense of SB3292 turns on the fact that the law prohibits only *payment* for speech, N.J. Br. 23, New Jersey says exactly that in its commercial-speech argument. The State contends that, because S3292 “does not . . . apply when [claims] assistance is provided for free,” N.J. Br. 35, the law’s prohibition on *paid* assistance is afforded lesser First Amendment protection. As New Jersey would have it, a state can avoid strict scrutiny for content-based speech restrictions as long as it permits the speaker to

make the speech for free. Not only is that proposition unsupported, it is so far-fetched that New Jersey disavows it before later urging its adoption. *Compare* N.J. Br. 23, *with id.* at 35.

C. S3292 Infringes Colonel Rudman and Sergeant Soto’s Right to Petition and Associate

New Jersey does not deny that the First Amendment protects Colonel Rudman and Sergeant Soto’s right to petition the VA for disability benefits. *See* N.J. Br. 46. Yet the State contends that the veterans’ claims should not even be analyzed independently from the speech claims described above. *Id.*

New Jersey’s argument is both forfeited and wrong. Although New Jersey cited *Borough of Duryea v. Guarnieri*, 564 U.S. 379 (2011), in the district court, JA173, the State never contended that the case establishes that the veterans’ right-to-petition claims are co-extensive with their speech claims. *See Tri-M Grp., LLC v. Sharp*, 638 F.3d 406, 416 (3d Cir. 2011) (absent extraordinary circumstances, an argument not raised in district court is unreviewable). But the argument fails in any event because *Guarnieri* itself cautions courts “not [to] presume there is always an essential equivalence in the two Clauses or that Speech Clause precedents necessarily . . . resolve Petition Clause claims.” 564 U.S. at 388. The State does not even try to justify its conclusory assertion that the Petition Clause affords Colonel Rudman and Sergeant Soto no right to relief independent of the Speech Clause based on “the objectives and aspirations that underlie the right [to petition].” *Id.*

The remainder of the State’s response rests on the counterfactual premise that assistance for veterans is not “sorely lacking” given the availability of free services. N.J. Br. 49. Colonel Rudman and Sergeant Soto have provided declarations explaining in detail, and based on first-hand experience, why the State is wrong. JA129 ¶¶ 5-8; JA132-JA134 ¶¶ 3-11. New Jersey’s own authority shows why those statements undercut its argument. In *Walters v. National Association of Radiation Survivors*, 473 U.S. 305 (1985), the Supreme Court left open the possibility that “a First Amendment interest would attach . . . in the absence of a ‘meaningful’ alternative” for veterans to present their claims. *Id.* at 335. Colonel Rudman and Sergeant Soto allege exactly that. *See* JA129 ¶¶ 7-8; JA132-133 ¶¶ 3-8.

D. S3292 Cannot Withstand Heightened Scrutiny

1. New Jersey does not argue that S3292 survives strict scrutiny

Like in district court, New Jersey makes no meaningful effort to defend S3292 under strict scrutiny and thus waives any such argument. *See John Wyeth & Bro., Ltd. v. CIGNA Int’l Corp.*, 119 F.3d 1070, 1076 n.6 (3d Cir. 1997) (“[A]rguments raised in passing (such as, in a footnote), but not squarely argued, are considered waived.”). Nonetheless, the State invites this Court to remand for the district court to determine in the first instance whether S3292 is “narrowly tailored to serve compelling state interests.” *Reed*, 576 U.S. at 163. The Court should decline that invitation. New Jersey has had ample opportunity to defend its law under the correct

legal standard and has elected not to. *Compare Free Speech Coal.*, 825 F.3d at 164 (remanding for strict scrutiny analysis in light of intervening precedent). That deliberate choice should not be rewarded with a second bite at the apple.

2. *S3292 fails intermediate scrutiny*

The argument is academic, however, because S3292 cannot survive even intermediate scrutiny, whether under *O’Brien* or *Central Hudson*. See N.J. Br. 35. Both articulations of the standard require the government to demonstrate that a challenged law furthers an important or substantial government interest and is no broader than necessary to advance that interest. See *United States v. O’Brien*, 391 U.S. 367, 377 (1968); *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm’n of N.Y.*, 447 U.S. 557, 566 (1980). New Jersey can show neither.⁵

a. It is not enough to articulate an “important or substantial” interest that is valid in the abstract. Rather, the government must show that “the harms it recites are real and that its restriction will in fact alleviate each of them to a material degree.” *Greater Phila. Chamber of Com.*, 949 F.3d at 142 (citation omitted). New Jersey claims that Appellants “misunderstand[] both the law and the record” in arguing that the State’s justifications are insufficient. N.J. Br. 37. But it is New Jersey that is mistaken—and glaringly so.

⁵ The advice Veterans Guardian provides is not unlawful or misleading for the reasons already explained. See *Central Hudson*, 447 U.S. at 566.

First, New Jersey misstates the record. Citing FTC testimony, New Jersey says that, in 2022, the agency “received over 195,000 complaints from veterans regarding fraud and illegal business practices.” N.J. Br. 37 (citing JA217). In the next breath, the State asserts that “[t]he harms are plainly linked to accreditation” because “between 2018 and 2022, approximately 40% of veterans’ VA-related complaints were filed against unaccredited” individuals and entities. *Id.* New Jersey cites the same page of the record in support of that assertion, leaving the impression that the “40%” figure is related to the 195,000 FTC complaints.

It is not. The FTC testimony itself makes clear that the multitude of complaints referenced have nothing to do with benefits claims or unaccredited assistance. *See* JA217 (listing “[t]he top complaint categories” and excluding those subjects). And contra the State’s citation, the reference to “40% of veterans’ VA-related complaints” appears nowhere in the FTC testimony, let alone on the same page as the 195,000 figure.⁶ That percentage comes from a different exhibit altogether—testimony on the VA’s Accreditation, Discipline, & Fees (ADF) Program. JA235.

Although the record does not provide the total number of complaints the ADF Program received, other publicly available sources show that, from 2017 through

⁶ Elsewhere in its brief, New Jersey cites the same FTC testimony to support its claim that “benefits consultants’ and similar businesses . . . defrauded veterans of over \$414 million.” N.J. Br. 8 (citing JA217). The FTC testimony does not use the term “benefits consultants” and does not say that such businesses defrauded veterans out of millions of dollars.

2021, the program received 288 complaints *in total*.⁷ Of those, 108 were against unaccredited entities. Not only is that number vanishingly small, it is exceeded by the number of complaints against *accredited* entities.⁸ The State’s assertion notwithstanding, roughly two dozen complaints each year *nationwide* (perhaps one every two to three years in New Jersey), coupled with a conclusory affidavit, do not constitute “extensive record evidence of harm to veterans from unaccredited entities.” N.J. Br. 38; *see id.* at 37 (citing JA529-530).

Nor is New Jersey’s alleged interest supported by “consensus,” “history,” or “common sense.” N.J. Br. 38. No consensus exists because neither Congress nor a substantial number of states bars the services Veterans Guardian provides. *See supra* at 8-9 & n.1; *compare Burson v. Freeman*, 504 U.S. 191, 206 (1992) (finding consensus where “[a]ll 50 States, together with numerous other Western democracies, settled on the same solution”). New Jersey’s recitation (at 45-46) of cases upholding fee caps does not show that “history” is on its side either. S3292 is unlike the laws addressed in those cases because it does not *limit* the fees

⁷ *See Hearing on the VA Accreditation, Discipline and Fees Program Before the H. Subcomms. on Disability Assistance and Memorial Affairs and Oversight and Investigations of the Committee on Veterans Affairs*, 117th Cong. 6 (2022) (Statement of Ricard J. Hipolit, Deputy Gen. Counsel for Veterans Programs), <https://shorturl.at/1LOxj>.

⁸ *See id.* (“[T]here were 108 of these complaints as compared to 180 complaints against accredited individuals.”).

unaccredited entities may charge; it prohibits them entirely. Whatever the landscape might have looked like before 2006, federal law today does not bar unaccredited entities from charging for advice and consultation. *See supra* 5-6. Surely the fact that Congress once imposed a broader prohibition cannot save a state law that revives a now-defunct federal bar.

New Jersey identifies no case upholding a speech restriction based purely on “common sense” and this should not be the first to do so. If the State itself cannot keep straight the extent of the harm it purports to address, the need to do so at the expense of protected speech can hardly be described as “common sense.”

b. S3292 also sweeps too broadly to pass heightened scrutiny. Here again, New Jersey relies on the misguided assertion that S3292 mirrors federal law. Even if that were correct, alignment with federal law is not enough—New Jersey must justify its state-specific speech restriction on its own merit rather than its relationship to the federal scheme.

To the extent New Jersey attempts to do so, its efforts fall far short. The State’s bald assertion (at 40) that it would be unable to address “predatory or substandard services” without barring unaccredited claims assistance does not wash. If New Jersey wished to address bad conduct, it had “ample alternatives” to do so. *Id.* Just last month, Louisiana passed a law that imposes restrictions—including fee caps, reporting requirements, and mandated disclosures—on companies that receive

compensation for “advising, assisting, or consulting” veterans. La. R.S. 51:1401, Act No. 479 (2024 Reg. Sess.). Louisiana’s law shows that a state can impose safeguards in the unregulated space in which Veterans Guardian operates without prohibiting its services and abridging protected speech.

Such measured regulations are exactly what the Constitution requires. “[I]n the area of free expression,” “[b]road prophylactic rules . . . are suspect.” *Village of Schaumburg v. Citizens for a Better Env’t*, 444 U.S. 620, 637 (1980) (quotation marks omitted). The State may not “lump” responsible actors with those that are less scrupulous and “refuse to employ more precise measures to separate one kind from the other.” *Id.* Nor can the State baselessly “label [Veterans Guardian] fraudulent” and bar its activities. *Id.* The fact is that Veterans Guardian engages in none of the “predatory” or “substandard” conduct the State claims justifies S3292, and as a result the law *is* “broader than necessary” to address the purported harm. *Contra* JA18; N.J. Br. 14.⁹ In seeking injunctive relief, Appellants are not asking for an “exception” from the law based on responsible conduct (*see* N.J. Br. 41)—they are asking that the First Amendment’s bulwark against government overreach be respected.

⁹ The VA letter and civil complaints New Jersey cites (at 9, 41) are grounded in those parties’ disagreement with Veterans Guardian’s reading of federal law. Although the State cherry-picks from the complaints to suggest Veterans Guardian behaves irresponsibly, those allegations are unproven and untrue. *See* Declaration of William C. Taylor, *Patterson v. Veterans Guardian VA Claim Consulting, LLC*, No. 23-cv-00762 (M.D.N.C. May 22, 2024), ECF No. 35 (explaining that plaintiff was not charged for a benefits increase she obtained on her own).

II. THE OTHER PRELIMINARY INJUNCTION FACTORS WEIGH IN APPELLANTS' FAVOR

Because of S3292, Veterans Guardian stopped serving New Jersey veterans ten months ago, and Colonel Rudman and Sergeant Soto have been unable to obtain the company's assistance in petitioning the VA ever since. "The loss of [those] First Amendment freedoms . . . unquestionably constitutes irreparable injury." *Elrod v. Burns*, 427 U.S. 347, 373 (1976).

The State's half-hearted effort (at 51) to undermine *Elrod's* "oft-quoted" axiom fails. New Jersey's own authority makes clear that the "purposeful unconstitutional [government] suppression of speech . . . constitutes irreparable harm," *Hohe v. Casey*, 868 F.2d 69, 73 (3d Cir. 1989), and that is precisely what S3292 accomplishes. The State's reliance on a four-decades old state decision distinguishing commercial speech (*Matter of Felmeister*, 471 A.2d 775 (N.J. 1984)) gets it no further because that is not the type of speech the law regulates. Nor is Appellants' constitutional or economic harm "speculative." N.J. Br. 51-52. As Appellants have explained, Veterans Guardian operates legally under federal law and would do so in New Jersey but for S3292.

The public interest and balance of equities also weigh in Appellants' favor. "[E]nforcement of an unconstitutional law vindicates no public interest." *Schrader v. District Att'y of York Cnty.*, 74 F.4th 120, 128 (3d Cir. 2023) (citation omitted). And while the State's intention to protect veterans is laudable, S3292 undermines,

rather than furthers, that goal. It exceeds the restrictions in federal law and deprives veterans, including Colonel Rudman and Sergeant Soto, of assistance that offers them the best—and possibly only—opportunity to secure the benefits they are owed for their honorable service to the nation.

Analysis of the preliminary-injunction factors in this case “support[s] only one conclusion,” *Kos Pharms., Inc. v. Andrx Corp.*, 369 F.3d 700, 712 (3d Cir. 2004)—Appellants are entitled to relief. Accordingly, this Court “need not remand” and should instead “direct[] the entry of a preliminary injunction.” *Id.* (citation omitted).

CONCLUSION

This Court should reverse the district court’s decision and direct the entry of a preliminary injunction against enforcement of SB 3292.

Respectfully submitted,

s/Martine E. Cicconi

Martine E. Cicconi

James E. Tysse

Caroline L. Wolverton

Kristen E. Loveland

AKIN GUMP STRAUSS

HAUER & FELD LLP

2001 K Street NW

Washington, DC 20006

202-887-4000

mcicconi@akingump.com

*Attorneys for Plaintiffs-Appellants Veterans Guardian VA Claim Consulting,
LLC, John F. Rudman, and Andrew Jesus Soto*

June 28, 2024

CERTIFICATE OF COMPLIANCE

The foregoing brief is in 14-point Times New Roman proportional font and contains 6,500 words, and thus complies with the type-volume limitation set forth in Rule 32(a)(7)(B) of the Federal Rules of Appellate Procedure.

I further certify that the text of this electronic brief is identical to the text of paper copies of this brief that will be filed with the Court, and that a virus detection program (CylancePROTECT Agent version 1340) has been run on this file and no virus was detected.

s/Martine E. Cicconi

Martine E. Cicconi

June 28, 2024

CERTIFICATE OF SERVICE

I hereby certify that, on June 28, 2024, I served the foregoing brief upon all counsel of record by filing a copy of the document with the Clerk through the Court's electronic docketing system.

s/Martine E. Cicconi

Martine E. Cicconi

GUARD Act-style Bills in the States

The opponents of the free market are pushing bills in the states that mirror the failed federal GUARD Act, by Rep. Pappas (D-NJ), which has not received so much as a mark-up in 5+ years, to keep veterans trapped in a broken appeals system where attorneys are able to collect up to 33.3% of the **entire back-pay** going back multiple years resulting in the veteran waiting and the attorneys collecting tens if not hundreds of thousands of dollars.

These bills have been **DEFEATED, TABLED, OR HELD** in the following states:

- Arizona,
- California,
- Delaware,
- Florida,
- Georgia (PLUS passed Senate 52-1 and held in the House to an informal “working group”),
- Hawaii,
- Kansas,
- Kentucky,
- Maryland,
- Mississippi,
- Missouri,
- Nebraska,
- Pennsylvania,
- Rhode Island,
- South Dakota,
- Virginia (GUARD voted down 8-7 in Committee & turned into a legislative working group),
- Washington,
- West Virginia,
- And Wyoming.

A GUARD-like version did pass in Massachusetts, however because VG is compliant with federal law, the language in the bill does not prohibit us from continuing to operate in the state.

GUARD-style did pass in New Jersey in 2023 and is pending in the U.S. Court of Appeals for the Third Circuit and will be heard on November 08, 2024. A similar bill passed in Maine and is currently facing a legal challenge.

PLUS Act-Style Bills in the States (now SAVE Act)

Veteran-owned-and-operated ethical, expert, and transparent companies, the National Association for Veteran Rights (NAVR), and dozens of public policy groups, non-profits, VSOs, and Labor Unions, are working to reform the federal accreditation process (HR 1822, Preserving Lawful Utilization of Services for Veterans – or PLUS Act) by three-star General Rep. Bergman (R-MI) and Rep. Correa (D- CA) and S. 1875 by Sen. Kennedy (R-LA), and combat the state GUARD-style Acts.

While Congress is deliberating this measure, this industry is self-regulating in the states to pass a state version of PLUS Act, now known as the Safeguarding American Veteran Empowerment Act (or SAVE Act) to: protect veterans from bad actors; ensure any fees are contingent on a successful outcome; fees are a one-time only fee that is reasonable; mandates disclosure of free services to veterans; eliminates the following – overseas call centers, having doctors on payroll, directly soliciting the veteran, and advertising a guaranteed increase.

PLUS Act has been **PASSED in Louisiana**, and is now law!

These bills have **PASSED** at least one chamber this year and will be taken back-up in 2025 in: **Arizona, Kentucky, Hawaii, Georgia.**

PLUS ACT PENDING INTRODUCTION this year in: **Michigan and Ohio.**



VA Accreditation Program (022D)
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccrreditationmailbox@va.gov

In Reply Refer To:
022D-76221

January 16, 2019

Mr. Scott C. Greenblatt
Veterans Guardian VA Claim Consulting
109 Arnette Street
Aberdeen, NC 28315

Dear Mr. Greenblatt:

The Department of Veterans Affairs (VA) has received information that Veterans Guardian VA Claim Consulting may be engaged in illegal activities, which include the unauthorized representation of claimants for VA benefits and charging them for your services. The purpose of this letter is to provide you notice of the law and the opportunity to respond before we take further action.

On the website for your business, www.vetsguardian.com, it states

Our mission is simple: to assist you in receiving ALL of the VA benefits that you have EARNED through your service to the nation. The VA disability claim process can be difficult and confusing to navigate. We provide a wealth of experience with and an understanding of the VA disability claim process that allows us to develop an individual claim strategy to support your specific circumstances. We will guide you through the process and provide all of the documents that you will need to submit your claim

Further, under the CLAIMS tab, the website discusses the assistance your business can provide with the filings of several different claims, and concludes by stating

The Veterans Guardian VA Claims Consulting team has experience filing EVERY SINGLE disability claim listed in the eCFR, Title 38, Schedule 4, Schedule for Rating Disabilities. Please contact us if you need help filing or re-filing your VA disability claim. We are veterans helping veterans get the VA disability compensation YOU! Veterans Guardian VA Claim Consulting takes all the risk up front leveraging our capability as we NEVER charge any Medical-Legal Consulting Fees unless you receive a benefit from our services.

Chapter 59 of title 38, United States Code, and sections 14.626-14.637 of title 38, Code of Federal Regulations, govern the representation of claimants seeking VA benefits. The purpose in regulating who may provide claims assistance to

2.

Mr. Scott C. Greenblatts

Veterans is to ensure that they "have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans' benefits." 38 C.F.R. § 14.626.

Under 38 U.S.C. § 5902, VA is authorized to recognize organizations to assist claimants with their VA benefit claims. VA regulations require organizations to apply for VA recognition, demonstrate that the organization satisfies the legal requirements for recognition, and then certify to VA that each of the organization's representatives who will assist Veterans in the preparation, presentation, and prosecution of claims before VA meets the legal requirements for accreditation. 38 C.F.R. § 14.628(d)(1)(i). Please note that one of the requirements for recognition is that the primary purpose of the organization must be to serve veterans. In determining whether this primary purpose exists, the Secretary takes into account and weighs all of the organization's activities including other possible business interests. Our records indicate that Veterans Guardian VA Claim Consulting does not hold VA recognition. Accordingly, as an organization, Veterans Guardian VA Claim Consulting is prohibited by law from assisting Veterans in the preparation, presentation, or prosecution of their VA benefits claims.

VA is further authorized to accredit individuals as claim agents or attorneys to assist in the preparation, presentation, and prosecution of a claim for VA benefits. 38 U.S.C. § 5904; 38 C.F.R. § 14.629. Under these laws, an individual must be accredited by VA as an agent, attorney, or representative of a VA-recognized veterans service organization to assist in the preparation, presentation, and prosecution of a claim for VA benefits. 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. In other words, to provide assistance with a claim for VA benefits, even without charge, a person must be accredited by VA as an agent, attorney, or service organization representative. VA regulations provide a *one-time* only exception to this general rule, which authorizes a person to provide assistance on a particular claim, but such assistance must be without cost to the claimant and is otherwise subject to the laws governing representation. 38 C.F.R. § 14.630. Because neither you nor your business are currently accredited by VA, you are prohibited by law from assisting veterans in the preparation, presentation, and prosecution of claims before VA.

It is unclear whether Veterans Guardian VA Claim Consulting is associated with any VA-accredited claims agents or attorneys. That said, even if Veterans Guardian VA Claim Consulting does have claims agents or attorneys associated with the organization, such associations would not authorize Veterans Guardian VA Claim Consulting to advertise that "the organization" provides VA claims assistance services. The law requires VA-accredited claim agents and attorneys to represent claimants in their individual capacity. See 38 U.S.C. § 5904; 38 C.F.R. § 14.629. Thus, if an organization is going to rely on the accreditation of an individual claims agent or attorney, the organization must be transparent in its advertising of who will be providing such services. To the extent that Veterans Guardian VA Claim Consulting has any VA-accredited claims agents or attorneys associated with the

3.

Mr. Scott C. Greenblatts

organization, we recommend that you revise Veterans Guardian VA Claim Consulting's website to clearly state the names of individual(s) that will be providing VA claims assistance, and make sure that Veterans Guardian VA Claim Consulting is not misleading the public into thinking that the organization as a whole provides VA claims assistance services.

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct. See 38 U.S.C. § 5904(a)(2). Rule 7.1 of the Model Rules of Professional Conduct requires that "[a] lawyer shall not make a false or misleading communication about the lawyer or lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading." Comment [2] to the Rule makes clear that "[t]ruthful statements that are misleading are also prohibited." Your business's website possibly violates these requirements. See, e.g., *In re Huelskamp*, 740 N.E.2d 846, 848 (Ind. 2000). Of particular note is a passage where your business advertises assistance with a "Lifestyle Impact Claim," stating:

The Lifestyle Impact Claim is a high-value secondary condition that many veterans are eligible for due to other service connected disabilities of varying degrees of ratings or intensity. It is one that is rarely acknowledged by the VA regional office, but it provides additional compensation to veterans for the impact their current service connected disability is having on their overall lifestyle, whether that impact is social, recreational, or vocational. Our clients typically receive 30%, 50%, or 70% for just this one claim alone. To qualify for this claim, you must have a primary service connected disability rated 0% or higher, and that primary disability must be significantly affecting your life in a negative way. We can help you establish a claim for both the disability and its impact on your lifestyle.

We are not aware of any such claim, and, therefore, even if your business was accredited, its advertising may be considered a violation of the VA standards of conduct for accredited individuals, which requires that you be truthful in your dealings with claimants and VA, and prohibits, among other things, engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. See 38 C.F.R. § 14.632(a)(2) (requiring accredited individuals to be truthful in their dealings with claimants and VA), (c)(3) (prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty), (c)(4) (prohibiting accredited individuals from violating any of the provisions of title 38, United States Code, and title 38, Code of Federal Regulations), (c)(11) (prohibiting accredited individuals from engaging in any other unlawful or unethical conduct).

Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. Your response should be mailed to the following

4.

Mr. Scott C. Greenblatts

address:

Attn: (b)(6)
Office of the General Counsel (022D)
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

In the alternative, you may email your response to ogcaccreditationmailbox@va.gov.

If we do not hear from you or if, based on your response, we determine that you have not taken appropriate measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

Staff Attorney

DEMOCRATS

MARK TAKANO, CALIFORNIA, CHAIRMAN
 JULIA BROWNLEY, CALIFORNIA
 CONOR LAMB, PENNSYLVANIA
 MIKE LEVIN, CALIFORNIA
 CHRIS PAPPAS, NEW HAMPSHIRE
 ELAINE LURIA, VIRGINIA
 FRANK J. MRVAN, INDIANA
 SHEILA CHERFILUS-MCCORMICK, FLORIDA
 GREGORIO KILILI CAMACHO SABLAN, NORTHERN MARIANA ISLANDS
 LAUREN UNDERWOOD, ILLINOIS
 COLIN Z. ALLRED, TEXAS
 LOIS FRANKEL, FLORIDA
 ELISSA SLOTKIN, MICHIGAN
 DAVID J. TRONE, MARYLAND
 MARCY KAPTUR, OHIO
 RAUL RUIZ, CALIFORNIA
 RUBEN GALLEG0, ARIZONA

MATT REEL
 STAFF DIRECTOR

REPUBLICANS

MIKE BOST, ILLINOIS, RANKING MEMBER
 AUMUA AMATA COLEMAN RADEWAGEN, AMERICAN SAMOA
 JACK BERGMAN, MICHIGAN
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 MARIANNETTE MILLER-MEEKS, IOWA
 JAKE ELLZEY, TEXAS
 CONNIE CONWAY, CALIFORNIA

MARIA TRIPPLAAR
 REPUBLICAN STAFF DIRECTOR

U.S. House of Representatives

COMMITTEE ON VETERANS' AFFAIRS

ONE HUNDRED SEVENTEENTH CONGRESS

364 CANNON HOUSE OFFICE BUILDING

WASHINGTON, DC 20515

<http://veterans.house.gov>

August 22, 2022

TO: Chairwoman Elaine Luria
 Chairman Chris Pappas
 Ranking Member Troy Nehls
 Ranking Member Tracey Mann

FROM: Majority and Minority Staff of the Subcommittees on Disability Assistance and Memorial Affairs and Oversight and Investigations

RE: **Supplemental Statement for the Record, April 27, 2022, Joint Oversight Hearing, "At What Cost? – Ensuring Quality Representation in the Veteran Benefit Claims Process."**

BACKGROUND

On Wednesday, April 27, 2022, at 2:00 p.m., ET, the House Committee on Veterans' Affairs Subcommittees on Disability Assistance and Memorial Affairs and Oversight and Investigations met in open session – both online via Zoom and in person in Room 210 of the House Visitors Center – to conduct a joint oversight hearing entitled "At What Cost? – Ensuring Quality Representation in the Veteran Benefit Claims Process."

Seven witnesses testified at the hearing, including Lieutenant Colonel William "Bill" Taylor, USA, Retired, co-founder and chief operating officer of Veterans Guardian VA Claim Consulting, LLC. LTC(R) Taylor appeared voluntarily as an invited witness at the hearing.

As explained in more detail below, LTC(R) Taylor provided inaccurate testimony on one point – testifying that "Veterans Guardian has not received a cease-and-desist letter from the Department of Veterans Affairs (VA)." After multiple rounds of engagement with Subcommittee Chairs and Ranking Members and both Majority and Minority Committee Staff (herein referred to as Committee Staff unless specified otherwise) following the hearing, legal counsel for Veterans Guardian emailed Committee Staff a written supplemental statement for the record on July 8, 2022, clarifying that LTC(R) Taylor no longer takes "issue with the Subcommittees' characterization of the January 16 letter [sent by the VA Office of General Counsel (OGC) to Veterans Guardians] as a 'cease-and-desist' letter." The supplemental statement and this staff memo will be included in the hearing record.

DISCUSSION

At the April 27, 2022, hearing, Ranking Member Mann asked LTC(R) Taylor the following question: “Has Veterans Guardian ever received a cease-and-desist letter from VA?”¹ In response, LTC(R) Taylor testified that “Veterans Guardian has not received a cease-and-desist letter from the VA.”² In the Committee’s view, this was not an accurate answer. A January 16, 2019, letter sent to Veterans Guardian’s CEO, LTC(R) Scott Greenblatt, by a staff attorney in the VA OGC constitutes a cease-and-desist letter because it (i) instructed LTC(R) Greenblatt, within 30 days, to inform the Department of measures Veterans Guardian was taking to address VA’s concerns and (ii) informed Mr. Greenblatt that if appropriate measures to cease any and all illegal activities were not taken, VA OGC would “refer the matter to the appropriate law-enforcement authorities.”³ Committee Staff was aware of, but not in possession of a copy of, the January 16, 2019, cease-and-desist letter at the time of the April 27, 2022, hearing.

Following the hearing, Committee Staff engaged in further investigation of LTC(R) Taylor’s claim and pressed him, and, later, his attorney, regarding the accuracy of that claim.

I. APRIL 29, 2022, REQUEST FOR INFORMATION

On April 29, 2022, Minority Committee Staff requested copies of all cease-and-desist letters VA OGC had sent to unaccredited claims representatives since January 1, 2017. In response, Minority Committee Staff received 51 copies of such cease-and-desist letters on May 6, 2022. The names and other identifying information of the individuals and companies that were sent cease-and-desist letters were redacted.

II. MAY 9, 2022, EMAIL EXCHANGE

Minority Committee Staff sent Mr. Brian Johnson, Veterans Guardian’s Vice President of Government and Public Affairs an email on May 9, 2022, seeking to confirm LTC(R) Taylor’s testimony that Veteran’s Guardian “has not received a cease-and-desist letter from the VA.” That same day, Mr. Johnson responded that LTC(R) Taylor’s testimony was correct.

III. MAY 20, 2022, CHAIRMAN’S LETTER

Minority Committee Staff shared the copies of the 51 redacted cease-and-desist letters produced by the VA OGC with Majority Committee Staff on May 17, 2022. On May 20, 2022, Chairman Takano sent a letter to Secretary of Veterans Affairs Denis McDonough requesting complete and unredacted copies of all cease-and-desist letters VA OGC had sent to unaccredited

¹ House Committee on Veterans’ Affairs, *Hearing on At What Cost? Ensuring Quality Representation in the Veteran Benefit Claims Process*, 117th Cong. (April 27, 2022).

² *Id.*

³ Letter from Derek Scadden, Staff Attorney, Department of Veterans Affairs Office of General Counsel, to Mr. Scott C. Greenblatt, Veterans Guardian VA Claim Consulting (Jan. 19, 2019).

claims representatives since January 1, 2017.⁴ On June 7, 2022, Committee Staff received unredacted copies of 58 such letters, including the January 16, 2019, letter addressed to LTC(R) Greenblatt.

IV. JUNE 9, 2022, MEETING

Committee Staff met with LTC(R) Taylor, LTC(R) Greenblatt, Mr. Johnson, and other representatives of Veterans Guardian on June 9, 2022, to discuss the issue further. When again asked about LTC(R) Taylor’s testimony, company officials first stated they did not recall receiving a cease-and-desist letter from VA OGC. After Committee Staff explicitly referenced the January 16, 2019, letter addressed to LTC(R) Greenblatt, company officials acknowledged its existence but said they did not believe it constituted a cease-and-desist letter. Mr. Johnson added, however, that they were willing to take necessary steps to clarify LTC(R) Taylor’s testimony from the April 27, 2022, hearing.

V. JUNE 10, 2022, LETTER

The next day, Raphael Prober, partner with Akin Gump Strauss Hauer & Feld LLP and counsel for Veterans Guardian, sent a letter addressed to Chairs Luria and Pappas and Ranking Members Nehls and Mann. The letter stated, “Mr. Taylor did not and does not believe this January 16 Letter to be a ‘cease and desist letter.’”⁵

VI. JUNE 27, 2022, LETTER

The Chairs and Ranking Members of the Subcommittees responded to Mr. Prober in a June 27, 2022, letter, stating the Committee’s view that LTC(R) Taylor provided inaccurate testimony and inviting the witness to correct the record.⁶ The Chairs and Ranking Members noted that VA OGC apparently categorized its January 16, 2019, letter to Veterans Guardian as a cease-and-desist letter, because they provided it, along with 57 other substantially similar letters, to the Committee in response to Chairman Takano’s request for “all cease-and-desist letters” since January 1, 2017.⁷

⁴ Letter from Mark Takano, Chairman, House Committee on Veterans Affairs, to The Honorable Denis McDonough, Secretary, U.S. Department of Veterans Affairs (May 20, 2022).

⁵ Letter from Raphael A. Prober, Counsel for Veterans Guardian VA Claim Consulting, to The Honorable Elaine Luria, Chairwoman, Committee on Veterans Affairs Subcommittee on Disability Assistance and Memorial Affairs, The Honorable Chris Pappas, Chairman, Committee on Veterans’ Affairs Subcommittee on Oversight and Investigations, The Honorable Troy Nehls, Ranking Member, Committee on Veterans’ Affairs Subcommittee on Disability Assistance and Memorial Affairs, and The Honorable Tracey Mann, Committee on Veterans’ Affairs Subcommittee on Oversight and Investigations (June 10, 2022).

⁶ Letter from Elaine Luria, Chair, Subcommittee on Disability Assistance and Memorial Affairs, Chris Pappas, Chair, Subcommittee on Oversight and Investigations, Troy E. Nehls, Ranking Member, Subcommittee on Disability Assistance and Memorial Affairs, and Tracey Mann, Ranking Member, Subcommittee on Oversight and Investigations, to Raphael A. Prober, Partner, Akin Gump Strauss Hauer & Feld LLP (June 27, 2022).

⁷ See, e.g., Letter from Christopher O. Adeloye, Staff Attorney, Department of Veterans Affairs Office of General Counsel, to Mr. Brian T. Reese, VA Claims Insider, LLC (April 15, 2019).

The Chairs and Ranking Members of the Subcommittees further noted that another witness at the April 27, 2022, hearing appeared to understand Ranking Member Mann’s question and gave an unambiguous, affirmative answer when asked whether the company he represented, Trajector Inc., had ever received a cease-and-desist letter from VA.⁸

The letter from the Chairs and Ranking Members cited federal law, which makes it a crime, punishable by fines and imprisonment of up to 5 years, to knowingly and willfully make a materially false, fictitious, or fraudulent statement or representation to Congress.⁹ The letter asked Mr. Prober to respond in writing with an acknowledgement that Veterans Guardian, had, in fact, received a cease-and-desist letter from VA.¹⁰

VII. JULY 8, 2022, VETERANS GUARDIAN RESPONSE

Mr. Prober responded to the letter from the Chairs and Ranking Members on July 8, 2022. In this letter, Mr. Prober stated that, with regard to LTC(R) Taylor’s testimony at the April 27, 2022, hearing, “Mr. Taylor believed then and continues to believe now that he provided truthful testimony.”¹¹

“However,” the letter continued, “Mr. Taylor certainly appreciates that this is a subjective view and that reasonable minds can – and in this case do – differ on this point. Having considered the Subcommittees’ characterization of the letter as a ‘cease and desist’ letter, Mr. Taylor understands the basis for this view and would not take issue with this characterization, though this is not how he personally views the correspondence.”¹²

Attached to Mr. Prober’s July 8, 2022, letter was a written supplemental statement by LTC(R) Taylor. That statement will be included in the official record of the April 27, 2022, hearing, along with this memorandum.¹³

⁸ House Committee on Veterans’ Affairs, *Hearing on At What Cost? Ensuring Quality Representation in the Veteran Benefit Claims Process*, 117th Cong. (April 27, 2022).

⁹ 18 U.S.C. § 1001.

¹⁰ Letter from Elaine Luria, Chair, Subcommittee on Disability Assistance and Memorial Affairs, Chris Pappas, Chair, Subcommittee on Oversight and Investigations, Troy E. Nehls, Ranking Member, Subcommittee on Disability Assistance and Memorial Affairs, and Tracey Mann, Ranking Member, Subcommittee on Oversight and Investigations, to Raphael A. Prober, Partner, Akin Gump Strauss Hauer & Feld LLP (June 27, 2022).

¹¹ Letter from Raphael A. Prober, Counsel for Veterans Guardian VA Claim Consulting, to The Honorable Elaine Luria, Chairwoman, Committee on Veterans Affairs Subcommittee on Disability Assistance and Memorial Affairs, The Honorable Chris Pappas, Chairman, Committee on Veterans’ Affairs Subcommittee on Oversight and Investigations, The Honorable Troy Nehls, Ranking Member, Committee on Veterans’ Affairs Subcommittee on Disability Assistance and Memorial Affairs, and The Honorable Tracey Mann, Committee on Veterans’ Affairs Subcommittee on Oversight and Investigations (July 8, 2022).

¹² *Id.*

¹³ Written Supplemental Statement of William C. Taylor, LTC (RET) US Army, Co-Founder and Chief Operating Officer, Veterans Guardian VA Claim Consulting, LLC, Provided for Inclusion in the Official Record of the Committee on Veterans’ Affairs’ Subcommittees on Disability Assistance and Memorial Affairs and Oversight and Investigation April 27, 2022 Hearing (July 8, 2022).

**TESTIMONY OF WILLIAM C. TAYLOR, LTC (RET) US ARMY
CO-FOUNDER AND CHIEF OPERATING OFFICER,
VETERANS GUARDIAN VA CLAIM CONSULTING, LLC
BEFORE THE U.S. HOUSE OF REPRESENTATIVES
COMMITTEE ON VETERANS' AFFAIRS' SUBCOMMITTEES ON
DISABILITY ASSISTANCE AND MEMORIAL AFFAIRS AND
OVERSIGHT AND INVESTIGATIONS**

APRIL 27, 2022

OPENING STATEMENT

Good Afternoon Chairman Pappas, Ranking Member Mann, Chairwoman Luria, Ranking Member Nehls, and Members of the Committee. My name is William Taylor and I am a co-founder of Veterans Guardian VA Claim Consulting, and a Veteran of the US Army. I am a proud graduate of the United States Military Academy and retired in 2018 as a Lieutenant Colonel after a 23-year career that included six deployments to Afghanistan, Iraq, and the Balkans. In 2015, I started to consider retiring from the Army and one of the questions that came up was VA disability benefits. I knew little more than that they existed and that I felt healthy and probably did not qualify, which I now know was wrong. Information about claiming VA disability benefits was practically non-existent and difficult to find. Worse still, getting an appointment with a claims representative was even more difficult due to limited operating hours and limited capacity for the large military population in and around Ft. Bragg. Fortunately, I had some knowledgeable friends and colleagues and through their advice and my own research, I was able to successfully submit my own claim. Unfortunately, I am the exception and not the norm. The VA disability process is a bureaucratic and difficult system that presents challenges to most Veterans, and I am proud of the work Veterans Guardian has done to assist Veterans with this process. I am pleased to be here today to lend our voice to this important discussion.

I. Introduction to Veterans Guardian

Based on my personal experience and that of others, we saw a serious gap in the system and the dire need for a better solution for Veterans, which was the genesis for Veterans Guardian. We are proud to be Veteran owned, with over 75 percent of our employees being Veterans, Spouses of Veterans, or Spouses of Active Duty personnel. We are part of the military community, we are mission driven and are focused on providing the best possible service to our Veteran clients to ensure that they receive all of the benefits that they have earned and that they are eligible for as a result of their honorable service to our nation.

II. *Our Mission*

Given the difficulty in navigating the VA disability process and the sheer volume of Veterans that need assistance, there is a current backlog in excess of 230,000 disabled Veterans. Contrary to common belief and statements from the VA, the current system does not provide enough representatives to meet the needs of Veterans seeking assistance. Veterans need more options for assistance, not less. To address Veterans' pressing and time sensitive needs, they should be able to pursue their claims in the manner that best serves them, with full knowledge of all available providers (including county and state employees, VSOs, lawyers, claims agents, and companies such as Veterans Guardian) who can assist them at any step in the process.

Veterans make a fully informed choice to use our services for a multitude of reasons: easy access and responsiveness, our experience and knowledge developed and refined over tens of thousands of claims, our expertise utilizing a team method with team members becoming experts in all stages of the process, our ability to help develop medical and lay evidence with a network of independent external doctors, and our competence in developing claims for secondary conditions. Based on all of this, I am proud that we have assisted tens of thousands of Veterans with over a 90 percent success rate. See Exhibit 1. And the Veterans themselves have made clear that we are providing an important and necessary service, as we have thousands of positive reviews and many personal referrals from our clients (in fact, over 50 percent of our new clients each month are referred from previous or current clients). We have also received extensive recognition for our work, including eleven awards from AMVETS NC, National AMVETS, Department of Labor HIREVETS – Gold and Platinum Medallion awards, the Better Business Bureau – Ethics Awards three years in a row, Military Friendly Employer, and Military Spouse Friendly Employer. See Exhibit 2.

III. *Our Priorities*

Veterans Guardian prides itself on being a transparent and ethical company, fully aligned with Veterans and their interests throughout every step of the process. We do not provide any guarantees of results, but we do promise to provide the best service possible to best posture the Veteran for success. From our first interaction with client Veterans, we have designed our system so that no Veteran chooses our services without fully understanding their options and how our business works. Veterans Guardian strives to use clear and unambiguous language to ensure transparency and understanding by the Veteran at every step of the process. For example, we identify boldly on the front page of our website the availability of the free services and the VA OGC link to find them (which is reiterated in the discussion between our intake personnel and the Veteran and also in our contracts). Each Veteran also affirmatively indicates, in a simple, easy to understand 1-page document, that they understand there are free services available and where to find them, that they can pursue a claim on their own, that these options can be successful, and that they are choosing to use Veterans Guardian as an un-accredited fee based service. See Exhibit 3.

Care for our client Veterans is our top priority, which we demonstrate from day one and all the many days in between shepherding Veterans through the claims process to their final outcome. We remain in constant contact with our Veterans so that we can immediately address any problems, answer their questions, or simply let them know that we continue to have their back through the process. The thousands of positive reviews and direct referrals that we receive are a direct testament to the importance we place on client care. See Exhibit 4.

We do recognize that there are bad actors, particularly with companies focused on pensions, aid & attendance, and loans, but these are the outliers. The vast majority of companies in this industry are honest and ethical companies providing a needed service to Veterans, and Veterans Guardian prides itself as being one of those honest and ethical companies. We take multiple steps to ensure that each and every Veteran we serve understands that they are making an informed choice about how they want to pursue their claim, and we respect Veterans' ability to make this important decision. We ensure that each Veteran understands their available options, particularly the free services available, and we are transparent about our process and fee structure.

Our fee structure itself is also wholly aligned with our Veteran clients through each step in the process. We do not collect any fee unless the Veteran achieves an increase in their VA benefits. Any fee that a Veteran pays us comes from new benefits we have helped them secure, and no Veteran is financially disadvantaged from where they were before they utilized our services. Our Veterans are paying a one-time fee for assistance while receiving a lifetime of benefits. Included in our written submission for the record is a detailed description of our fee structure. See Exhibit 5.

IV. The Role of Veterans Guardian in Ensuring Quality Representation & Recommendations for Strengthening the Accreditation Process

In order to achieve the goal of ensuring that all Veterans entitled to disability benefits receive them, we strongly support accreditation reform, including increasing knowledge requirements and scrutiny of applicants for accreditation. This type of reform would open up the tent to allow companies like Veterans Guardian to become accredited, providing Veterans with the widest range of high quality options to help pursue their claim at any step of the process. This would also increase transparency from and VA oversight of accredited agents, provide for regular audits of claims agent performance and capabilities, establish more detailed standards of conduct, and provide the VA with the enforcement tools necessary to pursue bad actors. Our goal should be to expand good options for our Veterans, not to restrict them. Our goal should be to improve oversight and ensure Veterans are receiving competent assistance. And finally, our goal should be to provide our Veterans the freedom to make an informed decision on how they want to pursue their claims.

V. Conclusion

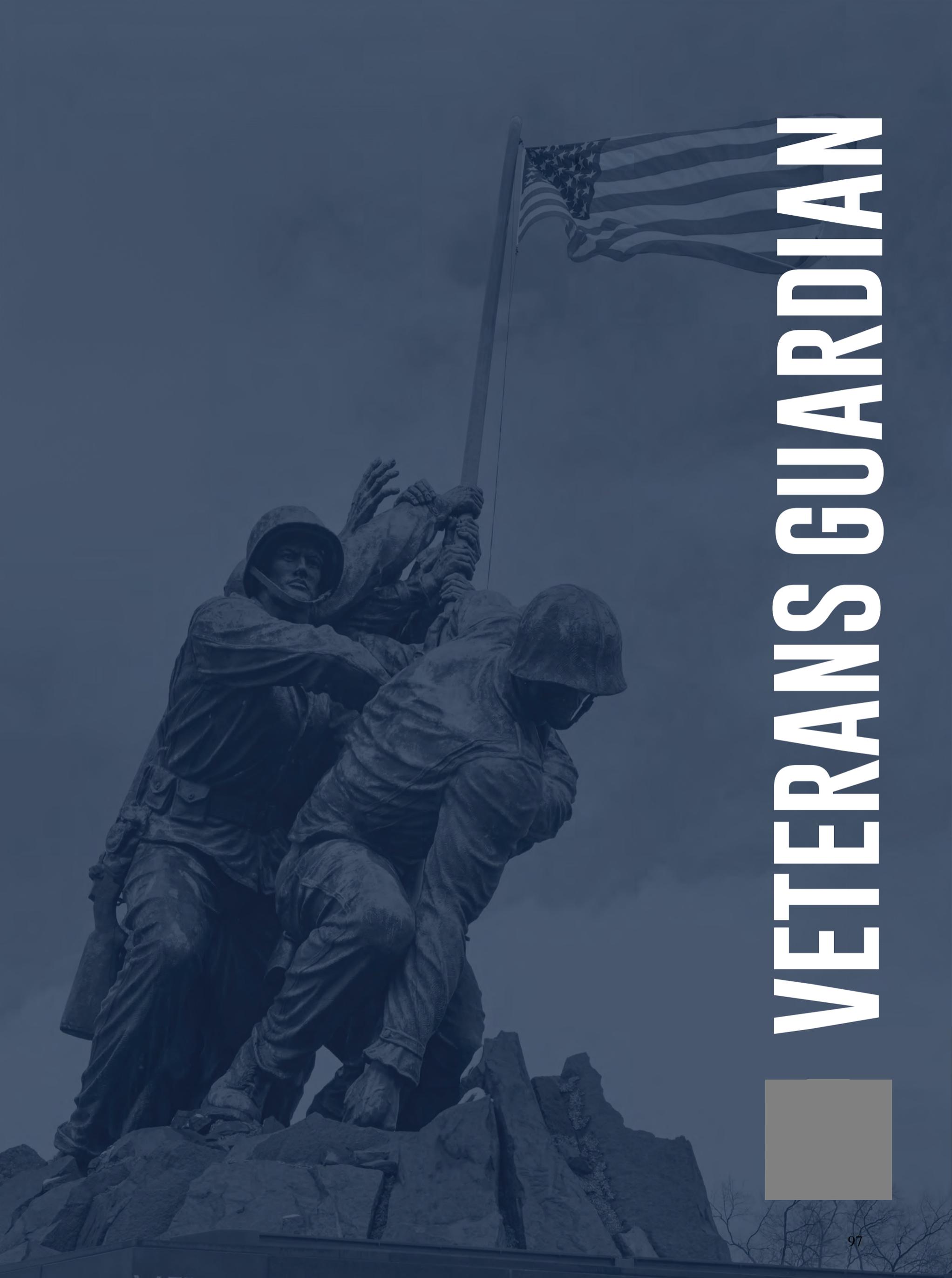
I look forward to a constructive discussion regarding how all of us can work together to address these issues and to responsibly serve Veterans who have dedicated themselves to the service of our nation. It is my hope that today's testimony will assist the Committee and the Congress as lawmakers consider policy proposals to address accreditation reform.

I look forward to remaining engaged and working with you and your Staffs as we continue to work on these and other important issues for our Veterans.

Attachments:

- Exhibit 1: Veterans Guardian VA Claim Consulting, LLC Facts and Statistics Book, April 2022.
- Exhibit 2: Veterans Guardian VA Claim Consulting, LLC One-Pager, April 2022.
- Exhibit 3: Veterans Guardian Proclamation, The Veteran's Right to Choose, Your Claim, Your Choice.
- Exhibit 4: Veterans Guardian VA Claim Consulting, LLC Reviews.
- Exhibit 5: Veterans Guardian VA Claim Consulting, LLC Fee Structure Explained.
- Exhibit 6: VA Form 21-0789, JUN 2017 and Analysis by Veterans Guardian VA Claim Consulting, LLC.

EXHIBIT 1



VETERANS GUARDIAN



EXECUTIVE SUMMARY

Veterans Guardian is an evidence-based medical claims consulting firm helping veterans win previously denied and new claims to get the benefits they truly deserve. Our team of fellow veterans understands how difficult filing at the VA can be.



OUR MISSION

Our mission is to help veterans achieve the maximum VA rating they have earned through their honorable service to the nation.

OUR VISION

Champion a passionate team focused on serving the nation's Veterans and our community.

VETERANS SERVING VETERANS

That is why we are here to help.

RIGHT TO CHOOSE

PROCLAMATION

Veterans Guardian employees make earnest and ethical efforts to inform potential Veteran clients about their options. Veterans who choose to use Veterans Guardian understand that they have the option to utilize the free services provided by entities such as the VA, National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers.

It is explained that the utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and that veterans may achieve a positive VA benefit claim outcome with any of the free services or organizations.

Furthermore, veterans are informed that the Veterans Administration provides a search tool to find representatives who may assist with filing VA claims free of charge.

Free services in your area can be found at www.va.gov

Veterans Guardian makes no claim on representation to be an accredited agent or entity recognized by the Department of Veteran Affairs and is not affiliated with the Department of Veterans Affairs in any way.

Veterans who choose to utilize Veterans Guardian understand that by choosing Veterans Guardian, they will receive enhanced assistance and a high level of service from dedicated and specialized professionals serving an organization with proven results.



WHY COME TO VETERANS GUARDIAN?

Veterans Guardian is *veteran-owned* and *operated*. We understand how difficult and stressful the VA claims process can be because we've been through it ourselves.

We have assembled an elite team of veterans, veteran spouses, and veteran family members that can relate to our clients and their experiences. Our team members are former VA employees, medical professionals, and military leaders with the *experience*, *knowledge* and *dedication* to guide our clients through this difficult process.



The VA disability process can be a difficult, elaborate, and confusing process that requires in depth knowledge and expertise to navigate successfully. Many veterans are either *unaware of the benefits they are eligible for*, unwilling to engage the process due to its complexity, or frustrated with previous efforts with the VA. Veterans Guardian provides the *expertise, knowledge* and *resources* to bridge these gaps.

WHY WE EXIST

VETERANS GUARDIAN AT A GLANCE

+4600

MONTHLY APPOINTMENTS WITH
POTENTIAL VETERAN CLIENTS

+1600

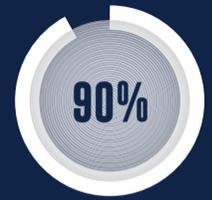
FULLY DEVELOPED CLAIM
PACKETS CREATED PER MONTH

+6300

CLAIMS PENDING DECISION

+23,000

CLAIMS APPROVED SINCE
COMPANY INCEPTION



OF THE VETERANS WE SUPPORT
SEE AN INCREASE IN THEIR
DISABILITY BENEFITS



AVERAGE INCREASE OF \$1000
PER MONTH IN DISABILITY
BENEFITS



2-4 MONTH AVERAGE VA
DECISION TIME



+2800 POSITIVE CLIENT
REVIEWS

EMPLOYEE DEMOGRAPHICS



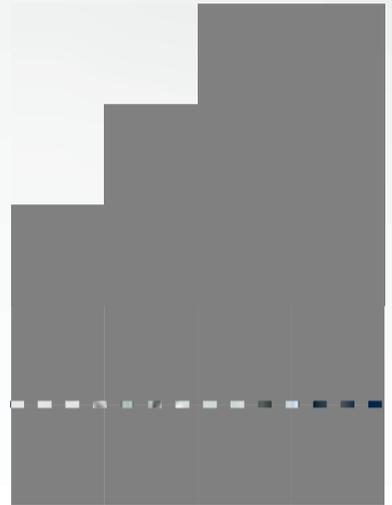
\$3,840,499.55

ANNUAL PAYROLL FOR FULLTIME EMPLOYEES FOR 2020



622.22%

GROWTH RATE FROM 2019 -2021



75% OF STAFF ARE VETERANS, VETERAN SPOUSES OR ACTIVE DUTY SPOUSES



116

VETERANS WE HAVE HIRED SINCE THE COMPANY'S INCEPTION



275

JOBS CREATED NATIONWIDE



5 RESERVISTS AND NATIONAL GUARD MEMBERS (ESGR)

EMPLOYER SUPPORT OF THE GUARD AND RESERVE (ESGR) IS A DEPARTMENT OF DEFENSE ORGANIZATION ESTABLISHED TO PROMOTE COOPERATION AND UNDERSTANDING BETWEEN SERVICE MEMBERS AND THEIR CIVILIAN EMPLOYERS .



The BBB Torch Awards for Marketplace Ethics honor companies and charities which demonstrate a high level of character and ensure the organizations' practices meet the highest standards of ethics. **Veterans Guardian was a 2020 and 2021 Torch Award Winner and a 2022 Finalist.**



The United States Department of Labor has awarded Veterans Guardian the HIREVets Gold Medallion Award, the only federal-level veterans' employment award that recognizes a company or organization's commitment to veteran hiring, retention, and professional development. Veterans Guardian was a **2019 HIREVETS Gold Medallion Winner and 2020 HIREVETS Platinum Medallion Winner.**



The AMVETS Veteran Friendly Employer of the Year Award program recognizes employers from the private sector and government (local, state, and federal) who have made great strides by employing veterans. Veterans Guardian was awarded the **2019 AMVETS NC Employer of the Year, the 2019 National AMVETS Employer of the Year, and the 2020 AMVETS NC Employer of the Year.**



The Military Friendly® Company survey investigates and identifies the organizations whose commitment to serving the military and veteran community is comprehensive in scope and meaningful in terms of actual outcomes and impact. **Veterans Guardian won the award for 2021 Military Friendly Company - Top 10 designation.**



The Military Spouse Friendly designation is awarded to companies who make significant strides in hiring and retaining military spouses. **Veterans Guardian won the award for 2021 Military Spouse Friendly Company.**



AmVets Employer of year
2019-2020





ECONOMIC IMPACT

AS OF APRIL 2022

TOP 5 STATES BY NUMBER OF CLIENTS



TEXAS

5636 Clients
+ \$36,000,000 In Benefits
Per Year



NORTH CAROLINA

4776 Clients
+ \$47,000,000 In Benefits
Per Year



FLORIDA

2956 Clients
+ \$17,000,000 In Benefits
Per Year



CALIFORNIA

1844 Clients
+ \$13,000,000 In Benefits
Per Year



GEORGIA

1765 Clients
+ \$11,000,000 In Benefits
Per Year



50 Local and national charities supported

30 military affiliated charities supported





Veterans Guardian believes that giving back not only strengthens the company but also the ties within the community. We are partnered with 50 local charities, and 30 are military-affiliated. Through sustainable donations and volunteer hours, we provide support and assistance to the local community. Our biggest single donation to date is \$35,000 in support of a veteran home build by Habitat for Humanity NC Sandhills Chapter.





An unbelievable experience with this company! Went from 70% to 90% in just over a month! Can't say enough great things about this company and how they treat their veteran clients.

Veteran Mitchell Google Review (2020)



Joe Grubbs recommends Veterans Guardian VA Claim Consulting.

“A Facebook ad changed my life. Sitting about doing nothing when I watched it. I looked up the company on Facebook and nothing but great reviews. I looked them up on Google with nothing but great reviews. So I decided to fill out the contact form and get started. From that first call Jan. 4th to my final decision of April 25th I went from 70% to 100% T&P. These company has the right resources to help anyone.. I'm so glad an Ad found me and changed my life. If you are on the fence about then just do it you won't regret it!”

Nolan White



This place is amazing. After my VSO gave up on me and denial from VA after denial with evidence, veterans guardian made it happen. Just know it's a free consultation if you call them. They won't work with you unless they can get you an increase. They won't move forward without that decision. If you can get the increase, then it's a matter of a few appointments and a few months for decision with VA. I wish my VSO worked as great as these people. Also, the person who helped me was a veteran herself. They are on our side.



This was the best time in my life took me 29 days from start to finish. And I went from 60 to 100

Veteran Diamond Facebook Review(2020)



I have tried for years to get a rating, could only manage to get 0%. Used many different agencies for that rating, Contacted Veterans Guardian, and within 6 months had a 70% rating. wish I would have found you years ago.

Veteran Rhodes Google Review (2019)



Veterans Guardian immediately put my case on track. I went from 80% to 100% in a very short period of time. I highly recommend this organization to have your percentage increased. They can and will help. Thanks again for all of your help in my case.

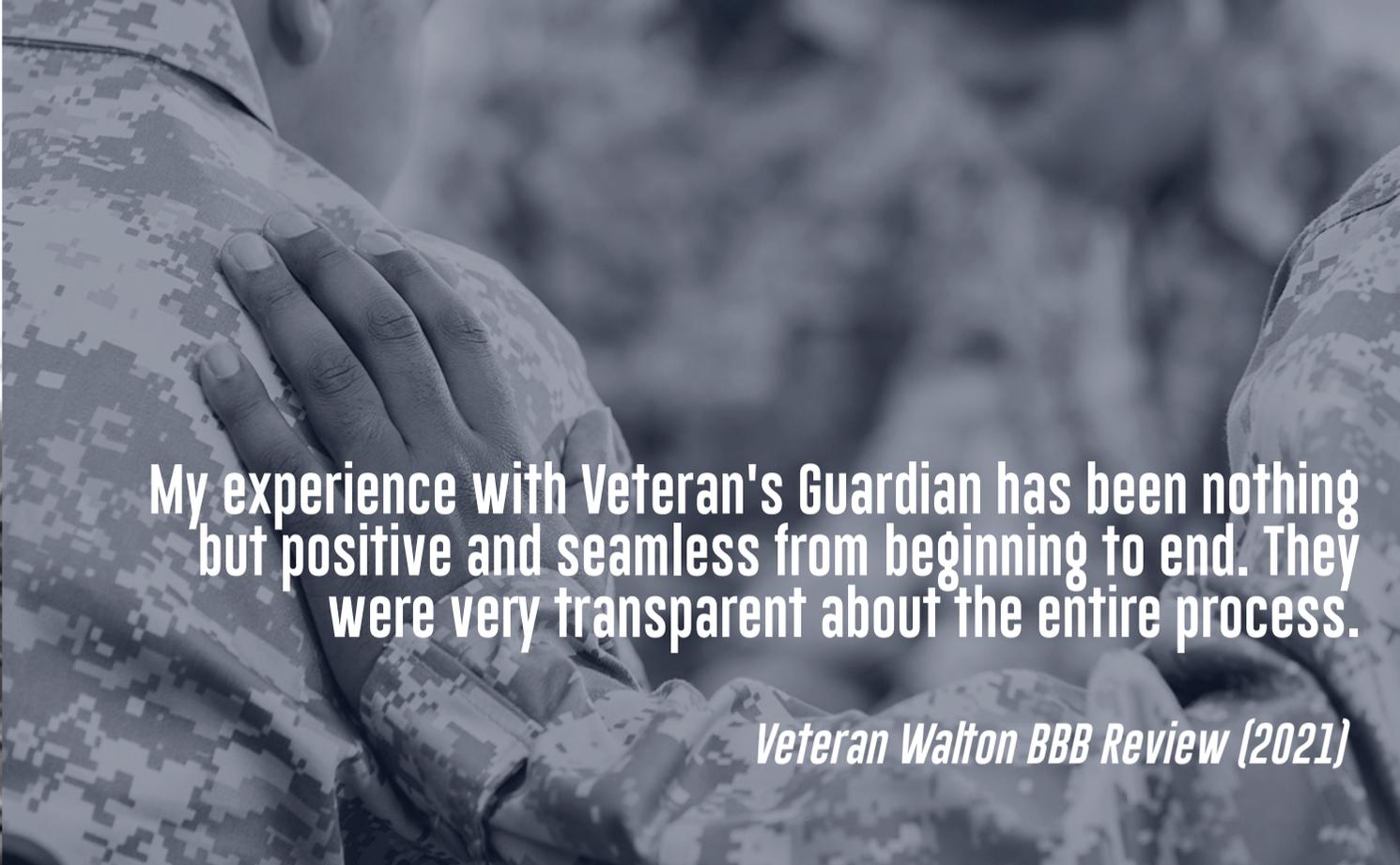
Veteran Green Facebook Review (2020)



I have been working with the VA for over 20 years to get an increase for my disabilities; with Veterans Guardian, I received a 50% increase in less than two months. You can't go wrong with Veterans Guardian and their knowledgeable, very professional staff. I look forward to working with them in the future.

Veteran Frank Google Review (2021)





My experience with Veteran's Guardian has been nothing but positive and seamless from beginning to end. They were very transparent about the entire process.

Veteran Walton BBB Review (2021)



I have to say, God bless Veterans Guardian, Scott (CEO), and the entire staff at Veterans Guardian for what they are doing to help veterans. I'm speechless right now, Scott (VG) asked me to give him a chance and I never looked back, they are the real deal. I started out with a 10% rating for Tiniunits, now thanks to Veterans Guardian I'm at 60% for my PTSD. If there is any doubt in your mind, just ask yourself one question, what do you have to lose, they do it all.

Veteran Gerhart Birdeye Review (2021)

MEET OUR FOUNDERS

LTC(R) SCOTT GREENBLATT

LTC(R) Scott Greenblatt was born in Seaford, New York. He enlisted in the US Army as a Private in 1991 and was commissioned as a Second Lieutenant in the Artillery in 1996.

He holds a Bachelor's Degree in Criminal Justice from the University of South Florida and a Master's Degree in International Policy from the National Defense University, DC. His military education includes: the U.S. Army Airborne, Artillery Officer Basic Course; the Artillery Captain's Career Course, Civil Affairs Qualifications Course and the US Army Command General and Staff College. LTC(R) Scott Greenblatt founded Veterans Guardian VA Claim Consulting after serving 25 years on active duty with the United States Army.





LTC(R) WILLIAM C. TAYLOR

LTC(R) William C. Taylor graduated from the United States Military Academy and was commissioned as an Armor officer in the Regular Army in 1995. LTC Taylor has served for over 23 years in a wide range of command and staff positions and has 6 operational deployments with two each in Kosovo, Iraq and Afghanistan.

His previous tactical assignments include Tank Platoon Leader, Scout Platoon Leader, Headquarters Company Commander, Armor Company Commander, Combat Advisor, and Squadron Executive Officer. His previous Staff assignments include planning assignments at Battalion, Brigade, Division, FORSCOM, Joint Staff, and Army Staff.

“I’ve spent the last 13 years navigating the very complicated waters of the VA disability process, trying to get an increase for my shoulder condition. I spoke with Veterans Guardian and, in 3 months, I went from 20 percent to 80 percent in my rating. I can’t thank them enough. I would recommend them to anyone”

~Randall Leggins, Google Review

“Veterans Guardian did everything they said they would do. They got my rating increased from 60% to 80%. The process from the moment I first contacted them to my rating increase only took about two months. Highly recommend”

~Google Review

“Veterans Guardian was the best choice I could make. In less than 60 days, 45 of which was awaiting the C&P exam appointment, I got my claim decided and my rating upgraded. I only had to click a few buttons and spend a few minutes on the phone, they did the rest.”

~Facebook Review

IN THE NEWS

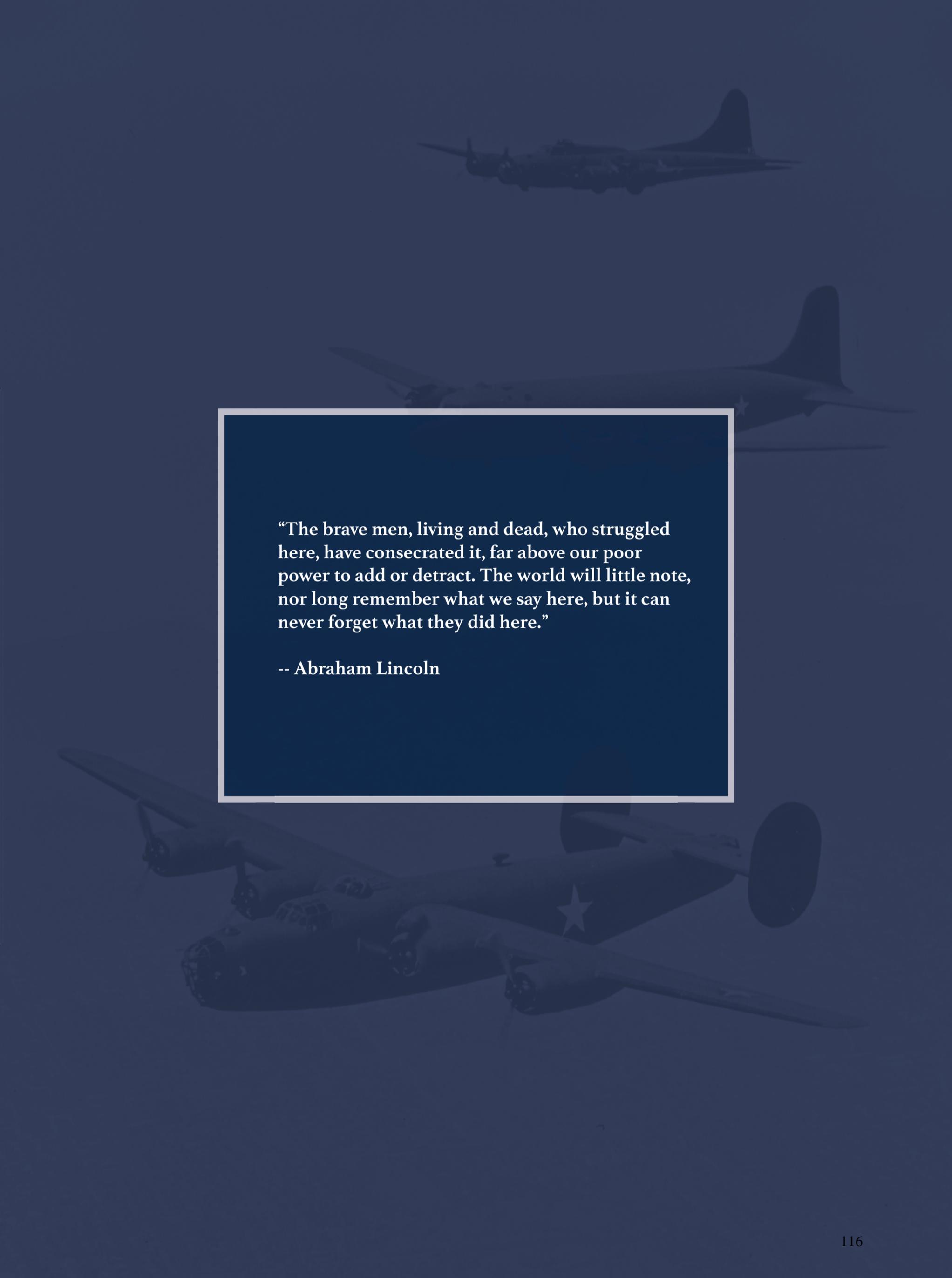
“Veterans Guardian VA Claim Consulting is a five-star sponsor of Irreverent Warriors. With the donation of \$20,000, the donation will support Irreverent Warriors in their mission to prevent veteran suicide and improve mental health.”

“Veterans Guardian is the lead sponsor of the Sandhills Habitat for Humanity 2021 Veteran home build. The \$35,000 donation will not only kick start the building process but encourage the surrounding veteran community to band together and aid a comrade.”

“Veterans Guardian has been recognized by the Better Business Bureau serving Eastern North Carolina in the annual 2020 BBB Torch Award for Marketplace Ethics.”



Veterans Guardian assists clients worldwide, no matter where they are located.



“The brave men, living and dead, who struggled here, have consecrated it, far above our poor power to add or detract. The world will little note, nor long remember what we say here, but it can never forget what they did here.”

-- Abraham Lincoln

EXHIBIT 2



GLOBAL IMPACT



OUR MISSION

To help veterans achieve the disability rating they are medically and ethically eligible for as a result of their honorable service to the nation.

WHY WE EXIST

The VA disability process can be a difficult, elaborate, and confusing process that requires in depth knowledge and expertise to navigate successfully. Many veterans are either unaware of the benefits they are eligible for, unwilling to engage the process due to its complexity, or frustrated with previous efforts with the VA. Veterans Guardian provides the expertise, knowledge and resources to bridge these gaps.

HOW WE ARE DIFFERENT

Our top priority is to provide the best support, with personalized service and attention to our clients. We have assembled an elite team of veterans, veteran spouses, and veteran family members that can relate to our clients and their experiences. These team members are former VA employees, medical professionals, and military leaders with the experience, knowledge and dedication to guide our clients through this difficult process.



MEET OUR LEADERS



Scott Greenblatt
CEO
LTC(R) US Army



William "Bill" Taylor
COO
LTC(R) US Army

BY THE NUMBERS



90% of the Veterans We Support See An Increase In Their Disability Benefits.



+23,000 Claims Approved Since Company Inception



\$1000 Average Increase Per Month In VA Disability Benefits



2-4 Month Average VA Decision Time



+6300 Claims Pending Decision



1100 Average Number Of New Clients Per Month



+2800 Positive Client Reviews



+50 Charities Supported

LOCAL IMPACT



EXHIBIT 3



VETERANS GUARDIAN PROCLAMATION

THE VETERAN'S RIGHT TO CHOOSE

Your Claim, Your Choice

Veterans Guardian VA Claim Consulting * 75 Trotter Hills Circle * Pinehurst, North Carolina 28374

I, _____, acknowledge that there are free services available to veterans to support the filing of claims for Veterans Administration (VA) benefits and for the services that Veterans Guardian will provide.

_____ I understand that I have the option to utilize the free services provided by entities such as the VA, National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers.

_____ I understand that utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and I may achieve a positive VA benefit claim outcome with any of the free services or organizations.

_____ I understand that the Veterans Administration provides a search tool to find representatives who may assist with filing VA claims free of charge. I also understand that by choosing Veterans Guardian, I will receive enhanced assistance and a high level of service from dedicated and specialized professionals serving an organization with proven results.

_____ I understand that Veterans Guardian is not an accredited agent or entity recognized by the Department of Veteran Affairs and is not affiliated with the Department of Veterans Affairs in any way.

By signing this acknowledgement, I am certifying that I am aware of free services available and that I have exhausted all the free services or I have determined that the free services do not meet my personal needs. I am also certifying that I am choosing to use Veterans Guardian VA Claim Consulting, a contingent fee based pre-filing agency, to provide consulting services and that I will submit the claim to the VA on my own behalf.

Thank you for your service in support of a grateful nation and thank you for your trust in Veterans Guardian.



EXHIBIT 4



Steven Salos Jun 26, 2020

Veteran Care Veterans Guardian

I have been attempting to up my VA disability status for over 10 years. I tried it alone on the first try with a big fat negative results. I then tried to use a local veteran support group and again a big fat negative. On the third attempt again alone I went into the VA for physical and mental health examination. A BIG FAT NEGATIVE! 3 attempts, 10 years, 0 results!

A good friend recommended Veterans Guardian. When a good friend gives a recommendation you take it. I contacted Veterans Guardian in March of 2020. It was like opening the "Who Wants to help Steve All You Can Eat Buffet!" I had more folks offering assistance to me, supporting me, guiding me then all three previous times put together. Chip Sanford, James Varela & Super Special Mandy "PAIGE" Blumer! You great folks were my pillar of strength and foundation of support! Great no, Outstanding communications with me every step of the way. An Enormous Support and Love of Veterans!

Thank you all so very much!! You have changed my life for the remainder of my life!

I am not going to put out the results but I will say Veterans Guardian more than doubled my Service Related VA Disability in about 3 months!

I will always and forever be graciously thankful to everyone at Veterans Guardian!! [« less](#)





Bob N Nov 6, 2019

Veteran Care Veterans Guardian

Veterans Guardians are Angels and Super Stars! They are a phenomenal group of professionals who truly worked hard in getting me the VA rating which I was eligible Army for as a Army Veteran who served proudly and honorably for my country (USA).

I have been trying to get VA to give me the VA rating I am eligible for since 1997 - yes, you are reading this correctly; 1997! For over 20 years, I've tried different offices, veteran groups, and when they all didn't work out; I did the process by myself. Nothing worked work for me. Then when I was down and exhausted from being turned down by VA every corner I went in, a Veteran friend came to me one day early May (2019) and told me about Veterans Guardian. When I contacted them that very day, the professional, ***** *****, who is a military spouse, made me feel at ease; I felt 20 years of devastating failures go away... I finally felt really good about what Veterans Guardian will do for me! I was right. They took the burden off my shoulders and put it on theirs (I felt that feeling with every Veterans Guardian professional that helped me!). 5 months after they took my case, my VA rating was increased to a 100%!

Ok, let's talk about the cost of their services. Yes there is a nominal fee for their services; after all they are an business owned and run by Veterans like you and I. I spend over 20+ years researching, talking, etc. All that time I spent was at least 12,300+ hours running into walls created by VA and also my inexperience in submitting claims, appeals, etc. All that time resulted in me being **frustrated** and not much to show - 27,000 hours is a lot of precious hours away from my family, my family pets, and friends. I cannot tell you how much money all those hours are worth, but I can tell you this. Veterans Guardian will do their superb job quickly at a fraction of the cost that I paid over the 20+ years I pursued getting the VA rating I am eligible for and came up empty handed. Any cost associated with their services is well worth their efforts and results!

Don't be like me and waste years and countless hours hitting a dead end when dealing with VA. I highly recommend the professionals at Veteran's Guardian to help you through the process of getting the VA rating you deserve. < less





Anthony Plymale Jun 20, 2020

Veteran Care Veterans Guardian

Very pleased with Veteran Guardian. I've been out for a little over 10 years and have spoken with the DAV, American Legion, and a few lawyers about wanting to begin my claim process with the VA. NONE of which were as organized and resourceful as Veteran Guardian. I went from no rating to 70% in four months. Highly motivated staff who want to serve those who have served. They are with you EVERY step of the way. Nicole and her partners are the most professional individuals I have come in contact with. I can not guarantee 100% satisfaction because every case is different HOWEVER, I can guarantee exceptional service! Will recommend their service to all Veterans. I will absolutely continue to work with them with future claims! Thank you Veteran Guardian! [« less](#)



Alfred Lindsey May 28, 2020

Veterans Guardian

I have fought an uphill battle for years with the VA. Given my Infantry background, retreat or surrender was never an option that I would consider. I began working with Veterans Guardian in late January of 2020 after being encouraged to do so by a lifelong friend who has witnessed the difficult times and the impossible times. I called that friend to thank him yesterday, because after these last few months with the help of the Veterans Guardian team, my battle with the VA has ended. This is a group of people that never stopped working toward the common goal, even through the COVID-19 pandemic and all the issues that came along with that, they remained vigilant and helped me every step of the way. This is a group of people that understand that TEAM is an acronym (Together Everyone Achieves More) and they know how to work with you as an individual. Everyone I dealt with was professional and they each helped me on a personal level as well. Christopher Williamson, Monica Goggin, Curtis DeBruhl, Barry Washington, James Varela, Michelle Davis, and Buddy Mackey. I have had conversations with each of you and everyone of you have made a positive impact on my life and for that I will forever be grateful. I know there are numerous people behind the scenes that have put in effort towards helping me and my fellow veterans as well and I want to extend a thank you to each of them. This fight has been worth the cost. I have some breathing room now, and I have your entire team to thank for it. Thank you. [« less](#)





Kathleen Candela Aug 27, 2019

Veteran Care Veterans Guardian

I am soo very thankful that I found Veterans Guardian. I got out of the Army a number of years ago and never filed anything. I finally decided to file some **claims** by myself through the Soldier support center on post and my **claims** were going nowhere and I was getting really frustrated since I was out of the army for so long I didn't have anyone to help. Luckily, an Army buddy of mine had recommended Veterans Guardian. From the initial meeting with them I felt such a relief that I will actually be able to file **claims** the right way with a huge team of professionals on my side. Not only were the people I worked with extremely nice and compassionate to speak with on the phone, these men and women were also all veterans or have spouses that served as well. It was especially nice to be assigned a female veteran to work with. Specifically I worked with Lisa Presley and Mindie Kuhns, these two ladies answered all of my endless questions, answered all my emails and phone calls even gave me their personal numbers. I felt like both ladies went above and beyond to get me the rating I deserved, I was happily surprised to learn about the rating they were able to achieve with me. Thank you soo much! This whole company is awesome, do not hesitate to use them, they will literally hand step you through each part of the VA claim processes which is very tricky and frustrating and you have to have things in order and written up professionally if you expect to have any positive results. I can confidently say I would still have a zero rating without using Veterans Guardian services. [less](#)



Randall Young Nov 30, 2019

Veterans Guardian

Got 30% on leaving active duty. Should have appealed it then. Years later my back and asthma etc. were much worse. Buddies convinced me to apply for an increase and the DAV helped a little with the forms but not much. Got to 60% and wanted to appeal. DAV advised me to go back to the same VA doctors and tell them they had to write me for a higher percentage! WHAT? Extremely frustrating! When I said that sounded unlikely they advised me to just "write it in my own words". Gave up on the appeal form after trying to fill out the medical conditions. Went to Veterans Guardian and they did EVERYTHING (asked me the right questions, filled out the forms and submitted them) for me and got me to 90%! And they are handling my current appeal now. Don't waste your time and get **frustrated**. Go to Veterans Guardian and tell all the vets you know to do the same thing! [less](#)





Arnold Allen Aug 16, 2020

Veteran Care Veterans Guardian

Veterans Guardian has been successful in getting me an initial increase with a roadmap to achieve more. This organization is veterans taking care of veterans, many have shared the same dirt and understand what it means to serve. I would highly recommend Veterans Guardian and their staff of experts and professionals that I have worked with. They are extremely knowledgeable in the VA Claims process, the team has helped to break down the VA Benefits Claims playbook in order to get me the VA compensation increase I deserve. If you are a veteran, and your VA Benefits Claim Increase submissions keeps getting stuck in the VA bureaucracy. Don't get frustrated, you just need to reach out the team at Veterans Guardian- they get it done. [« less](#)



Robert Scott Jul 24, 2018

Veterans Guardian

The best decision I ever made. I was trying to deal with the Va on my own and getting no where. So My younger brother who is a Air force vet has been dealing with the VA for over 8 **years** and getting no where. He found this organization and after drilling Scott all about the Veterans Guardian, decided to give them a chance to help him. Well in three months he got my brothers disability raised to 100 percent and also help his wife get her disability raised. So my brother called me and talked me into talking to Scott. Scott took my case and in three months got my disability raised. Not only was I in shock it was unbelievable. Everything Scott said to me on the phone the first day I talked to him he did. I can not say enough good things about Scott and the Veterans Guardians organization. They were very professional, very nice and guided me through the whole process and got me every thing they said they would. If your a Vet and struggling with the VA in regard to your disability I would suggest you contact Scott and he will help you with your claims. It would be like me the best decision you will ever make. I will end here and say Thank you Veterans Guardian (Scott) for all your hep and making my life a little bit better.

Robert Scott [« less](#)





Michael Brown Sep 13, 2018

Veterans Guardian

The best decision I ever made. I was trying to deal with the Va on my own and getting no where. So, I did some researching and came across this organization called The Veterans Guardians and after speaking Scott all about the Veterans Guardian, I decided to give them a chance to help me. Scott took my case and in three months got my disability raised from 30 to 80 percent. Not only was I in shock it was unbelievable. Everything Scott said to me on the phone the first day I talked to him he did. I can not say enough good things about Scott and the Veterans Guardians organization. They were very professional, very nice and guided me through the whole process and got me every thing they said they would. If your a Vet and struggling with the VA in regard to your disability I would suggest you contact Scott and he will help you with your **claims**. It would be like me the best decision you will ever make. I will end here and say Thank you Veterans Guardian (Scott) for all your hep and making my life a little bit better.



Del Williams Apr 18, 2019

Veteran Care Veterans Guardian

Any veteran knows that the Veterans Administration can be a confusing and frustrating organization to deal with. As a result, many veterans choose to forgo their disability **claims** rather than deal with the organization; enter Veterans Guardian. This is the single best experience I have ever had with any organization affiliated in any way with the VA or the military in the last 25 years. Confident and professional, they immediately went to work filing for the benefits that I was "medically and ethically entitled to." In just 58 days, from first contact to final VA decision, they had secured a 100% rating for me. Brianna and Mindie were respectful, confident and caring...a combination that is in short supply today. Often, you'll find great humans in the oddest of places, if you have the opportunity to talk with either of these ladies, you'll know what I mean. I am confident that they are representative of the entire Veterans Guardian team. If you are looking for a veterans consulting firm that cares about veterans and knows their way around the VA and the military, look no further! When Veterans Guardian is retained, it is not for the short-term, but rather for a lifetime; they make you part of their family. I enthusiastically give my strongest recommendation to the Veterans Guardian Team. [less](#)





Mike Ledford Jun 20, 2019

Veterans Guardian

The help that I have received from this organization thus far has been amazing. I have been trying to get reevaluated by the VA for **3 years** with nothing but obstacles wrapped in razor wire. Since reaching out to the Veterans Guardian Group, I have never been more optimistic about finally getting what I believe I deserve from the VA. I have dealt with several agencies trying to get some help battling the VA, the result is always the same... a slammed door which gets welded shut. Between Stacy, Ross and Joanne, I honestly believe I have a chance at success. Thank you all for your extraordinary assistance. I can never express how much I appreciate your help. To all of my fellow veterans, I urge you to call these warriors and let them get you what you so rightfully deserve! [« less](#)



Steven D Feb 28, 2020

Veteran Care Veterans Guardian

I can't thank Veterans Guardian enough! When I retired from active duty, I felt like the claim process was going pretty smoothly compared to the horror stories I had heard. My initial meeting with a VSO seemed promising and I thought I may be one of those exceptions that breezed through the VA system without issue. Upon my 2nd visit to my VSO, I realized that they new how to fax in my paperwork, but they did not have a lot of answers to my questions and they did not even remember what we were supposed to be working on during the 2nd visit. One of team members from VG that I knew from my active duty days reached out to me a few weeks before my 1-year mark for appeals. They answered all of my questions for me and were able to navigate the final appeals for me in the nick of time. They increased my rating from 90% to 100%. Later when the VA gave me issues regarding back pay, VG was able to help me through all of that confusion as well. I highly recommend using Veteran's Guardian to assist you with your VA Claim or increase. I am glad I did not have to do it alone or I would have definitely not received everything I was entitled to. A+. [« less](#)



 ★★★★★ Anthony Scroggins Aug 31, 2020 📍 Veterans Guardian

Christina "Christy" Acebedo!! I can only start off by telling you that she helped me go from 20%-80%, she was very helpful in assisting me with my claim. I had put in claims on my own before but once I asked the veterans guardian for their assistance, the results speak for themselves. I hope everyone that reads this gives them a try. I can definitely say it was worth it for me and I believe they will and can help many others after me. Thank you immensely Christy!! « less

 ★★★★★ Al Reynon Sep 11, 2020 👤 Veteran Care 📍 Veterans Guardian

During my 25 of retirement, I ventured down Veteran's Administration's rabbit hole of frustration twice which only garnered me a 30% disability rating. Coincidentally, at the 2019 Summer National Gun Show a brother veteran explained how a company he was affiliated with was certain to make a significant difference in my VA rating if I gave them a chance. Well, it took me a year, but I finally called Veteran's Guardian and spoke to Brianna, and by 7 July I was "All-in." Wouldn't you know it, just a month later, on 7 Aug, I confirmed on-line on eBenefits that the VA had granted me a significantly higher rating with a corresponding financial increase to boot! Thanks Veteran's Guardian! « less

 ★★★★★ Bryant McCullough Sep 18, 2020 📍 Veterans Guardian

Veterans Guardian is a very good company. If you know about doing any business with the VA you know that everything has to be correct or they won't help you. Vets guardian knows their stuff and got me approved for 100%. Thanks Vets Guardian.



 ★★★★★
Bradley Ahrensfield Jul 1, 2020

 Veteran Care  Veterans Guardian

Veterans Guardian helped me tremendously. The VA process is so difficult to navigate and doing it by yourself is a nightmare. Veterans Guardian helped me throughout the process every step of the way and prevail. With a special thanks to Nicole Douget, I felt like I finally had someone in my corner who really cared.

 ★★★★★
Cory Geiselman Apr 19, 2020

 Veteran Care  Veterans Guardian

I ran into so many dead ends dealing with the VA myself but Veterans Guardian was there to help! I will recommend Veterans Guardian to every veteran I know. Thank you so much for your help!

 ★★★★★
desiree birmingham Jun 2, 2020

 Veterans Guardian

I am so thankful for Veterans Guardian VA Claim Consulting. Before they assisted me, I was in a vortex of phone calls, failed online attempts to register for multiple websites. They made it streamlined for me. I felt I had an ally, rather than someone in the VA tree who simply said I had to go online, or go somewhere in person, no real direction. It took less time to receive my VA Rating that I've heard other Veterans who'd gone solely through the VA. Michele Davis, Samantha Kehoe, James Varela, Lyla Owens, and Jean Thompson were amazing with their knowledge and patience. Please forgive me if I left anyone out. [« less](#)





★★★★★

Duane H Sep 28, 2020

Veteran Care Veterans Guardian

These guys are worth every penny I tried to do it myself for years got denied for the longest, went from 20% rating to 80% in 3 months after filing. Veterans Guardian know their stuff I would recommend them to any veteran that needs help. Thank You guys for your help.



Recommended

Jose Alfonso Ortiz Apr 24, 2020

Veterans Guardian

Very friendly, I felt genuine concern from every employee I talked too, they where easy going and relatable, quick to get me answers, and explained the whole process. I had been trying for over a year to increase my rating, but would always get **denied** for lack of information, Veterans Guardian helped me complete every detail untill the claim was ready to be submitted. I am proud to say that I am now part of the 100% club, and all thanks to Veterans Guardian, again, thank you guys. [« less](#)



★★★★★

Ken Schiro Sep 29, 2020

Veterans Guardian

Sure you can contact the VA directly, but I have tried and failed as I needed more direction and guidance. VG gave that to me and was invaluable to my successful disability claim process.





★★★★★

Kelly Coleman Aug 31, 2020

Veterans Guardian

I had a great experience with Veterans Guardian. They are very professional and driven to support Veterans through the, often convoluted bureaucracy that the VA is, which can be frustrating to service members trying to get the compensation due to them for their sacrifice to the Defense of the Nation.



★★★★★

Richard Stickles Aug 5, 2020

Veterans Guardian

If you have been struggling with the VA and getting the run around or denials of your claim, PLEASE stop what you are doing and contact Veterans Guardian immediately. From start to finish and a successful appeal of my disability rating took about a month. The process is easy and Veterans Guardian has the experts and doctors on staff to get you what you deserve. I wish I would have known about this company years ago. Thank you Veterans Guardian! « less



★★★★★

Ricardo Balcazar Aug 20, 2020

Veteran Care Veterans Guardian

Outstanding service. This agency is for the veteran. I feel like the VA tries to discourage veterans from filing claims by continuously denying service connection even after you have submitted stacks of paperwork with proof. Any way, I'm truly grateful for the help I recieved.





★★★★★

eric hernandez Aug 24, 2020

Veteran Care Veterans Guardian

Friendly and well worth the time and money. I highly recommend Veterans Guardian to any veteran that needs help navigating through the endless red tape from the VA. We have all been to the VA and we all have had different experiences good and bad but mostly bad. Veteran Guardian will give you the tools and help you need to make it an easy and painless process. Thank you VG!



★★★★★

Mark Talley Jul 10, 2020

Veteran Care Veterans Guardian

After a decade of trying to navigate the veteran administration to get properly rated. Veterans Guardian helped me get my rating from 40% to 80% and it took less than three months. I cannot express my gratitude enough to Veterans Guardian for their help! I would recommend them to any veteran, they will take you the entire way, step by step, and get you what you deserve.



★★★★★

Kenneth Kraus Aug 28, 2020

Veteran Care Veterans Guardian

Veterans Guardian is the top-of-the-line Advocate for any Veteran seeking to deal with the V.A. They used every resource, factor and detail in presenting my case to the V.A. Their knowledge and experience dealing with the quagmire of V.A. is priceless. They keep the spirit of the fighting for the American Veteran alive. I wholeheartedly recommend them with total confidence. You will glad you allowed them handle your case. SEMPER FI!





Recommended

Eric Woody Aug 1, 2019

Veterans Guardian

What can I say, after 5 years of fighting with and being **denied** by the VA, Veterans Guardian finally brought me closure. I highly recommend this outstanding firm to anyone in need of professional, courteous, expeditious service. Veterans Guardian is as magnificent as the stars in the sky and one of the many bright shining stars there is Candace. She is truly an asset to your company and deserves all the accolades she can receive. Thank you Vetera... [more »](#)



★★★★★

Brent Fain Aug 3, 2019

Veterans Guardian

I found these folks at a time of need. I had several rejections with the VA on **claims** and I have a sickness that makes me very tired and I did not have the energy to pursue more **claims**. They took my records and concerns and put my **claims** together in a professional manner. I was awarded an increase in my disability rating due to their excellent presentations. A great and a trustworthy group.
Thanks!



★★★★★

Brad Greene Jan 11, 2019

Veterans Guardian

I was referred to Veterans Guardian by a friend after him hearing of my frustrations with the VA. I have to say I am extremely pleased that I took his advice. Joey and the Veterans Guardian team were able to help me accomplish in 3 months what I couldn't in 10 **years**. If you are tired of the run around and constant dead ends in dealing with the VA give the Veterans Guardian a call. They can and will help! Thank you Veterans Guardian, this means a great deal to me and my family! [« less](#)





★★★★★

Christopher Terhune Sep 18, 2020

Veteran Care Veterans Guardian

The team at veterans guardian are great !! Mr. Rodriguez and his team helped me get my rating from 20% to 100% after being **denied** multiple times through the VA. Thank you so much veterans guardian!



★★★★★

Bobby Jones Feb 18, 2020

Veterans Guardian

I began my quest for VA disability and of course you can only go so far and then you start getting rejection letters. After going to my local VA rep and them spinning their wheels. I spoke to a friend who recommended Veterans Guardian although the others were of no cost I am very pleased with all you all have done for me. Thanks, and yes the word will be passed on about your services.



★★★★★

Daryl Parker Feb 1, 2020

Veteran Care Veterans Guardian

Great company. Many dedicated employees. I was helped by Cory and Mickey. Both were very professional and treated me with class. My only **hope** was that I wished I had know of Veterans Guardian years ago. I had so many disappointing encounters with Veterans Administration. It's good to know there are veterans out there willing to help out other veterans.



★★★★★

Edward Nowak Jan 15, 2020

Veterans Guardian

They did a fantastic job, I was **denied** by the VA twice while trying to work through the system on my own. Once they took my case in 6 months my claim was approved by the VA.





Recommended

Evelyn Fernandez Aug 15, 2018

Veterans Guardian

I tried myself for years to get disability. I eventually got 30% only because i went through surgery, then i had surgery a second time which increased it to 50%. Still tried to increase it but kept getting **denied**. I dont know what made me walk into a gunshow one day and bump into Veterans Guardians in there, but thank God I did. In 2 short months I went from 50% to 90%. I am going to stick with them to get my last 10%. Thanks to Vets Guardian



★★★★★

georgehuerta Apr 16, 2020

Veterans Guardian

I was a bit skeptical at first as I thought I had exhausted all avenues to get the VA to listen. Veterans Guardian was with me the whole way and got me the additional % I had been fighting for over several years. The process was seamless and expedient. From start to finish, less than 3 months. Well done! Well done!



★★★★★

Ivan C Jul 22, 2020

Veteran Care Veterans Guardian

Outstanding Service. I will highly recommend this company to anyone. After years of battling the system they took care of the situation for me. Extremely professional. They kept me updated during the process and follow through until I was satisfied. This is a top notch organization.





James Williams Jun 30, 2019

Veterans Guardian

I couldn't thank Vet Guardian and the staff enough, I tried for 2 **years** to get my increase and was defeated everytime. But once I signed up with Veterans Guardian they provided me with the tools to get what I was deserved. Thank you to the entire staff, I hope you guys continue to be the amazing people you are and continue helping us veterans get what we are deserved.



John Rubino Jan 14, 2020

Veterans Guardian

My good friend and fellow Vet recommended Veterans Guardian (VG) after I shared with him that a claim I submitted was **denied** through the transition process when I retired in 2017. After speaking with the staff and team at VG they quickly walked me through a very thorough process of getting a solid claim in front of the VA. I was blown away at the response from the VA and what I was awarded as a result of a great package put together on my behalf by VG. They are amazing and I am so appreciative of their service and hard work on my behalf. [« less](#)



kurt rhodes Jul 1, 2019

Veterans Guardian

I have tried for **years** to get a rating, could only manage to get 0%. Used many different agency for that rating, Contacted Veterans Guardian and with in 6 months had a 70% rating. wish i would have found you **years** ago. I'm ready to go for the last 30%. Thank you.





Peter LLaguno Jul 25, 2019

Veteran Care Veterans Guardian

Veterans Guardian is absolutely the most professional staff, pricing and reliability for VA Claims. Veterans Guardian assisted by improving my rating I deserve. I spent **years** fighting the VA system and what Veterans Guardian achieved in 4 month I could not get the VA to do in **6 years!** I recommend every veteran to contact Veterans Guardian. They treat you as a Veteran and not just a number. I only wish I would have known Veterans Guardian sooner.



Scott Bullard Oct 30, 2018

Veteran Care Veterans Guardian

If you are a veteran and **frustrated** with the VA system, trying to find support or simply have questions regarding the VA claim process, PLEASE give Scott and his team the opportunity to serve you!! I'm incredibly confident that you will look no further. I am a combat vet that has been seperated from the military for over 24 years and never bothered to file a claim in what I already knew was a congested VA process because 1.) I didn't know where to start and 2). I didn't want to add insult to injury and give the VA the pleasure of denying me over and over. In other words, I was NEVER in the system!! Scott and his team easily consulted me through the process and in less than two months I was awarded a percentage that made me cry tears of joy, literally. Veterans Guardian is completely transparent in their process to help you file your claims and do not benefit at the slightest until you are awarded. What I love the most is your not just a number, your their #1 client! Again, give them a shot, their success rate speaks for itself!! < less





Terry Gaylord Aug 4, 2020

Veteran Care Veterans Guardian

The professionals at Veteran Guardian assisted me in increasing my disability rating from 10% to 70%. Year after year of getting turned down even though my pain level increased nothing. I called Veterans Guardian and 5 months later I'm finally getting the compensation I'm entitled to. Thank you Michelle for everything you've done for me.



Trey Harris Sep 15, 2020

Veterans Guardian

Vet's Guardian did in a month what I was not able to do in 2 years - raise my disability rating. Their process is easy to follow and they were with me every step of the way. I highly recommend Veteran's Guardian!



Paul Morrongiello Apr 7, 2020

Veterans Guardian

These guys are legitimate and were wonderful in helping me deal with the VA. After trying to get my injuries fixed and the VA doing nothing but offering a foot brace I gave up. Now I have a disability rating increase that will improve my quality of life and benefit my family. 10% became 70% THANKS VETERANS GUARDIAN!





Tyler Olson Aug 21, 2020

Veterans Guardian

Referred here by another Vet when my VSO Rep ghosted me. Very professional and helped get my disability increase and made the process a lot easier than it could have been.



Bobby Jones Feb 18, 2020

Veterans Guardian

I began my quest for VA disability and of course you can only go so far and then you start getting rejection letters. After going to my local VA rep and them spinning their wheels. I spoke to a friend who recommended Veterans Guardian although the others were of no cost I am very pleased with all you all have done for me. Thanks, and yes the word will be passed on about your services.



Randall Leggins Jun 17, 2020

Veterans Guardian

I've spent the last 13 years navigating the very complicated waters of the VA disability process trying to get an upgrade for my shoulder condition. I spoke with Veterans Guardian and in about 3 months I won't from 20 percent to 80 percent in my rating. I can't thank them enough and I would recommend them to anyone.



 ★★★★★
Zachary Johnson Dec 6, 2018 Veterans Guardian

Thank you Veterans Guardians. I got out in 2009 and have tried once to get an increase but got **denied** so I thought I was stuck. My girlfriends uncle told me about this group so i gave them a call. After 3 months and 2 appointments my rating went from 50%-80%. I worked with Joseph Armstrong and he was straight and upfront the entire time. They made dealing with the VA easy and helped every step of the way!

 ★★★★★
robert t Aug 1, 2019 Veterans Guardian

I am absolutely GREATFUL for everything this place has done for my family and I. For the last decade all I had received was a 10% rating for tinnitus! Dealing with all other issues I have been storing inside me for years, and when I tried to get help all I got were **denials!** TRUST ME, for all those who have doubts about this firm, DONT!!!! I got a 60% increase in just 2 months "WOW"! I have a couple of other issues and will be returning because this is your best hope, Ive tried to do it myself and was let down, and also tried to seek free VA service, what a joke along with 2 other Attorneys and they all sucked.! Thank you Veterans Guardians for your help and making me believe their are still people in this country who truly work and support our military. « less

 ★★★★★
Terry B Aug 13, 2020 Veterans Guardian

Very satisfied with the results I received. Have been trying for years for an increase, but always was denied. Contacted Veterans Guardian and got results in less than 3 months. Highly recommend this company to anyone looking for what they deserve.





★★★★★

Lady Tasha Mar 31, 2020

Veteran Care Veterans Guardian

Veterans Guardian truly is a Guardian for Veterans. I had applied for compensation increase twice over the past ten years and was declined. The professional service I received from my assigned team (Nicole, Michelle and James) was exceptional. Each one take care of my claim and processed it as if it were their own. I recommend this service to any veteran who is trying to get an increase. My compensation for the past 15 years has been 20%. I am more than happy with the final decision of this current claim submitted. This is a win win opportunity! [less](#)



★★★★★

Don M Jun 28, 2019

accounting Veterans Guardian

I was at my wits end on trying to get my disability rating changed after retiring from the Army after 33 years 3 months and 24 days of service. That was my reserve and active duty time. I had tried from 2005 to about 2007 to get disability and finally got 40%. I tried for the next two years to have it increased but to no avail. I just **gave up**. In 2019 I saw on facebook about vetsguardian. talked with my wife and decided to give you a call. I talked wit *** ***** for a while and he told my he would do whatever he could to help me out. Well, *** is a man of his word. He informed me of what all would take place and I agreed to get the ball rolling. This was on or about 6 June 2019. After several calls and emails, I completed my survey and sent back to ***. He said it could be about 3 to 4 months before we heard anything back. On or about 23 June 2019 I received a letter from the VA that said my disability rating was going to be 80%. Both *** and I were amazed things happened that quick. I felt a great relief and was proud of what vetsguardian did for me. I will be letting all my fellow service members who are having the same problems about vetsguardian. I am so thankful for *** and for ***** *****, in accounting, to make this such an easy process. Your group is the greatest and friendliest group of people to work with. Thanks again for the help and may God bless all who work for this group. [less](#)





Tisha Crawford Miller Jun 12, 2018

Veterans Guardian

I thought I could handle the VA **Claims** Process on my own, I could not have been more wrong. After so many unsuccessful attempts to get my husband the compensation he deserved, I was discouraged. I was given Scott's information and originally I was not a believer. Wrong again. Getting Scott involved was the best decision we ever made. He was with us every step of the way and did everything he said he would do for us and more. I'm not sure what we would have done without his help. Don't make the mistake I did of wasting time doing it on your own and getting nowhere...Stop what you are doing and call Scott and his team. You will not regret it!!! 5 Stars!!!! Now he is helping my Dad with his claim. I can honestly say I know the outcome will be the same, nothing short of excellence and the amazing feeling of knowing someone is out there fighting for what you are entitled to and deserve! ♦♦♦♦♦ « less



Recommended

Jo Rod Aug 22, 2020

Veterans Guardian

I already had a previous VA rating for which I was underrated. I tried filing claims on my own and had a little success, but was **denied** on one I met the criteria for and suffered from, but yet it was **denied** by the VA. I was frustrated but did not know how to go forward and simply accepted it. This was seven years ago. I then had a conversation with a retired Marine and he recommended Veterans Guardian. Within five months(from the phone call to them to my decision letter) they were able to get my claim put together correctly and as a result my rating nearly doubled. Everyone at Veterans Guardian was courteous, professional and handled business. I now recommend Veterans Guardian to every vet I speak with. Thank you Veterans Guardian, you definitely impacted my life. « less





David K Feb 28, 2019

Veterans Guardian

Finally someone was able to assist with me with disability claim. I was extremely frustrated with the VA and was not capable of navigating all of the paperwork and red tape. Even though I was certain my disability rating was not at all correct, I was about to give up. Veterans Guardian saved me and assisted me with filing my claim and now I am a lot closer to receiving the rating that I earned from my 22 **years** of active military service. I highly recommend the team at Veterans Guardian if you need help with the red tape. [« less](#)



Gary Feb 20, 2019

Veteran Care Veterans Guardian

This is an awesome company. As a veteran going back and forth fighting with the VA for over ten **years** with no results. I was about ready to give up. Then I heard about Veterans Guardian. I called and talked to a rep. that explained the whole process to me. Throughout the whole process I dealt with about three of their claims specialist and they were all great. I've also been to their office and met most of the staff. The entire process went smoothly. I started my claim process in November 2018 and I received in increase in my rating by the early part of February. I am also planning to go through another round with these folks. So to all the folks at Veterans Guardian Thank you for all you've done for me. [« less](#)





David K Feb 28, 2019

Veterans Guardian

Finally someone was able to assist with me with disability claim. I was extremely **frustrated** with the VA and was not capable of navigating all of the paperwork and red tape. Even though I was certain my disability rating was not at all correct, I was about to give up. Veterans Guardian saved me and assisted me with filing my claim and now I am a lot closer to receiving the rating that I earned from my 22 years of active military service. I highly recommend the team at Veterans Guardian if you need help with the red tape. [« less](#)



KGray Sep 10, 2019

Veteran Care Veterans Guardian

You know when you have injuries as a result of your service. You're not trying to get a handout when you apply for disability. After years of rejection, I **gave up** and confined myself to live with the chronic pain through meds that didn't work and office visits that brought no remedy. Then a fellow Veteran raved about the results he got using Veterans Guardian and urged us to have a look. It only took 6 months and a face-to-face consult to go from 0 to 50%. I am so thankful to my fellow Vet, God, and Veterans Guardian for helping me get the rating so that I can now get the medical attention needed plus compensation. [« less](#)





★★★★★

Jose Aug 22, 2020

Veterans Guardian

I already had a previous VA rating for which I was underrated. I tried filing claims on my own and had a little success, but was denied on one I met the criteria for and suffered from, but yet it was denied by the VA. I was frustrated but did not know how to go forward and simply accepted it. This was seven years ago. I then had a conversation with a retired Marine and he recommended Veterans Guardian. Within five months(from the phone call to them to my decision letter) they were able to get my claim put together correctly and as a result my rating nearly doubled. Everyone at Veterans Guardian was courteous, professional and handled business. I now recommend Veterans Guardian to every vet I speak with. Thank you Veterans Guardian, you definitely impacted my life. « less



★★★★★

J P Aug 3, 2020

Veterans Guardian

I have been fighting the VA for ten years. After the last round, wherein the VA rated me at 90% overall even though I had 170% total in individual service connected issues, I contacted Veterans Guardian. The examiners at the VA aggressively seek a way to refuse to acknowledge facts. Veterans Guardian helps you present the truth in terms the VA cannot argue or refute. I cannot recommend Veterans Guardian strongly enough.





★★★★★

Wen F Apr 2, 2020

Veterans Guardian

I was a little skeptical of VetsGuardian but it was one of the best choices I ever made. My original claim took over 2 years and the VA gave me the absolute runaround. I worked with ***** and he helped me every step of the way. He took the time to hear me out and advise me on the best way to proceed given the facts of my situation. My rating increased by a significant amount and it's all because of the VetsGuardian team. So Thank You *****... [more »](#)



★★★★★

Lance K Apr 7, 2020

Veterans Guardian

If you have ever dealt with the frustration and disappointment of having your VA claims denied or didn't receive the compensation you deserved than I highly recommend Vet Guardian. Their customer service, is highly professional. The process was quick and painless. I contacted Vet Guardian the end of Jan. By mid Feb they had my package completed and ready for me to submit to the VA. The VA received my package on Mar 2, scheduled my C&P on Mar 17th and closed my claim on Mar 31st. I went from 20 percent to 80 percent within a matter of a couple of months. Give them an opportunity to help you secure the rating you deserve! [« less](#)





Bruce Jun 4, 2020

Veterans Guardian

As a retired officer followed by 25 years as a technical writer, I did my own VA claims. I left active duty with a 40% rating and was able to obtain 90% but could not get to the 100% I felt I rightly deserved. Over the course of this time I had several claims **denied** with my most recent last 2 **denied**. I reached out to Veterans Guardian who looked at my total health picture and then determined what I should file a claim for. The Veterans Guardian provided me with the supporting data to complete, the doctor for me to see and the appropriate claim forms to complete. On 27 April my claim was received at the VA. The VA decision letter dated 27 May 2020 awarded me the claim and an overall 100% disability rating. WITHOUT A DOUBT I recommend Veterans Guardian to those who need the help. They were very professional and easy to work with. [« less](#)



Tammie S May 13, 2020

Veterans Guardian

I love these people they accomplished something that the DAV Couldn't do in many years, all I wanted was help, they gave it to me.





Richard Jun 30, 2020

Veteran Care Veterans Guardian

I have tried in the past to make claims for various ailments due to injuries sustained while in the military and was denied. Vets guardian has truly been very helpful with making progress towards helping me with my VA claim. I would recommend them to any veteran who needs help with their VA claim.



Allan S Aug 15, 2020

Veterans Guardian

Excellent Customer Service, most efficiently and effectively got the Job done. Years of fighting the the has finally come to the end with the help of the team at vetsguardian.com. If yur stuck in VA limbo and don't know what to do next give this crew of Professionals a call...



Mike May 10, 2020

Veterans Guardian

Veterans Guardian was extremely helpful during the difficult VA claims process. I tried for fourteen years to do it on my own and always got too frustrated and quit. I would highly recommend them to anyone struggling to get through the process.





★★★★★

TDoran Jun 24, 2020

Veteran Care Veterans Guardian

I would highly recommend that every Veteran who has been battling against the faceless, uncaring bureaucracy of the VA's Comp & Pen system, stop right now and contact Veterans Guardian ASAP!! They are very friendly, knowledgeable and most of all quick in handling your appeal and getting you the benefits that you have earned. I have been fighting with the VA for TWENTY-FOUR LONG YEARS!! I began my new claim with Veterans Guardian around the first part of March, and about 2 weeks ago I got a notification that my rating has finally been raised up to 100%. Now if I could only get the 2 additional back-to-back surgeries that I need to repair my failed spinal fusion from November 2017. The best part of all about my experience was that I learned a whole lot about many specific symptoms which I have been experiencing / suffering from for many years now which are directly related to my back problems, and without the help of Veterans Guardian I might never have realized it. Now, my only regret is that I didn't learn about and contact them several years ago. Thank you very much!!! « less



★★★★★

Mark S Aug 6, 2020

Veterans Guardian

After experiencing years of negative episodes associated to my situation and informed by a co-worker of the services provided Veterans Guardian, I decided to give them a call. Next to marrying my wonderful wife who has been putting up with me throughout the years, this has to be the best decision I ever made. From the initial call, though out the process, until I received the final decision, the team remained in contact with me and ensured that all my needs to file my claim was met. I highly recommend their services for anyone that is planning to file a claim. « less





Floridaman 91 Jan 14, 2021

Veterans Guar...

Just getting the ball rolling and already having a better experience with this group than I have with any **VSO**. A fellow vet referred me and I was a bit skeptical at first but Dreamma Gregory has already given me better advice than any **VSO** or fellow vet has these past two years on how to tackle these claims. I look forward to working more with this group in the future.



Steve McWilliams Feb 10, 2021

Veterans Guar...

The best decision I ever made was to go with Veterans Guardian! I had been working with a Veteran's Service Officer (**VSO**) for several months, and was getting nowhere. When I saw an advertisement on social media for Veterans Guardian, I was skeptical at first. After talking with Nicole Douget at Veteran's Guardian, she convinced me that they could help, and she laid out a path forward that was clear, concise and accurate. What I didn't realize was that I was getting a TEAM of knowledgeable professionals (Nicole, Lisa, Stacy, Allison and others) to help guide me through a very complicated process. Within a few short days of my initial engagement with them, the Team at Veteran's Guardian put together a thorough and complete package that went to the VA and got me a SIGNIFICANT increase in my compensation - less than 8 weeks, start to finish. I highly recommend Veteran's Guardian - they make the process simple, and get you the compensation you deserve! « less





Jeff Baker Feb 25, 2021

Veteran Care Veterans Guar...

When I first called Veteran Guardians in 2020, I had a service connected disability of 30% by utilizing a free **VSO** service through American Legion that exhausted all resources to obtain that rating. Thanks to Veterans Guardian, less than a year later I'm now increased to 80%!!! All the staff were exemplary and beyond my expectations. Please do yourself a life changing favor and call them ASAP without hesitation.



Recommended

Nolan White Mar 4, 2021

Veteran Care Veterans Guar...

I don't know about anyone else, but I have dealt with the **VSO** in all my claims. I have been denied and denied and denied. I was denied by comp and penn even when I had mental health letters of military related and connected issues. My **VSO** told me one day, there is nothing else to do. I randomly met another veteran while at work that told me about veteran guardian. I made the call and months later I got the approved rating the **VSO** told me nothing else will work. Any body that works for the VSO free for the veteran, I feel is NOT for the veteran. At least I didn't have them fighting for me like these guys. I feel that Veterans Guardian is truly for the veteran. « less





eebooday1 Aug 22, 2020

Veterans Guardian

I already had a previous VA rating for which I was underrated. I tried filing claims on my own and had a little success, but was **denied** on one I met the criteria for and suffered from, but yet it was **denied** by the VA. I was frustrated but did not know how to go forward and simply accepted it. This was seven years ago. I then had a conversation with a retired Marine and he recommended Veterans Guardian. Within five months(from the phone call to them to my decision letter) they were able to get my claim put together correctly and as a result my rating nearly doubled. Everyone at Veterans Guardian was courteous, professional and handled business. I now recommend Veterans Guardian to every vet I speak with. Thank you Veterans Guardian, you definitely impacted my life in a positive way. « less



Nicole El-Amin (Nikki) Apr 13, 2021

Veterans Guar...

I truly appreciate Vet Guardians for the assistance with my claim. I found them on Facebook and was skeptical at first because I have worked with many **VSO**'s but haven't gotten anywhere. After 2 months of working with them, I have received my disability increase. I went from a 30% rating to now 70% and will be working with them on my next claim. This has truly been a blessing and God send for my family and I as I have missed so many days from work dealing with my disability. Thank you so much Vets Guardian!!! « less



Russell B Jun 10, 2021

Veteran Care Veterans Guar...

Veterans Guardian VA Claim Consulting is the best!!! I did what I could with my **VSO**, but **VSO**s are so overwhelmed and therefore can only do so much. Veterans Guardian VA Claim Consulting gave me personal, one-on-one attention, coached me, and walked me through every step with the Veteran's Administration (VA). The results were better than I could have dreamed of!!! If you want to take the necessary steps to get what you believe you deserve from the VA and are stuck, give Veterans Guardian VA Claim Consulting a call. You will not be disappointed!!! « less





Rusty Bittle Jun 10, 2021

Veteran Care Veterans Guar...

Veterans Guardian VA Claim Consulting is the best!!! I did what I could with my **VSO**, but **VSOs** are so overwhelmed and therefore can only do so much. Veterans Guardian VA Claim Consulting gave me personal, one-on-one attention, coached me, and walked me through every step with the Veteran's Administration (VA). The results were better than I could have dreamed of!!! If you want to take the necessary steps to get what you believe you deserve from the VA and are stuck, give Veterans Guardian VA Claim Consulting a call. You will not be disappointed!!! « less



Rodney Kreps Jun 27, 2021

Veteran Care Veterans Guar...

The entire process was stress free, except obtaining information from the VA. All persons involved were very informative about what to expect and the length of time it may take for the process to be completed. Extremely compassionate people as well as professional. I highly recommend this organization over your **VSO**.



Kelly B Sep 10, 2021

Veterans Guar...

I got boosted to 80% from 40% within 2 months after trying **vso** and myself for years. If you're a vet these people are there for you step by step.





Recommended

Howard Finelt Sep 20, 2021

Veteran Care Veterans Guar...

After 4 year of working on my case alone or with a **VSO** I was rated at 60%; but with the evaluation of VG I was awarded an additional claim that brought me to 90%and recently through TDIU I was awarded 100%. Due in great part to their guiding, testing, reviewing, and getting the REQUIRED Nexus (IMO) that made it happen.

The who, what, where, why and when and HOW:

1. WHO IS VG; from people trained in great customer CARE to a process that assures meeting VA Standards for Service Connection and the NEXUS (IMO meeting current medical treatment to Independent Medical Opinion & Exam) and C-File reviews.

2. WHAT; VG provides a series of review sessions with their team so you always have someone who is in the loop and can see each step with another person is not in the office. They have the process to find the best avenue toward maximizing both the rating and the claim (or adjusting the claim). They have the IMO (Medical Opinion) network to meet the VA requirements or laws that meet VA .

3. WHERE: they know the in's and out's

They understand the inner VA works. Their people first and foremost help to evaluate your ratings reducing immediate stress levels (including not being understood) and create a feeling of confidence describing the process and time-lines.

4. HOW; their people are former VA and operate as a unit and separately for the appropriate claims.

5. WHY: They have the process, people, products (in the form of IMO confirmations. And they feel successful and confident.

6. WHEN: Timing is everything. Keeping the Veteran in the loop and having them send in the claim with all documentation step by step.

Thank you guys from the bottom of my heart.





Recommended

Chad Tietje Dec 29, 2021

Veterans Guar...

These guys know their stuff. They are faster and more thorough than you local **VSO**. Vets Guardian is for profit, but they only get paid if they get you an increase. **VSO**s are volunteers (which I'm grateful for) but they really have no skin in the game. These guys got me from 40% to 70% in about two months. Well worth it.



Recommended

Preston Phillips Feb 1, 2021

Veterans Guar...

I have used lawyers, **DAV**, and other organizations to fight for my increase for years, which resulted in decrease rather than increase. BUT ONCE I WENT TO VETERANS GUARDIAN, I GOT AN INCREASE IN LESS THAN 90 DAYS WITH ALMOST NO HASSLE!!! Thanks Veterans Guardian.



★★★★★

Chris F Feb 1, 2021

Veterans Guar...

This is a legitimate organization that did for me much more than **DAV** or any other organization. When **DAV** did nothing, they did something. Yes they are for profit. Yes. I owe them money now for the next 6 months. But I wouldn't have even got my rating upped to 70% had it not been for them. They are professional. I have yet to be billed, but if all goes well there, I can tell you this will be worth every penny spent! They DON'T ask for money up front. « less





Recommended

Robert Keith Fauscett Mar 4, 2021

Veterans Guar...

Years. Years it took fighting the VA. **DAV** even went with me to do an interview in Roanoke, VA. Stacks of records, military and medical. Even resulting in a liver transplant due to military malpractice. Fifty percent. I could no longer work and I got fifty percent. A friend told me about Veterans Guardian and I took a chance. I worked with them over a few months (very few) to put together an appeal. They came through. Eight weeks after my packet was submitted I received notification I qualified for 100% disability. They came through when others couldn't. Thank you Veterans Guardian. « less



★★★★★

Joyce Perry Mar 4, 2021

Veterans Guar...

I found veterans guardian by accident on Facebook. I decided I had nothing to lose I had gotten myself to 30 percent and I knew I rated more. I just didn't know where to start or how to prove my case. My local **DAV** office wasn't very helpful. Process started in December 2020 just got my new rating March 1,2021 I'm now at 70 percent. This is a life changer for me. Words cannot express how grateful I am. The staff knows the system and have a proven record to get you what you deserve. I would definitely recommend them. « less



Recommended

Joseph Rollins Sep 21, 2021

Veteran Care Veterans Guar...

They're fast and easy to work with. I've worked with many **VSO**s and have only been disappointed tremendously every time. After 25 years of fighting Veterans Guardian finally helped me to get what I deserved all these years. Thanks!!!!





Recommended

Dustin Linkins Jul 29, 2021

Veteran Care Veterans Guar...

I went with this agency with extreme anxiety and caution, thinking I'd just be another number. I was recommended by a friend to try them out. Without getting into the weeds of it, this organization got me from 50% over all to 80% over all VA rating. Yes you pay them 5 time your increase, but they did everything for me and walked me thru the process. The **DAV** and other organizations that are free don't have Doctors on call that know how to word things.

I will definitely be using them again once the smoke clears and I file for a increase for physical issues, since my mental issue are taken care of now. I had Amy as my initial representative, after that things were good but I had to remember that this is a marathon, not a sprint, I first called Veteran Guardian in April and I had my rating in July. The longest part was waiting on the VA, not this company. I'll be shooting for 100% workable now that I have confidence in this company. « less



Dan D Aug 15, 2021

Veterans Guar...

Couldn't ask for a better Veterans Organization! I'm a life member of **DAV**. I tried using **DAV** for my Claim for 6 months and no movement with my **DAV** rep. Two months after signing with Veterans Guardians I was rated 100% total and permanent! Highly recommend!!!! Thanks Veterans Guardians!!!





Nathan Z Aug 25, 2021

Veteran Care Veterans Guar...

This company is the best nation wide for disability claim assistance. I tried the **DAV**, Wounded Warriors, etc. and none come close to how VG assisted me. They were able to assist me in increasing my claim.

If you need help with a first time claim or an increase, please go with Veterans Guardian!



Clayton Ching Jul 26, 2021

Veteran Care Veterans Guar...

I can't believe what they accomplished in a month that I have struggled with for decades. I have fought with the VA for decades and got up to 60%. 4 years ago the **American Legion** helped me get to 90% which the VA later knocked down to 80%. Veterans Guardian in weeks helped me get to 100%!



scott connolley Sep 28, 2021

Veterans Guar...

Over the years I wasted my time with service officers from the **VFW**. Veterans Guardian staff was there to help. I will use them again if the time comes.





Richard Stump Jun 7, 2021

Veterans Guar...

EFFICIENT AND FAST. GOT MORE OUT OF THE VA IN 6 MONTHS THAN I HAVE IN 14 YEARS OR THE THE **AMERICAN LEGION** HAS IN 6 YEARS

Barry G Shultz just left a new review



Recommended

Barry G Shultz

I utilized this service and received a disability increase based on secondary issues. This organization knows their business. I highly recommend them over attempting to file your own claim. And I recommend them over your service organizations. You owe them nothing unless you get an approved rating or an increase. Their payment for services rendered is very reasonable and cheaper than a lawyer. They are a super advocate for veterans.





Marvin McBride Feb 8, 2022

Veteran Care Veterans Guar...

Successful upgrade from 70% to 90%. I could not have done it myself and I'm eager for their help with some of my orthopedic injury ratings. My VSO just gave me the bare minimum but these guys helped me in ways no one else has. They really understand what we as vets are dealing with how how to help.

I'm retired with over 26 years active duty and I have to admit I was skeptical at first because I've heard warnings from so called scammers but Veteran's Guardian are the real deal. I'm deeply thankful for their assistance! « less



Recommended Chad Kneller Feb 6, 2022

Veteran Care Veterans Guar...

Veterans Guardian is absolutely incredible with assisting Veterans in receiving benefits they are entitled too. I was extremely impressed with the way in which each department walked me through how to apply, file for and receive benefits. They informed me about claims that no VSO had even ever shared. Each department was extremely professional and managed expectations. When I was frustrated with one of the VA decisions Veterans Guardian coached me through how to appeal to a senior reviewer in which case I received a favorable response. You pay 0 until this organization gets results for you. I highly recommend to anyone who has served and is dealing with any type of service connected trauma, injury or pain. If it happened to you while serving then you deserve to be compensated for it and Veterans Guardian will walk you through the process A-Z. HIGHLY RECOMMEND!! « less



EXHIBIT 5



VETERANS GUARDIAN VA CLAIM CONSULTING, LLC

75 Trotter Hills Cir
Pinehurst, NC 28374

Our fee structure is simple and is based on the Veteran receiving an increase in their monthly compensation. First, we work strictly on a contingent basis and only charge a fee if the Veteran receives an increase in their monthly compensation from a claim we provided consulting services for.

- If the Veteran receives an increase in their VA rating and an increase in their monthly compensation then our fee is 5 months of the increase.

- As an example, if a Veteran comes to us rated 50% and is receiving \$1000 in monthly benefits and we help them get an increase to 70% and their monthly benefits increase to \$1500 then our fee is 5 times the \$500 increase for a total fee of \$2500.

- No fee is charged until the Veteran is receiving their increased monthly benefits. As an example a Veteran may get approved at the end of September but their increase in benefits will not start until November in which case they will not be invoiced until November.

- We offer three payment plans (1) Lump Sum with a 10% discount (2) a 5 month payment plan which equates to their compensation increase for the first 5 months and (3) a 10 month payment plan which equates to half of their compensation increase for the first 10 months. While these are our stated payment plans we are very flexible and routinely set up custom payments plans to meet the Veterans needs.

- This is a one time fee and once paid they enjoy their increased benefits for the rest of their lives

- We do not charge a fee for Back Pay. As an example if a Veterans claim takes 5 months to get approved and they get back pay to the submission date, that is solely the Veterans money with no impact on our fee.

- Additionally we have many cases where a Veteran will get an increase in their overall rating but no increase in their compensation and they are still not charged a fee. As an example we may help a Veteran get from an 85% overall rating (which pays at the 90% level) and get them all the way to 94% (which still pays at the 90% level) and not charge a fee because they did not receive an increase in their compensation.

- Additionally we only charge retired Veterans if they get to 50% because they are not receiving an increase in overall compensation until they qualify for Concurrent Receipt of Retirement and Disability Pay (CRDP). As an example if a retired veteran is originally rated at 10% and gets an increase to 40% there is no fee because the Veteran still does not qualify for CRDP and any increase in VA disability is deducted from their retirement.

- Bottom line is that any fee we charge is paid with money the Veteran was not receiving before and likely would not have received (or taken much longer to receive) without our assistance. As an example a Veteran who receives an increase and chooses the 5 month payment plan will still be receiving the same amount of money they were receiving before they came to us while they are making their payments and then will receive the increased benefits for the rest of their lives.

EXHIBIT 6

VA List of Veteran Service Organizations (VSOs) Providing Claim Assistance Is Overstated!

- 1) The VA claims there are 44 Veteran Service Organizations with 15,000+ representatives available to assist Veterans with claims.
- 2) However, the reality is starkly different:
 - 20 of the 44 VSOs no longer provide claims assistance or no longer exist
 - Of the remaining 24, only 5 have a true national capability
 - Of the 15,000+ representatives identified, many are counted against multiple organizations resulting in only around 8,000 unique representatives

National Capability

- Only 5 of the 44 VSOs have a significant capability to help nationally

Disabled American Veterans	Paralyzed Veterans of America	Veterans of Foreign Wars	American Legion	National Association of County VSOs
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Limited Representatives & Regions

- These 10 VSOs have limited representatives with an average of ~230 representatives
- However a most of these representatives are double counted against other VSOs
- These VSOs serve limited regions, on average half the states, ranging from 16 - 33 states

Fleet Reserve Association	AMVETS	Vietnam Veterans of America	The Retired Enlisted Association	Marine Corps League
Nat'l Assoc for Black Veterans	Wounded Warrior Project	Catholic War Veterans	American Ex-POWs	Blinded Veterans Assoc

Nominal Assistance

- 6 of the 9 VSOs in this category have 10 or fewer representatives
- These VSOs service very limited regions - in some cases only 1 state and at most 12

Jewish War Veterans	American Red Cross	African American PTSD Assoc	Polish Legion of American Veterans	United Spinal Assoc
Gold Star Wives of America	Legion of Valor of the USA	Navy Mutual Aid Association	Armed Forces Services Corporation	

No Longer Providing Assistance or No Longer Exist

Nat'l Vets Legal Serv Program	MOAA	United Spanish War Vets	Swords to Plowshares	American GI Forum	Army & Navy Union	Nat'l Vets Org of America	Defenders of Bataan & Corregidor	American Veterans Committee	AAFMAA
Assoc of Vietnam Veterans	Italian War Veterans	Eastern Paralyzed Veterans	Military Order of the Purple Heart	National Amputation Foundation	Veterans Assistance Foundation	Veterans of the Vietnam War	The Veterans Coalition	Veterans of World War I	Vietnam Era Veterans

RECOGNIZED SERVICE ORGANIZATIONS

Here is a list of national, regional, or local organizations which are approved to help people with their claims. You don't have to belong to one of these organizations to get their help, and they won't charge you a fee. If you're looking for one of these organizations and you can't find them in your phone book, you can call us toll free at 1-800-827-1000.

African American PTSD Association	Military Officers Association of America (MOAA)
American Defenders of Bataan and Corregidor, Inc.	National Amputation Foundation, Inc.
American Legion	National Association for Black Veterans, Inc.
American Red Cross	National Association of County Veterans Service Officers, Inc.
American Veterans Committee	National Veterans Legal Services Program
AMVETS	National Veterans Organization of America
American Ex-Prisoners of War, Inc.	Navy Mutual Aid Association
American GI Forum, National Veterans Outreach Program	Paralyzed Veterans of America, Inc.
Armed Forces Services Corporation	Polish Legion of American Veterans, U.S.A.
Army and Air Force Mutual Aid Association	Swords to Plowshares, Veterans Rights Organization
Army and Navy Union, USA	The Retired Enlisted Association
Associates of Vietnam Veterans of America	The Veterans Assistance Foundation, Inc.
Blinded Veterans Association	The Veterans Coalition
Catholic War Veterans of the U.S.A.	The Veterans of the Vietnam War, Inc.
Disabled American Veterans	United Spanish War Veterans of the United States
Eastern Paralyzed Veterans Association	United Spinal Association, Inc.
Fleet Reserve Association	Veterans of Foreign Wars of the United States
Gold Star Wives of America, Inc.	Veterans of World War I of the U.S.A., Inc.
Italian American War Veterans of the United States, Inc.	Vietnam Era Veterans Association
Jewish War Veterans of the United States	Vietnam Veterans of America
Legion of Valor of the United States of America, Inc.	Wounded Warrior Project
Marine Corps League	
Military Order of the Purple Heart	

Although agency titles vary, the following States and possessions maintain veterans service agencies which are recognized to help people with their claims. You can look in the **state government** pages of the phone book under "veterans" to see if your state has a Department of Veterans Affairs or Veterans Affairs Commission.

Alabama	Illinois	Nebraska	Puerto Rico
American Samoa	Iowa	Nevada	Rhode Island
Arizona	Kansas	New Hampshire	South Carolina
Arkansas	Kentucky	New Jersey	South Dakota
California	Louisiana	New Mexico	Tennessee
Colorado	Maine	New York	Texas
Connecticut	Maryland	North Carolina	Utah
Delaware	Massachusetts	North Dakota	Vermont
Florida	Michigan	Northern Mariana Islands	Virginia
Georgia	Minnesota	Ohio	Virgin Islands
Guam	Mississippi	Oklahoma	Washington
Hawaii	Missouri	Oregon	West Virginia
Idaho	Montana	Pennsylvania	Wisconsin
			Wyoming

Points to Remember:

- **If you want a representative, you should let us know who you want. We can send you the necessary forms to appoint your representative.**
- **If you want a personal hearing, you should write and tell us.**

ATTACHMENT A

JULY 8, 2022

WRITTEN SUPPLEMENTAL STATEMENT OF WILLIAM C. TAYLOR, LTC (RET) US ARMY
CO-FOUNDER AND CHIEF OPERATING OFFICER
VETERANS GUARDIAN VA CLAIM CONSULTING, LLC

PROVIDED FOR INCLUSION IN THE OFFICIAL RECORD OF THE COMMITTEE ON
VETERANS' AFFAIRS' SUBCOMMITTEES ON DISABILITY ASSISTANCE AND
MEMORIAL AFFAIRS AND OVERSIGHT AND INVESTIGATION APRIL 27, 2022 HEARING

At the April 27, 2022 hearing, I was asked by Ranking Member Mann whether “Veterans Guardian [has] ever received a cease and desist letter from VA?” Unofficial Tr. 103. In response, I stated, “Veterans Guardian has not received a cease and desist letter from the VA. We believe that we are providing effective service to our veterans and we have received extensive support from our clients, particularly through our reviews.” *Id.*

Following my testimony, your staff provided a January 16, 2019 letter from the U.S. Department of Veterans Affairs (“VA”), to which Veterans Guardian responded on February 10, 2019. I believed then and continue to believe now that I provided truthful testimony during the April 27, 2022 hearing that Veterans Guardian did not receive a cease-and-desist letter from the VA. However, I certainly appreciate that this is a subjective view and that reasonable minds can – and in this case do – differ on this point. Therefore, I take no issue with the Subcommittees’ characterization of the January 16 letter as a “cease-and-desist” letter, though this is not how I personally view the correspondence.

I look forward to remaining engaged and working with you and your staff as we continue to work on important issues for our Veterans.

Truth in Testimony Disclosure Form

In accordance with Rule XI, clause 2(g)(5)* of the *Rules of the House of Representatives*, witnesses are asked to disclose the following information. Please complete this form electronically by filling in the provided blanks.

Committee: U.S. House of Representatives Committee on Veterans' Affairs'

Subcommittee: Subcommittees on Disability Assistance and Memorial Affairs and Oversight and Investigations

Hearing Date: 04/27/2022

Hearing Title :

"At What Cost? -- Ensuring Quality Representation in the Veteran Benefit Claims Process"

Witness Name: William C. Taylor, LTC (Ret.) U.S. Army

Position/Title: Co-founder and Chief Operating Officer, Veterans Guardian VA Claim Consulting, LLC

Witness Type: Governmental Non-governmental

Are you representing yourself or an organization? Self Organization

If you are representing an organization, please list what entity or entities you are representing:

Veterans Guardian VA Claim Consulting, LLC.

FOR WITNESSES APPEARING IN A NON-GOVERNMENTAL CAPACITY

Please complete the following fields. If necessary, attach additional sheet(s) to provide more information.

Are you a fiduciary—including, but not limited to, a director, officer, advisor, or resident agent—of any organization or entity that has an interest in the subject matter of the hearing? If so, please list the name of the organization(s) or entities.

Yes, I am the co-founder and COO of Veterans Guardian VA Claim Consulting, LLC.

Please list any federal grants or contracts (including subgrants or subcontracts) related to the hearing's subject matter that you, the organization(s) you represent, or entities for which you serve as a fiduciary have received in the past thirty-six months from the date of the hearing. Include the source and amount of each grant or contract.

N/A

Please list any contracts, grants, or payments originating with a foreign government and related to the hearing's subject that you, the organization(s) you represent, or entities for which you serve as a fiduciary have received in the past thirty-six months from the date of the hearing. Include the amount and country of origin of each contract or payment.

N/A

Please complete the following fields. If necessary, attach additional sheet(s) to provide more information.

- I have attached a written statement of proposed testimony.
- I have attached my curriculum vitae or biography.

* Rule XI, clause 2(g)(5), of the U.S. House of Representatives provides:

(5)(A) Each committee shall, to the greatest extent practicable, require witnesses who appear before it to submit in advance written statements of proposed testimony and to limit their initial presentations to the committee to brief summaries thereof.

(B) In the case of a witness appearing in a non-governmental capacity, a written statement of proposed testimony shall include— (i) a curriculum vitae; (ii) a disclosure of any Federal grants or contracts, or contracts, grants, or payments originating with a foreign government, received during the past 36 months by the witness or by an entity represented by the witness and related to the subject matter of the hearing; and (iii) a disclosure of whether the witness is a fiduciary (including, but not limited to, a director, officer, advisor, or resident agent) of any organization or entity that has an interest in the subject matter of the hearing.

(C) The disclosure referred to in subdivision (B)(ii) shall include— (i) the amount and source of each Federal grant (or subgrant thereof) or contract (or subcontract thereof) related to the subject matter of the hearing; and (ii) the amount and country of origin of any payment or contract related to the subject matter of the hearing originating with a foreign government.

(D) Such statements, with appropriate redactions to protect the privacy or security of the witness, shall be made publicly available in electronic form 24 hours before the witness appears to the extent practicable, but not later than one day after the witness appears.

False Statements Certification

Knowingly providing material false information to this committee/subcommittee, or knowingly concealing material information from this committee/subcommittee, is a crime (18 U.S.C. § 1001). This form will be made part of the hearing record.

A handwritten signature in black ink, appearing to be "W. C. [unclear]", written over a horizontal line.

Witness signature

4/25/22

Date

FRAUD ALERT



US DEPARTMENT OF VETERANS AFFAIRS
OFFICE OF INSPECTOR GENERAL

VA Staff Can Help Stop Public Disability Benefits Questionnaire (DBQ) Fraud

The VA Office of Inspector General (OIG) seeks VBA employees' help in preventing public DBQ fraud. VBA staff and others helping veterans obtain benefits, such as veterans service organizations, play a key role in identifying and reporting fraud targeting VA and exploiting veterans. The OIG released a [September 2023 fraud alert](#) directing veterans to avoid individuals and entities not accredited by VA that attempt to obtain payment for assistance with getting DBQs completed by physicians and filing the initial related claim (often promising higher benefits or seeking excessive payments). VBA staff should be alert to and report when veterans say they are being charged high fees for help with completing DBQs or initial claim filing, or when public DBQs raise questions of authenticity or other red flags.



- Apparent alterations have been made to the DBQ, such as variations in fonts and sizes or signature tampering.
- Multiple DBQs use the same diagnosis and wording for different veterans on submitted paperwork.
- The veteran consulted a non-treating physician in person more than 100 miles away or in a different state.
- Veterans refuse to attend an in-person VA examination without providing a valid reason.
- Responses in the public DBQ suggest a substantial increase in the veteran's disability rating or a permanent and total disability evaluation, but there are no accompanying treatment records or supporting evidence.

(Note: These signs warrant further scrutiny by VA personnel but may not, alone, indicate fraud.)

Take Action:

- Review the overall evidence of record and if a public DBQ appears suspicious, or the veteran refuses to report for a VA examination without good cause, consider giving less weight to the DBQ when evaluating the claimed disability.
- Search VA's [database](#) to examine whether the veteran used an accredited representative.
- Research suspicious public DBQs, including whether the provider's National Provider Identifier number matches publicly available information and their license number exists and is in good standing.
- Request additional medical evidence or order a VA examination, as needed.
- Alert a supervisor and report suspicious activity to the VA Benefits Hotline at 1-800-827-1000. Suspected crimes should be reported to the VA OIG by submitting an online complaint at www.vaig.gov/hotline/online-forms.



- [VA OIG fraud tool kit](http://www.vaig.gov/crime-alerts-and-fraud-resources)
www.vaig.gov/crime-alerts-and-fraud-resources
- [VA's fraud prevention website](http://www.va.gov/VSAFE)
www.va.gov/VSAFE

**BE A
VOICE FOR
VETERANS
REPORT WRONGDOING**

SUBMIT A COMPLAINT

vaig.gov/hotline

(800) 488-8244

VA Inspector General Hotline (53H)
810 Vermont Avenue, NW
Washington, DC 20420

SCAN HERE FOR VA OIG HOTLINE



Department of Veterans Affairs (VA)
Response to Senator Tester and 30 Members' Questions
Regarding Enforcement of Existing Protections for Veterans Seeking Assistance
with Filing Initial Claims for Benefits and What Resources Are Needed to Enhance
Protections at the Federal Level

Question 1: What is VA's official position on contracts in which a veteran agrees to pay a product of the increase in future benefits?

VA Response: Under 38 U.S.C. § 5301(a), a contract with a claimant generally may not obligate that claimant to pay fees from their payments of Veterans benefits received from the Department of Veterans Affairs (VA). Generally, if not converted into investments and retained as bank deposits, a Veteran's VA benefits are protected by section 5301 from attachment, seizure or levy as a debt by creditors. Section 5301(a)(1) states that VA benefits remain exempt from claims of creditors and from any legal or equitable process "either before or after receipt by the beneficiary." Where a contract ties the existence and extent of a claimant's payment obligation to the award of VA benefits, it is logically construed as contemplating those benefits as the source of the payment, regardless of whether that premise is stated explicitly.

The statute allowing for the payment of fees to VA-accredited attorneys and agents for the preparation, presentation or prosecution of VA benefit claims from past-due benefits, 38 U.S.C. § 5904, is considered an exception to the prohibition on assignments set forth in section 5301(a)(1). But, under current law, even this exception does not go as far as to allow for an attorney or agent to contract for the payment of fees from a claimant's future benefits.

VA did not reference 38 U.S.C. § 5301(a) in VA's views on the draft bill titled, "Preserving Lawful Utilization of Services (PLUS) for Veterans Act of 2023," because if the draft bill were to be enacted into law, the courts would likely also treat its language expanding section 5904 to allow for additional fees to be charged to claimants—to include payment from future payments—as part of the exception to the section 5301(a).

Question 2: If the above contracts are a violation of the assignment of benefits under section 5301 of title 38, what if any remedy or enforcement is there? Is it limited to civil enforcement by the veteran?

VA Response: VA's authority to enforce 38 U.S.C. § 5301(a) is limited to the Department's ability to decline to give effect to any prohibited assignment if there is an attempt to direct VA to deposit payment into an account controlled by a third party (instead of by the Veteran or other intended VA beneficiary). Most of the unrecognized companies avoid involvement with VA by collecting payment on their contracts directly from the Veterans, rather than from VA.

VA believes that others may also be able to utilize section 5301(a) as an enforcement tool in, at least, two ways. First, section 5301(a) may potentially be invoked as an

affirmative defense by a Veteran or a VA beneficiary in a collection or contract matter. See *Porter v. Aetna Cas. & Sur. Co.*, 370 U.S. 159, 159-60 (1962). Second, section 5301(a) may potentially be used in conjunction with other provisions by state and Federal enforcement entities in their prosecutions. Section 5301 has been used in the past as a valuable tool in conjunction with other laws to provide remedies against companies who knowingly executed agreements with Veterans that included an assignment of benefits that was prohibited by section 5301. See, e.g., *Henry v. Structured Investments Co.*, No. 05CC00167, 2012 Cal. Super. LEXIS 20722 (Cal. Super. Ct., Orange Cty. (Jul. 12, 2012)) (ruling that “Annuity Utilization Agreements” pertaining to VA benefits and executed by members of the plaintiff class were assignments in violation of Federal law, including section 5301, and thus prohibited and unenforceable, and then awarding money damages for violation of California's Unfair Competition Law).

Question 3: If VA believes these contracts are a violation of assignment of benefits, why is VA not enforcing that law on existing contracts?

VA Response: Please see VA’s response to Question 2.

Question 4: Has VA ever sent a cease-and-desist letter to an individual or company for assignment of benefits in a contract?

VA Response: Yes, VA’s Office of General Counsel (OGC) can confirm that letters have been sent referencing possible violations of section 5301(a). However, data on the specific number of letters that reference section 5301 is not readily retrievable from OGC’s data tracking system.

Question 5: Without re-instating criminal penalties for violating VA’s accreditation scheme, what else can VA do aside from sending a cease-and-desist letter and or referring it to a state law enforcement agency?

VA Response: VA is working across the Department and with external partners to better detect and disrupt financial exploitation. In addition to sending warning cease-and-desist letters and referring matters to state enforcement entities, OGC also refers matters to Federal investigative and law enforcement entities, such VA’s Office of Inspector General, the Department of Justice and the Federal Trade Commission. Since 2017, OGC has referred 9 separate matters to these various Federal enforcement entities for action.

VA’s Veterans Experience Office has established the Veteran Scam and Fraud Evasion (VSAFE) Integrated Project Team (IPT), which is a Department-wide team that aims to develop long-term solutions to combat potential fraud through knowledge-sharing and the implementation of best practices. Recently, the VSAFE IPT developed several targeted communications and campaigns to educate and warn the Veteran community about the fraud schemes and unsavory predatory practices that affect Veterans’ lives daily, including a one-page infographic that can easily be shared within the Veteran

community, a more robust fraud prevention booklet on how to identify and report potentially fraudulent schemes, and a centralized webpage that makes it easy for the Veteran community to electronically connect with VA on this important issue.

Moreover, VA, in partnership with the Department of Education, Federal Trade Commission, Social Security Administration, Consumer Financial Protection Bureau, State Department and Department of Defense, is working to develop new consumer education initiatives, consolidate fraud reporting processes and provide more rapid responses to fraud attempts against Veterans and military personnel.

Question 6: Is there anything VA can do without further legislation to enforce its accreditation?

VA Response: No. VA’s enforcement authority is limited when addressing allegations about non-accredited individuals or organizations engaging in misconduct or charging improper fees for the preparation, presentation and prosecution of Veterans benefits claims. See 38 U.S.C. §§ 5901, 5904(c)(1). Aside from actions that VA is already taking, such as sending cease-and-desist letters, referring matters to state and Federal enforcement entities for possible investigation and/or prosecution, conducting outreach to the Veterans community and coordinating with Federal and state stakeholders to improve collaboration, VA cannot do anything more without further legislation that would provide the Federal government additional enforcement tools.

Beginning in fiscal year 2018, and every year thereafter, VA has proposed legislation that would reinstate the penalties for directly or indirectly charging or receiving any fee or compensation with respect to the preparation, presentation and prosecution of claims for VA benefits except as provided by law. Prior to 2006, section 5905 of title 38 authorized penalties for this range of conduct related to fees and compensation for representation on claims for VA benefits. However, current section 5905 only authorizes penalties for wrongfully withholding from a claimant or beneficiary any part of a benefit due to the claimant or beneficiary, a circumstance that rarely arises. From 2018 through 2022, over 40% of the complaints received by OGC’s Accreditation, Discipline and Fees (ADF) Program were against unaccredited individuals and organizations. The existence of a Federal criminal prohibition would provide a significant and consistent deterrent against bad actors, providing another layer of protection to Veterans.

Question 7: What is VA’s definition of preparation, presentation, and prosecution of claims?

VA Response: In practice, VA’s OGC generally determines whether specific activity is included within the “practice before VA” and/or the “preparation, presentation and prosecution of a claim” on a case-by-case basis through the examination of the following questions:

- (1) Has the Veteran or beneficiary expressed an interest in filing a VA benefit claim?

- (2) What are the services being provided to the Veteran or beneficiary, and do those services have significance beyond entitlement to VA benefits?

Consistent with this analysis, and in an attempt to be helpful to both Veterans and companies that may be trying to figure out whether they are operating within the confines of the law, OGC has explained on its frequently asked questions webpage located at https://www.va.gov/ogc/accred_faq.asp that the phrase “practice before VA” is intended to both incorporate and clarify the meaning of the phrase “preparation, presentation and prosecution of claims,” and the variations thereof that are used within the relevant statutes and regulations governing representation. More specifically, OGC explains that the phrase “practice before VA” signifies the preparing, presenting or prosecuting a claim for benefits under the laws administered by VA. OGC further informs that preparing a benefits claim generally includes, but is not limited to, consulting with or giving advice to a claimant or potential claimant in contemplation of filing a benefits claim, gathering evidence in support of a benefits claim on behalf of a claimant or potential claimant, or filling out VA forms for their submission to VA. Likewise, OGC informs that presenting and prosecuting a benefits claim generally includes, but is not limited to, filing, or pursuing in any way, an initial claim for VA benefits, a request for further review of a decision by the agency of original jurisdiction, or an appeal to the Board of Veterans' Appeals. Moreover, OGC cautions that services that strongly suggest the “practice before VA” are those that would have no value or purpose, or very little value or purpose, outside of VA’s adjudication process for benefits claims.

OGC is also considering revising its part 14 regulations that generally govern the accreditation of individuals who assist Veterans with their VA benefit claims to include a definition of the “practice before VA,” which would incorporate, and explain, what is included in the phrase “preparation, presentation and prosecution” of Veterans benefits claims.

Question 8: At what point does third party medical evidence become preparation of a claim?

VA Response: The roles of the medical provider and the role of the VA-accredited representative (attorney, agent, Veteran service organization (VSO) representative) are separate and distinct within the VA adjudication scheme. The medical provider is the expert witness who provides their objective opinion on which the VA decisionmakers can base their decision. The VA-accredited representative is the one who prepares, presents and prosecutes the claimant’s claim and in doing so advocates on the claimants’ behalf.

However, the role of a “medical consultant”—rather than a medical provider—is more similar to the role of a VA-accredited representative. A medical consultant—meaning someone who assists in evaluating the medical aspects of a potential benefits claim and/or assists with preparing the medical issues involved for submission in the case—would be participating in “claims preparation.” Accordingly, the medical consultant would

be obligated to adhere to the statutes and regulations requiring VA accreditation and limiting when fees may be charged to a claimant and the amount that may be charged.

Question 9: Do medical providers need to become accredited if they are assisting with medical evidence as part of an initial claim?

VA Response: No. Medical providers do not need VA accreditation to provide medical opinions or fill out VA's Diagnostic Benefits Questionnaires (DBQs). Just as VA medical providers or contract medical providers would be providing medical services under their medical license when they provide VA medical opinions and evaluate DBQs, so would private medical providers when completing those same tasks.

Question 10: What consequences does VA see if Congress authorized accreditation for assistance with initial claims?

VA Response: Under current law, VA is authorized, pursuant to 38 U.S.C. §§ 5902-5904, to recognize certain organizations and individuals for the purpose of preparing, presenting and prosecuting VA benefits claims before the Department. Such recognition includes authorization to assist on initial claims as well as the authorization to assist on the further review of, submission of additional evidence for, and appeals of claims. The majority of the claims services provided on initial claims are performed by VSO representatives who may never charge a fee for their services. See 38 U.S.C. § 5902(b)(1)(A). VA-accredited attorneys and claims agents are also permitted to provide services on initial claims, but they are only allowed to charge a claimant a reasonable fee for their services provided after VA has issued its initial decision on the benefits claim. See 38 U.S.C. § 5904(c)(1). Most VA-accredited attorneys and agents choose to begin their representation when they are able to charge fees for their services. To the extent that Question 10 is intending to ask about the potential consequences that VA foresees if Congress were to enact legislation authorizing VA-accredited attorneys and claims agents to charge claimants fees when assisting them on their initial claim, VA offers the explanation below.

- **A smaller amount of the benefits that are earmarked for the Nation's Veterans will be directed to them.** Under current 38 U.S.C. § 5904(c)(1), no one may charge for assistance with initial claims. That limitation has been in place for decades for a logical and noble reason, which is to ensure that Veterans' benefits are going into Veterans' pockets to the largest extent possible. The VA adjudication system is designed to be uniquely weighted in favor of Veterans and in favor of granting claims wherever possible, with VA assisting in developing evidence to support the claim and with VA's guiding policy to grant every benefit that can be supported in law. In that environment, if VA grants a Veteran's claim on the first pass, the Veteran should be entitled to enjoy the full measure of those earned benefits without having to divert any of them unnecessarily to an attorney or agent. That is balanced by allowing attorneys and agents to provide services for a fee after the first denial. In short, the system is designed to maximize grants and to ensure that Veterans whose claims are

granted on initial review will get to keep and enjoy the full measure of their earned benefits. A high percentage of initial claims are going to be granted by VA, with or without the assistance of attorneys and agents. Therefore, if the law were changed to allow attorneys and agents to charge fees on initial claims, it would be relatively easy for an attorney or agent to profit by signing up claimants and letting the system operate the way it normally would. For reference, in fiscal years 2022 and 2023, the overall grant rate of initial claims was approximately 83%. In contrast, although the charging of fees is permitted for initial claims in the Social Security Administration disability benefits adjudication system, the approval rate of initial claims is less than 40%—significantly lower than the 83% in VA's system.

- **Additional resources would be necessary to oversee VA accreditation and to process complaints relating to representation.** If fees were permitted to be charged for preparation on initial claims, many more individuals, who are currently operating outside of the VA accreditation system, would likely then seek accreditation. While this would give OGC's ADF Program the opportunity to have more oversight over their activities because they would then be subject to OGC's monitoring and disciplinary regulations, such oversight would require many more resources than are currently available to the ADF Program. Additionally, it is likely that many of those seeking accreditation to provide services at the initial stage of a VA claim would be seeking accreditation as claims agents. Far more is required to accredit a claims agent, including background checks, references and the administration of the accreditation examination to ensure competence, than is required to accredit an attorney, for whom we rely on the respective state bar who has admitted such attorney, or a VSO representative, for whom we rely on the VSO to certify that the potential representative has good character and is fit to represent before the Department. Allowing fees to be charged at the initial stage of the claim would also likely increase the number of complaints that are filed with OGC relating to representation. Additional resources would be necessary to initiate the additional inquiries, hold hearings to ensure due process and decide whether discipline should be taken against the VA-accredited individuals.
- **Additional resources would be necessary to regulate and administer the proper payment of fees.** Both the Veterans Benefits Administration (VBA) and OGC would require additional resources to regulate and administer the payment of fees on initial claims. Allowing fees to be paid on initial claims would significantly increase the number of fee agreements that are collected by VA. Depending on the fee structure, this could significantly increase the number of instances in which VBA would be called upon to administer fee payments from the claimant's earned benefits and in which OGC would be called upon to review the reasonableness of the fee charged to the claimant.

In addition, VA has other concerns that would heavily depend on the different fee structures that could be proposed. For instance, a fee based on a product of the

monthly benefits award, such as 5 times, or 500% of, the amount of the monthly increase of benefits awarded on the basis of the claim, would likely be unreasonable, or worse, predatory. As an example, for a case in which a Veteran with a spouse and a child was awarded service-connected disability compensation at a rate of 40% disabling, 5 times the monthly benefit payment under current law would be \$3,950. The work required by an attorney or agent to prepare such a claim could be relatively simple. In establishing a standard of five times the increase in a monthly benefit payment, Congress would essentially be setting the market rate and sending a message that such an amount is fair to Veterans, without a history of a fair market value. VA cannot support that message.

Further, a flat fee limit, such as a cap of \$12,500, for services provided on an initial claim seems excessive and thus unfair to Veterans. VA data for the past 5 years indicates that fees paid directly by VA from claimants' past-due benefits (based on fee agreements for 20%, or infrequently less than 20%, of the past-due benefits) have averaged \$8,129.21 per award. Notably, that is for services provided in cases where VA has denied the initial claim, which generally would be fewer and more difficult than unadjudicated initial claims. Providing a cap on fees will likely set the market rate for services at that level. (As a point of reference, most current fee agreements for services before VA provide for a fee of 20% of past-due benefits, stemming from the statutory presumption that a fee of 20% or less of past-due benefits is presumed reasonable.)

Question 11: Does VA believe the above consequences outweigh continuing without criminal penalties?

VA Response: To the extent that you are asking whether VA would prefer that Congress either: (1) permit the charging of fees on initial claims and reinstate the penalties from the prior version of section 5905, or (2) maintain the current fee structure and not reinstate penalties set forth in the prior section 5905, VA does not have enough information about the fee structure contemplated in the first scenario to properly assess this question. However, VA generally would not recommend revising the statutes governing when fees may be charged and the amount of such fees within the VA adjudicative scheme until VA has the opportunity to opine on the contemplated fee structure. VA believes that the concerns noted in the response to Question 10, above, along with the concerns identified in VA's views on the PLUS Act, amply support this position.

Question 12: How many letters has VA sent to unaccredited individuals and companies since January 2023?

VA Response: VA has sent a total of 10 letters to unaccredited individuals and companies since January 1, 2023.

Question 13: Have any of those letters resulted in the ending of an illegal practice?

VA Response: In response to the cease-and-desist letters identified in response to Question 11, OGC has received 3 responses. Of those responses, two indicated that they would stop their current business practices, and one indicated their belief that they are not violating the law.

Question 14: What resources short of re-instatement of penalties does VA need to prevent unaccredited individuals from contracting with veterans?

VA Response: In addition to VA's legislative proposal requesting that Congress reinstate the penalties for receiving fee with respect to the preparation, presentation and prosecution of claims for VA benefits except as provided by law, VA has put forth two other legislative proposals relating to VA accreditation and fees for Congress' consideration.

VA has proposed legislation that would amend sections 5902 and 5904 of title 38, United States Code, to increase the assessment amount that VA may collect when it directly pays fees for representation to accredited agents and attorneys and to authorize a reasonableness review assessment each time a fee agreement is reviewed by OGC and the fee is determined to be unreasonable or excessive. The proposed legislation would also establish a limited transfer authority to defray costs incurred by OGC in carrying out the ADF Program from funds appropriated, or otherwise available, to the Department for administrative expenses for Veterans' benefits programs. Such amendments would provide greater access to funds to cover administrative and operating expenses incurred by OGC with respect to the accreditation and oversight of VA-accredited individuals.

VA has also proposed legislation that would amend section 5904 to permit VA to only authorize individuals who are sponsored and directly supervised by a VA-accredited attorney to become accredited as claims agents. This change would align the qualifications for claims agents to practice before VA with the qualifications for non-attorney practitioners to practice before the U.S. Court of Appeals for Veterans Claims. VA believes this proposal would help improve the timeliness of OGC's review of accreditation applications, reduce the number of complaints filed with OGC about representation and result in overall greater satisfaction of Veterans with the services provided to them by VA-accredited individuals.

**Department of Veterans Affairs
November 2023**



Public Disability Benefits Questionnaire (DBQ) Fraud Schemes

The VA Office of Inspector General (OIG) seeks your help in preventing DBQ fraud schemes targeting veterans.

Public DBQs are medical forms that veterans submit to their healthcare provider (within VA or in the community). The information from the healthcare provider helps VA evaluate disability benefit claims from veterans. DBQ fraud schemes include attempts to obtain payment from veterans for assistance with getting DBQs completed by physicians and filing the related claim, even though **free services are offered through VA and its accredited individuals**.

All veterans should be aware that no-cost assistance is available for filing *an initial* application for benefits. (Note, however, that fees may properly be charged for *appeals* of VA initial decisions.) It is not appropriate for any unaccredited “claims consultants” or representatives to charge veterans a percentage of future payments or fees to assist with filing initial benefit claims. Veterans should decline assistance from anyone proposing such an arrangement. These unaccredited individuals may improperly promise to send veterans to private healthcare providers that will increase the chance for successful decisions or higher benefits, or inappropriately advise veterans to avoid exams from a VA provider. Veterans should never agree to have their VA benefit payments directly deposited into the bank account of a claims consultant.



- Individuals or businesses charge veterans a fee or a percentage of monthly benefits for assistance in getting public DBQs completed by healthcare providers or for submitting the resulting claim for VA benefits.
- Unaccredited individuals guarantee a large increase in the veteran’s military service-connected disability rating that would lead to larger monthly monetary benefits. Only VA can determine disability ratings.
- Healthcare providers charge a fee with promises they can find a diagnosis or exaggerate an existing medical condition to secure a successful claims decision or a higher rating than the evidence warrants.

Take Action:

- Search VA’s [database](#) to ensure you are using an accredited representative.
- Work with the identified accredited representative when submitting public DBQs to physicians or claims to VA.
- Verify with accredited representatives in advance any potential charges (such as those related to filing an *appeal*). Accredited representative fees that seem excessive may be challenged by filing a motion to review with VA ([Accreditation, Discipline, & Fees Program - Office of General Counsel \(va.gov\)](#)).
- Ensure only accurate information regarding your disability claim is provided to VA. Knowingly providing, or having false information provided to VA on your behalf, may be a violation of federal law.



- ✓ [VA OIG fraud toolkit](#)
- ✓ [Accredited Representatives Information](#) (for information on their role in claims process)

VA OIG

Online: va.gov/oig/hotline
Phone: (800) 488-8244 | Fax: (202) 495-5861
Mail: VA Inspector General Hotline (53H)
810 Vermont Avenue, NW
Washington, DC 20420

**BE A
VOICE FOR
VETERANS**
REPORT WRONGDOING

“SecVA Fraud Prevention Message”, November 15th, 2023. YouTube.com page for VA.

 SecVA Fraud Prevention Message

Additionally, as stated last week, the Beard v. Veteran Guardian case has NOT been dismissed. The rampant and unapologetic lying by Veteran Guardian was on full display at the study meeting by them making statements as if the case has been dismissed. To date, there are no outright dismissals of any of their cases in federal court (to include the whistleblower employee case attached here). Below is a message from the Attorney in the Beard AND Ford cases against Veteran Guardian.

"Our case is not dismissed: first depo is set for October 7th, 26(f) report filed, Plaintiffs' first discovery served, defendant's first discovery served, initial disclosures served, protective order in place, full steam ahead. The Patterson case had some counts and individual defendants dismissed. Beard and Ford counts remain intact, both of those motions to dismiss were denied in full."

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

ERIC BEARD)	
)	
Plaintiff,)	
)	
v.)	1:23-CV-1080
)	
VETERANS GUARDIAN VA)	
CLAIM CONSULTING, LLC,)	
)	
Defendant.)	

ORDER

This matter is before the Court on defendant’s motion to dismiss for failure to state a claim. The complaint adequately alleges that the defendant acted as an agent in the preparation of the plaintiff’s claim in violation of federal law, 38 U.S.C. § 5901, and states claims under the cited state laws. To the extent the plaintiff contends the defendant does not have to act as an agent to violate federal law, the statute says otherwise. So construed, it is highly unlikely there is a First Amendment problem. In any event, the defendant’s arguments and defenses are better addressed on a developed factual record.

It is **ORDERED** that the defendant’s motion to dismiss, Doc. 14, is **DENIED**.

This the 16th day of July, 2024.



 UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION**

ERIC BEARD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

VETERANS GUARDIAN VA CLAIM
CONSULTING, LLC,

Defendant.

Case No.: 1:23-cv-1080

COMPLAINT -- CLASS ACTION

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Eric Beard (“Plaintiff”), individually and on behalf of all others similarly situated, alleges the following based on personal knowledge as to himself and on the investigation of his undersigned counsel as to all other matters, and brings this class action against Defendant Veterans Guardian VA Claim Consulting, LLC (“Defendant” or “Veterans Guardian”).

I. NATURE OF THE ACTION

1. This case is about illegal fees charged to disabled United States Military veterans by an unaccredited North Carolina-based company, Veterans Guardian. The fees are extracted from victims’ Disability Compensation benefits paid through the United States Department of Veterans Affairs (the “VA”). Contrary to its name, Veterans Guardian preys on disabled veterans by unfairly taking tens of millions of dollars of their

disability benefits in violation of Federal law and is a *per se* violation of the North Carolina Unfair and Deceptive Trade Practices Act (“UDTPA”).

2. VA Disability Compensation provides a monthly tax-free payment to veterans who became sick or injured while serving in the military and to veterans whose service made an existing condition worse.¹

3. For VA Disability Compensation, the VA rates veterans’ disabilities on a scale from 0% to 100% in 10% increments (*e.g.*, 10%, 20%, 30%).²

4. VA Disability Compensation can be increased to compensate for dependents such as a spouse, parent, or child.³ Depending on the circumstances, VA Disability Compensation can exceed \$4,000 per month.

5. To obtain VA Disability Compensation, veterans must file a claim with the VA. There are many Veteran Service Organizations (“VSOs”) who assist veterans in filing their disability claims, *without charge*. Some of the most well-known VSOs include The American Legion, Veterans of Foreign Wars, Disabled American Veterans, among many other reputable organizations made up of VA accredited claims representatives.

6. Each of these organizations were stakeholders in the implementation of the Veterans Appeals Improvement and Modernization Act of 2017 which helped to dramatically reform and simplify the processes and procedures involved in obtaining

¹ See <https://www.va.gov/disability/>

² See <https://www.benefits.va.gov/compensation/rates-index.asp#:~:text=VA%20rates%20disability%20from%200,disability%20percentage%20for%20multiple%20disabilities>

³ See <https://www.va.gov/view-change-dependents/>

benefits or an increase in benefits.⁴ Once a veteran receives an initial claim rating, they may to continue with their VSO or, alternatively, may use a for-profit VA *accredited agent* or attorney. Like attorneys representing clients before the bar of a given state, Congress empowered the VA to regulate any and all individuals and entities assisting veterans with filing claims for VA Disability Compensation benefits.

7. 38 C.F.R. § 14.629 (b)(1) plainly states that “[n]o individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose.”

8. More importantly, VA accredited agents and attorneys may only charge claimants for representation provided **after** the VA has issued an **initial** decision on the claim or claims, and the agent or attorney has complied with the power of attorney requirements in § 14.631 and the fee agreement requirements in paragraph (g) of this section. 38 C.F.R. § 14.636(c)(1)(i).

9. Despite these clear prohibitions that agents must be accredited and may not charge for initial claims preparation, Veterans Guardian, an unaccredited organization, routinely assists in the preparation, presentation and prosecution of these initial disability claims and then charges Veterans.

10. Defendant charges the veterans a contingency fee of five times the amount of any monthly VA Disability Compensation. This amount obviously exceeds the zero-

⁴ <https://news.va.gov/press-room/vas-appeals-modernization-act-takes-effect-today-new-law-streamlines-departments-current-claims-and-appeals-process-for-veterans/>

charge prohibition set by the VA.

11. Defendant's uniform contract asserts that its services and fees are "in compliance with Chapter 59, United States Code and Title 38, Code of Federal Regulations § 14." A copy of Plaintiff's Consulting Service Agreement (the "Contract") with Defendant is attached hereto as Exhibit A.

12. There is no provision in Chapter 38 or Chapter 59 of the United States Code that allows any third-party, including Veterans Guardian, to prepare initial claims for submission to the VA and to be compensated for doing so.

13. All fees collected by Defendant for initial claims are unlawful as a matter of law as they stem from conduct strictly prohibited by federal law.

14. Thus, Defendant routinely violates federal regulations in four ways: (1) its representatives are unaccredited; (2) it charges fees to assist veterans in connection with an initial claim; (3) it does not comply with the power of attorney requirements established by the VA; and (4) it does not comply with the fee agreement requirements established by the VA.

15. Plaintiff seeks to represent all similarly situated veterans who paid Veterans Guardian a fee in connection with an unlawful agency contract for any assistance with preparing initial claims for VA Disability Compensation.

II. JURISDICTION AND VENUE

16. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because there are at least 100 members in the proposed

Class defined below, the combined claims of the proposed Class members exceed \$5,000,000, exclusive of interest and costs, and as discovery will show, more than two-thirds of the proposed Class members are citizens of a state other than Defendant's state of citizenship, North Carolina.

17. Alternatively, this Court has federal question jurisdiction over this action pursuant to 28. U.S.C. § 1331 as the foundation for the claims made arise under the Constitution, laws, or treaties of the United States, specifically Chapter 59, United States Code and Title 38, Code of Federal Regulations § 14 which prohibit non-accredited agents from aiding in the creation and/or submission of disability claims to the VA.

18. This Court possesses personal jurisdiction because Veterans Guardian deliberately and regularly conducts business, marketing, claim distributing, promoting VA claims assistance and appeals, and/or collections, in North Carolina, and has its principal place of business in Pinehurst, North Carolina. The illegal fees at issue are issued, invoiced, processed, and collected from the State of North Carolina. Veterans Guardian has obtained the benefits of the laws of North Carolina and profited handsomely from North Carolina commerce.

19. Defendant's contract with Plaintiff and the Class includes a Choice of Law and Venue provision stating: "This agreement is entered into and shall be governed by the laws of the State of North Carolina and said states courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this agreement."

20. Venue is also proper in this District pursuant to 28 U.S.C. § 1391 because

Veterans Guardian is a limited liability company subject to personal jurisdiction in this District and does business in this District. Additionally, venue is proper because a substantial portion of the acts, events, and/or unlawful activity giving rise to the claims asserted occurred in this District.

III. PARTIES

21. Plaintiff Eric Beard is a United States Army Veteran and former Specialist who received an honorable discharge after his time in the military. Mr. Beard resides in Sandusky, Erie County, Ohio and is an Ohio citizen.

22. Defendant Veterans Guardian VA Claim Consulting, LLC is a North Carolina Limited Liability Company with its principal place of business in Pinehurst, North Carolina. Limited Liability Company Membership in Veterans Guardian is as follows: (a) Member Scott Greenblatt is a natural person and resident of Pinehurst North Carolina, and a citizen of North Carolina; and (b) Member William Taylor is a natural person and resident of Pinehurst North Carolina, and a citizen of North Carolina. Accordingly, upon information and belief, all members of Defendant's limited liability company are residents and citizens of North Carolina.

23. Veterans Guardian is headquartered and has its principal place of business at 75 Trotter Hills Circle, Pinehurst, North Carolina 28374. Upon information and belief, Veterans Guardian's employees are employed and conduct the following business at its headquarters, without limitation: prepare VA Disability Compensation claims, correspond to client inbound calls, manage its website, discuss VA Disability Compensation claims

with veterans, request medical records, request military records, review medical records and military records, place telephone calls to veterans to prepare veterans for private medical examination, place telephone calls to veterans to prepare veterans for the VA's C&P examination, email draft copies of completed VA Disability Compensation claims to veterans, mail hard copies of VA Disability Compensation Claims to veterans, provide instructions on how to execute a VA Disability Compensation Claim Packet and the necessary attachments, place telephone calls to veterans to explain how to submit intent to file, email invoices to veterans to collect a debt, receive payments from veterans as a result of Defendant's debt collection activities, and other related activities.

24. Defendant prepares, presents, and/or prosecutes VA Disability Compensations Claims and Appeals. Defendant operates a brick-and-mortar location in Pinehurst, North Carolina. Upon information and belief, Defendant solicits and targets veterans from all 50 states and territories, and owns and operates the website: <https://vetsguardian.com/>.

IV. FACTS

A. The History of VA Disability Compensation Benefits

25. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefits Administration ("VBA"); (b) Veterans Health Administration ("VHA"); and (c) National Cemetery Administration ("NCA"). The VBA

provides a variety of disability compensation, pension, education, and more.⁵ VBA is the administration responsible for approving and awarding VA Disability Compensation.

26. The United States recognizes the impacts of military service on veterans that result in disabilities that are service connected and secondary service connected, diseases, or injuries incurred or aggravated during active military service.⁶ The VA's disability program provides monthly VA Disability Compensation payments to veterans who suffered injuries during their military service or secondary to their military service.

27. In 2022, nearly 3.9 million veterans received monthly disability compensation payments for partial or complete disabilities.⁷

B. Federal Law Contains Strict Guidelines Governing the Challenged Conduct

28. Sections 14.626 through 14.637 of Title 38 of the Code of Federal Regulations, implement Chapter 59 of the United States Code governing the representation of claimants for veterans' benefits. There are very clear and strict dictates under this law including:

- Anyone assisting “in the preparation, presentation, and prosecution of claims for VA benefits” must be accredited by VA for that purpose. 38 C.F.R. § 14.629 (b)(1)
- Only accredited agents and attorneys may receive a fee from claimants or

⁵ See

<https://www.benefits.va.gov/benefits/about.asp#:~:text=Protects%20the%20benefits%20paid%20to,%2C%20Veterans%2C%20and%20their%20families>

⁶ See <https://helpdesk.vetsfirst.org/index.php?pg=kb.page&id=1785>

⁷ See <https://www.census.gov/newsroom/press-releases/2021/veterans-report.html>

appellants for their services. 38 C.F.R. § 14.636(b).

- Fees charged by accredited Agents and attorneys after an initial decision must comply with power of attorney requirements of 38 C.F.R. § 14.631 and the fee agreement requirements of 38 C.F.R. § 14.636(g).
- All agreements for fees for services must be in writing and signed by both the claimant or appellant and the accredited agent or attorney. Specifically, those agreements must contain: (1) name the veteran; (2) name the claimant or appellant if other than a veteran; (3) name any disinterested third-party payer and the relationship between the third-party payer and the veteran, claimant, or appellant; (4) set forth the applicable VA file number; and (5) contain the specific terms under which the amount to be paid for the services of the attorney or agent will be determined. 38 C.F.R. § 14.636(g)(1)(i-v).

29. A copy of those signed written fee agreements must be sent to either the VA or Office of General Counsel (“OGC”) within 30 days of execution. 38 C.F.R. § 14.636(g)(3).

30. No money or fees may ever be charged or paid by the veteran before a notice of the initial claim is issued by the VA. 38 U.S.C. § 5904(c)(1).

31. Fees exceeding 33 1/3 percent of past-due VA disability benefits awarded are presumed unreasonable. 38 C.F.R. § 14.636(f)

32. It is unlawful to charge veterans for assisting with initial claims or the recovery of future VA benefits.

33. Upon information and belief, Veterans Guardian is not an accredited agent of the VA nor are any of its employees. Veterans Guardian has never filed any direct-pay fee agreements with the VA, nor filed a direct-pay fee agreement with the OGC for VA Disability Compensation Claims that it prepares and collects a fee from U.S. veterans. Veterans Guardian also charges fees for initial claims and for amounts that do not comply with the VA's strict limitations set forth above, in violation of 38 U.S.C. § 5904(c)(1).

C. Per Se Violation of the UDTPA by Defendant Veterans Guardian

34. By failing to first receive accreditation from the VA prior to assisting Veterans in the preparation and presentation of their veterans' benefits claims and charging exorbitant fees that are contingent upon the success of veterans' claims, Defendant routinely violates federal regulations; and by violating regulations that were designed to protect veterans, Veterans Guardian has committed a *per se* violation of the unfair and deceptive trade practice law, N.C. Gen. Stat. § 75-1.1.

35. Contrary to the specific prohibitions against unaccredited agents preparing VA Disability Compensation Claims, the Contract states that its services and fees are "in accordance with Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations § 14." This is a false statement. Veterans Guardian is an unaccredited agency and is therefore strictly prohibited, by Federal Law, from assisting in preparing or presenting disability claims to the VA. Even though the Contract informs clients that Veterans Guardian is unaccredited, it takes advantage of veterans with its superior position of knowledge and sophistication.

36. The purpose of the regulations *viz.* 38 U.S.C. Chapter 59 and 38 C.F.R. § 14 is to protect veterans from exploitation by the unlawful business practices as challenged here. For example, the purpose of enacting the law and regulations set forth above was to ensure that “claimants for Department of Veterans Affairs (VA) benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans' benefits.” See 38 C.F.R. § 14.626.

37. Veterans Guardian’s unfair business practices have caused many unwary veterans to hire Veterans Guardian believing it to be a legitimate provider of lawful VA claim services, when in fact the Contracts are unlawful due to the fact that Veterans Guardian is not accredited by the VA; Veterans Guardian’s services are not permissible under the regulations; no person (accredited or unaccredited) is permitted to charge any fees on initial claims, Veterans Guardian’s claim over VA benefits in the form of “agreed-to” fees and the penalties imposed for the non-payment of fees are unlawful under the regulations. Thus, by violating regulations that were enacted by Congress to protect veterans from becoming victims of unlawful, unscrupulous, and unfair business practices, Veterans Guardian violates the UDTPA, § 75-1.1. Its unlawful and unfair business practices have proximately caused Plaintiff’s damages in the form of unlawful payments made from his monthly benefit payments.

D. Investigations into Veterans Guardian and Other “Claims Sharks” in the Press

38. In the last few years, Veterans Guardian’s practice of illegally preying on veterans rob them of their disability benefits has come under significant scrutiny by the

media, veterans' advocacy groups and the VA itself.

39. On April 1, 2022, WBTV a television station Charlotte, North Carolina, ran a news segment warning veterans against Veterans Guardian after conducting a private investigation into its services. The news segment included interviews with veterans who had used their services and found that Veterans Guardian “asked veterans for their personal login credentials and submit[ted] claims in their name.” WBTV also reported that it had seen an email from Veterans Guardian in which it coached a client on how to ask for documents from the VA and the client told WBTV that Veterans Guardian had warned him specifically not to mention to the VA that he was working with Veterans Guardian. Below is a snapshot from the news segment:

'A pack of vultures.' American Legion warns veterans about NC Company

Veterans Guardian previously the subject of WBTV investigation

To move along with the process, we need some additional information to continue developing your individual claim strategy. Once we receive your information, we will complete the assessment and get back to you quickly with an individual strategy to maximize your VA disability compensation!

?????

Please provide the following documents to matthew.brawn@vetsguardian.com or by Fax to (910) 493-3988.

1) DD214 - Certificate of Release or Discharge from Active Duty

2) VA Rating Decision Letter - If you have previously filed a claim the VA would have mailed you a letter with an explanation of their decision. If you do not have your Decision Letter, you can obtain this via the VA hotline.

Call the VA at 1-800-827-1000 - Request to speak to a representative and ask for the following "Please fax me my Rating Decision Letter to (910) 493-3988"

(Please have them send it in YOUR name on the cover letter, not Veterans Guardian)

If you have a Rated Disability with the VA please also provide the following:

3) VA Disability Rating Breakdown Letter - To obtain this letter please call the VA at 1-800-827-1000.

WBTV INVESTIGATES

Request to
with the list

AMERICAN LEGION WARNS VETERANS ABOUT NC COMPANY

(Please have

CHARGING FOR HELP GETTING BENEFITS [ans Guardian]



40. WBTB also reported that the American Legion was concerned about Veterans Guardian's services and fees, calling it a "a pack of vultures" and a "predatory claims company."⁸

41. On April 27, 2022, the United States House of Representatives, Committee on Veteran's Affairs, held an investigative hearing on the practices of unaccredited claims consultants. At this conference, several veterans' advocates such as the American Legion, National Organization of Veterans' Advocates ("NOVA") and Veteran of Foreign Wars ("VFW") testified on the predatory practices of unaccredited agencies such as Veterans Guardian. For example, the VFW, referred to non-accredited consulting groups as "Claim Sharks," and called out a few predatory practices employed by these companies such as "guaranteeing increases in benefits" and "promising no-cost consultations."

42. More recently, CBS News and the Texas Tribune also brought to light the predatory nature of unaccredited claims consultants such as Veterans Guardian.⁹

⁸ <https://www.wbtv.com/2022/04/01/pack-vultures-american-legion-warns-veterans-about-nc-company/>

⁹ See CBS News, "Some private companies charge hefty fees to help veterans with disability claims," May 11, 2023 at <https://www.cbsnews.com/news/veterans-disability-claims-companies-charge-fees/> (last visited on August 3, 2023); Texas Tribune, "As veteran disability claims soar, unaccredited coaches profit off frustration with VA system," July 5, 2023 at <https://www.texastribune.org/2023/07/05/veterans-disability-benefits-brian-reese-va-claims-insider/> (last visited on August 3, 2023).

E. Veterans Guardian Submitted False or Misleading Statements to Congress

i. Veterans Guardian's First False Statement to Congress

43. On April 27, 2022, the House Committee on Veterans' Affairs Subcommittees on Disability Assistance and Memorial Affairs and Oversight and Investigations conducted an open session and joint oversight hearing entitled "At What Cost? – Ensuring Quality Representation in the Veteran Benefit Claims Process" (the "Hearing").

44. Among the witnesses testifying was William Taylor ("Mr. Taylor"), co-founder and Chief Operating Officer of Veterans Guardian. When questioned during the hearing, Mr. Taylor testified under oath that "Veterans Guardian has not received a cease-and-desist letter from the VA."¹⁰ The Hearing Committee later determined that the Letter sent by the VA OGC staff attorney was a cease-and-desist letter.

ii. Veterans Guardian's Second False Statement to Congress

45. On May 9, 2022, Hearing Committee staff emailed Brian Johnson ("Mr. Johnson"), Veterans Guardian's Vice President of Government and Public Affairs seeking to confirm Mr. Taylor's testimony that Veterans Guardian "has not received a cease-and-desist letter from the VA." That same day, Veterans Guardian's through Mr. Johnson, falsely stated that Veterans Guardian had not received any cease-and-desist letter from VA OGC. *Id.*

¹⁰ *Id.*

iii. Veterans Guardian's Third False Statement to Congress

46. On June 9, 2022, Hearing Committee staff met with Mr. Taylor, Mr. Greenblatt, Mr. Johnson and other representatives of Veterans Guardian to discuss its inaccurate statements regarding the cease and desist letter from the VA. When again asked about Mr. Taylor's testimony, Veterans Guardian officials stated that they did not recall receiving a cease-and-desist letter from the VA OGC. *Id.*

47. Following Veterans Guardian's third false or misleading statement and/or omission, the Hearing Committee staff explicitly referenced the Letter addressed to Mr. Greenblatt. At that time, after the Hearing Committee's fourth attempt to seek the truth from Veterans Guardian's officials, Veterans Guardian finally admitted that it had received the Letter, but did not believe that the Letter constituted a cease-and-desist letter.

iv. Once Reminded that His False Statements to Congress Carry Five Years in Prison, Mr. Taylor Supplemented his False Testimony

48. On June 27, 2022, the Chairs and Ranking Members of the Subcommittees sent a letter to Mr. Prober and advised that Mr. Taylor's testimony was inaccurate because the VA OGC categorized the Letter to Veterans Guardian as a cease-and-desist letter. Notably, the Committee cited the June 27, 2022 letter, and reminded Mr. Taylor that it is a crime, punishable by fines and imprisonment of up to 5 years, to knowingly and willfully make a materially false, fictitious, or fraudulent statement or representation to Congress. Subsequently, Mr. Taylor supplemented his testimony to Congress admitting to receipt of the letter from the VA.

49. Despite the cease and desist letter from the VA, Veteran's Guardian continues to thwart Federal law to the detriment of Plaintiff and the class.

F. PLAINTIFF'S FACTS

50. Plaintiff Eric Beard was honorably discharged from the United States Army on or around August 2009.

51. Plaintiff suffered from several service-connected injuries and secondary service-connected injuries as a result of his military service as an intelligence analyst.

52. Because his injuries were known and obvious, Plaintiff knew that he had to file a claim for disability benefits with the VA.

53. Prior to contacting Veterans Guardian, Plaintiff had never filed any claim for VA disability compensation. His sole purpose in contacting Veterans Guardian was to obtain assistance filing his initial VA disability claim.

i. Plaintiff's Initial Claim

54. In or around August 2022, Plaintiff believed that the PTSD he suffered from was due to his time in the military and caused him to suffer a complete disability.

55. Plaintiff went to the internet to gather information about filing an initial VA Disability Compensation Claim with the VA.

56. Plaintiff's internet search took him to the Veterans Guardian website.

57. After spending time reading information on Veterans Guardian's website,¹¹ Plaintiff used the website to contact the company directly about filing an initial claim with

¹¹ See <https://vetsguardian.com/>.

the VA.

58. Thereafter, Plaintiff received a call from a representative of Veterans Guardian that explained its representation and services. Importantly, Veterans Guardian's representative ensured Plaintiff that its VA services were legal and in full compliance with Federal Law. If he received any benefits from his initial claim filing with the VA, Veterans Guardian would charge Plaintiff five (5) times any monthly VA Disability Compensation payment received by Plaintiff. After speaking with Defendant's representative, and believing its services to be legal and legitimate Plaintiff signed the Contract and became a client of Veterans Guardian.

59. Once it signed Plaintiff as a client, Veterans Guardian solicited access to Plaintiff's medical records and military records to review and develop a strategy to prepare Plaintiff's initial claim for VA Disability Compensation.

60. Next, Veterans Guardian coordinated with an outside private medical opinion to assess Plaintiff's post-traumatic stress disorder ("PTSD") symptoms.

61. A representative of Veterans Guardian prepared Plaintiff for his PTSD private medical examination by explaining the PTSD examination and evaluation process.

62. Once the private medical examination was complete and Plaintiff received a medical opinion, Veterans Guardian completely drafted and prepared Plaintiff's VA Disability Compensation Claim using official VA forms, including: (a) VA Application for Disability Compensation and Related Compensation Benefits Form – 21-526EZ; and (b) VA Statement in Support of Claim Form – 21-4138. Additionally, Veterans Guardian

gathered the necessary attachments including Plaintiff's DD214 (Certificate of Release or Discharge from Active Duty) and private medical opinion. All of the VA forms prepared by Veterans Guardian and the necessary attachments (the "Packet") were emailed by Veterans Guardian to Plaintiff for his review. The Packet emailed was labeled "draft" as it was drafted and prepared by Veterans Guardian for ultimate submission to the VA.

63. Once Plaintiff approved the Claim Packet via email, Veterans Guardian then sent by US Mail the physical documents in the Packet to Plaintiff with instructions, including that Veterans Guardian: (a) marked specific locations where Plaintiff was required to sign and date the initial VA Disability Compensation Claim that it prepared; (b) pre-marked the Packet's envelope with the VA's mailing address that would receive the Packet; (c) pre-stamped the Packet's envelope; and (d) instructed Plaintiff to place the signed Packet in the US mail for delivery to the VA .

64. Veterans Guardian's claim preparation of Plaintiff's initial claim continued even after mailing Plaintiff's Packet to the VA. Specifically, Veterans Guardian instructed Plaintiff to notify its office if the VA sent correspondence that requested additional information so that Veterans Guardian could assist Plaintiff with a response and provide advice on how to respond to the VA.

65. Once Plaintiff's Packet was submitted to the VA, Veterans Guardian provided additional instructions to Plaintiff to present to the VA medical examiner and respond to the VA's questions.

66. Plaintiff thereafter received a call from the VA to schedule his VA

Compensation and Pension Examination (“C&P Exam”).¹² A representative of Veterans Guardian prepared Plaintiff for his C&P Exam and coached him on how to present his symptoms to the VA medical examiner.

67. Contrary to Veterans Guardian’s statement that it only offers “pre-filing” and “post-filing” claims assistance, Veterans Guardian assisted veterans following their submission of the Packet when it assisted with C&P Exams, simulated the C&P Exam, and prepared Plaintiff and the Class members for the C&P Exam.

68. Following the submission of the Initial Claim drafted and prepared by Veterans Guardian; and its preparation of Plaintiff for his medical exams, Plaintiff received a 100% disability rating for PTSD.

69. Plaintiff took no part in drafting his initial VA Disability Claim. Veterans Guardian and its employees are the only individuals that prepared Plaintiff’s Initial Claim and prepared Plaintiff for his private medical examination and C&P examination upon filing his Initial Claim.

70. Below is an email from Veterans Guardian’s representative to Plaintiff in which it admits to preparing Plaintiff’s Initial Claim:

¹² When a veteran files a claim for VA Disability Compensation with the VA, the VA may ask the veteran to appear at an examination as part of the VA claim process. This is known as a VA claim exam or a VA compensation and pension exam.

11/8/23, 7:55 AM

Yahoo Mail - Re: Veteran Beard: Your VA Claim Is Ready For Review

Re: Veteran Beard: Your VA Claim Is Ready For Review

From: Eric Beard (ericm.beard@yahoo.com)
To: samantha.kehoe@vetsguardian.com
Date: Thursday, September 22, 2022 at 04:46 PM EDT

Good Afternoon,

There is one mistake that I can see. I did do about one year in the reserves rough estimate would have been 09/01/2012 to 08/31/2013. This was just a period of time I was missing the service and wanted to complete my last year of my 8 year obligation doing something. It was a terrible experience. That's located at 21A.

Eric Beard

[Sent from Yahoo Mail for iPhone](#)

On Thursday, September 22, 2022, 2:58 PM, Samantha Kehoe <samantha.kehoe@vetsguardian.com> wrote:

Veteran Beard,

Attached you will find your VA claim packet for review. **The document is password protected.** The password is the **last six digits of your Social Security Number.**

Please thoroughly look over your claim, making sure all information listed throughout is correct. **If your claim needs corrections or revisions**, please let us know what needs to be corrected at your earliest convenience (call or email me). **If your claim is accurate and ready**, please reply with your approval to this email, and we will then physically mail a copy of the complete claim to you at your mailing address. If you or someone you trust is not available to receive your claim by mail, **please tell us now.**

Once you've reviewed and approved your claim, we will provide you with:

1. A complete, printed copy of your claim
2. Instructions on where you'll need to add your signature and date throughout your packet
3. An addressed, stamped envelope to send your claim to the VA

You can expect your claim to be processed by the VA within 90-120 days after you mail in your claim, although it can certainly happen sooner than that. Please check your eBenefits account regularly - VA eBenefits accounts are updated by VA personnel, so it is not possible for us to predict when your claim submission will be reflected.

Please also check your daily postal mail, which is still a common method of notification by the VA. Be sure to contact us if/when you receive *any* VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward.

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71. Plaintiff ultimately received a VA Disability Compensation of \$4,278.80 per month.

72. Pursuant to the fee agreement contained in Veterans Guardian's Contract, Veterans Guardian invoiced Plaintiff for \$21,394 (\$4,278.80 x 5).

73. Plaintiff paid Veterans Guardian over \$19,000 through monthly installment payments for preparing his initial VA Disability Compensation claim and is still obligated under the unlawful contract.

74. Had Plaintiff known that charging for preparation of an initial claim was unlawful or that the services for any assistance on initial claims were free if provided by an accredited attorney, accredited agent, or a VSO, he would not have entered into the agreement.

75. Upon information and belief, Veterans Guardian prepares and completes hundreds of similar initial claim forms for submission to the VA each year.

V. CLASS ALLEGATIONS

76. Plaintiff brings this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed class is defined as:

Initial Claim Class: All veterans who entered paid Veterans Guardian in connection with an initial claim for VA Disability Compensation under a contract in substantially the same form as Exhibit A.

77. Expressly excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and person or any entity in which Defendant has a controlling interest, or which has a controlling interest in Defendant, and its legal representatives, assigns and successors; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

78. The class period is four (4) years prior to the original filing date of this action.

79. Plaintiff reserves the right to amend the Class definition if warranted as a result of further investigation and discovery.

Rule 23(a) Criteria

80. Numerosity. Veterans Guardian's scheme has harmed and continues to harm veterans and their dependents. The members of the Class are so numerous that joinder of all members is impracticable. Veterans Guardian's website states that it has had "25K claims approved."¹³ The sheer volume of its VA Disability Claim business supports a finding of numerosity.

81. The exact number of Class members is unknown as such information is in the exclusive control of Veterans Guardian. Veterans Guardian, however, has prepared, prosecuted, and/or presented hundreds of initial VA Disability Claims on behalf of veterans disguised as *pro se* VA claims and where it charged veterans a contingent fee equivalent to five (5) times the monthly VA Disability Compensation.

82. Due to the nature of the initial VA Disability Claims involved and the fact that Veterans Guardian assists veterans in all 50 states and online around the globe, Plaintiff believes the Class consists of at least a thousand veterans. Defendant's online ads are geographically dispersed throughout the U.S. and internationally making joinder of all Class members impracticable.

83. Commonality. Common questions of law and fact affect the rights of each

¹³ <https://vetsguardian.com/about-us/> (last viewed 11/7/23)

Class member and common relief by way of damages is sought for Plaintiff and the Class.

84. The harm that Veterans Guardian has caused is substantially uniform with respect to Class members. Common questions of law and fact that affect the Class members include, but are not limited to:

- a. Whether Defendant is subject to the limitations of 38 U.S.C. Chapter 59 and 38 C.F.R. § 14, *et seq.*;
- b. Whether Defendant's business practices are in violation of 38 U.S.C. Chapter 59 and 38 C.F.R. § 14;
- c. Whether Defendant's violations of 38 U.S.C. Chapter 59 and 38 C.F.R. § 14 are *per se* violations of the North Carolina Unfair and Deceptive Practices Act ("UDTPA");
- d. Whether Defendant's business practice of charging veterans for assistance with preparing, presenting, and/or prosecuting initial claims violates 38 C.F.R. § 14.636(c)(1)(i).; and
- e. Whether members of the Class have sustained damages and, if so, the proper measure of such damages provided by N.C. Gen. Stat § 75-16.

85. Typicality. Plaintiff's claims are typical of the claims (and defenses that will be asserted) of the Class because he is a veteran of the United States Military and his initial VA Disability Compensation Claim prepared, presented, and/or prosecuted by Defendant was typical of the type of assistance that Defendant provides to veterans following standardized practices, procedures, and policies. The documents involved in the transaction

were standard form documents and the violations are statutory in nature. Plaintiff suffered damages of the same type and in the same manner as the Class he seeks to represent. There is nothing peculiar about Plaintiff's claims.

86. Adequacy. Plaintiff will fairly and adequately assert and protect the interests of the Class. Plaintiff has hired attorneys who are experienced in prosecuting class action claims and will adequately represent the interests of the Class and Plaintiff has no conflict of interest that will interfere with maintenance of this class action.

Rule 23(b) Criteria

87. Predominance and Superiority. Pursuant to FED. R. CIV. P. 23(b)(3), a class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

a. The common questions of law and fact set forth herein predominate over any questions affecting only individual Class members. The statutory claims under the N.C. Gen. Stat § 75-1 require a simple identification of those veterans who are covered under the statute, and an act in violation of N.C. Gen. Stat § 75-1.1, *et seq.*

b. Plaintiff can identify members of the class once he receives a list of all veterans that entered into a Consulting Service Agreement, similar to Exhibit A, and paid money to Veterans Guardian and/or received a standard form invoice similar to Exhibit B.

c. The veterans who paid Veterans Guardian's fees related to preparation, presentation, and prosecution of initial disability claims in violation of 38

C.F.R. § 14.636(c)(1)(i) is a predominant common question that will turn on the language of the contract.

d. There are no unusual legal or factual issues that would create manageability problems;

e. Prosecution of a thousand separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications against Defendant and could create incompatible standards of conduct;

f. Adjudications with respect to individual members of the Class could, as a practical matter, be dispositive of any interest of other members not parties to such adjudications, or substantially impair their ability to protect their interests; and

g. The claims of the individual Class members are relatively small in relation to the expenses of litigation, making a Class action the only procedural method of redress in which Class members can, as a practical matter, recover.

COUNT I
Violation of the N.C. Gen. Stat. § 75-1.1, *et seq.*
(Initial VA Claim Class)

88. Plaintiff incorporates by reference each factual allegation set forth in paragraphs 1 - 87 above.

89. Veterans Guardian's Contract states that North Carolina law applies to the agreement between the parties regarding compensation to Veterans Guardian for preparing the VA Disability Compensation claim Packet to be submitted to the VA.

90. The North Carolina UDTPA prohibits businesses from engaging in unfair

and deceptive acts or practices. The UDTPA largely mirrors the Federal Trade Commission Act and states that “Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are declared unlawful.” N.C. Gen. Stat § 75-1.1.

91. The UDTPA provides a four-year statute of limitations.

92. The purpose of the UDTPA is “to declare, and to provide civil legal means to maintain, ethical standards of dealings between persons engaged in business and between persons engaged in business and the consuming public within this State to the end that good faith and fair dealings between buyers and sellers at all level[s] of commerce be had in this State.” *Bhatti v. Buckland*, 328 N.C. 240, 400 S.E.2d 440 (1991).

93. Courts have used many standards to determine whether an act or practice is “unfair,” including:

- (1) If the act violates industry standards
- (2) Violates public policy
- (3) Immoral, unethical, or unscrupulous
- (4) Substantially injures consumers
- (5) Inequitable assertion of the party’s power or position
- (6) Has the tendency to deceive

94. “Commerce” includes all business activities, however, denominated, but does not include professional services rendered by a member of a learned profession. N.C. Gen. Stat § 75-1.1(b).

95. Veterans Guardian charged fees to veterans for preparing initial claims for disability benefits with the VA which constitutes “commerce” under the UDTPA, as such services were rendered by unaccredited claims representatives, not a member of a learned profession.

96. Veterans Guardian’s business activities, at all times relevant to this Complaint, are considered “commerce” as defined in N.C. Gen. Stat. § 75-1.1(b).

97. Veterans Guardian’s business practices occurred almost exclusively in North Carolina and violate the UDTPA because they violated public policy and were unethical, unscrupulous, illegal, and substantially injured veterans.

98. The UDTPA was created to provide an additional remedy apart from those less adequate remedies afforded under common law causes of action for fraud, breach of contract, or breach of warranty.

99. North Carolina courts have held that a violation of a regulatory statute that is designed to prevent unfair or deceptive conduct can constitute a *per se* violation of the UDTPA.

100. Veterans Guardian’s violation of 38 U.S.C. § 59, *et seq.* and/or 38 C.F.R. § 14, *et seq.*, constitutes a violation of regulations designed to prevent unfair and or deceptive conduct against our nation’s veterans and therefore is a *per se* violation of N.C. Gen. Stat. § 75-1.1.

101. Moreover, North Carolina appellate courts have held that violations of regulatory statutes that are designed to protect consumers are *per se* violations of N.C. Gen.

Stat. § 75-1.1.

102. Federal law established under 38 U.S.C. Chapter 59, *et seq.* and/or 38 C.F.R. § 14, *et seq.*, are regulations that are designed to protect veterans against unfair and deceptive conduct with respect to the preparation presentation of VA disability claims. These regulations govern who can prepare these claims and how much can be charged for such services. Accordingly, the violation of these regulations constitutes a *per se* violation of N.C. Gen. Stat. § 75-1.1.

103. Specifically, Veterans Guardian violated sections 38 C.F.R. § 14.629 (b)(1) and § 14.636(c)(1)(i) as discussed below:

Violation of 38 C.F.R. § 14.629:

104. 38 C.F.R. § 14.629 (b)(1) states: “No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose.” By admittedly preparing Plaintiff’s Initial Claim for VA benefits without first receiving accreditation by the VA, Veterans Guardian violated § 14.629(b)(1). Veterans Guardian prepared or aided in the preparation of Plaintiff’s initial VA claim as evidenced by this communication:

11/8/23, 7:55 AM

Yahoo Mail - Re: Veteran Beard: Your VA Claim Is Ready For Review

Re: Veteran Beard: Your VA Claim Is Ready For Review

From: Eric Beard (ericm.beard@yahoo.com)

To: samantha.kehoe@vetsguardian.com

Date: Thursday, September 22, 2022 at 04:46 PM EDT

Good Afternoon,

There is one mistake that I can see. I did do about one year in the reserves rough estimate would have been 09/01/2012 to 08/31/2013. This was just a period of time I was missing the service and wanted to complete my last year of my 8 year obligation doing something. It was a terrible experience. That's located at 21A.

Eric Beard

[Sent from Yahoo Mail for iPhone](#)

On Thursday, September 22, 2022, 2:58 PM, Samantha Kehoe <samantha.kehoe@vetsguardian.com> wrote:

Veteran Beard,

Attached you will find your VA claim packet for review. **The document is password protected.** The password is **the last six digits of your Social Security Number.**

Please thoroughly look over your claim, making sure all information listed throughout is correct. **If your claim needs corrections or revisions**, please let us know what needs to be corrected at your earliest convenience (call or email me). **If your claim is accurate and ready**, please reply with your approval to this email, and we will then physically mail a copy of the complete claim to you at your mailing address. If you or someone you trust is not available to receive your claim by mail, **please tell us now.**

Once you've reviewed and approved your claim, we will provide you with:

1. A complete, printed copy of your claim
2. Instructions on where you'll need to add your signature and date throughout your packet
3. An addressed, stamped envelope to send your claim to the VA

You can expect your claim to be processed by the VA within 90-120 days after you mail in your claim, although it can certainly happen sooner than that. Please check your eBenefits account regularly - VA eBenefits accounts are updated by VA personnel, so it is not possible for us to predict when your claim submission will be reflected.

Please also check your daily postal mail, which is still a common method of notification by the VA. Be sure to contact us if/when you receive *any* VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward.

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105. Upon clicking the link contained in the email above, Plaintiff was routed to

several VA claim forms that had been fully prepared by Veterans Guardian.

106. Defendant prepared Plaintiff's Initial Claim by selecting the initial forms, filled out the forms with necessary data for Plaintiff's specific initial claim, printed the initial claim forms and supporting documents, and mailed the completed Packet in paper form to Plaintiff's home address, along with a fully addressed envelope addressed to the VA with instructions on where to add his signature and date on the initial claim form. Veterans Guardian even provided a pre-addressed and stamped envelope for mailing his initial claim submission to the VA.

107. Moreover, Defendant also reminded Plaintiff in no uncertain terms, "Be sure to contact us if/when you receive any VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward."

108. Once Veterans Guardian drafted and prepared Plaintiff's Initial Claim, it prepared Plaintiff for his private medical exam, instructed Plaintiff to submit his Initial Claim, prepared Plaintiff for his C&P medical exam administered by the VA, and Veterans Guardian instructed Plaintiff to notify its office if the VA sent correspondence that requested additional information so that Veterans Guardian could assist Plaintiff with a response and provide advice on how to respond to the VA, in violation of 38. C.F.R. § 14.629(b)(1).

109. Pursuant to this common business practice, Plaintiff received a disability determination on his Initial Claim worth roughly \$4,278.80 per month.

Violation of 38 C.F.R. § 14.631, § 14.636 and 38 U.S.C. § 5904(c)(1):

110. 38 U.S.C. § 5904(c)(1) prohibits VA agents and attorneys from charging or being paid for services with respect to services provided before the date on which a notice of the initial claim is issued.

111. In direct contravention of this provision, Veterans Guardian, being unaccredited, charged and collected a fee for the preparation of Plaintiff's Initial Claim despite having never filed any direct-pay fee agreements with the VA nor a direct-pay fee agreement with the OGC for the initial VA Disability Compensation Claim that it prepared.

112. Further, 38 C.F.R. § 14.636(c)(1)(i) provides that *only* VA accredited agents and attorneys may charge claimants or appellants for representation provided after an agency of original jurisdiction has issued notice of an initial decision on the claim or claims for an increase in rate of benefit, and the agent or attorney has complied with (1) the power of attorney requirements of 38 C.F.R. § 14.631; and (2) the fee agreement requirements of 38 C.F.R. § 14.636(g).

113. All agreements for the payment of any fees for services rendered in connection with Veteran's benefits must be in writing and signed by both the claimant or appellant and the accredited agent or attorney. To be valid and lawful, a fee agreement must: (1) name the veteran; (2) name the claimant or appellant if other than a veteran; (3) name any disinterested third-party payer and the relationship between the third-party payer and the veteran, claimant, or appellant; (4) set forth the applicable VA file number; and (5) contain the specific terms under which the amount to be paid for the services of the attorney

or agent will be determined. 38 C.F.R. § 14.636(g)(1)(i-v).

114. Within thirty (30) days of the execution of a fee agreement between a veteran and representative, the representative must send a copy of their fee agreement to either the VA or Office of General Counsel (“OGC”). 38 C.F.R. § 14.636(g)(3).

115. Veterans Guardian violated these provisions as well by charging a fee despite being an unaccredited claims representative and having not complied with any of the power of attorney requirements under § 14.631 and fee agreement requirements under § 14.636 (g).

116. Pursuant to the language contained in Veterans Guardian’s Contract, Veterans Guardian emailed Plaintiff an invoice charging him \$21,394.00 (\$4,278.80 x 5) for its services in preparing Plaintiff’s Initial Claim. Over the course of several months, Plaintiff paid Veterans Guardian over \$19,000 in several installment payments.

117. Thus, Veterans Guardian action of collecting fees for services provided in connection with Plaintiff’s Initial Claim violated 38 C.F.R. § 14.636(b), (c), (f), (g) and § 14.631; and 38 U.S.C. § 5904(c)(1).

118. While there was no lawful charge in connection with Plaintiff’s Initial Claim, 38 U.S.C. § 5904(c)(1) establishes the maximum amount that a VA accredited agent or attorney could have charged Plaintiff if it were in connection with an increase in benefits at 33 1/3%. The amount paid by Plaintiff is far more than any allowable amount under that standard.

119. Here, Congress created the robust regulations for VA claim services in 38

U.S.C. § 59, *et seq.* and 38 C.F.R. § 14, *et seq.*, to protect veterans similarly situated to Plaintiff from predators like Veterans Guardian. The North Carolina Supreme Court has held “Violations of statutes designed to protect the consuming public and violations of established public policy may constitute unfair and deceptive practices.” *Stanley v. Moore*, 339 N.C. 717, 723, 454 S.E.2d 225, 228 (N.C. 1995).

120. Therefore, Defendant violated federal regulations and the UDTPA in the following ways:

- a. Preparing or assisting in the preparation and presentation of VA benefits claims while its employees are unaccredited;
- b. Charging a fee to assist with an initial VA Disability Compensation Claim;
- c. Charging fees that exceeds the rates allowed by the VA regulations for helping with such claims and/or charging fees that exceeds what is charged by VA accredited and highly vetted agents and attorneys;
- d. Exercising a claim over VA benefits in the form of “agreed-to” fees and imposing steep penalties for the non-payment of fees;
- e. Charging fees that are clearly excessive;
- f. Charging fees on initial claims that it knows are not permitted by federal law;
- g. Emailing invoices to collect debts related to claims assistance provided by its unaccredited representatives; and

- h. Emailing invoices to collect debts related to claims assistance whereby Defendant charges a fee for initial claims, late fees related to an initial claim, or interest on fees related to an initial claim.

121. Plaintiff and Class members have been harmed and suffered actual damages (as defined by the UDTPA) by paying illegal fees under their Veterans Guardian standard form Consulting Service Agreements. See Exhibit A.

122. As a direct and proximate cause of Veterans Guardian's regulatory violations, Plaintiff and the Class are entitled to actual damages and compensatory damages along with injunctive relief pursuant to section N.C. Gen. Stat. § 75, *et seq.*

123. Plaintiff and the Class are entitled to treble damages pursuant to N.C. Gen. Stat. § 75-16.

124. Plaintiff and the Class are entitled to attorneys' fees and costs pursuant to N.C. Gen. Stat. § 75-16.1. Plaintiff and the Class have reason to believe that Defendant is violating and will continue to violate the Federal Regulations cited herein, and thereby are entitled to a declaration from the Court that the contracts with Defendant are void and unenforceable and any other concomitant equitable relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter an Order:

- a. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing the undersigned attorneys and their firms as Class Counsel;

b. That this Court enter judgment in favor of Plaintiff and the Class for Defendant's *per se* violations of N.C. Gen. Stat. § 75-1.1, *et seq.*;

c. That this Court award actual damages sustained by Plaintiff and the Class in an amount to be proved at trial;

d. That this Court award treble damages as required by 75-1.1, *et seq.*, for the harm caused by Defendant;

e. That this Court order Defendant to disgorge profits received by Defendant from sales and revenue of any kind as a result of the actions complained of by Plaintiff and the Class;

f. That this Court order that any outstanding debts still owed by the Class under Defendant's Contract are not due and owing;

g. Awarding Plaintiff, and Class, reasonable attorneys' fees and costs incurred in this action pursuant to N.C. Gen. Stat. § 75-16.1, *et seq.*;

h. Enjoining Defendant from further violations of 38 U.S.C. § 59, *et seq.* and 38 C.F.R. 14, *et seq.*;

i. Awarding Plaintiff and the Class, any pre-judgment and post-judgment interest as may be allowed under the law; and

j. Awarding such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Dated: December 4, 2023

Berger Montague PC

By: /s/ Jeff Osterwise
Jeff Osterwise; NC Bar No.: 39272
Shanon J. Carson*
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-4642
Facsimile: (215) 875-4604
josterwise@bm.net
scarson@bm.net

Janet R. Varnell; FBN: 0071072*
Brian W. Warwick; FBN: 0605573*
Christopher J. Brochu; FBN: 1013897*
Varnell & Warwick, P.A.
400 N Ashley Drive, Suite 1900
Tampa, FL 33602
Telephone: (352) 753-8600
Facsimile: (352) 504-3301
jvarnell@vandwlaw.com
bwarwick@vandwlaw.com
cbrochu@vandwlaw.com
ckoerner@vandwlaw.com

Attorneys for Plaintiff and the proposed Class

** pro hac vice applications forthcoming*

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ FEB 20 2020 ★

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

BROOKLYN OFFICE

THE UNITED STATES OF AMERICA,
ex rel. [UNDER SEAL],

Plaintiffs,

v.

[UNDER SEAL],

Defendants.

UNDER SEAL

CV 20 - 668

*Qui tam action filed in camera and under seal
in accordance with 31 U.S.C. § 3730(b)(2)*

VITALIANO, J.

Jury Trial Demanded

BULSARA, M.J.

Civil Action No.

COMPLAINT

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

THE UNITED STATES OF AMERICA,
ex rel. LESLIE CARICO,

Plaintiffs,

v.

VETERANS GUARDIAN VA CLAIM
CONSULTING, LLC, and
SCOTT GREENBLATT,

Defendants.

UNDER SEAL

*Qui tam action filed in camera and under seal
in accordance with 31 U.S.C. § 3730(b)(2)*

Jury Trial Demanded

Civil Action No.

COMPLAINT

1. Plaintiff-relator Leslie Carico (“Relator”) brings this action on behalf of the United States of America against Veterans Guardian VA Claim Consulting, LLC (“Veterans Guardian” or “the Company”) and Scott Greenblatt (“Greenblatt” and collectively the “Defendants”) for violations of the federal False Claims Act, 31 U.S.C. §§ 3729 *et seq.* (the “FCA”) to recover all damages, civil penalties and other recoveries provided for under that statute.

I. INTRODUCTION

2. Defendants Scott Greenblatt and Veterans Guardian, the company Greenblatt founded and controls, have for years been engaged in submitting to the Department of Veterans Affairs thousands of fraudulent claims for payment for disability benefits. Promoting its services nationwide by means of Facebook, its website, referrals, gun shows, and a national team of recruiters, among other means, Veterans Guardian provides so-called “prefiling consulting services” to veterans seeking to increase their monthly VA disability payments. Defendants’ business practices, however, are wholly grounded in fraud. With a singular focus on getting veterans assigned to the 100% Permanent and Total level of disability, Defendants have simply discarded any pretense of providing lawful, clinically- based guidance to its veteran clients. As a consequence, the government has been deceived into paying millions of dollars in unwarranted disability payments, a generous portion of which Defendants placed in their own pockets.

3. In broadest outline, Veterans Guardian finds a mental disability, typically depression disorder due to chronic pain syndrome, with each of its veteran clients, claims it is secondary to the veterans’ pre-existing disabilities and also, that it arose at least in part, from their military service. Defendants rely on the diagnosis of a mental disability to obtain a 100% Permanent and Total disability level for each veteran regardless of whether the veteran even has

a psychologically-based disability and regardless of the extent of any such disability. The payoff for Defendants is that Veterans Guardian takes a commission calculated as five months worth of the increase in disability payment attributable to the fraudulent application for increased benefits that Defendants filed on the veteran's behalf.

4. Defendants' business model is permeated with fraud and deceit. Defendants refer their clients to a group of individuals who conduct psychological examinations remotely. This group is led by Dr. Gregory Villarosa ("Villarosa") and includes individuals who lack the educational and clinical background mandated under federal law to conduct these exams. The veterans are carefully prepped for the examination by Veterans Guardian. The documentation which Villarosa prepares, (and indeed all the documentation composing the packet of materials Defendants submit to the Veterans Administration), is largely auto-populated with diagnoses and symptoms. The disability level assigned to the patient by the examiner is never below 50%. Ever.

5. In the event that Veteran's Guardian fails to induce the VA to assign the 100% Permanent and Total disability level Defendants pursued with its initial submission, the Company routinely proceeds to tack on another diagnosis such as erectile dysfunction and then resubmit the application. Like the mental diagnoses, there is no clinical support for these supplemental diagnoses. The Company simply informs the client of the addition, adds the supplemental diagnosis and resubmits the claim. Using a four- person team composed of two certified nursing assistants and two employees with no background in providing health care, a disability is simply chosen based upon physical symptoms the veteran has previously complained about. Veterans Guardian also exploits the VA appeals process. If a disability claim is denied, Veterans Guardian appeals it. Significantly, the appeal is reviewed in another state from where

the application was originally reviewed (and denied). In Relator's experience, Veterans Guardian appeals enjoy a success rate approaching 99%.

6. Veterans Guardian in essence hijacks the application process, wresting control of it from the veteran in order to utilize a fraud-laden business model which the Defendants deliberately engineered to ensure that Defendants will enjoy the largest commission possible. Indeed, even clients' signatures are routinely forged.

II. JURISDICTION & VENUE

7. Jurisdiction is founded upon the FCA, 31 U.S.C. §§ 3729 *et seq.*, specifically 31 U.S.C. §§ 3732(a) & (b) and also 28 U.S.C. §§ 1331 and 1345.

8. The Court may exercise personal jurisdiction over the Defendants because one or more transacts business in this District, and/or engaged in the alleged illegal activities and practices in this District. Veterans residing in this District entered into agreements with Veterans Guardian.

9. Venue in this District is appropriate under 31 U.S.C. § 3732(a), in that many of the acts complained of took place in this District.

III. PARTIES

10. The United States is a real party in interest to the claims in this action. Through the Department of Veterans Affairs, the United States administers the VA disability compensation program.

11. Relator Leslie Carico is a resident of Pinehurst, North Carolina. Relator Carico earned an Associate's degree from Richmond Community College and also a B.S. in Psychology and Global Organization and Management Studies, and a B.S. in Health Care Administration, both from the University of Maryland. She is currently working towards obtaining a Masters

degree in School Counseling through Liberty University in Virginia. In addition to over twelve years managing a chain of eighteen apparel stores, Relator Carico ran her own business in equine management for roughly six years. Relator Carico worked for Veterans Guardian from approximately January 2019 until August 2019. Specifically, she was in charge of documentation control which meant that she oversaw the successful creation of the application package for increased disability benefits that the Company submitted. In this capacity, she acquired firsthand knowledge of how the Company conducts its business and also had regular contact with defendant Greenblatt.

12. Veterans Guardian is a North Carolina limited liability company with its principal office located at 75 Trotter Hills Circle, Pinehurst, NC 28374. Its website is <https://vetsguardian.com>. The Company came into being in or around August 2017. It describes itself on its website as a “consulting service providing pre-filing and post-filing consulting services to Veterans submitting claims for VA benefits.”

13. Scott Greenblatt is the founder and Chief Executive Officer of Veterans Guardian. At all relevant times, Greenblatt was engaged in directing the day to day operations of the Company and in formulating and enforcing the Company’s policies with respect thereto. Relator believes that defendant Greenblatt has an ownership interest in the Company although he may have recently sought to hide that interest by means of a transfer of assets to William Taylor, the Company’s COO, and the individual primarily in charge of managing the Company’s financial operations. Greenblatt held Company-wide weekly meetings at which he gave directives and advice on how to induce veterans to sign up with Veterans Guardian.

IV. LEGAL BACKGROUND

A. The Federal False Claims Act

14. The federal FCA imposes liability on any person who:

- (A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim; [or]

* * *

- (G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government[.]

31 U.S.C. §§ 3729(a)(1)(A), (B) & (G).

15. The term “knowingly” means “that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information.” 31 U.S.C. § 3729(b)(1)(A). Proof of specific intent to defraud is not required. *See* 31 U.S.C. § 3729(b)(1)(B).

16. Section 3729(a)(1) of the FCA provides that a person is liable to the United States Government for three times the amount of damages that the Government sustains because of the act of that person, plus a civil penalty of \$5,000 to \$10,000 per violation. Pursuant to the Civil Penalties Inflation Adjustment Act of 1990, as amended by the Debt Collection Improvement Act of 1996, 28 U.S.C. § 2461 (note), 64 Fed. Reg. 47099, 47103 (1999), and 28 C.F.R. § 85.3 (2015), the FCA civil penalties were adjusted to \$5,500 to \$11,000 per violation for violations occurring on or after October 23, 1996. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 2015, those same FCA civil penalty amounts were made applicable to all violations occurring on or before November 2, 2015. *See* 28 C.F.R. §§ 85.3 & 85.5 (2016); 81

Fed. Reg. 42491, 42500 (2016). In accordance with the Bipartisan Budget Act of 2015, 28 U.S.C. § 2461 (note) (2015), the Department of Justice has annually adjusted the penalties applicable to violations occurring after November 2, 2015 and assessed or enforced after August 1, 2016. As of the filing of this Complaint, the FCA civil penalty amounts have been adjusted for violations occurring after November 2, 2015 and assessed or enforced after January 29, 2018 to \$11,181 to \$22,363 per violation. 28 C.F.R. § 85.5 (2018).

V. VETERANS DISABILITY COMPENSATION

A. Compensation for Service-Related Disabilities

17. The U.S. Department of Veterans Affairs provides disability compensation payments (“VA Disability Compensation”) to veterans that become disabled as a result of personal injury or disease suffered or contracted (or for aggravation of a pre-existing injury suffered or disease contracted) in the line of duty. 38 U.S.C. § 1131.

18. The amount of VA Disability Compensation to which a veteran is entitled is based on the average impairment of earning capacity resulting from the qualifying injury. 38 U.S.C. § 1155. The severity of a veteran’s disability is expressed as a percentage “rating,” corresponding to “how much [the] disability decreases your overall health and ability to function.” VA Website, “About VA disability ratings,” available at <https://www.va.gov/disability/about-disability-ratings/>.

19. The Department of Veterans Affairs has adopted a schedule of ratings for VA Disability Compensation that categorizes a veteran’s disability rating as either 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, or total (100%). 38 U.S.C. § 1155.

20. A 100% Permanent and Total disability rating is generally protected from being reduced. If a veteran is given a 100% Permanent and Total disability level by the VA certain

benefits also come into play. For instance, if a veteran receives such a rating then a comprehensive healthcare benefit for spouses and children of the veteran applies. Eligible dependents can also receive education and training opportunities.

21. In the event that a veteran has more than one qualifying disability (of less than 100%), a combined ratings table is used to calculate a combined disability rating between 19% and 99%. See VA Website, "About VA disability ratings," available at <https://www.va.gov/disability/about-disability-ratings/>.

22. The VA Disability Compensation rates are updated annually and can be adjusted if the veteran has a dependent spouse, child, or parent, or if the veteran receives income from other sources.

23. The amount of a VA Disability Compensation payment varies substantially depending primarily on disability rating. For example, under the 2019 rates, a veteran with a 10% disability rating will receive a monthly payment of \$140.05 (regardless of dependents). A veteran with no dependents and a 50% disability will receive \$879.36 per month, and with a 90% disability and no dependents will receive \$1,833.62 per month. A veteran with a 100% disability rating and no dependents will receive \$3,057.13 per month. VA Website, "2019 Veterans disability compensation rates," available at <https://www.va.gov/disability/compensation-rates/veteran-rates/>.

24. Mental disorders can qualify as disabling conditions under the VA Disability Compensation program. The standards applicable to such conditions are contained in 38 C.F.R. § 4.16:

(a) When evaluating a mental disorder, the rating agency shall consider the frequency, severity, and duration of psychiatric symptoms, the length of remissions, and the veteran's capacity for adjustment during periods of remission. The rating agency shall assign an evaluation based on all the evidence of record that bears on occupational and

social impairment rather than solely on the examiner's assessment of the level of disability at the moment of the examination.

(b) When evaluating the level of disability from a mental disorder, the rating agency will consider the extent of social impairment but shall not assign an evaluation solely on the basis of social impairment.

(c) Neurocognitive disorders shall be evaluated under the general rating formula for mental disorders; neurologic deficits or other impairments stemming from the same etiology (e.g., a head injury) shall be evaluated separately and combined with the evaluation for neurocognitive disorders (see §4.25).

(d) When a single disability has been diagnosed both as a physical condition and as a mental disorder, the rating agency shall evaluate it using a diagnostic code which represents the dominant (more disabling) aspect of the condition (see §4.14).

25. Federal regulations provide the following chart as a guide for disability ratings for mental disorders.

GENERAL RATING FORMULA FOR MENTAL DISORDERS

	Rating
Total occupational and social impairment, due to such symptoms as: gross impairment in thought processes or communication; persistent delusions or hallucinations; grossly inappropriate behavior; persistent danger of hurting self or others; intermittent inability to perform activities of daily living (including maintenance of minimal personal hygiene); disorientation to time or place; memory loss for names of close relatives, own occupation, or own name.	100
Occupational and social impairment, with deficiencies in most areas, such as work, school, family relations, judgment, thinking, or mood, due to such symptoms as: suicidal ideation; obsessional rituals which interfere with routine activities; speech intermittently illogical, obscure, or irrelevant; near-continuous panic or depression affecting the ability to function independently, appropriately and effectively; impaired impulse control (such as unprovoked irritability with periods of violence); spatial disorientation; neglect of personal appearance and hygiene; difficulty in adapting to stressful circumstances (including work or a worklike setting); inability to establish and maintain effective relationships.	70
Occupational and social impairment with reduced reliability and productivity due to such symptoms as: flattened affect; circumstantial, circumlocutory, or stereotyped speech; panic attacks more than once a week; difficulty in understanding complex commands; impairment of short- and long-term memory (e.g., retention of only highly learned material, forgetting to complete tasks); impaired judgment; impaired abstract thinking; disturbances of motivation and mood; difficulty in establishing and maintaining effective work and social relationships.	50
Occupational and social impairment with occasional decrease in work efficiency and intermittent periods of inability to perform occupational tasks (although generally functioning satisfactorily, with routine behavior, self-care, and conversation normal), due to such symptoms as: depressed mood, anxiety, suspiciousness, panic attacks (weekly or less often), chronic sleep impairment, mild memory loss (such as forgetting names, directions, recent events).	30
Occupational and social impairment due to mild or transient symptoms which decrease work efficiency and ability to perform occupational tasks only during periods of significant stress, or symptoms controlled by continuous medication.	10
A mental condition has been formally diagnosed, but symptoms are not severe enough either to interfere with occupational and social functioning or to require continuous medication.	0

B. Claims Process for VA Disability Compensation

26. Claims for VA Disability Compensation consist of official government forms, medical records, and any other supporting documentation of a qualifying disability. The Department of Veterans Affairs may elect to interview an applicant to obtain further information about his or her condition. VA Website, “How to file a VA disability claim,” available at <https://www.va.gov/disability/how-to-file-claim/>.

27. The specific documentation that is required for an application for VA Disability Compensation will depend on the type of claim being made. For example, a veteran can file an original claim for benefits, a claim to increase the amount of compensation for a disabling condition that has worsened, or a supplemental claim to provide new evidence in support of an earlier claim that was denied.

28. The standard form for submission of a claim for VA Disability Compensation is VA Form 21-526EZ (“Application for Disability Compensation and Related Compensation Benefits”) (“Form 526EZ”).

29. Form 526EZ requires, among other things, information regarding the claimed disability and how it occurred or worsened, personal information about the veteran, information regarding the veteran’s military service, and a description of any other financial compensation the veteran is currently receiving from military service.

30. The veteran submitting Form 526EZ must provide their signature to affirm the following certification: *I certify that the statements in this document are true and complete to the best of my knowledge.*

31. In the event that a person legally authorized to act on behalf of a veteran submits Form 526EZ on the veteran’s behalf, that person must similarly certify that “*I understand that I*

may be asked to confirm the truthfulness of the answers to the best of my knowledge under penalty of perjury.”

32. Form 526EZ also expressly states that *“The law provides severe penalties which include fine or imprisonment, or both, for the willful submission of any statement or evidence of a material fact, knowing it to be false, or for the fraudulent acceptance of any payment to which you are not entitled.”*

C. Accredited Representatives and Veterans Service Officers

33. The Department of Veterans Affairs manages an accreditation process for individuals or entities that wish to represent veterans in their interactions with the agency regarding VA Disability Compensation.

34. Attorneys, claims agents, or Veterans Service Officers (“VSOs”) can obtain this accreditation by passing an exam, a background check, and engaging in ongoing education to remain current in their knowledge of the VA Disability Compensation process.

35. Accredited individuals or entities are permitted to help veterans obtain supporting documents, arrange transportation to medical appointments, and may even file claims or appeals on the veteran’s behalf.

36. Individuals or entities that are not accredited by the Department of Veterans Affairs are prohibited from representing veterans in their application for VA Disability Compensation. VA Website, “Get help filing your claim or appeal,” available at <https://www.va.gov/disability/get-help-filing-claim/>.

37. The Department of Veterans Affairs keeps a roster of accredited individuals and entities that veterans can search on its website. VA Website, “Accreditation Search,” available at <https://www.va.gov/ogc/apps/accreditation/index.asp>.

38. Neither Veterans Guardian nor Greenblatt are accredited by the Department of Veterans Affairs.

39. According to the VA.Gov website, non-accredited individuals or entities cannot assist in the preparation of claims for disability benefits:

Question: Is VA accreditation required to assist a veteran in preparing his or her claim?

Response: Yes. Accreditation means the authority granted by VA to assist claimants in the preparation, presentation, and prosecution of claims for benefits. 38 C.F.R. § 14.627(a). Unaccredited individuals may provide other services to veterans so long as they do not assist in the preparation, presentation, and prosecution of claims for benefits.

VA Website, available at https://www.va.gov/ogc/accred_faqs.asp.

VI. FACTUAL ALLEGATIONS

A. Defendants Market Their Fraudulent Disability Application Services To Veterans Across The Country

40. Veterans Guardian markets its services nationwide through a variety of means including Facebook, the Company's website, referrals, six "Recruiters" (who are compensated on a per client basis) and by sending representatives to attend venues such as gun shows, which are likely to attract large numbers of veterans. There were times while Relator was employed at the Company when the response rate from its Facebook page was so high that the Company turned off its Facebook page in order to catch up with the backlog of interested veterans.

41. During the 2019 holiday season the Company sent out greeting cards nationwide describing itself as a "medical claims consulting firm" for veterans:

"We're the experts. We are an evidenced-based medical claims consulting firm helping Veterans win previously denied and new claims to get the benefits Veterans didn't know they qualify for, ENSURING the VA hasn't short-changed their current disability."

42. During Relator's time at the Company, the volume of clients steadily increased. When Relator was terminated, the Company's monthly enrollment quota was 275 veterans and it

anticipated increasing that target to 330 per month. Relator estimates that Veterans Guardian enrolled about 2,600 veterans from October 2018 until August 2019.

43. In early February 2020, Relator was contacted by Jim Hill with whom Greenblatt worked as a contractor prior to founding Veterans Guardian. Hill had brought a lawsuit against Greenblatt alleging unethical and unlawful business practices and Greenblatt had just made his final settlement payment to Hill. According to Hill, Greenblatt had told him that Veterans Guardian was now processing 500 disability application packages per month and had approximately 120 employees.

B. Intake Personnel Take Veterans' Calls And Assign Each Veteran A Psychological Disability, Typically Depression

44. While Relator was employed at Veterans Guardian there were approximately 20 intake personnel handling veteran calls, all at the headquarters in Pinehurst. By the time she left in August 2019, the Company had plans to hire 15 more. The intake process was carefully designed to: 1) successfully enroll as many veterans as possible, and 2) facilitate completion of the application process quickly and efficiently, if possible within 48 hours of the veteran's encounter with the Company's designated psychological examiner.

45. During Relator's tenure at Veteran's Guardian, the Company utilized a sophisticated cloud-based customer communications platform called *Salesforce*. Supplying features to facilitate easy customer communication and information input, *Salesforce* (www.salesforce.com) enables the intake person to see on a nationwide map exactly where the veteran's home was located.

46. In the weeks before Relator officially began working at the Company, she observed the intake process for several days to familiarize herself with it. To induce veterans inquiring about the Company's services to sign up, intake personnel (referred to as "Claims

Strategists” to the public) offered veterans a free evaluation of the amount by which Veterans Guardian believed it could increase their disability level and thus their benefits. Claims Strategists were instructed to tell prospective customers that the Veterans Administration could not be trusted to deal with veterans fairly when it came to veterans’ benefits and that to receive the benefits to which they are fairly entitled, misrepresentations may have to be made to the VA. In the event that the veteran expressed concern over the cost of the service – a flat fee of \$295 dollars plus 5 times any increase in their current monthly disability payment - the intake person would explain that the veteran could benefit by as much as \$100,000 over the next ten years thus making a payment of \$5,000 for example more than reasonable. Moreover, the Company instructs veterans to make sure that when they communicated with the VA using the ebenefits platform, they should be sure to check the small box that says the veteran is seeking to receive all increased benefits to which they are retroactively entitled as well. Veterans Guardian never concluded that the disability level a prospective client had been given by the VA was reasonable. Specifically, the Company invariably concluded that it was too low.

47. After speaking with the veteran for several minutes, the Claims Strategist, who generally had no background in diagnosing mental illness, would decide which diagnosis the veteran should be given. Virtually every veteran was designated as either depressed (most of the clients were diagnosed as depressed) or suffering from Post Traumatic Stress Disorder (“PTSD”). During the initial call the veteran would be asked to provide the Company with a copy of the correspondence from the VA setting forth their original diagnosis and level of disability. The veteran would also be directed to contact Dr. Gregory Villarosa or someone else in his practice in order to be clinically evaluated. Occasionally a veteran would object to being classified as having a mental disorder. In those instances defendant Greenblatt would give the

intake person a canned “pitch” to make to the veteran to convince him or her to be designated as suffering from mental illness (generally focused on telling the veteran that the VA cannot be trusted to pay a fair amount and that this is money to which they are entitled) and on some occasions Greenblatt called them himself to make the pitch. All veterans enrolling with Veteran’s Guardian would sign an agreement which either Scott Greenblatt or William Taylor would execute on the Company’s behalf.

48. After intake was completed, document control specialists such as Relator, Allie Hill and Frederick Phillip (the team leader who was terminated during Relator’s tenure) would begin preparing the application package for the VA. Curtis DeBruhl, whose LinkedIn webpage identifies him as a UPS driver handled preparation of the PTSD application packages. At the outset, document control specialists would write up a summary about the veteran and send that write up directly to Dr. Villarosa, a local clinical psychologist that the Company routinely relied upon to clinically evaluate Veterans Guardian clients for mental illness. Veterans Guardian had a computer link enabling it to communicate directly with Dr. Villarosa’s offices.

C. A Veterans Guardian Affiliated Individual Conducts A Psychological Exam Of The Veteran Client Remotely And A VA Mental Health Form With Auto-Populated Information Is Prepared

49. The veteran would then meet with Dr. Villarosa, or one of his associates, remotely for approximately 40-45 minutes. Dr. Villarosa was paid \$295 per patient by Veterans Guardian – the same amount that the veteran paid in a flat fee to Veterans Guardian. In fact, the monthly debit card statement of client WP reveals that the \$295 which the veteran paid ostensibly to Veterans Guardian actually went directly to Dr. Villarosa. Other individuals worked with Villarosa and also met remotely with veterans including Dr. Villarosa’s wife Barbara and their daughter. One of Villarosa’s colleagues, Ross Whitmore, conducted veteran interviews and falsely held himself out to veterans as a psychologist. In truth, he was not a psychologist, nor did

he have a background in diagnosing or treating mental health issues. During Relator's employment with Veteran's Guardian Whitmore left Villarosa and went to work with Veteran's Guardian.

50. Notably, the federal form for veterans seeking benefits for mental illness limits the categories of health care providers who can conduct an initial examination of a veteran for a mental disorder to licensed psychiatrists, doctorate level psychologists or mental health providers possessing a similar level of academic and clinical experience. Whitmore did not satisfy the federal requirements for conducting these examinations.

51. Shortly after two individuals in the employ of Villarosa quit his practice, one of whom was Whitmore, Veterans Guardian instituted an internal program to prepare veterans for their remote session with the psychologist. Company employees Joanna Oakley, Ross Whitmore and Terry Mundy were on this team. They would direct the veteran to look tired and shabby during the interview. Veterans were advised not to shave and to use a cane or a wheelchair if they had one. They were directed to use certain buzz words or phrases in the course of responding to questions such as "depressed," "sad," and "no motivation." They were also advised not to characterize their family history or dynamics as contributing to their depression or mental stress. This is because such comments would make it more challenging to demonstrate that the veteran's psychological problems were due to his/her military service.

52. The federal form which Villarosa's office would typically complete in connection with its examination of the patient is VA Form 21-0960P-2 "Mental Disorders (Other Than PTSD and Eating Disorders) Disability Benefits Questionnaire" ("the Mental Health Form") which is applicable when diagnosing and describing depressive disorder due to chronic pain syndrome with depressive features. The goal in completing the form was to establish that the

veteran suffers from depression, that it is impacting his ability to function and that the depression was caused by injuries suffered during his/her military experience. A similar form, VA Form 21-0960P-3, was used in cases of PTSD.

53. An assistant to Dr. Villarosa would auto-populate much of the information contained in the Mental Health Form. For instance, the diagnosis and diagnosis code would already be filled in. Section III of the Mental Health Form lists thirty-one different symptoms which the psychologist is called up to checkmark if applicable. In the case of Veterans Guardian clients, the entire checklist was auto-populated with checkmarks and the exact same checkmarks were entered for every patient. Likewise, Section IV of the Mental Health Form, asking for all other symptoms attributable to their mental disorder, was auto-populated with the same additional symptoms for each Veterans Guardian client. Section VI of the Mental Health Form included a space to supply a "Medical Opinion" and a "Rationale For Medical Opinion." These fields were completed not by Villarosa, or one of his colleagues, but by Relator, or by another document control specialist.

54. The addendum to the Mental Health Form contained biographical information on the veteran and the results of a mental health exam. The addendum was auto-populated with general family background information, employment history and clinical observations. For each veteran Villarosa's office would then tweak the language to incorporate that veteran's particular place of birth, job history and the like.

55. It was Villarosa who was primarily responsible for the disability level assigned to the veteran attributable to his/her psychological illness. That level was always 50% or more. Upon information and belief, 50% was considered a "safe" minimum because the VA often assigned a 50% level and it was one which could be achievable even if the client's case was

weak. Relator was never able to discern a rational relationship between the disability level assigned to the veteran and the veteran's symptomology. The Form was usually auto-signed by Villarosa and this occurred even when another individual had conducted the examination. An example of this is attached hereto as Exhibit 1. This Mental Health Form was auto-signed by Dr. Villarosa even though Mr. Whitmore actually conducted the examination of the veteran.

D. Defendants Control The Content Of The VA Form 526EZ And Routinely Fabricate The Veteran's BDI Depression Score

56. The veteran's Form 526EZ was prepared by Relator or another document control specialist. In particular, the "Remarks" section of the Form was carefully completed to align with the psychologist's diagnosis and satisfactorily describe a "lifestyle impact" claim, often referred to in shorthand internally as an "LIC" claim. Essentially, this means the applicant is claiming that pre-existing service-related disabilities have caused him/her to become increasingly depressed and anxious.

57. The Beck Depression Inventory (BDI) form is a 21-item, self-report rating inventory that measures characteristic attitudes and symptoms of depression. BDI items are rated on a 4-point scale ranging from 0 to 3 based on the severity of each item. The maximum (worst) total score is 63. Veterans Guardian provided this form to each veteran being diagnosed with depression and instructed them to complete it on their own. However, when the veteran returned the completed form and the score was below 25 in the case of veterans diagnosed with depression, and 30, in the case of veterans diagnosed with PTSD, document control specialists, such as Relator, were instructed by Defendant Greenblatt and the Operations Manager, Mike Pierce, to increase the scores in order to get above that threshold. In Relator's experience, scores were changed well over 50% of the time. One score Company employees were *not* to change was that for suicidal thoughts (question #9 on the form). This is because an assertion that one is

experiencing suicidal thoughts can trigger an automatic 100% disability with respect to mental health and an expectation that the veterans' other answers on the form would be consistent with such an answer.

58. Once the package was complete (including the Mental Health Form, the Form 526EZ, and the Beck Inventory Form) it was mailed to the veteran for their signature. Veterans sometimes complained about the fact that their BDI score had been increased. In response, the Company would return the BDI scores back to what the client had originally entered, get the approval of the veteran and when the Company received the approved and signed package from the veteran, the Company would raise the BDI numbers to the higher, fabricated numbers without disclosing this to the veteran.

59. Sometimes veterans would voice complaints about misrepresentations which they saw in the application separate and apart from the BDI score. Some generally complained that the application inflated the extent of the veterans' depression or their limitations in functioning day to day. For instance, in or around May of 2019, one veteran, SL, refused to sign off on the application package because it contained "too many errors and untrue statements." Another veteran, WW, was very upset by his application because he feared it would threaten his security clearance and imperil his ability to obtain a gun permit.

60. Employees were instructed by Fred Phillips and Terry Mundy on how to lift a signature from another document and apply it to the application. For instance, they typically utilized this method of forgery if a disability application was being appealed. The Company would scramble to file the appeal paperwork, attach the Mental Health Form, and transfer the client's signature from the original application to the appeal and then fax the package to the VA.

Both Mike Pierce and Terry Mundy directed Relator at some point to lift a veteran's signature and apply it to another document.

E. The Application For Disability Benefits Submitted By Defendants To The VA Makes No Mention Of Veterans Guardian Whatsoever

61. The Department of Veterans Affairs has implemented centralized mail processing for compensation claims, including disability claims. The Company sent each application package via eFax to that mail processing center in Janesville, Wisconsin. Nowhere on the fax coversheet or indeed anywhere in the entire application package was Veterans Guardian identified, much less the fact that it had overseen and exercised control over the preparation and contents of the application. In short, its entire role was concealed.

62. A Compensation & Pension (C&P) examination is a medical examination of a veteran's disability, performed by a VA healthcare professional, or a VA contracted provider. The VA uses C&P exams to gather more evidence on a veteran's claimed condition before issuing a decision and assigning a rating. It was not uncommon for clients of Veterans Guardian to be contacted by the VA before a decision was made on their application in order to schedule a C&P exam. As was the case with the remote encounter with Villarosa's office, the Company's in-house team would carefully prep the veteran on what to say, how to look and how to act during the meeting with the VA health provider in order to achieve a favorable decision.

63. In the event that the client still did not achieve a 100% Permanent and Total disability level once its application for an increased disability payment based on psychological issues was approved, Veteran's Guardian deploys yet another strategy for reaching the 100% Permanent and Total mark. It tacks on another non-psychological diagnosis such as headaches or erectile dysfunction or any other physical complaint the client has described that Veterans Guardian will then claim is triggered by the client's psychological disability. For example, PTSD

can cause erectile dysfunction, gastroesophageal reflux disease and sleep apnea. Veterans Guardian then resubmits the application. There is no clinically based support for these supplemental diagnoses. No physician reviews the legitimacy of the complaint or its cause and no physician documentation is required. The Company simply informs the client of the addition and then submits the supplemental application. Internally, these claims are often referred to in shorthand as “General Medicine” claims, meaning that a medical condition of some sort has been added to the original application which identified a mental health disability. Such “Gen Med” claims are also utilized in the case of veteran clients who come to Veterans Guardian already having been diagnosed with a mental illness for which they are receiving VA benefits.

64. Additionally, Veterans Guardian exploits the VA appeals process. If a disability claim is denied, Veterans Guardian automatically appeals it. Significantly, the appeal is reviewed in another state from where the application was originally reviewed (and denied). In Relator’s experience, appeals enjoy a success rate of close to 99%.

65. Defendants’ efforts to increase its clients’ disability benefits through deceit have been highly successful. Relator estimates that during her tenure at the Company at least 90% of clients achieved an increase in their disability benefits and many, over half, were assigned to the 100% Permanent and Total disability level. The Company closely monitored the status of its clients’ applications. It had access to the clients’ social security number and took advantage of this information to contact the VA to regularly inquire as to the status.

F. Relator Is Retaliated Against For Voicing Her Concerns Over The Company’s Fraudulent Business Practices And Its Invalid Psychological Assessments

66. In May 2019, Relator was given a raise for good performance. Soon thereafter, Relator began to express her concern over the dishonest methods being employed by the Defendants to prepare applications for clients. She expressed her views to one co-worker who

then reported Relator's views to William Taylor. Allie Hill shared Relator's concerns and discussed them with Relator. In June, during a Company-wide meeting, Relator was called out for her disloyalty. An employee was also assigned to "watch" her documents. Also around this time Relator began refusing to forge signatures and questioning the validity of diagnoses. She researched and printed out peer-reviewed studies in psychology journals and used these to point out to William Taylor, Scott Greenblatt and others employed at the Company the diagnosis errors that Defendants were making according to the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). In response to her efforts to bring to light Veterans Guardian's problematic business practices, Relator perceived that she was treated as a pariah within the Company.

67. In July 2019, Relator told William Taylor she was tired of being harassed and that she was going to expose the Company as a fraud. He promptly fired her. Her last day of work was August 2, 2019.

68. On or about August 13, 2019, Relator submitted a formal complaint to the U.S. Department of Veterans Affairs Office of Inspector General ("OIG") notifying the OIG that she believed the Defendants were engaged in fraudulent activity with respect to the submission of applications for veterans' disability benefits. This claim was subsequently assigned claim number 2019-28400 by the OIG. Relator has supplied the OIG with additional information relevant to her complaint on at least two occasions.

69. Throughout the relevant time period and through the present, Defendants have submitted applications for veterans' disability benefits which are materially false and fraudulent in at least the following respects:

- a) Defendants, who were not accredited under 38 C.F.R. 14.629, had unlawfully presided over the preparation, presentation, and content of the application for disability benefits in violation of 38 C.F.R. 14.627(a);
- b) Intake personnel assigned each veteran a diagnosis of a mental health illness, generally depression, within minutes of speaking with the veteran on the phone and this initial “diagnosis” determined the trajectory of the entire process of preparing the veteran’s disability application package;
- c) Defendants falsely inflated the veteran’s BDI depression score in order to increase the likelihood that his/her claim for disability would be approved and at the highest percentage level;
- d) Dr. Villarosa was not independent from Veterans Guardian and thus his clinical judgment was materially impaired. When clients paid the initial \$295 fee, that fee went directly to Dr. Villarosa who was incentivized to find a mental illness;
- e) Villarosa and others in his office who conducted psychological examinations of veteran clients did not exercise clinical judgment when rendering psychological assessments as evidenced by at least the following facts: (1) Using an irrational, binary decision-making process, virtually every client was diagnosed with either depression or PTSD; (2) The veteran client’s disability was always assigned a level of 50% or higher; and (3) Villarosa and his colleagues auto-populated the Mental Health Form with the same symptoms of depression among the 31 listed for each veteran client and with the same additional symptoms as well;

- f) Defendants added supplemental diagnoses such as headaches and erectile dysfunction to applications with no clinical basis for doing so solely to increase the client's disability level;
- g) Defendants deceived clients into signing the application and then inflated their BDI depression score without disclosing this change to them;
- h) Defendants concealed from the Veterans Administration their pivotal role in determining the content of the disability application package; and
- i) individuals conducting psychological exams of veteran clients were not qualified by law to do so.

VII. COUNTS

Count I Federal False Claims Act 31 U.S.C. § 3729(a)(1)(A)

70. Relator re-alleges and incorporates each allegation in each of the preceding paragraphs as if fully set forth herein and further alleges as follows:

71. By virtue of the acts described above, Defendants "knowingly present[ed], or caus[ed] to be presented, false or fraudulent claims for payment or approval" in violation of 31 U.S.C. § 3729(a)(1)(A).

72. The United States, unaware of the foregoing circumstances and conduct, and in reliance on the truth and accuracy of the claims for payment, paid or authorized payment of those claims and has been damaged in an amount to be proven at trial.

Count II
Federal False Claims Act
31 U.S.C. § 3729(a)(1)(B)

73. Relator re-alleges and incorporates each allegation in paragraphs 1 through 69 as if fully set forth herein and further alleges as follows:

74. By virtue of the acts described above, Defendants have “knowingly ma[de], us[ed], or caus[ed] to be made or used, a false record or statement that was material to false or fraudulent claims” in violation of 31 U.S.C. § 3729(a)(1)(B).

75. The United States, unaware of the foregoing circumstances and conduct, and in reliance on the truth and accuracy of the claims for payment, paid or authorized payment of those claims and has been damaged in an amount to be proven at trial.

Count III
Federal False Claims Act
31 U.S.C. § 3729(a)(1)(G)

76. Relator re-alleges and incorporates each allegation in paragraphs 1 through 69 as if fully set forth herein and further alleges as follows:

77. By virtue of the acts described above, Defendants have “knowingly and improperly avoid[ed] or decreas[ed] an obligation to pay or transmit” money to the United States in violation of 31 U.S.C. § 3729(a)(1)(G).

PRAYER FOR RELIEF

WHEREFORE, Relator demands that judgment be entered in favor of the United States and against Defendants for the maximum amount of damages and such other relief as the Court may deem appropriate on each Count. This includes three times the amount of damages to the United States plus civil penalties of no more than \$22,363 and no less than \$11,181 for each violation after November 2, 2015, and any other recoveries or relief provided for under the FCA.

Further, Relator requests that she receive the maximum amount permitted by law from the proceeds or settlement of this action as well as from any alternative remedies collected by the United States, plus reasonable expenses necessarily incurred, and reasonable attorneys' fees and costs. Relator requests that her award be based upon the total value recovered, both tangible and intangible, including any amounts received from individuals or entities who are not parties to this action.

DEMAND FOR JURY TRIAL

A jury trial is demanded in this case.

DATED: 2/20, 2020

Respectfully submitted,

By: 

Michael Eisenkraft (Bar No. ME6976)
COHEN MILSTEIN SELLERS & TOLL PLLC
88 Pine Street, 14th Floor
New York, NY 10005
(212) 838-7797
meisenkraft@cohenmilstein.com

Jeanne A. Markey
Gary L. Azorsky
Raymond M. Sarola
COHEN MILSTEIN SELLERS & TOLL PLLC
1717 Arch Street, Suite 3610
Philadelphia, PA 19103
(267) 479-5700
jmarkey@cohenmilstein.com
gazorsky@cohenmilstein.com
rsarola@cohenmilstein.com

David K. Haynes
THE COCHRAN FIRM
1100 New York Avenue
Suite 340
Washington, DC 20005
(202) 682-5800
dhaynes@cochranfirm.com

Counsel for Relator

CERTIFICATE OF SERVICE

I hereby certify that I will cause a copy of the above Complaint to be served on the following counsel by mail:

The Honorable William P. Barr
Attorney General of the United States
United States Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530-001

Richard P. Donoghue
United States Attorney for the
Eastern District of New York
U.S. Attorney's Office
271 Cadman Plaza East
Brooklyn, NY 11201

DATED: 2/20, 2020



**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION**

JENNIFER FORD, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

VETERANS GUARDIAN VA CLAIM
CONSULTING, LLC,

Defendant.

CASE NO.: 1:23-cv-756

COMPLAINT -- CLASS ACTION

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Jennifer Ford (“Plaintiff”), individually and on behalf of all others similarly situated, alleges the following based on personal knowledge as to herself and on the investigation of her undersigned counsel as to all other matters, and brings this class action against Defendant Veterans Guardian VA Claim Consulting, LLC (“Defendant” or “Veterans Guardian”).

I. NATURE OF THE ACTION

1. This case is about illegal fees charged to disabled United States Military veterans by an unaccredited North Carolina-based company, Veterans Guardian. The fees are extracted from victims’ Disability Compensation benefits paid through the United States Department of Veterans Affairs (the “VA”). Despite its name, Veterans Guardian in fact preys on disabled veterans by unfairly and deceptively taking tens of millions of dollars of their disability benefits in violation of Federal law, the North Carolina Unfair and

Deceptive Trade Practices Act (“UDTPA”), and the North Carolina Debt Collection Act (“NCDCA”).

2. VA Disability Compensation provides a monthly tax-free payment to veterans who became sick or injured while serving in the military and to veterans whose service made an existing condition worse.¹

3. For VA Disability Compensation, the VA rates veterans’ disabilities on a scale from 0% to 100% in 10% increments (*e.g.*, 10%, 20%, 30%).²

4. VA Disability Compensation can be increased to compensate for dependents such as a spouse, parent, or children.³ Depending on the circumstances, VA Disability Compensation can exceed \$4,000 per month.

5. To obtain VA Disability Compensation, veterans must file a claim with the VA. There are many Veteran Service Organizations (“VSOs”) who assist veterans in filing their disability claims, *without charge*. Some of the most well-known VSOs include The American Legion, Veterans of Foreign Wars, Disabled American Veterans, among many other reputable organizations made up of VA accredited claims representatives.

6. Each of these organizations were stakeholders in the implementation of the Veterans Appeals Improvement and Modernization Act of 2017 which helped to dramatically reform and simplify the processes and procedures involved in obtaining

¹ See <https://www.va.gov/disability/>

² See <https://www.benefits.va.gov/compensation/rates-index.asp#:~:text=VA%20rates%20disability%20from%200,disability%20percentage%20for%20multiple%20disabilities>

³ See <https://www.va.gov/view-change-dependents/>

benefits or an increase in benefits.⁴ Once a veteran receives an initial claim rating, they may to continue with their VSO or, alternatively, may use a for-profit VA accredited agent or attorney. Like attorneys representing clients before the bar of a given state, Congress empowered the VA to regulate individuals and entities assisting veterans with filing claims for VA Disability Compensation benefits.

7. 38 CFR 14.629 (b)(1) plainly states that “[n]o individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney **unless** he or she has first been accredited by VA for such purpose.”

8. Despite this clear prohibition, Veterans Guardian routinely and systematically assists claimants in the preparation, presentation, and prosecution of claims for VA benefits *and* charges a substantial contingency fee for doing so despite not being accredited by the VA.

9. Veterans Guardian’s contingency fee equals five times the amount of any monthly VA Disability Compensation increase. This amount exceeds the amount that could be lawfully charged by legitimate VA-accredited representatives under 38 C.F.R. § 14, *et seq.*

10. Veterans Guardian’s uniform contract asserts that its services and fees are “in compliance with Chapter 59, United States Code and Title 38, Code of Federal Regulations § 14.” A copy of Plaintiff’s Consulting Service Agreement (the “Contract”)

⁴ <https://news.va.gov/press-room/vas-appeals-modernization-act-takes-effect-today-new-law-streamlines-departments-current-claims-and-appeals-process-for-veterans/>

with Defendant is attached hereto as Exhibit A.

11. There is no provision in Chapter 38 or Chapter 59 of the United States Code that allows Veterans Guardian, an unaccredited entity, to prepare claims for veterans to submit to the VA and to be compensated for doing so.

12. All fees collected by Veterans Guardian are unlawful as they stem from conduct prohibited by federal law.

13. Plaintiff seeks to represent all similarly situated veterans who have paid Veterans Guardian in connection with an unlawful agency contract that is unfair and deceptive under North Carolina law, the home state of Veterans Guardian.

II. JURISDICTION AND VENUE

14. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d), because there are at least 100 members in the proposed Class defined below, the combined claims of the proposed Class members exceed \$5,000,000, exclusive of interest and costs, and as discovery will show, more than two-thirds of the proposed Class members are citizens of a state other than Veterans Guardian's state of citizenship, North Carolina.

15. Alternatively, this Court has federal question jurisdiction over this action pursuant to 28. U.S.C. § 1331 as the foundation for the claims made arise under the Constitution, laws, or treaties of the United States, specifically Chapter 59, United States Code and Title 38, Code of Federal Regulations § 14 which prohibit non-accredited agents from aiding in the creation and/or submission of disability claims to the VA.

16. This Court possesses personal jurisdiction because Veterans Guardian deliberately and regularly conducts business, marketing, claim distributing, promoting VA claims assistance and appeals, and/or collections, in North Carolina, and has its principal place of business in Pinehurst, North Carolina. The illegal fees at issue are issued, invoiced, processed, and collected from the State of North Carolina. Veterans Guardian has obtained the benefits of the laws of North Carolina and profited handsomely from North Carolina commerce.

17. The Veterans Guardian contract with Plaintiff and the Class includes a Choice of Law and Venue provision which reads: “This agreement is entered into and shall be governed by the laws of the State of North Carolina and said states courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this agreement. ...”

18. Venue is also proper in this District pursuant to 28 U.S.C. § 1391 because Veterans Guardian is a limited liability company subject to personal jurisdiction in this District and does business in this District. Additionally, venue is proper because a substantial portion of the acts, events, and/or unlawful activity giving rise to the claims asserted occurred in this District.

III. PARTIES

19. Plaintiff Jennifer Ford is a United States Army Veteran and former Staff Sergeant who received an honorable discharge after her time in the military. Ms. Ford resides in Kilgore, Texas.

20. Defendant Veterans Guardian VA Claim Consulting, LLC is a North Carolina Limited Liability Company with its principal place of business in Pinehurst, North Carolina. Membership in Veterans Guardian is as follows: (a) Member Scott Greenblatt is a natural person and resident of Pinehurst North Carolina, and a citizen of North Carolina; and (b) Member William Taylor is a natural person and resident of Pinehurst North Carolina, and a citizen of North Carolina. Accordingly, upon information and belief, all members of Defendant's limited liability company are residents and citizens of North Carolina.

21. Veterans Guardian is headquartered and has its principal place of business at 75 Trotter Hills Circle, Pinehurst, North Carolina 28374. Upon information and belief, Veterans Guardian's employees are employed and conduct the following business at its headquarters, without limitation: prepare VA Disability Compensation claims, correspond to client inbound calls, manage its website, discuss VA Disability Compensation claims with veterans, request medical records, request military records, review medical records and military records, place telephone calls to veterans to prepare veterans for private medical examination, place telephone calls to veterans to prepare veterans for the VA's C&P examination, email draft copies of completed VA Disability Compensation claims to veterans, mail hard copies of VA Disability Compensation Claims to veterans, provide instructions on how to execute a VA Disability Compensation Claim Packet and the necessary attachments, place telephone calls to veterans to explain how to submit intent to file, email invoices to veterans to collect a debt, receive payments from veterans as a result

of Defendant's debt collection activities, and other related activities.

22. Defendant prepares, presents, and/or prosecutes VA Disability Compensations Claims and Appeals. Defendant operates a brick-and-mortar location in Pinehurst, North Carolina. Upon information and belief, Defendant solicits and targets veterans from all 50 states, and owns and operates the website: <https://vetsguardian.com/>.

IV. FACTS

A. The History of VA Disability Compensation Benefits

23. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefits Administration ("VBA"); (b) Veterans Health Administration ("VHA"); and (c) National Cemetery Administration ("NCA"). The VBA provides a variety of disability compensation, pension, education, and more.⁵ VBA is the administration involved in approving and awarding VA Disability Compensation.

24. The United States recognizes the effects of military service on veterans that result in disabilities that are service connected and secondary service connected, diseases, or injuries incurred or aggravated during active military service.⁶ The VA's disability program provides monthly VA Disability Compensation payments to veterans who suffered injuries during their military service or secondary to their military service.

25. In 2022, nearly 3.9 million veterans received monthly disability

⁵ See

<https://www.benefits.va.gov/benefits/about.asp#:~:text=Protects%20the%20benefits%20paid%20to,%2C%20Veterans%2C%20and%20their%20families>

⁶ See <https://helpdesk.vetsfirst.org/index.php?pg=kb.page&id=1785>

compensation payments for partial or complete disabilities.⁷

B. Federal Law Contains Strict Guidelines Governing the Challenged Conduct

26. Sections 14.626 through 14.637 of Title 38 of the Code of Federal Regulations, implement Chapter 59 of the United States Code governing the representation of claimants for veterans' benefits. There are very clear and strict dictates under this law including:

- Anyone assisting “in the preparation, presentation, and prosecution of claims for VA benefits” must be accredited by VA for that purpose. 38 C.F.R. 14.629 (b)(1)
- Only accredited agents and attorneys may receive a fee from claimants or appellants for their services. 38 C.F.R. § 14.636(b).
- Fees charged by accredited Agents and attorneys after an initial decision must comply with power of attorney requirements of 38 C.F.R. § 14.631 and the fee agreement requirements of 38 C.F.R. § 14.636(g).
- All agreements for fees for services must be in writing and signed by both the claimant or appellant and the accredited agent or attorney. Specifically, those agreements must contain: (1) name the veteran; (2) name the claimant or appellant if other than a veteran; (3) name any disinterested third-party payer and the relationship between the third-party payer and the veteran, claimant, or appellant; (4) set forth the applicable VA file number; and (5) contain the specific terms under which the amount to be paid for the services of the attorney

⁷ See <https://www.census.gov/newsroom/press-releases/2021/veterans-report.html>

or agent will be determined. 38 C.F.R. § 14.636(g)(1)(i-v).

27. A copy of those signed written agreements must then be sent to either the VA or Office of General Counsel (“OGC”) within 30 days. 38 C.F.R. 14.636(g)(3).

28. No money may ever be charged or paid before a notice of the initial claim is issued. 38 U.S.C. § 5904(c)(1).

29. Fees exceeding 33 1/3 percent of past-due VA disability benefits awarded are presumed unreasonable. 38 C.F.R. § 14.636(f)

30. It is unlawful to charge veterans for assisting with initial claims or the recovery of future VA benefits.

31. Upon information and belief, Veterans Guardian is not an accredited agent of the VA, has never filed any direct-pay fee agreements with the VA, nor filed a direct-pay fee agreement with the OGC for VA Disability Compensation Claims that it prepares and collects a fee from U.S. veterans. Veterans Guardian also charges fees for initial claims and for amounts that do not comply with the VA strict limitations set forth above.

C. Unfair and Deceptive Acts by Defendant Veterans Guardian

38. By failing to first receive accreditation from the VA prior to assisting Veterans in the preparation and presentation of their veterans’ benefits claims under the guise of providing only “pre-filing” and “post-filing” consulting services and charging exorbitant fees that are contingent upon the success of veterans’ claims, Veterans Guardian violated federal regulations; and by violating regulations that were designed to protect veterans, Veterans Guardian has committed an unfair and deceptive trade practice under

N.C. Gen. Stat. § 75–1.1.

32. The standard form Veterans Guardian Consulting Service Agreement (the “Contract”) entices veterans to use its services with deceptive or false statements. For example, contrary to the specific prohibitions against unaccredited agents preparing VA Disability Compensation Claims, the Contract states that its services and fees are “in accordance with Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations § 14.” This is false or deceptive statement. Veterans Guardian is an unaccredited agency and is strictly prohibited by Federal Law from assisting in preparing or presenting disability claims to the VA. But Veterans Guardian ignores these restrictions and regulations and deceptively provides these restricted services under the pretext of providing “pre-filing” and “post-filing” consulting services. Even though the Contract informs clients that Veterans Guardian is unaccredited, it takes advantage of its veteran clients with its superior position of knowledge and sophistication by intentionally mischaracterizing its services as pre and post filing consulting services.

33. The purpose of the regulations *viz.* 38 U.S.C. Chapter 59 and 38 C.F.R. § 14 was to protect veterans from exploitation by the unlawful business practices as challenged here. For example, the purpose of enacting the law and regulations set forth above was to ensure that “claimants for Department of Veterans Affairs (VA) benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans' benefits.” See 38 C.F.R. § 14.626. In fact, while enacting § 14.636 *viz.* the provision capping the fees that agents or attorneys may charge “in connection with

representation” in proceedings before the VA to 33 1/3%, Congress expressed a concern with allowing contingent fee agreements, stating that such agreements “present a more specific risk of exploitation” and “give rise to the potential that a significant portion of a veteran’s past-due benefits could be transferred to a lawyer for less work than was expected by the client at the time of the agreement.” *See Accreditation of Agents and Attorneys; Agent and Attorney Fees*, 73 FR 29852-01.

34. Veterans Guardian’s unfair business practices have caused many unwary veterans to hire Veterans Guardian believing it to be a legitimate provider of lawful VA claim services, when in fact the Contracts are unlawful due to the fact that Veterans Guardian is not accredited by the VA; Veterans Guardian’s services are not permissible under the regulations; Veterans Guardian is not permitted to charge fees on initial claims, Veterans Guardian’s fees exceed the rates charged by actual VA accredited agents and attorneys; Veterans Guardian’s claim over VA benefits in the form of “agreed-to” fees and the penalties imposed for the non-payment of fees are unlawful under the regulations. Thus, by violating regulations that were enacted by Congress to protect veterans from becoming victims of unlawful, unscrupulous and deceptive business practices, Veterans Guardian violates UDTPA, § 75-1.1. Its unlawful and unfair business practices have proximately caused Plaintiff’s damages in the form of unlawful payments made from her monthly benefit payments.

D. Press Scrutiny of Veterans Guardian and Other “*Claims Sharks*”

35. In the last few years, companies such as Veterans Guardian, which illegally

prey on veterans in the name of helping them increase their disability benefits, have come under significant scrutiny by the media, veterans' advocacy groups and the VA itself.

36. On April 1, 2022, WBTV a local television station Charlotte, North Carolina, ran a news segment warning veterans against Veterans Guardians after conducting a private investigation into its services. The news segment included interviews with veterans who had used their services and found that Veterans Guardian “asked veterans for their personal login credentials and submit[ted] claims in their name.” WBTV also reported that it had seen an email from Veterans Guardian in which it coached a client on how to ask for documents from the VA and the client told WBTV that Veterans Guardian had warned him specifically not to mention to the VA that he was working with Veterans Guardian. Below is a snapshot of the email displayed in the news segment:⁸

⁸ See <https://www.wbvtv.com/2022/04/01/pack-vultures-american-legion-warns-veterans-about-nc-company/>

'A pack of vultures.' American Legion warns veterans about NC Company

Veterans Guardian previously the subject of WBTV investigation

To move along with the process, we need some additional information to continue developing your individual claim strategy. Once we receive your information, we will complete the assessment and get back to you quickly with an individual strategy to maximize your VA disability compensation!

?????

Please provide the following documents to matthew.brawn@vetsguardian.com or by Fax to (910) 493-3988.

1) DD214 - Certificate of Release or Discharge from Active Duty

2) VA Rating Decision Letter - If you have previously filed a claim the VA would have mailed you a letter with an explanation of their decision. If you do not have your Decision Letter, you can obtain this via the VA hotline.

Call the VA at 1-800-827-1000 - Request to speak to a representative and ask for the following "Please fax me my Rating Decision Letter to (910) 493-3988"

(Please have them send it in YOUR name on the cover letter, not Veterans Guardian)

If you have a Rated Disability with the VA please also provide the following:

3) VA Disability Rating Breakdown Letter - To obtain this letter please call the VA at 1-800-827-1000.



WBTV INVESTIGATES
Request to ... with the list ... (Please have ... CHARGING FOR HELP GETTING BENEFITS ... ans Guardian) 6:15 | 70°
WBTV

37. WBTV also reported that the American Legion also expressed its concern with Veterans Guardian's services and fees, calling it a "a pack of vultures" and a "predatory claims company."

38. On April 27, 2022, the United States House of Representatives, Committee on Veteran's Affairs, held an investigative hearing on the practices of unaccredited claims consultants. At this conference, several veterans' advocates such as the American Legion, National Organization of Veterans' Advocates ("NOVA") and Veteran of Foreign Wars ("VFW") testified on the predatory practices of unaccredited agencies such as Veterans Guardian. For example, the VFW, referred to non-accredited consulting groups as "Claim Sharks," and called out a few predatory practices employed by these companies such as "guaranteeing increases in benefits" and "promising no-cost consultations."

39. More recently, CBS News and the Texas Tribune also brought to light the predatory nature of unaccredited claims consultants such as Veterans Guardian.⁹

E. Veterans Guardian Submitted False or Misleading Statements to Congress

i. Veterans Guardian's First False Statement to Congress

40. On April 27, 2022, the House Committee on Veterans' Affairs Subcommittees on Disability Assistance and Memorial Affairs and Oversight and Investigations conducted an open session and joint oversight hearing entitled "At What Cost? – Ensuring Quality Representation in the Veteran Benefit Claims Process" (the "Hearing").

41. Among the witnesses testifying was William Taylor ("Mr. Taylor"), co-founder and Chief Operating Officer of Veterans Guardian. When questioned during the hearing, Mr. Taylor testified under oath that "Veterans Guardian has not received a cease-and-desist letter from the VA."¹⁰ The Hearing Committee later determined that the Letter sent by the VA OGC staff attorney was a cease-and-desist letter.

ii. Veterans Guardian's Second False Statement to Congress

42. On May 9, 2022, Hearing Committee staff emailed Brian Johnson ("Mr.

⁹ See CBS News, "Some private companies charge hefty fees to help veterans with disability claims," May 11, 2023 at <https://www.cbsnews.com/news/veterans-disability-claims-companies-charge-fees/> (last visited on August 3, 2023); Texas Tribune, "As veteran disability claims soar, unaccredited coaches profit off frustration with VA system," July 5, 2023 at <https://www.texastribune.org/2023/07/05/veterans-disability-benefits-brian-reese-va-claims-insider/> (last visited on August 3, 2023).

¹⁰ *Id.*

Johnson”), Veterans Guardian’s Vice President of Government and Public Affairs seeking to confirm Mr. Taylor’s testimony that Veterans Guardian “has not received a cease-and-desist letter from the VA.” That same day, Veterans Guardian’s through Mr. Johnson, falsely stated that Veterans Guardian had not received any cease-and-desist letter from VA OGC. *Id.*

iii. Veterans Guardian’s Third False Statement to Congress

43. On June 9, 2022, Hearing Committee staff met with Mr. Taylor, Mr. Greenblatt, and Mr. Johnson and other representatives of Veterans Guardian to discuss its inaccurate statements regarding the Letter. When again asked about Mr. Taylor’s testimony, Veterans Guardian officials stated that they did not recall receiving a cease-and-desist letter from the VA OGC. *Id.*

44. Following Veterans Guardian’s third false or misleading statement and/or omission, the Hearing Committee staff explicitly referenced the Letter addressed to Mr. Greenblatt. At that time, after the Hearing Committee’s fourth attempt to seek the truth from Veterans Guardian’s officials, Veterans Guardian finally admitted that it had received the Letter, but did not believe that the Letter constituted a cease-and-desist letter.

iv. Once Reminded that His False Statements to Congress Carry Five Years in Prison, Mr. Taylor Supplemented his False Testimony

45. On June 27, 2022, the Chairs and Ranking Members of the Subcommittees sent a letter to Mr. Prober and advised that Mr. Taylor’s testimony was inaccurate because the VA OGC categorized the Letter to Veterans Guardian as a cease-and-desist letter.

Notably, the Committee cited the June 27, 2022 letter, and reminded Mr. Taylor that it is a crime, punishable by fines and imprisonment of up to 5 years, to knowingly and willfully make a materially false, fictitious, or fraudulent statement or representation to Congress. Subsequently, Mr. Taylor supplemented his testimony to Congress.

F. PLAINTIFF'S FACTS

46. Plaintiff Jennifer Ford was honorably discharged from the United States Army on August 18, 2009.

47. Plaintiff suffered from several service-connected injuries and secondary service-connected injuries as a result of her military service as a military police officer.

48. Because her injuries were known and obvious, Plaintiff knew that she had to file a claim for disability benefits with the VA.

49. Prior to contacting Veterans Guardian, Plaintiff received a 60% VA disability impairment rating as a result of her military service. She received a monthly payment from the VA as a result of her disabilities.

i. Plaintiff's First Claim

50. In early 2022, Plaintiff believed that the PTSD she suffered from due to her time in the military caused her to suffer a complete disability at a level higher than the 60% that had previously been determined by the VA.

51. Plaintiff went to the internet to gather information about filing a VA Disability Compensation Claim or appeal with the VA.

52. Plaintiff's internet search took her to the Veterans Guardian website.

53. After spending time reading information on Veterans Guardian's website,¹¹ Plaintiff used the website to contact the company directly about filing a claim with the VA for additional benefits.

54. Thereafter, Plaintiff received a call from a representative of Veterans Guardian that explained its representation and services. Importantly, Veterans Guardian's representative ensured Plaintiff that its VA services were legal and in full compliance with Federal Law and that it would only charge Plaintiff five (5) times any monthly VA Disability Compensation increase received by Plaintiff, each time Veterans Guardian increased Plaintiff's monthly VA Disability Compensation. After speaking with Defendant's representative, Plaintiff signed the Contract and became a client of Veterans Guardian.

55. Once it signed Plaintiff as a client, Veterans Guardian solicited access to Plaintiff's medical records and military records to review and develop a strategy to increase her VA Disability Compensation.

56. Next, Veterans Guardian coordinated an outside private medical opinion to assess Plaintiff's post-traumatic stress disorder ("PTSD") symptoms.

57. A representative of Veterans Guardian's prepared Plaintiff for her PTSD private medical examination by explaining the PTSD examination and evaluation process.

58. Once the private medical examination was complete and Plaintiff received a medical opinion, Veterans Guardian drafted and prepared Plaintiff's VA Disability

¹¹ See <https://vetsguardian.com/>.

Compensation Claim using official VA forms, including: (a) VA Application for Disability Compensation and Related Compensation Benefits Form – 21-526EZ; and (b) VA Statement in Support of Claim Form – 21-4138. Additionally, Veterans Guardian gathered the necessary attachments including Plaintiff’s DD214 and private medical opinion. All of the VA forms prepared by Veterans Guardian and the necessary attachments (the “Packet”) were emailed by Veterans Guardian to Plaintiff for her review. The Packet emailed was labeled “draft” as it was drafted and prepared by Veterans Guardian.

59. Once Plaintiff approved the Packet, Veterans Guardian then mailed the Packet to Plaintiff with instructions, including that Veterans Guardian: (a) marked specific locations where Plaintiff was required to sign and date the VA Disability Compensation Claim that it prepared; (b) pre-marked the Packet’s envelope with the VA’s mailing address that would receive the Packet; (3) pre-stamped the Packet’s envelope; and (4) instructed Plaintiff to place the Packet in the mail.

60. Veterans Guardian’s claim preparation continued after mailing her Packet to the VA. Specifically, Veterans Guardian instructed Plaintiff to notify its office if the VA sent correspondence that requested additional information so that Veterans Guardian could assist Plaintiff with a response and provide advice on how to respond to the VA.

61. Once Plaintiff’s Packet was submitted to the VA, Veterans Guardian provided additional instructions to Plaintiff to present to the VA medical examiner and respond to the VA’s questions.

62. Plaintiff thereafter received a call from the VA to schedule her VA

Compensation and Pension Examination (“C&P Exam”).¹² A representative of Veterans Guardian prepared Plaintiff for her C&P Exam and coached her on how to present her symptoms to the VA medical examiner.

63. Contrary to Veterans Guardian’s claims that it only offers “pre-filing” and “post-filing” claims assistance, Veterans Guardian assists veterans following their submission of the Packet when it assists with C&P Exams, simulated the C&P Exam, and prepared Plaintiff and the Class members for the C&P Exam.

64. In her First Claim in which Veterans Guardian’s assisted Plaintiff, her disability rating increased.

65. Plaintiff took no part in drafting her VA Disability Claim. Veterans Guardian and its employees are the only individuals that prepared Plaintiff’s First Claim and prepared Plaintiff for her C&P examination upon filing her First Claim.

66. Below is an email from Veterans Guardian’s representative to Plaintiff in which it admits to preparing Plaintiff’s First Claim:

¹² When a veteran files a claim for VA Disability Compensation with the VA, the VA may ask the veteran to appear at an examination as part of the VA claim process. This is known as a VA claim exam or a VA compensation and pension exam.

On Fri, Mar 25, 2022, 1:59 PM Samantha Kehoe <samantha.kehoe@vetsguardian.com> wrote:
Veteran Ford,

Attached you will find your VA claim packet for review. **The document is password protected.** The password is the **last six digits of your Social Security Number.**

Please thoroughly look over your claim, making sure all information listed throughout is correct. **If your claim needs corrections or revisions**, please let us know what needs to be corrected at your earliest convenience (call or email me). **If your claim is accurate and ready**, please reply with your approval to this

1

email, and we will then physically mail a copy of the complete claim to you at your mailing address. If you or someone you trust is not available to receive your claim by mail, **please tell us now.**

Once you've reviewed and approved your claim, we will provide you with:

1. A complete, printed copy of your claim
2. Instructions on where you'll need to add your signature and date throughout your packet
3. An addressed, stamped envelope to send your claim to the VA

You can expect your claim to be processed by the VA within 90-120 days after you mail in your claim, although it can certainly happen sooner than that. Please check your eBenefits account regularly - VA eBenefits accounts are updated by VA personnel, so it is not possible for us to predict when your claim submission will be reflected. Please also check your daily postal mail, which is still a common method of notification by the VA. Be sure to contact us if/when you receive *any* VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward.

It's been a pleasure working with you. We wish you the best with your VA claim.

--

Respectfully,



Samantha Kehoe
PTSD Team at Veterans Guardian VA Claim Consulting

67. Upon clicking the link contained in the email above, Plaintiff was routed to several VA claim forms that had been fully prepared by Veterans Guardian.

68. Veterans Guardian completely prepared Plaintiff's VA Disability Compensation Claim. It selected the appropriate forms, filled out all the necessary data for Plaintiff's specific claim, printed the claim forms and supporting documents, and mailed the completed Packet in paper form to Plaintiff's home address, along with a fully addressed envelope addressed to the VA, and instructions on where to add her signature and date on the claim form. Veterans Guardian even provided a pre-addressed and stamped envelope for mailing her claim submission to the VA.

69. Veterans Guardian prepares and completes thousands of similar claim forms

for submission to the VA every month.

70. Moreover, Veterans Guardian also reminded Plaintiff in no uncertain terms, “Be sure to contact us if/when you receive any VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward.”

71. Plaintiff ultimately received a VA Disability Compensation increase of \$360.00 per month.

72. Pursuant to the fee agreement contained in Veterans Guardian’s Contract, Veterans Guardian invoiced Plaintiff for \$1,800.00 ($\360.00×5).

73. Plaintiff paid Veterans Guardian \$1,800.00 over the course of several monthly installment payments for preparing her VA Disability Compensation claim that was submitted to the VA.

74. A VA accredited agent or attorney is not permitted to charge a fee based on increasing a veteran’s monthly disability compensation. A VA accredited agent or attorney is only permitted to charge a percentage of the back pay or past due benefits capped at 33 1/3 percent, unless approved by the OGC.

75. Plaintiff’s back pay or past due benefits resulting from her first claim total roughly \$350.00. As a result, the maximum a VA accredited agent or attorney could have charged Plaintiff regarding her first claim is approximately \$116.55.

76. In her first claim, Veterans Guardian charged Plaintiff over fifteen times or over 1,500% the allowable fees permitted by federal law.

77. Veterans Guardian never submitted a fee agreement to the VA or the OGC. Moreover, the OGC never approved of Veterans Guardian's fees that exceeded 33 1/3%.

ii. Plaintiff's Second Claim

78. Following Plaintiff's rating increase related to her PTSD, Plaintiff believed that she had another viable disability claim related to her high blood pressure that would increase her VA Disability Compensation further.

79. Plaintiff again reached out to Veterans Guardian and had a telephone conversation to strategize about her Second Claim, and the representative of Veterans Guardian suggested that Plaintiff file a second supplemental claim for additional benefits from the VA. .

80. For Plaintiff's Second Claim, Veterans Guardian focused on her high blood pressure/hypertension, scarring, tinnitus, and asthma.

81. Again, Veterans Guardian solicited access to Plaintiff's medical records to review and develop a strategy to attempt to increase her VA Disability Compensation.

82. Veterans Guardian thereafter fully prepared Plaintiff's Second Claim.

83. Plaintiff never drafted her Second VA Disability Claim that achieved an increase, nor did she receive assistance from any VSO or VA-accredited representative. Veterans Guardian and its employees are the only individuals that prepared and worked on Plaintiff's second claim.

84. A November 7, 2022 email from a Veterans Guardian's representative to Plaintiff admits to fully preparing Plaintiff's Second Claim:

From: Samantha Mellon <samantha.mellon@vetsguardian.com>
Date: Mon, Nov 7, 2022, 11:58 AM
Subject: Packet for Review
To: Jenn Ford <jenanderic1814@gmail.com>

Veteran Ford,

Attached you will find your VA claim packet for your review.

The document is password protected.

The password is the last six digits of your Social Security Number.

Please thoroughly review your claim, and make sure that your Social Security Number, home address and phone number listed throughout are correct.

If your claim is accurate and ready, **please tell us immediately.**

If corrections are needed, let us know what needs to be corrected. Once you are satisfied, we will **mail** you:

1. A complete, printed copy
2. Instructions on where to sign and date
3. A self-addressed, stamped envelope to mail your claim to the VA

If you, or someone you trust is not available to mail your claim, **please tell us now.**

After 7 days if we do not get a response from you, your claim packet will automatically be sent to our mail team, and mailed out to you.

Plan on your claim being processed by the VA within 90-120 days, though processing times can vary.

85. Veterans Guardian also completely prepared Plaintiff's Second VA Disability Claim. It selected the appropriate form, filled out all the necessary data for Plaintiff's claim, printed the claim form and supporting documents, and mailed the completed package in paper form to Plaintiff's home address along with a fully addressed envelope addressed to the VA and instructions on where to add her signature and date the claim form. Veterans Guardian even provided a pre-addressed and stamped envelope for mailing her claim submission to the VA.

86. Veterans Guardian completes thousands of similar claim forms for submission to the VA every month.

87. Veterans Guardian also reminded Plaintiff in no uncertain terms that it would continue to assist in preparing and submitting her claim to the VA: "Be sure to contact us

if/when you receive any VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward.”

88. Ultimately, Plaintiff received a monthly VA Disability Compensation increase worth \$300.00.

89. Thereafter, Veterans Guardian invoiced Plaintiff under its Contract for \$1,500.00 (\$300.00 x 5) or five times her monthly VA Disability Compensation increase.

90. Had a VA accredited agent or attorney prepared Plaintiff’s second claim, their fee would have been limited to 33 1/3% of the retroactive award or back pay.

91. The retroactive award for Plaintiff’s second claim was roughly \$1,620.00. In other words, the fees paid to a VA accredited agent or attorney for Plaintiff’s second claim would have been roughly \$539.46.

92. Plaintiff paid Veterans Guardian \$1,500.00 in one lump sum on her Second Claim.

93. In total, Plaintiff has paid Veterans Guardian \$3,401.00 with respect to her First Claim and Second Claim.

94. Had a VA accredited agent or attorney assisted with Plaintiff’s two claims, Plaintiff would have only been required to pay approximately \$656.01.

95. As a result of its unlawful fees, Plaintiff paid Veterans Guardian at least \$2,744.99 more than is permitted by federal law and could have been charged by Accredited Agents.

96. Veterans Guardian has employed similar excessive fees to members of the Class.

97. Veterans Guardian collects these amounts in open violation of the restrictions and qualifications set forth in 38 C.F.R. § 14, *et seq.*

98. Discovery will show that no individual at Veterans Guardian is licensed to practice medicine.

99. Discovery will show that no individual at Veterans Guardian is a VA accredited agent or attorney.

V. CLASS ALLEGATIONS

100. Plaintiff brings this case as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed class is defined as:

UDTPA Class: All veterans who paid Veterans Guardian a fee in connection with preparing claims for VA Disability Compensation under a contract in substantially the same form as Exhibit A.

NCDCA Class: All veterans who received an invoice from Veterans Guardian in connection with preparing claims for VA Disability Compensation under an invoice in substantially the same form as Exhibit B.

101. Expressly excluded from the Class are: (a) any Judge presiding over this action and members of their families; (b) Defendant and any entity in which Defendant has a controlling interest, or which has a controlling interest in Defendant, and its legal representatives, assigns and successors; and (c) all persons who properly execute and file a timely request for exclusion from the Class.

102. The class period is four (4) years prior to the original filing date of this action.

103. Plaintiff reserves the right to amend the Class definition if warranted as a result of further investigation and discovery.

Rule 23(a) Criteria

104. Numerosity. Veterans Guardian's scheme has harmed and continues to harm veterans and their dependents. The members of the Class are so numerous that joinder of all members is impracticable. Veterans Guardian's written graphic that it emailed to Plaintiff on May 16, 2023, states that it has "a success rate of over 90%" and has "processed over 25,000 disability claims in the last two (2) years."¹³ The sheer volume of its VA Disability Claim business supports a finding of numerosity.

105. The exact number of Class members is unknown as such information is in the exclusive control of Veterans Guardian. Veterans Guardian, however, has prepared, prosecuted, and/or presented tens of thousands of VA Disability Claims on behalf of veterans disguised as *pro se* VA claims and where it charged veterans a contingent fee equivalent to five (5) times the monthly VA Disability Compensation increase that the veteran receives as a result of Veterans Guardian's representation, preparation, presentation, and/or prosecution of his/her VA Disability Claim.

106. Due to the nature of the VA Disability Claims involved and the fact that Veterans Guardian assists veterans in all 50 states and online around the globe, Plaintiff believes the Class consists of thousands of veterans. Defendant's online ads are

¹³ Exhibit C

geographically dispersed throughout the U.S. and internationally making joinder of all Class members impracticable.

107. Commonality. Common questions of law and fact affect the rights of each Class member and common relief by way of damages is sought for Plaintiff and the Class.

108. The harm that Veterans Guardian has caused is substantially uniform with respect to Class members. Common questions of law and fact that affect the Class members include, but are not limited to:

- a. Whether Defendant is subject to the limitations of 38 U.S.C. Chapter 59 and 38 CFR § 14, *et seq.*;
- b. Whether Defendant's business practices are in violation of 38 U.S.C. Chapter 59 and 38 C.F.R. § 14;
- c. Whether Defendant's violations of 38 U.S.C. Chapter 59 and 38 C.F.R. § 14 are *per se* violations of the North Carolina Unfair and Deceptive Practices Act ("UDTPA");
- d. Whether the Defendant is a debt collector as defined by the North Carolina Debt Collection Act ("NCDCA") N.C.G.S. § 75-50(3);
- e. Whether Defendant's invoices were sent in violation of NCDCA N.C.G.S. § 75-50(2) by falsely representing the legal status, character or true nature of the debt.
- f. Whether Defendant's violations of NCDCA are *per se* violations of the UDTPA; and

- g. Whether members of the Class have sustained damages and, if so, the proper measure of such damages provided by N.C. Gen Stat § 75-16.

109. Typicality. Plaintiff's claims are typical of the claims (and defenses that will be asserted) of the Class because she is a veteran of the United States Military and her VA Disability Compensation Claim prepared, presented, and/or prosecuted by Defendant was typical of the type of assistance that Defendant provides to veterans following standardized practices, procedures, and policies. The documents involved in the transaction were standard form documents and the violations are statutory in nature. Plaintiff suffered damages of the same type and in the same manner as the Class she seeks to represent. There is nothing peculiar about Plaintiff's claims.

110. Adequacy. Plaintiff will fairly and adequately assert and protect the interests of the Class. Plaintiff has hired attorneys who are experienced in prosecuting class action claims and will adequately represent the interests of the class and Plaintiff has no conflict of interest that will interfere with maintenance of this class action.

Rule 23(b) Criteria

111. Predominance and Superiority. Pursuant to FED. R. CIV. P. 23(b)(3), a class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

- a. The common questions of law and fact set forth herein predominate over any questions affecting only individual Class members. The statutory claims under the N.C. Gen Stat § 75-1 require a simple identification of those veterans who are covered

under the statute, and an act in violation of N.C. Gen Stat § 75-1.1, *et seq.*

b. The statutory claims under the N.C. Gen Stat § 75-50 require a simple identification of those veterans who are covered under the statute, and an act in violation of N.C. Gen Stat § 75-51(8).

c. Plaintiff can identify members of each class once she receives a list of all veterans that entered into a Consulting Service Agreement, similar to Exhibit A, and paid money to Veterans Guardian and/or received a standard form invoice similar to Exhibit B.

d. The number of veterans who paid Veterans Guardian's fees that exceed 33 1/3 percent of the increased award as governed by 38 CFR § 14.636(f)(1) is a predominant common question that will turn on the language of the contract.

e. There are no unusual legal or factual issues that would create manageability problems;

f. Prosecution of thousands of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications against Defendant and could create incompatible standards of conduct;

g. Adjudications with respect to individual members of the Class could, as a practical matter, be dispositive of any interest of other members not parties to such adjudications, or substantially impair their ability to protect their interests; and

h. The claims of the individual Class members are small in relation to the expenses of litigation, making a Class action the only procedural method of redress in

which Class members can, as a practical matter, recover.

112. Moreover, Veterans Guardian has acted and refused to act on grounds generally applicable to the Class, thereby making declaratory relief and corresponding final injunctive relief under Rule 23(b)(2) appropriate with respect to the Class as a whole. Veterans Guardian should be enjoined from preparing, presenting, and/or prosecuting VA Disability Claims in violation of N.C. Gen Stat § 75-1.1, *et seq.*, N.C. Gen Stat § 75-50, *et seq.*, 38 U.S.C. Chapter 59, *et seq.*, and 38 CFR § 14, *et seq.*, and a declaration should be issued that Defendant disgorge its ill-gotten gains and void the invoices with any outstanding debt.

COUNT I
Violation of the N.C. Gen Stat § 75-1.1, *et seq.*
(UDTPA Class)

113. Plaintiff incorporates by reference each and every factual allegation set forth in paragraphs 1 - 112 above.

114. Veterans Guardian's Contract states that North Carolina law applies to the agreement between the parties regarding compensation to Veterans Guardian for preparing the VA Disability Compensation claim Packet to be submitted to the VA.

115. The North Carolina UDTPA prohibits businesses from engaging in unfair and deceptive acts or practices. The UDTPA largely mirrors the Federal Trade Commission Act and states that "Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are declared unlawful." N.C. Gen Stat § 75-1.1.

116. The UDTPA provides a four-year statute of limitations.

117. The purpose of UDTPA is “to declare, and to provide civil legal means to maintain, ethical standards of dealings between persons engaged in business and between persons engaged in business and the consuming public within this State to the end that good faith and fair dealings between buyers and sellers at all level[s] of commerce be had in this State.” *Bhatti v. Buckland*, 328 N.C. 240, 400 S.E.2d 440 (1991).

118. Courts have used many standards to determine whether an act or practice is “unfair,” including:

- (1) If the act violates industry standards
- (2) Violates public policy
- (3) Immoral, unethical, or unscrupulous
- (4) Substantially injures consumers
- (5) Inequitable assertion of the party’s power or position
- (6) Has the tendency to deceive

119. “Commerce” includes all business activities, however, denominated, but does not include professional services rendered by a member of a learned profession. N.C. Gen Stat § 75-1.1(b).

120. Veterans Guardian charged fees to veterans for preparing claims for disability benefits with the VA which constitutes commerce under the UDTPA as such services were rendered by unaccredited claims representatives, not a member of a learned profession.

121. Veterans Guardian's business activities, at all times relevant to this Complaint, are considered "commerce" as defined in N.C. Gen Stat § 75-1.1(b).

122. Veterans Guardian's business practices occurred almost exclusively in North Carolina and violate the UDTPA because they violated public policy, were unethical and unscrupulous, and substantially injured veterans.

123. The UDTPA was created to provide an additional remedy apart from those less adequate remedies afforded under common law causes of action for fraud, breach of contract, or breach of warranty.

124. North Carolina courts have held that a violation of a regulatory statute that are designed to prevent unfair or deceptive conduct can constitute a *per se* violation of the UDTPA.

125. Veterans Guardian's violation of 38 U.S.C. §59, *et seq.* and/or 38 C.F.R. § 14, *et seq.*, constitutes a violation of regulations designed to prevent unfair and or deceptive conduct and therefore can act as a *per se* violation of N.C. Gen. Stat. 75-1.1.

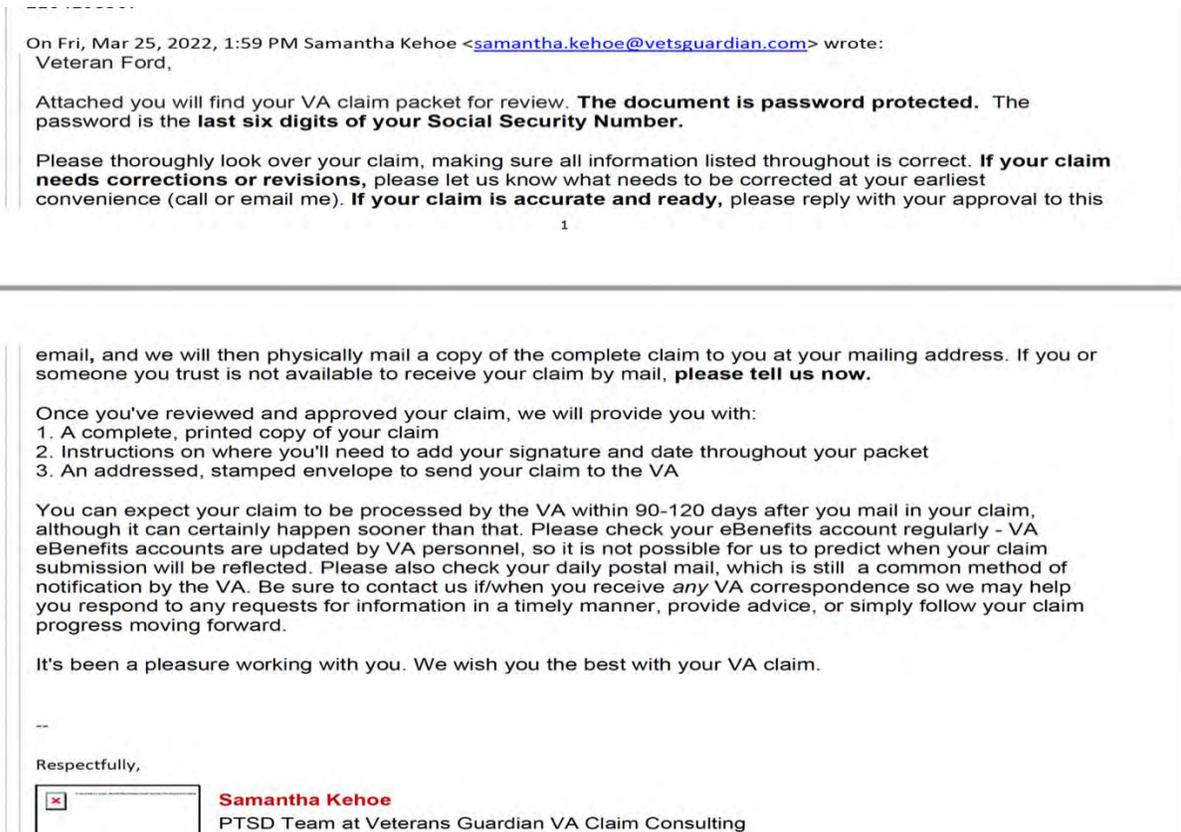
126. Moreover, North Carolina appellate courts have held that violations of regulatory statutes that are designed to protect consumers are *per se* violations of N.C.G.S. 75-1.1.

127. Federal law established under 38 U.S.C. Chapter 59, *et seq.* and/or 38 C.F.R. § 14, *et seq.*, are regulations governing who can prepare and present claims for disability benefits to the VA and how much can be charged to the veteran in connection with such services. Because these regulations were designed to protect veterans, Veterans Guardian's

business practice of routinely violating these regulations constitutes a per se violation of N.C.G.S. 75-1.1. Specifically, sections 14.626 through 14.637 of Title 38 of the Code of Federal Regulations, implement Chapter 59 of the United States Code governing the representation of claimants for veterans' benefits.

128. 38 C.F.R. 14.629 (b)(1) states: "No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose."

129. Veterans Guardian is in violation of 38. C.F.R. 14.629(b)(1) because it admittedly prepared Plaintiff's First Claim for VA benefits without first receiving accreditation by the VA:



130. Upon clicking the link contained in the email above, Plaintiff was routed to several VA claim forms that had been fully prepared by Veterans Guardian.

131. Veterans Guardian completely prepared Plaintiff's First Claim. It selected the appropriate forms, filled out all the necessary data for Plaintiff's specific claim, printed the claim forms and supporting documents, and mailed the completed Packet in paper form to Plaintiff's home address, along with a fully addressed envelope addressed to the VA, and instructions on where to add her signature and date on the claim form. Veterans Guardian even provided a pre-addressed and stamped envelope for mailing her claim submission to the VA.

132. Upon information and belief, Veterans Guardian prepares and completes thousands of claim forms for submission to the VA every month that are substantially similar to Plaintiff's First Claim.

133. Moreover, Veterans Guardian also reminded Plaintiff in no uncertain terms, "Be sure to contact us if/when you receive any VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward."

134. Once Plaintiff's First Claim was submitted, Veterans Guardian prepared Plaintiff for her private medical exam, C&P medical exam administered by the VA, and Veterans Guardian instructed Plaintiff to notify its office if the VA sent correspondence that requested additional information so that Veterans Guardian could assist Plaintiff with a response and provide advice on how to respond to the VA, in violation of 38. C.F.R.

14.629(b)(1).

135. Plaintiff received an increase related to her First Claim worth roughly \$360.00 per month.

136. Only accredited agents and attorneys may receive a fee from claimants or appellants for their services provided in connection with representation, however, even as an unaccredited claims representative, Veterans Guardian charged and collected a fee related to Plaintiff's First Claim in violation of 38 C.F.R. § 14.636(b).

137. Pursuant to the language contained in Veterans Guardian's Contract, Veterans Guardian emailed Plaintiff an invoice charging her \$1,800.00 (\$360.00 x 5) for its services in preparing Plaintiff's First Claim.

138. Over the course of several months, Plaintiff paid Veterans Guardian \$1,800.00 in several installment payments.

139. Veterans Guardian collection of fees for services provided in connection with Plaintiff's First Claim representation violates 38 C.F.R. § 14.636(b).

140. Agents and attorneys may charge claimants or appellants for representation provided that: after an agency of original jurisdiction has issued a decision¹⁴ on a claim or claims or for an increase in rate of benefit, so long as the agent or attorney has complied with: (1) the power of attorney requirements of 38 C.F.R. § 14.631; and (2) the fee agreement requirements of 38 C.F.R. § 14.636(g).

141. All agreements for the payment of any fees for services rendered in

¹⁴ This means once the VA has made its initial claim decision or original claim decision.

connection with Veteran's benefits must be in writing and signed by both the claimant or appellant and the accredited agent or attorney. To be valid and lawful, a fee agreement must: (1) name the veteran; (2) name the claimant or appellant if other than a veteran; (3) name any disinterested third-party payer and the relationship between the third-party payer and the veteran, claimant, or appellant; (4) set forth the applicable VA file number; and (5) contain the specific terms under which the amount to be paid for the services of the attorney or agent will be determined. 38 C.F.R. § 14.636(g)(1)(i-v).

142. Within thirty (30) days of the execution of a fee agreement between a veteran and representative, the representative must send a copy of their fee agreement to either the VA or Office of General Counsel ("OGC"). 38 C.F.R. 14.636(g)(3).

143. In connection with Plaintiff's First Claim, Veterans Guardian never complied with any of the power of attorney requirements contained in 38 C.F.R. § 14.631 nor the fee agreement requirements of 38 C.F.R. § 14.636(g). Furthermore, Veterans Guardian is not an accredited agent of the VA, has never filed any direct-pay fee agreements with the VA, nor filed a direct-pay fee agreement with the OGC for any of the VA Disability Compensation Claims that it prepared and collected a fee on Plaintiff's First Claim.

144. Plaintiff's back pay or past due benefits resulting from her First Claim is roughly \$350.00. As a result, the maximum amount that a VA accredited agent or attorney could have charged Plaintiff for the increase of her First Claim would have been capped at approximately \$116.55.

145. In her First Claim, Veterans Guardian charged Plaintiff fifteen times or over

1,500% the allowable fees permitted by federal regulations when Veterans Guardian charged \$1,800.00 to Plaintiff.

146. In Plaintiff's First Claim, Veterans Guardian never submitted a fee agreement to the VA or the OGC. Moreover, the OGC never approved of Veterans Guardian's fees.

147. As for Plaintiff's Second Claim, Veterans Guardian is in violation of 38. C.F.R. 14.629(b)(1) because it admittedly prepared Plaintiff's Second Claim for VA benefits without first receiving accreditation by the VA:

From: Samantha Mellon <samantha.mellon@vetsguardian.com>
Date: Mon, Nov 7, 2022, 11:58 AM
Subject: Packet for Review
To: Jenn Ford <jenanderic1814@gmail.com>

Veteran Ford,

Attached you will find your VA claim packet for your review.

The document is password protected.

The password is the last six digits of your Social Security Number.

Please thoroughly review your claim, and make sure that your Social Security Number, home address and phone number listed throughout are correct.

If your claim is accurate and ready, **please tell us immediately.**

If corrections are needed, let us know what needs to be corrected. Once you are satisfied, we will **mail** you:

1. A complete, printed copy
2. Instructions on where to sign and date
3. A self-addressed, stamped envelope to mail your claim to the VA

If you, or someone you trust is not available to mail your claim, **please tell us now.**

After 7 days if we do not get a response from you, your claim packet will automatically be sent to our mail team, and mailed out to you.

Plan on your claim being processed by the VA within 90-120 days, though processing times can vary.

148. Upon clicking the link contained in the email above, Plaintiff was routed to several VA claim forms that had been fully prepared by Veterans Guardian.

149. Veterans Guardian completely prepared Plaintiff's VA Second Claim. It

selected the appropriate forms, filled out all the necessary data for Plaintiff's specific claim, printed the claim forms and supporting documents, and mailed the completed Packet in paper form to Plaintiff's home address, along with a fully addressed envelope addressed to the VA, and instructions on where to add her signature and date on the claim form. Veterans Guardian even provided a pre-addressed and stamped envelope for mailing her claim submission to the VA.

150. Veterans Guardian prepares and completes thousands of similar claim forms for submission to the VA every month.

151. Again, Veterans Guardian also reminded Plaintiff in no uncertain terms, "Be sure to contact us if/when you receive any VA correspondence so we may help you respond to any requests for information in a timely manner, provide advice, or simply follow your claim progress moving forward."

152. Once Plaintiff's Second Claim was submitted, Veterans Guardian prepared Plaintiff for her C&P medical exam administered by the VA and Veterans Guardian instructed Plaintiff to notify its office if the VA sent correspondence that requested additional information so that Veterans Guardian could assist Plaintiff with a response and provide advice on how to respond to the VA, in violation of 38. C.F.R. 14.629(b)(1).

153. Plaintiff received an increase related to her Second Claim. Plaintiff received a VA Disability Compensation increase worth roughly \$300.00 per month.

154. Only accredited agents and attorneys may receive a fee from claimants or appellants for their services provided in connection with representation, however, even as

an unaccredited representative, Veterans Guardian charged and collected a fee related to Plaintiff's Second Claim in violation of 38 C.F.R. § 14.636(b).

155. Pursuant to the language contained in Veterans Guardian's Contract, Veterans Guardian charged Plaintiff an invoice (\$300.00 x 5) for its services in preparing Plaintiff's Second Claim.

156. For Plaintiff's Second Claim, she paid Veterans Guardian \$1,500.00 in one lump sum payment.

157. Accredited agents and attorneys may charge claimants or appellants for representation provided that: after an agency of original jurisdiction has issued a decision¹⁵ on a claim or claims or for an increase in rate of benefit, so long as the agent or attorney has complied with: (1) the power of attorney requirements of 38 C.F.R. § 14.631; and (2) the fee agreement requirements of 38 C.F.R. § 14.636(g).

158. All agreements for the payment of any fees for services rendered in connection with Veteran's benefits must be in writing and signed by both the claimant or appellant and the accredited agent or attorney. To be valid and lawful, a fee agreement must: (1) name the veteran; (2) name the claimant or appellant if other than a veteran; (3) name any disinterested third-party payer and the relationship between the third-party payer and the veteran, claimant, or appellant; (4) set forth the applicable VA file number; and (5) contain the specific terms under which the amount to be paid for the services of the attorney or agent will be determined. 38 C.F.R. § 14.636(g)(1)(i-v).

¹⁵ This means once the VA has made its initial claim decision or original claim decision.

159. Within thirty (30) days of the execution of a fee agreement between a veteran and representative, the representative must send a copy of their fee agreement to either the VA or Office of General Counsel (“OGC”). 38 C.F.R. 14.636(g)(3).

160. In connection with Plaintiff’s Second Claim, Veterans Guardian never complied with any of the power of attorney requirements contained in 38 C.F.R. § 14.631 nor the fee agreement requirements of 38 C.F.R. § 14.636(g). Furthermore, Veterans Guardian is not an accredited agent of the VA, has never filed any direct-pay fee agreements with the VA, nor filed a direct-pay fee agreement with the OGC for any of the VA Disability Compensation Claims that it prepared and collected a fee on Plaintiff’s First Claim.

161. Had a VA accredited agent or attorney prepared Plaintiff’s Second Claim, their fee would have been limited to 33 1/3% of the retroactive award or back pay. The retroactive award for Plaintiff’s Second Claim was roughly \$1,620.00. In other words, the fees paid to a VA accredited agent or attorney for Plaintiff’s Second Claim would have been capped at approximately \$539.46.

162. Veterans Guardian’s collection of fees for services provided in connection with Plaintiff’s Second Claim violates 38 C.F.R. § 14.636(b).

163. The VA also prohibits agents and attorneys from charging or being paid for services with respect to services provided before the date on which a notice of the initial claim is issued. 38 U.S.C. § 5904(c)(1).

164. Moreover, the VA makes it unlawful for any individual or entity to charge

veterans for assisting with initial claims or the recovery of future VA benefits.

165. Upon information and belief, Veterans Guardian collects fees related to representation when it prepares claims.

166. Pursuant to 38 C.F.R. § 14.636(f), any fee that exceeds 33 1/3 percent of any past-due VA disability benefits awarded shall be presumed to be unreasonable by the VA.

167. Here, Congress created the robust regulations for VA claim services in 38 U.S.C. § 59, *et seq.* and 38 C.F.R. § 14, *et seq.*, to protect veterans similarly situated to Plaintiff from predators like Veterans Guardian. The North Carolina Supreme Court has held “Violations of statutes designed to protect the consuming public and violations of established public policy may constitute unfair and deceptive practices.” *Stanley v. Moore*, 339 N.C. 717, 723, 454 S.E.2d 225, 228 (N.C. 1995).

168. As detailed herein, Veterans Guardian has repeatedly and systematically violated numerous provisions of 38 U.S.C. § 59, *et seq.* and 38 C.F.R. § 14, *et seq.* In total, Plaintiff paid Veterans Guardian \$3,401.00 with respect to her two claims.

169. Had a VA accredited agent or attorney assisted with Plaintiff’s two claims, Plaintiff would have only been required to pay approximately \$656.01.

170. As a result of its unlawful fees, Plaintiff paid Veterans Guardian at least \$2,744.99 more than is permitted by federal regulation.

171. Veterans Guardian has employed similar practices to charge excessive fees to members of the Class.

172. Veterans Guardian collects these amounts in open violation of the

restrictions, qualifications and regulations set forth in 38 C.F.R. § 14.

173. Therefore, Defendant's acts violated federal regulations in the following ways:

- a. Helping claimants prepare and present their VA benefits claims while being unaccredited;
- b. Charging fees that exceeds the rates allowed by the VA regulations for helping with such claims and/or charging fees that exceeds what is charged by VA accredited and highly vetted agents and attorneys;
- c. Exercising a claim over VA benefits in the form of "agreed-to" fees and imposing steep penalties for the non-payment of fees;
- d. Charging fees that it knows exceed thirty-three-and-one-third of a veteran's retroactive award;
- e. Charging fees for claims assistance when it is unaccredited;
- f. Receiving fees for claims assistance when it is unaccredited; and
- g. Emailing invoices to collect debts related to claims assistance provided by its unaccredited representatives.

174. Emailing invoices to collect debts related to claims assistance whereby Defendant charges a fee that exceeds thirty-three-and-one-third percent, late fees, or interest. Accordingly, Defendant's violation of the federal regulations enacted to protect veterans, who are part of the consuming public, meets the three-part test under the UDTPA and thereby constitutes a *per se* violation of the UDTPA.

175. Veterans Guardian should not be permitted to keep any portion of its fees because it failed to submit its fee agreement in accordance with 38 C.F.R. § 14.636(f).

176. Veterans Guardian should not be permitted to keep any portion of its fees because it is not accredited and the collection of a fee by an unaccredited claims representative violates 38 C.F.R. § 14.636(b).

177. Plaintiff and Class members have been harmed and suffered actual damages (as defined by the UDTPA) by paying excessive fees under their Veterans Guardian standard form Consulting Service Agreements. See Exhibit A.

178. As a direct and proximate cause of Veterans Guardian's regulatory violations, Plaintiff and the Class are entitled to actual damages and compensatory damages along with injunctive relief pursuant to section N.C. Gen Stat § 75, *et seq.*

179. Plaintiff and the Class are entitled to treble damages pursuant to N.C. Gen Stat § 75-16.

180. Plaintiff and the Class are entitled to attorneys' fees and costs pursuant to N.C. Gen Stat § 75-16.1. Plaintiff and the Class have reason to believe that Defendant is violating and will continue to violate the Federal Regulations cited herein, and thereby are entitled to a declaration from the Court that the contracts with Defendant are void and unenforceable and any other concomitant equitable relief.

COUNT II
Violations of the North Carolina Debt Collection Act
N.C. Gen Stat § 75-50, *et seq.*
(NCDCA Class)

181. Plaintiff incorporates by reference each and every factual allegation set forth

in paragraphs 1 - 112 above.

182. The North Carolina Debt Collection Act (“NCDCA”) and the UDTPA are interrelated, and the NCDCA is essentially an extension of the UDTPA to debt collection practices. *See Batten v. Panatte, LLC (In re Batten)*, No. 18-00256-5-DMW (Bankr. E.D.N.C. Feb. 22, 2019).

183. Veterans Guardian is a debt collector as defined by the NCDCA, N.C.G.S. § 75.50(3).

184. NCDCA applies to any person engaged in debt collection from a consumer, which includes a creditor collecting its own accounts. N.C.G.S. § 75-50(3).

185. Plaintiff and the Class are consumers as defined by the NCDCA, N.C.G.S. § 75-50(1).

186. Veterans Guardian attempted to collect a debt from Plaintiff when it emailed her two form invoices whereby it sought payment for an alleged debt from Plaintiff on her First Claim and her Second Claim.

187. Upon information and belief, Veterans Guardian emailed other similarly situated veterans nearly identical form invoices whereby it attempted to collect substantially similar debts arising from unlawful and prohibited practices.

188. As such, the Veterans Guardian’s form invoices sent to Plaintiff and the Class seek to collect a “debt” within the meaning of N.C.G.S. § 75-50(2).

189. “The collection letters need not have caused each class member a personal, factual injury based on his or her subjective reaction to it, but only an informational injury

based on alleged misrepresentations and misleading information contained in the letters, in violation of the statute.” *McMillan v. Blue Ridge Companies, Inc.*, 866 S.E.2d 700, 707, 379 N.C. 488, 497, 2021 -NCSC- 160, ¶ 21 (N.C., 2021)

190. “[W]hen a statute creates a cause of action independent from a personal, factual, injury, ‘the relevant questions are only whether the plaintiff has shown a relevant statute confers a cause of action and whether the plaintiff satisfies the requirements to bring a claim under the statute.’ The NCDCA is one such statute.” *McMillan v. Blue Ridge Companies, Inc.*, 866 S.E.2d 700, 709, 379 N.C. 488, 500, 2021 -NCSC- 160, ¶ 34 (N.C., 2021)(internal citations omitted).

191. The NCDCA prohibits any person collecting a debt from making deceptive or false representations about the debt being collected as follows:

75-54. Deceptive representation.

No debt collector shall collect or attempt to collect a debt or obtain information concerning a consumer by any fraudulent, deceptive or misleading representation. Such representations include, but are not limited to, the following:

...

(4) Falsely representing the character, extent, or amount of a debt against a consumer...

(7) Falsely representing the status or true nature of the services rendered by the debt collector or his business.

192. Veterans Guardian admits that it is not accredited. Exhibit A. The VA only permits accredited attorneys or agents to charge for assistance with VA Disability Claims. 38 C.F.R. § 14.636(b).

193. Veterans Guardian knew that only accredited agents and attorneys may charge a fee to veterans for such services as provided in 38 C.F.R. § 14.636(b), and that even accredited agents may only charge a maximum of one-and-one-third percent of any back pay award pursuant to 38 C.F.R. § 14.636(f).

194. By sending Collection Letters seeking payment for claim services that are prohibited by Chapter 38 CFR § 14 et seq and by charging amounts that exceed the limited amounts that can be charged for such services, by those accredited agents, Veterans Guardian falsely represented the legal status, character or “true nature” of the debt. In truth, the debt is completely prohibited by Chapter 38.

195. On Plaintiff’s First Claim, Veterans Guardian charged Plaintiff \$1,800.00 (\$360.00 x 5), even though federal law capped fees on Plaintiff’s First Claim at approximately \$116.55.

196. On Plaintiff’s Second Claim, Veterans Guardian charged Plaintiff \$1,500.00 (\$300.00 x 5), even though federal law capped fees on Plaintiff’s Second Claim at approximately \$539.46.

197. In total, Veterans Guardian charged Plaintiff \$3,401.00 with respect to her two claims, even though it knew that federal law prohibited any fees higher than \$656.01.

198. To collect its unlawful fees, Veterans Guardian’s emailed debt collection invoices to Plaintiff that did not disclose the unlawful nature of the agreement or the underlying debt stemming therefrom. See Exhibit B.

199. Upon information and belief, Veterans Guardian entered into thousands of

illegal standard form Consulting Service Agreement contracts with veterans across the United States similar to Exhibit A. Once a veteran receives an increase from the VA and is awarded additional monthly benefits, Veterans Guardian emails illegal standard form invoices, similar to Exhibit B.

200. Any debts that Veterans Guardian collected under its standard form illegal Consulting Service Agreement and standard form invoices should be disgorged. Any outstanding debts related to any standard form illegal Consulting Service Agreement should be void.

201. Defendant had actual knowledge that its fees are not authorized by federal law or North Carolina law, and therefore in charging the illegal fees Veterans Guardian knowingly violated N.C.G.S. § 75-55 by claiming and attempting to enforce a debt which was not legitimate and not lawfully due and owing.

202. As a direct and proximate result of Defendant's NCDCA violations, Plaintiff and the Class have been harmed in the amount of fees collected and are entitled to actual damages, statutory damages of not less than \$500 but no more than \$4,000 for each violation, declaratory and injunctive relief, and attorney's fees and costs pursuant to N.C.G.S. § 75-56(a)-(d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter an Order:

- a. Certifying this action as a class action as provided by Rule 23 of the Federal Rules of Civil Procedure, appointing Plaintiff as Class Representative, and appointing the undersigned attorneys and their firms as Class Counsel;
- b. That this Court enter judgment in favor of Plaintiff and the Class for Defendant's *per se* violations of N.C. Gen Stat § 75-1.1, *et seq.*;
- c. That this Court award actual damages sustained by Plaintiff and the Class in an amount to be proved at trial;
- d. That this Court award treble damages as required by 75-1.1, *et seq.*, for the harm caused by Defendant;
- e. That this Court enter judgment in favor of Plaintiff and the Class for Defendant's violations of N.C. Gen Stat § 75-50, *et seq.*;
- f. That this Court order the Defendant to pay civil penalties to Plaintiff and the Class worth not less than five hundred dollars (\$500.00) nor greater than four thousand dollars (\$4,000.00) for each violation N.C.G.S. § 75-56(b);
- g. That this Court assess punitive damages against the Defendant in accordance with N.C.G.S. § 75-56(c).
- h. That this Court order Defendant to disgorge profits received by Defendant from sales and revenue of any kind as a result of the actions complained of by Plaintiff and the Class;
- i. That this Court order that any outstanding debts still owed by the Class under Defendant's Contract are void.

j. Awarding Plaintiff, and all those similarly situated, reasonable attorneys' fees and costs incurred in this action pursuant to N.C. Gen Stat § 75-16.1, *et seq.*

k. Enjoin Defendant from further violations of 38 U.S.C. § 59, *et seq.* and 38 CFR 14, *et seq.*;

l. Awarding Plaintiff, and all those similarly situated, any pre-judgment and post-judgment interest as may be allowed under the law; and

m. Awarding such other and further relief as the Court may deem just and proper.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues so triable.

Dated: September 1, 2023

Varnell & Warwick, P.A.

By: /s/ Jeff Osterwise
Jeff Osterwise; NC Bar No.: 39272
Shanon J. Carson*
Berger Montague PC
1818 Market Street
Philadelphia, PA 19103
Telephone: (215) 875-4656
Facsimile: (215) 875-4604
josterwise@bm.net
scarson@bm.net
rraghavan@bm.net

Janet R. Varnell; FBN: 0071072*
Brian W. Warwick; FBN: 0605573*
Christopher J. Brochu; FBN: 1013897*
400 N Ashley Drive, Suite 1900
Tampa, FL 33602
Telephone: (352) 753-8600

Facsimile: (352) 504-3301
jvarnell@vandwlaw.com
bwarwick@vandwlaw.com
c.brochu@brochulaw.com
ckoerner@vandwlaw.com

Attorneys for Plaintiff and the proposed Class

**applications for pro hac vice forthcoming*

PLAINTIFF’S CLASS ACTION COMPLAINT AND JURY DEMAND

COME NOW, Plaintiffs, Abigayle Patterson and Brian Otters, and all others similarly situated, by and through the undersigned attorneys, and make the following Complaint against Veterans Guardian VA Claim Consulting, LLC, Veterans Guardian VA Clam Consulting PAC (the “Entity Defendants”), William Cooper Taylor, Jr. and Scott Chaim Greenblatt (the “Individual Defendants”) (the Entity Defendants and the Individual Defendants are collectively referred to herein as “Defendants”).

INTRODUCTION

1. This case is brought by and on behalf of honorably discharged United States military veterans who, as a result of their military service to our country, have become disabled and qualify for the U.S. Department of Veterans Affairs (the “VA”) disability benefits.
2. The VA mandates that all individuals and/or organizations providing services in connection with veterans’ applications for VA disability benefits must be accredited by the VA.
3. The VA also limits the amount(s) of fees that accredited individuals and/or organizations providing services in connection with veterans’ applications for VA disability benefits can charge for their services.
4. Defendants are not accredited by the VA.
5. Even if Defendants were accredited by the VA, the fees they are charging are illegally excessive—a fact that Defendants try to defeat by stating that they are not

accredited, and therefore are not bound by the rules applicable to accredited providers and can charge disabled veterans illegally excessive fees.

6. Defendants also attempt to contort the factual record of the services they provide to veterans by expressly disclaiming that Defendants are assisting veterans in any manner which would require Defendants to be accredited. Such a contortion of the facts is patently false.

7. Defendants have illegally charged veterans millions of dollars in fees relating to the veterans' claims for VA disability benefits, far in excess of what accredited service providers are authorized to charge by the VA.

8. In fact, the fees illegally charged by Defendants and similar entities and individuals, colloquially known as "claim sharks," have become so problematic that the VA has recently issued numerous cease and desist letters in an attempt to stop the "claim sharks" from charging veterans for their services.

THE PARTIES

9. Plaintiff, Abigayle Patterson ("Ms. Patterson"), is an honorably discharged veteran of the U.S. Army, residing at 7337 Autumn Sage Drive, El Paso, Texas 79911.

10. Plaintiff, Brian Otters ("Mr. Otters"), is an honorably discharged veteran of the U.S. Navy, residing at 3705 Beech Tree Cove, Southaven, Mississippi 38672.

11. Defendant, Veterans Guardian VA Claim Consulting, LLC ("Veterans Guardian LLC"), is a North Carolina limited liability company with a principal place of business at 75 Trotter Hills Circle, Pinehurst, North Carolina, 28374. Veterans Guardian LLC provides services to U.S. military veterans worldwide, relating to the veterans' claims for disability benefits from the VA.

12. Defendant, Veterans Guardian VA Claim Consulting PAC (“Veterans Guardian PAC”), is a North Carolina non-profit corporation with a principal place of business at 75 Trotter Hills Circle, Pinehurst, North Carolina, 28374. On information and belief, Veterans Guardian PAC provides services to U.S. military veterans worldwide, relating to the veterans’ claims for disability benefits from the VA.

13. Defendant, William Cooper Taylor, Jr. (“Taylor”), is the co-founder and Chief Operating Officer of Veterans Guardian LLC and Veterans Guardian PAC, residing at 22 Whitehaven Drive, Pinehurst, North Carolina, 28374.

14. Defendant, Scott Chaim Greenblatt (“Greenblatt”), is the co-founder and Chief Executive Officer of Veterans Guardian LLC and Veterans Guardian PAC, residing at 100 Brookhaven Road, Pinehurst, North Carolina, 28374.

JURISDICTION

15. This Court has subject matter jurisdiction over this matter, as it exceeds \$25,000.

16. This Court has personal jurisdiction over Defendants per G.S. § 1-75.4.

VENUE AND CHOICE OF LAW

17. Venue is proper under G.S. § 1-79, § 1-80, and § 1-82.

18. Furthermore, venue is proper under Veterans Guardian LLC contract with Mr. Otter (“Otters Contract”) and other veterans which provide(s) “[t]his agreement is entered into and shall be governed by the laws of the State of North Carolina and said state courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this agreement.” *See* Otters Contract, attached hereto as **Exhibit A**.

19. Per Defendants’ contracts, North Carolina law governs this dispute. *Id.*

FACTS REGARDING SPECIFIC PLAINTIFF, ABIGAYLE PATTERSON

20. Plaintiff, Abigayle Patterson, is a veteran of the U.S. Army.
21. Ms. Patterson served in the U.S. Army from March 8, 2005 to March 26, 2013 and was honorably discharged on March 26, 2013.
22. On or about July 30, 2021, Ms. Patterson entered into a contract with Veterans Guardian LLC (the “Patterson Contract”).
23. The Patterson Contract provided that Defendants would charge Ms. Patterson a consulting fee equal to five (5) times the increase in Ms. Patterson’s monthly VA disability benefits obtained with Defendants’ assistance.
24. Prior to July 30, 2021, Ms. Patterson had a VA disability rating of 60%.
25. With Defendants’ assistance, Ms. Patterson’s VA disability rating was increased to 80%.
26. As a result of the increase in Ms. Patterson’s VA disability rating from 60% to 80%, Defendants estimated that Mr. Otters’ monthly VA disability benefits would increase by \$664.40. *See* June 14, 2022 email from N. Iford to A. Patterson, Invoice Number 21-090831 (the “Patterson Invoice”), attached hereto as **Exhibit B**;
27. On or around June 14, 2022, Defendants billed Ms. Patterson \$3,320.00 with a lump sum payment with a 10% discount of 2,988.00. *See* **Exhibit B**, Patterson Invoice.
28. On or around June 14, 2022, Ms. Patterson paid Defendants \$2,988.00. *See* Patterson Payment Receipt, attached hereto as **Exhibit C**.

FACTS REGARDING SPECIFIC PLAINTIFF, BRIAN OTTERS

29. Plaintiff, Brian Otters, is a veteran of the U.S. Navy.
30. Mr. Otters served in the U.S. Navy from June 18, 2004 to January 17, 2011 and was honorably discharged on January 17, 2011.

31. On or about March 4, 2023, Mr. Otters entered into a contract with a contract with Veterans Guardian LLC (the “Otters Contract”). See **Exhibit A**, Otters Contract.

32. The Otters Contract provided that Mr. Otters must pay Defendants “compensation equivalent to five (5) times the increase in [Mr. Otters’] monthly compensation that results from Veterans Guardian Pre-Filing consulting services.” See **Exhibit A**, Otters Contract, at p. 7, Sec. 3.b.

33. Prior to March 4, 2023, Mr. Otters had a VA disability rating of 70%.

34. With Defendants’ assistance, Mr. Otters VA disability rating was increased to 90%.

35. As a result of the increase in Mr. Otters’ VA disability rating from 70% to 90%, Defendants estimated that Mr. Otters’ monthly VA disability benefits would increase by \$599.33. See July 24, 2023 email from S. Saunders to B. Otters, Invoice Number 23-0417102 (the “Otters Invoice”), attached hereto as **Exhibit D**;

36. On about July 24, 2023, Defendants billed Mr. Otters \$2,990.00 to be paid in five (5) monthly payments of \$598 beginning on August 1, 2023 and ending on December 1, 2023, pursuant to the payment plan in the Otters Contract. See **Exhibit D**, Otters Invoice; **Exhibit A**, Otters Contract, at pp. 8-9, Sec. 4.

37. On or about August 1, 2023, Mr. Otters paid Defendants \$598. See Otters Payment Receipt, attached hereto as **Exhibit E**.

FACTS APPLICABLE TO ALL COUNTS

38. Defendants are not accredited by the VA. See August 21, 2023 printout of Disclaimer from vetsguardian.com (the “Disclaimer”), attached hereto as **Exhibit F** (“Veterans Guardian is not an accredited agent or entity recognized by the Department of Veterans Affairs and is not affiliated with the Department of Veterans Affairs in any

way.”); **Exhibit A**, Otters Contract, at p.1, Sec. 1.e (“Veterans Guardian is not a VA accredited agent.”)

39. Defendants offer services purportedly to assist veterans with applying for and/or obtaining VA disability benefits.

40. Defendants do not charge up-front fees for their services.

41. According to the Veterans Guardian VA Claim Consulting website, vetsguardian.com, “[Defendants] offer a free consultation to discuss our services and the ways we can help you. Should you choose to move forward with us, our consulting fee only applies if and when you receive a rating increase. We take no money up front and if you don’t get an increase, you owe us nothing.” See August 21, 2023 printout of FAQs from vetsguardian.com (the “FAQs”), attached hereto as **Exhibit G**.

42. If a veteran receives an increase in his/her VA rating and an increase in the amount of his/her monthly VA disability benefits, Defendants charge the veteran “5 months of the increase.” See Veterans Guardian VA Claim Consulting, LLC Fee Structure, attached hereto as **Exhibit H; Exhibit A**, Otters Contract, at p.7, Sec. 3.b.

43. The VA requires that individuals and/or organizations must generally first be accredited by the VA to assist a veteran in the preparation, presentation, and prosecution of a claim for VA disability benefits—even without a charge. 38 U.S.C. § 5901–5904, 38 C.F.R. §§ 14.629, 14.636.

44. The VA generally prohibits accredited representatives of VA-recognized veterans services organizations, attorneys and/or claims agents from charging fees for preparing an initial claim for VA disability benefits. *Id.*

45. An accredited attorney or claims agent may generally charge veterans a fee only after an agency of original jurisdiction (e.g., VA regional office) has issued a decision on a claim, a notice of disagreement has been filed, and the attorney or agent has filed a power of attorney and a fee agreement with the VA. 38 C.F.R. § 14.636(c)(1)(i).
46. The VA specifically mandates that “[y]ou must be accredited to aid in the preparation, presentation, or prosecution of a VA benefit claim. Advising a claimant on a specific benefit claim or directing the claimant on how to fill out the application, even if you never put pen to paper, is considered claims preparation.” See VA Accreditation Program, attached hereto as **Exhibit I**.
47. On information and belief, Defendants are aware that charging veterans fees for any assistance with claims for VA disability benefits by unaccredited organizations and/or unaccredited individuals is illegal and Defendants contort the language on their website to make it seem that they are not assisting veterans and charging illegal fees.
48. Specifically, according to vetsguardian.com, “Veterans Guardian is a consulting service providing pre-filing and post-filing consulting services to Veterans submitting claims for VA Benefits. Veterans Guardian does not assist clients with the presentation and/or prosecution of claims for VA Benefits.” See **Exhibit F**, Disclaimer.
49. Nonetheless, according to vetsguardian.com, Defendants also: (i) “make recommendations based on your specific medical history,” (ii) “validate” and/or “support your claim,” (iii) “identify a list of potential conditions you may not have known about or have been underrated for,” (iv) “develop and assemble all the evidence to support your claim,” including “developing the right medical evidence to support your disability benefits,” (v) “help with documentation,” and (vi) “strengthen your claim” by “gather[ing]

and present[ing] the information and evidence needed for the VA to make a favorable claim decision.” See August 21, 2023 printout of Services from vetsguardian.com (the “Services”), attached hereto as **Exhibit J**.

50. As of April 2022, Defendants had assisted veterans with at least 29,000 disability claims, had at least 4,600 monthly appointments with potential veteran clients, and prepared at least 1,600 fully developed claim packets per month. See Veterans Guardian Brochure, attached hereto as **Exhibit K**.

51. As of April 2022, Defendants had assisted at least 5,636 veterans in Texas with obtaining \$36 million in benefits per year. *Id.*

52. As of April 2022, Defendants had assisted at least 4,776 veterans in North Carolina with obtaining \$47 million in benefits per year. *Id.*

53. As of April 2022, Defendants had assisted at least 2,956 veterans in Florida with obtaining \$17 million in benefits per year. *Id.*

54. As of April 2022, Defendants had assisted at least 1,844 veterans in California with obtaining \$13 million in benefits per year. *Id.*

55. As of April 2022, Defendants had assisted at least 1,765 veterans in Georgia with obtaining \$11 million in benefits per year. *Id.*

56. Texas, North Carolina, Florida, California and Georgia were Defendants’ “top 5 states by number of clients.” *Id.*

57. Defendants’ services were not, and are not, limited to the states of Texas, North Carolina, Florida, California and Georgia.

58. Defendants provide services worldwide.

59. In its cease and desist letters to “claim sharks,” like Defendants, the VA stated:

[I]t appears that you may be attempting to draw a legal distinction between providing advice to veterans about the information needed to substantiate their claims and filing the claim under your own name. However, this is a distinction without a difference as both types of work are considered to be in furtherance of the preparation and presentation of VA benefits claims, and thus, prohibited without first achieving VA accreditation.... [T]he materials on [] website reflect services that clearly constitute assistance in the preparation, presentation, and prosecution of claims, which cannot be performed without VA accreditation. 38 C.F.R. § 14.629(b).... See Cease and Desist Letters, attached hereto as **Exhibit L**.

60. Defendant Scott Greenblatt is an officer of Veterans Guardian LLC and Veterans Guardian PAC.

61. Greenblatt advertises on vetguardians.com that he “founded Veterans Guardian VA Claim Consulting” after serving 25 years on active duty with the United States Army. See August 21, 2023 printout of Meet Our Leaders from vetsguardian.com (the “Leaders”), attached hereto as **Exhibit M**.

62. Greenblatt relies on his personal status as a veteran to gain other veterans’ trust and to entice other veterans to enter into contracts with Veterans Guardian LLC and/or Veterans Guardian PAC.

63. Defendant William Cooper Taylor, Jr. is an officer of Veterans Guardian LLC.

64. Taylor advertises on vetguardians.com that “[p]rior to joining Veterans Guardian in 2017, [he] served as a commissioned officer in the Army, spending 23 years on active duty ... includ[ing] six operational deployments and a wide range of command staff positions.” See **Exhibit M**, Leaders.

65. Taylor relies on his personal status as a veteran to gain other veterans’ trust and to entice other veterans to enter into contracts with Veterans Guardian LLC and/or Veterans Guardian PAC.

66. Defendants have also engaged, and are continuing to engage, in unauthorized practice of law in violation of N.C. Gen. Stat. § 84-2.1.

67. According to vetsguardian.com, Defendants' consulting services "include verbal or written discussions of legal issues and procedures." See **Exhibit F**, Disclaimer.

68. However, also according to vetsguardian.com, "Veterans Guardian is not a law firm, does not have an attorney on staff, and is not licensed to practice law in any jurisdiction." *Id.*

CLASS ACTION ALLEGATIONS

69. Each putative member of the class herein was charged a fee by Defendants for assistance in preparing an initial VA claim and/or obtaining an increase in his/her VA disability rating and benefits in violation of 38 U.S.C. § 5901–5904, 38 C.F.R. §§ 14.629, 14.636.

70. Each putative member of the class herein was charged a fee in the amount of five times the monthly increase in his/her VA benefits in violation of 38 U.S.C. § 5901–5904, 38 C.F.R. §§ 14.629, 14.636.

71. Plaintiffs bring this action on behalf of themselves and on behalf of a class of similarly situated persons (the "Class") pursuant to Rule 23 of the North Carolina Rules of Civil Procedure. The Class is defined as follows:

Veterans who have been charged a fee by Veterans Guardian VA Claim Consulting, LLC and/or by Veterans Guardian VA Claim Consulting PAC in connection with their U.S. Department of Veterans Affairs disability claim(s).

72. Excluded from the Class are the following: (i) Defendants; (ii) any person, firm, trust, corporation or other entity affiliated with Defendants; (iii) any person who previously signed a document that operates to release Defendants from any and all liability for

damages stemming from services provided by Defendants; and (iv) Class members who timely opt-out of any stipulation.

73. Members of the Class number in the thousands.

74. Members of the Class are so numerous that joinder of them is impracticable.

75. There are numerous questions of law and fact common to the Class. Such common questions include, but are not limited to: (i) whether a member of the Class has paid a fee to Defendants; (ii) whether federal law prohibits Defendants from charging veterans a fee in connection with the veterans' VA benefits; (iii) whether Defendants have engaged in unfair and/or deceptive practices and otherwise violated N.C. Gen. Stat. § 75-1.1; (iv) whether Defendants have engaged in the unauthorized practice of law in violation of N.C. Gen. Stat. § 84-2.1; (v) whether Defendants should be enjoined from continuing to intentionally violate federal and/or state law; and (vi) whether Defendants should be ordered to refund the fees paid by the Class members.

76. The named Plaintiffs herein are members of the Class, and their claims are typical of other Class members' claims in that, like all Class members, Plaintiffs were induced to enter into contracts with Veterans Guardian LLC and paid Defendants a fee in connection with their VA disability claims.

77. Plaintiffs are adequate representatives of the Class' interests in that they have and will vigorously pursue this action on behalf of the entire Class, have no conflicts with the Class, have interests completely coincident with the Class' interests, have personal interests of law and fact common with the Class, and have retained experienced Class counsel to represent the Class.

78. A class action is superior to other available methods for the fair and efficient adjudication of this controversy: the Class is definable, and the number plaintiffs can be easily identified by examination of Defendants' records; prosecution of this case as a class action will eliminate the possibility of repetitious litigation and will provide redress for claims which otherwise may be too small to support the expense of individual complex litigation against Defendants; and there are no problems that would make this case difficult to manage as a class action.

COUNT I
VIOLATION OF NORTH CAROLINA UNFAIR TRADE PRACTICES ACT

79. Plaintiffs repeat and reallege the foregoing Paragraphs of this Complaint as though fully set forth herein.

80. Defendants' actions are unfair, deceptive, unscrupulous, rude, and otherwise violate N.C. Gen. St. § 75-1.1.

81. Defendants' actions are in or affecting commerce.

82. Defendants' unfair and deceptive trade practices include but are not limited to:

- a. Illegal practice of law in North Carolina;
- b. Charging fees in excess of any reasonable fee consistent with the work performed;
- c. Charging fees in excess of those allowed by the VA's rules and regulations;
- d. Charging fees while not being accredited to do so by the VA;
- e. Making confusing and misleading representations, implying at times the fees are for legal services, other times consulting fees, other times providing little explanation;

- f. Charging fees for initial VA claims in violation of the VA's rules and regulations;
- g. Ironically trying to avoid rules applicable to the practice of law and VA claims by not complying with the regulatory processes for either; and
- h. Entering into illegal contracts with individuals who have served our nation and been discharged honorably.

83. Defendants' actions as set forth above have the capacity to deceive and in fact do deceive thousands of people, affecting the marketplace.

84. Defendants' actions have actually, proximately, and foreseeably damaged Plaintiffs and Class members in an amount in excess of \$25,000.

85. Additionally, this Court should award attorney's fees under N.C. Gen. Stat. § 75-16.1 for an unwarranted refusal to settle.

86. Moreover, this Court must award treble damages pursuant to N.C. Gen. Stat. § 75-16.

COUNT II
UNAUTHORIZED PRACTICE OF LAW IN VIOLATION OF N.C. Gen. Stat. § 84-2.1

87. Plaintiffs repeat and reallege the foregoing Paragraphs of this Complaint as though fully set forth herein.

88. By engaging in the aforementioned activities, Defendants have engaged in the unauthorized practice of law per N.C. Gen. Stat. § 84-4, § 84-5, and § 84-5.1.

89. These acts of unauthorized practice of law include:

- a. Providing "verbal or written discussions of legal issues and procedures";

- b. Holding themselves out as being able to provide legal services;
- c. Representing parties before an administrative agency;
- d. Charging fees for consultation and/or representation in an administrative process;
- e. Charging what amounts to a contingent fee;
- f. Advising potential claimants on how to navigate the VA's claim process;
- g. Claiming to perform the services described above such as developing and assembling evidence, validating and supporting claims, identifying possible disabilities, helping with documentation, analyzing the ratings a veteran has received, and advising of possible ways to increase ratings and to strengthen veterans' claims.

90. These acts are illegal and form the basis of illegal practice of law, requiring disgorgement or all fees charged per common law and N.C. Gen. Stat. § 84-8.

91. Plaintiffs and Class members here can prosecute this action per N.C. Gen. Stat. § 84-10.1. Additionally, Plaintiffs and Class members are entitled to attorney's fees and injunctive relief shutting down Defendants' practices.

COUNT III **CONVERSION**

92. Plaintiffs repeat and reallege the foregoing Paragraphs of this Complaint as though fully set forth herein.

93. Defendants have retained money illegally obtained through contracts with veterans.

94. The fees collected rightfully belong to Plaintiffs and Class members.

95. Plaintiffs and Class members are rightful owners of the fees paid to Defendants.

96. Defendants have made an unauthorized exercise of ownership over the these funds.

97. Defendants' acts of conversion have actually, proximately, and foreseeably caused damages to Plaintiffs and Class members in an amount in excess of \$25,000.

COUNT IV
DECLARATORY JUDGMENT

98. Plaintiffs repeat and reallege the foregoing Paragraphs of this Complaint as though fully set forth herein.

99. Plaintiffs seek a declaration pursuant to N.C. Gen. Stat. § 1-253 *et. seq.* that any contract between Plaintiffs/Class members and any Defendant is void or voided and/or rescinded.

100. The purported contracts are void or voidable because they are unconscionable, in violation of Chapter 84 (as set forth above), in violation of VA rules (as set forth above), and are unfair and deceptive.

101. N.C. Gen. Stat. § 1-254 specifically allows this Court to make declarations regarding the rights and obligations under contracts.

102. Per N.C. Gen. Stat. § 1-259, Plaintiffs ask for all available relief pursuant to the declarations, including disgorgement of all amounts received by Defendants under the purported contracts, interest, attorney's fees, a constructive trust on all such amounts including profits and interest, equitable tracing and an equitable lien on any funds received by Defendants and disbursed to any insiders, and any other remedy applicable.

103. Plaintiffs also ask for equitable relief preventing any further solicitation or contracts between Defendants and others who are or could be in the Class.

PRAYER FOR RELIEF

Wherefore, Plaintiffs and Class members pray for the following relief:

- A. Certification of the Class under Rule 23 of the North Carolina Rules of Civil Procedure;
- B. An order that Defendants have illegally charged the Class members fees related to the Class members' VA disability benefits;
- C. Disgorgement of all sums received from Plaintiffs and the Class members by Defendants;
- D. Imposition of a constructive trust on Defendants' net assets and revenues;
- E. An order enjoining Defendants from continuing their practices;
- F. An award of treble damages per G.S. § 75-16;
- G. An award of attorney's fees per G.S. § 75-16.1;
- H. Declarations consistent with the above requests including, but not limited to, a declaration that any contracts entered into by Defendants with Plaintiffs and Class members are void/rescinded and that all amounts received by Defendants, plus interest and investment returns, be returned to Plaintiffs and Class members;
- I. Eventual appointment of Fitzgerald, Hanna and Sullivan, PLLC and The Pels Law Firm (after pro hac is granted) as class counsel;
- J. Award of damages in an amount in excess of \$25,000;
- K. An award to Plaintiffs and the Class members for attorney's fees, treble damages, punitive damages, costs, disbursements and pre and post judgment interest;
- L. Other equitable relief to which Plaintiffs and the Class members may be shown to be entitled; and
- M. Any such other relief as the Court deems just, equitable and proper.

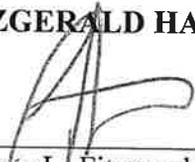
JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

FITZGERALD HANNA & SULLIVAN

Dated: Aug 21, 2023

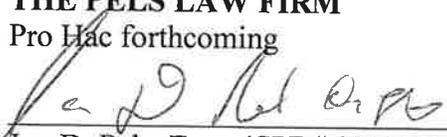


Andrew L. Fitzgerald, Esq., 31522
andy@fhslitigation.com
3737 Glenwood Avenue, Suite 375
Raleigh, NC 27612
(919) 863-9090
(919) 863-9096 (Fax)
Counsel for Plaintiffs

THE PELS LAW FIRM

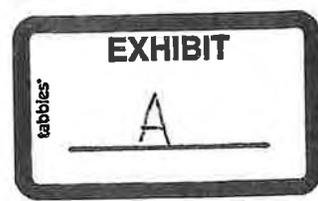
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Dated: Aug 21, 2023



Jon D. Pels, Esq., (CPF # 9312160037)
jpels@pelslaw.com
4833 Rugby Avenue
4th Floor
Bethesda, MD 20814
(301) 986-5570
(301) 986-5571 (Fax)
Counsel for Plaintiffs

VETERANS GUARDIAN, LLC
75 Trotter Hills Circle, Pinehurst, NC 28374



Consulting Service Agreement

This Consulting Service Agreement (the "Agreement") is entered into on this date: 03/04/2023

BETWEEN:

Brian Otters

(the "Client")

AND

Veterans Guardian, LLC of 75 Trotter Hills Circle, Pinehurst, NC 28374

(the "Consultant")

1. Background:

- a. This agreement is for the provision of VA benefit pre-filing and post-filing consulting services only and is in accordance with Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations § 14.
- b. Pre-filing consulting services include a VA benefits assessment, a medical assessment to identify possible service connected conditions, development of medical evidence, identification of VA benefit claim strategies, and education and information on how to prepare and submit a claim. Pre-filing consulting services are provided to the client prior to any decision on the part of the client to initiate a claim for VA benefits and an individual becoming a "claimant" under the definition as found in 38 CFR § 14.627(h) and 38 CFR § 14.627(i).
- c. Post-filing consulting services include a review of any decisions made by the VA pursuant to a benefit claim filed by the client, an updated VA benefits assessment and identification of future VA benefit claim strategies
- d. The client understands there are completely free services available to veterans to support the filing of claims for VA benefits and for the services that Veterans Guardian provides pursuant to this agreement. The client always has the option to utilize the free services provided by entities such as National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers. Veterans Guardian consulting services are not required to submit a claim for VA benefits and the client can achieve a positive VA benefit claim outcome with these other organizations. Furthermore, clients may utilize Veterans Guardian consulting services in coordination with these other free or paid services. Veterans Guardian only works with clients that understand these other options are available and have elected to retain Veterans Guardian consulting services with that full knowledge. The Veterans Administration provides a search tool to find representatives for VA Claims who will assist you for free at www.ebenefits.va.gov/ebenefits/vso-search.
- e. Veterans Guardian is not a VA accredited agent. Veterans Guardian is not the client's representative to the VA and does not file claims or any other documents or responses with the VA on behalf of the client. The client is solely responsible for any and all submissions of claims, documents or responses to the VA either as their own representative or through a VA accredited agent.
- f. Federal code and VA regulations prohibit anyone from charging a fee for the preparation, presentation, and prosecution of a new claim for veterans' benefits. Furthermore Federal Code and VA regulations only allows VA accredited agents to assist claimants in the preparation, presentation and prosecution of claims for VA benefits. However Federal code and VA regulations do allow an entity to provide pre-filing and post-filing consulting services as these services occur outside a preceding before the Department of Veterans' Affairs on a claim for benefits.
- g. Federal code and VA regulations limit Veterans Guardian to work only with clients that do not have an active claim with VA and is not a "claimant" as defined in 38 CFR § 14.627(h) and 38 CFR § 14.627(i): If a Veteran has an active

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claim and/or appeal, Veterans Guardian may only work with the veteran once the VA has made a final decision on the claim or appeal. However, Veterans Guardian may assist clients with the development of new claims not related to pending claims.

- h. The Client is of the opinion that the consultant has the necessary qualifications, experience and abilities to provide VA benefit consulting services to the client under the terms and conditions set out in this agreement..
 - i. The Consultant is agreeable to providing such VA benefit consulting services to the client under the terms and conditions set out in this agreement.
2. In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the client and consultant agree as follows.
- a. Scope of Services Provided by the Consultant (Veterans Guardian):**
- 1) Provide Pre-Filing and Post-Filing consulting services to assist clients in making decisions on the filing of VA benefit claims to maximize disability compensation for legitimate service connected disabilities.**
 - 2) Veterans Guardian will provide the following Pre-filing Consulting Services:**
 - a) All pre-filing services provided are IAW with regulations and limitations identified in Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations, section 14.
 - b) Conduct a full review of all pertinent documents related to the client's current VA benefit status as applicable to the individual client including the client's DD214, VA Rating Decision Letter(s), VA Rating Breakdown Letter(s) and any other correspondence with the VA to understand the status of your current VA benefit status
 - c) Conduct a full review of all pertinent military medical records from your time in service and current civilian medical records to determine all possible medical conditions that could qualify for service connection and a VA disability rating.
 - d) Conduct research of current medical opinions to support medical condition claims and service connection.
 - e) Conduct independent rating evaluations based on a knowledge of current VA regulations and statutes.
 - f) Based on a synthesis of these assessments, research and knowledge identify medical conditions that are likely to qualify for service connection and a VA disability rating and develop an individual claim strategy to guide the client if they choose to submit a VA disability claim.
 - g) Provide in depth online assessments for the client to complete to capture relevant information on the client's current medical condition to support development of additional medical evidence and supporting documents.
 - h) Based on the Individual VA claim strategy, assist the client in further development of medical evidence to ensure that each individual medical condition has the medical evidence necessary to meet the VA regulatory and statutory requirements for a service connected disability rating.
 - i. Assist the client in obtaining independent medical opinions and ensure they provide the information necessary for a service connected disability rating
 - ii. Assist the client in development of Lay Statements in support of each individual condition claim
 - iii. Provide a complete packet of all medical evidence and supporting documents developed during the process to support submission of a VA benefit claim by the client
 - i) Provide information and education to clients on how to complete their claim packet and submit their claim packet to the VA either as their own representative or with a VA accredited agent. Information and education will include all medical evidence and lay statements developed during the pre-filing consulting process and instructions, recommendations, best practices, and examples on how to complete the VA forms required for a claim and how to package the claim for submission.

- 3) Veterans Guardian will provide the following Post-filing Consulting Services:**

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- a) All post-filing services provided are IAW with regulations and limitations identified in Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations, section 14.
 - b) Post-filing service occurs once the VA has made a final decisions on any claim and or appeal and is no longer active and the client is no longer a "claimant" as defined in 38 CFR § 14.627(h) and 38 CFR § 14.627(i).
 - c) Veterans Guardian will conduct a review of the VA decision letter and any other pertinent correspondence from the VA and provide an updated assessment of your new VA Benefit Status.
 - d) Veterans Guardian will provide a recommendation as to eligibility for any additional claims and future actions with regard to VA benefits. If Veterans Guardian identifies possible additional claims and actions the client has the options to restart the Veterans Guardian process prior to making any decisions to pursue additional action and resume a status as a "claimant".
 - e) After the client has received a service connected disability rating from the VA (based on Veterans Guardian assistance), Veterans Guardian will continue to provide advice and assessments of any action from the VA to help protect your rating from being incorrectly lowered for the lifetime of the client at NO ADDITIONAL CHARGE.
- 4) Veterans Guardian does not assist a client in preparation, presentation and prosecution of claims for VA benefits or charge any fee for the same. It is the client's sole responsibility for reviewing and verifying any and all medical evidence and documents provided by Veterans Guardian and submission of any claim for benefits to the VA either as their own representative or through a VA accredited party.
 - 5) Veterans Guardian will provide timely and responsive support to clients and provide responses to any and all inquiries from the client. Veterans Guardian pledges to help clients understand and navigate through this difficult and sometimes confusing process
 - 6) Veterans Guardian provides services on a contingent basis. The client is only charged a fee if there is a favorable outcome that results in an increase in the client's monthly disability award. WE TAKE ALL THE RISK UP FRONT.

b. Responsibilities of the Client.

- 1) Provide accurate and truthful information to Veterans Guardian in the conduct of Pre-filing and Post-filing consulting. Any advice or information developed by Veterans Guardian based on fraudulent or untruthful information is the responsibility of the client.
- 2) Client affirms that if they have an active intent to file on any open claims using the intent to file, Veterans Guardian will assess the positive outcome on these claims and include it in the fee structure.
- 3) Client affirms they do not have any notice of Disagreement, Appeals, and do not meet the definition of "claimant" as defined in 38 CFR § 14.627(h) and 38 CFR § 14.627(i).
- 4) Client affirms that they understand that there are completely free services available to veterans to support the filing of claims for VA benefits and for the services that Veterans Guardian will provide pursuant to this agreement. The client always has the option to utilize the free services provided by entities such as National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers. Utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and the client can achieve a positive VA benefit claim outcome with these other organizations. Furthermore, clients may utilize Veterans Guardian consulting services in coordination with these other free or paid services. Veterans Guardian only works with clients that understand these other options are available and have elected to retain Veterans Guardian consulting services with that full knowledge. The Veterans Administration provides a search tool to find representatives for VA Claims who will assist you for free at www.ebenefits.va.gov/ebenefits/vso-search.
- 5) Client affirms that they understand that Veterans Guardian is not a VA accredited agent and will not assist a claimant in the preparation, presentation and prosecution of claims for VA benefits. Veterans Guardian is not the client's representative to the VA and does not file claims or any other documents or responses with the VA

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on behalf of the client. The client is solely responsible for any and all submissions of claims, documents or responses to the VA either as their own representative or through a VA accredited agent.

- 6) Client agrees to provide all required documents as determined by Veterans Guardian to include but not limited to any and all medical records (both military and civilian), VA rating decision letters, VA rating breakdown letter, VA pay history, confirmation of current claim status, DD214, and any other correspondence with the VA. Clients are responsible for providing these documents in a timely manner.
- 7) Clients will not provide any original copies of any documents sent to Veterans Guardian. Any documents submitted to Veterans Guardian will be copied and the client will maintain the original or a copy of any documents sent to Veterans Guardian. Veterans Guardian will scan any documents received and store electronically on a HIPAA compliant server. All paper documents will be destroyed once scanned. Veterans Guardian will not return paper documents to a client. Client affirms that they are responsible for maintaining copies of all records and releases Veterans Guardian of any liability for the loss of a client's records.
- 8) The client will provide timely and responsive answers to any inquiries from Veterans Guardian to support completion of Pre-filing and Post-filing consulting services and any billing activities.
- 9) The client will notify Veterans Guardian and provide copies of any and all correspondence received from the VA to include Rating Decision Letters within two days of receipt in order to support Post filing consulting services within the VA regulatory and statutory timelines.
- 10) The client will notify Veterans Guardian of any pending appointments with a medical professional (private provider, military provider, VA provider) or VA Compensation and Pension (C&P) exam so that Veterans Guardian can assist the client in preparing for the appointment.
- 11) The client agrees to pay all fees IAW section 3 (Determination of Consulting Fee) and section 4 (Payments).
- 12) The client assumes full responsibility for failure to provide information or comply with the terms of this agreement and the possible delay or loss of benefits that may result. Client understands that they or their accredited representative are solely responsible for timely filing of a claim and responses to the VA and that failure to meet these timelines may result in loss or reduction of benefits.
- 13) The client will provide and maintain both an email address and phone number for communication with Veterans Guardian. If the client changes either email address or phone number, Veterans Guardian will be notified of any change and provided with new contact information. Client authorizes Veterans Guardian to communicate through these means for any and all functions related to this agreement including phone call, text, email, and automated messaging systems.
- 14) Client will obtain and/or maintain a Premium VA eBenefits account.
- 15) If the client fails to meet these requirements or to do so in a timely manner, Veterans Guardian may terminate its relationship with the client if it determines it can no longer provide benefit to the client.

c. Additional Terms and Conditions.

- 1) Each case will be reviewed to determine compatibility with Veterans Guardians services. Veterans Guardian only retains cases in which Veterans Guardians consulting services provide benefit to the veteran. Veterans Guardian reserves the right to end any consulting relationship if Veterans Guardian determines that it can no longer provide benefit to the client or it is apparent that the client is attempting to defraud the government.
- 2) All consulting is based on information provided by the client and the client retains responsibility for the accuracy and truthfulness of that information and the outcome of the consulting service provided based on that information. The client is solely responsible for ensuring that all filings with the VA are accurate and timely and assumes responsibility for any impact on benefits and a VA decision as a result of a filing.
- 3) Veterans Guardian does not guarantee an outcome on VA rating decisions. Not all claims will be decided in favor of the client. This is why Veterans Guardian does not charge a fee unless there is a favorable outcome.
- 4) **Pending Claims.** Pending claims that have not been adjudicated can complicate the process and impact your individual claim strategy. Veterans Guardian's preference is to allow claims to be adjudicated first and then

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establish the consulting relationship and move forward. However, Veterans Guardian will move forward with providing pre-filing consulting services for claims if the client desires. Existing claims impact the development of an overall claim strategy and require further review and development. Due to the work required of Veterans Guardian in relation to these claims any favorable outcome on these claims will be included in the fee structure.

- 5) Veterans Guardian will only provide consulting services for medical conditions that have adequate medical history, medical-legal evidence, and documented service connection. Veterans Guardian will not be a party to any fraudulent or undeserved claim.
- 6) Veterans Guardian is not a law firm, does not have an attorney on staff, and is not licensed to practice law in any jurisdiction. Our consulting services may include verbal or written discussions of legal issues and procedures and any communications are understood to be only Veterans Guardians' opinion and does not constitute legal assistance or advice.
- 7) Information listed in this agreement and any and all other correspondence or marketing materials from Veterans Guardian, not limited to but including, benefit amounts, success rates, and disability rating and benefit increases are estimates not specific to any one claim and do not represent a promise or guarantee of results. Determination of benefits and awards is determined solely by the Department of Veterans Affairs.
- 8) This agreement represents the full agreement between the client and Veterans Guardian. Any verbal or written representations made by any representative of Veterans Guardian that is not included in this agreement is only valid if those representations are signed by the CEO of Veterans Guardian.
- 9) The client understands and agrees that the consulting services provided are "as is" and that Veterans Guardian disclaims all warranties of any kind. The client is only charged a fee if there is a favorable outcome.
- 10) Release of Information: To the extent not prohibited by Law or Regulation, you authorize the transfer and disclosure of any information relating to you to and between the branches, subsidiaries, representative offices, affiliates and agents of Veterans Guardian and third parties selected by any of them or us, wherever situated, for confidential use. We and any of the branches, subsidiaries, representative offices, affiliates and agents of Veterans Guardian or third parties selected by any of them or us, shall be entitled to transfer and disclosure any information as may be required by Law or Regulation, court, regulator or legal process.

d. Medical Exams

- 1) In the event that a client requires an independent medical opinion from a medical professional that meets VA credentialing requirements, the client has the option to use a private provider or a VA staff doctor. If the client chooses to use a private provider, the private provider may charge a fee for their services which is wholly separate from Veterans Guardian and its consulting services. Any fees will be paid directly to the private provider with no involvement of Veterans Guardian.
- 2) Veterans Guardian has pre-identified private medical professionals that understand the complexities of the VA disability claim process and provide credible and unbiased independent medical opinions based on an individual evaluation of the client and their medical history, and available medical-legal evidence.
 - a) No client is required to utilize a Veterans Guardian pre-identified medical professional.
 - b) Pre-identified private medical professionals are independent of Veterans Guardian and solely responsible for any medical opinion and may provide an opinion that does not support a favorable VA disability rating.
 - c) Veterans Guardian cannot provide any guarantee that the independent medical opinion of a pre-identified medical professional will be favorable to the clients VA claim. In the event that the independent medical opinion does not support a claim for a given condition, Veterans Guardian may choose to provide no further assistance in development of that specific given condition.
 - d) These conditions provide independent medical evaluations that carry significant weight and provide value to clients in VA consideration of their disability claims.

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- e) If the client chooses to utilize one of the Veterans Guardian pre-identified medical professionals the client is granting permission for Veterans Guardian to communicate with that medical professional to include but not limited to the following:
 - i. Transmission of any and all personal and health information provided by the Client to Veterans Guardian from Veterans Guardian to the Medical Professional. The purpose of this transfer of information is to provide the medical professional with the information necessary to prepare for and conduct the mental health examination.
 - ii. Transmission of completed assessments from the medical professional to Veterans Guardian to include but not limited to an Independent Medical Opinion and addendums. The purpose of this transfer is to provide Veterans Guardian with the completed assessment to assist the Veteran in preparing their claim packet for submission to the VA.

3) Mental Health Consultation Consent.

If the client chooses to utilize one of the Veterans Guardian pre-identified medical professionals the client agrees to and understands the following:

- a) I will receive a psychological consultation from a licensed mental health professional.
- b) The purpose of this consultation is to provide the Veterans Benefits Administration (VBA), which is also part of the VA, with information they need to make a decision regarding my claim for Compensation & Pension (C&P) benefits.
- c) I understand that I am not a patient of any of the mental health professionals and I will not be receiving counseling or psychotherapy. I understand that the only reason for this process is to conduct a psychological consultation for compensation and pension (C&P) purposes. I understand that if I want to receive mental health treatment from the Veterans Health Administration, I can call any VA medical center or clinic to request an appointment.
- d) The consultation might be stressful, I might feel upset (sad, anxious, irritable, depressed, etc.) as a result of the consultation. I understand that the mental health professional and Veterans Guardian are not able or responsible for crisis management. If I am in crisis, I understand that I can receive immediate attention by calling the Veteran Crisis Line (1-800-272-8255, press 1, or text 838255) or the National Suicide Prevention Lifeline (1-800-273-8255).
- e) This consultation and its contents are private and confidential except under the following circumstances:
 - i. If I appeal my case to the Federal courts, some aspects of this exam may become a matter of public record.
 - ii. The mental health professional will write an exam report and send it to Veterans Guardian to be included in the information provided to you for submission of your claim packet to the VA. A copy of the exam report will also be retained in a secure location for future reference, as needed.
 - iii. If I am in imminent danger of harming myself or another person, the mental health professional working with me must take whatever steps necessary to prevent harm and this might mean breaking confidentiality.
 - iv. If I share information that would lead a reasonable person to suspect that a child, disabled adult, or elderly person is being abused or neglected then the mental health professional is obligated to report that information to Protective Services.
- f) I must be honest in answering questions during the consultation and on all psychological questionnaires and tests (as applicable). Any attempt to exaggerate or fabricate symptoms of mental disorders could have negative consequences for my claim.
- g) If I had any questions about this consent, all of them were answered prior to the consultation being conducted.

BD

3. Determination of Consulting Fee

- a. The client is only charged a fee if there is a favorable outcome on their claim that results in an increase in the client's compensation from the government. WE TAKE ALL THE RISK UP FRONT.
- b. Veterans Guardian will receive compensation equivalent to five (5) times the increase in the client's monthly compensation that results from Veterans Guardian Pre-filing consulting services.
- c. **Determination of Increase in Client's Monthly Compensation and Consulting Fee.** The increase in the clients monthly compensation is determined by subtracting the client's pre-consulting monthly compensation prior to submission of a claim based on Veterans Guardian Pre-filing consulting services and the clients post-consulting monthly compensation after submission of a claim based on Veterans Guardian Pre-filing consulting services. The client's individual status relating to retirement, separation, and active duty status impacts how the consulting fee is determined. Each client will fall into 1 of 4 categories; Retired Veteran, Separated Veteran, Active Duty Retiring and Active Duty Separating. Each category has a specific process for determining the consulting fee as follows:

1) **Retired or Retiring Veteran.** As a veteran receiving retirement pay, whether or not the client is receiving concurrent retirement and disability pay (CRDP) plays a large factor in determination of total compensation from the government and Veterans Guardian consulting fees. Pre-consulting and post-consulting monthly compensation and the consulting fee is determined as follows:

a) **Pre-Consulting Monthly Compensation.** If the client has a VA rating of 40% or less and is not receiving concurrent retirement and disability pay (CRDP), their pre-consulting monthly compensation will be treated as no benefit (\$0) because the Veteran is not receiving any additional benefit from the government. If the client has a rating that is 50% or greater and is receiving CRDP their pre-consulting monthly compensation will be treated as the full value of the VA benefit because they are receiving their full Retirement pay and VA benefit concurrently.

b) **Post-Consulting Monthly Compensation.** The post-consulting monthly compensation is dependent on whether or not the client achieves a rating of at least 50% and is eligible to receive CRDP. If the client does not achieve a rating of 50% or greater and is therefore not eligible to receive CRDP, their post-consulting monthly compensation will be treated as no benefit (\$0) and the client will owe Veterans Guardian no consulting fee because the client did not receive any additional benefit from the government. If the client achieves a rating of 50% or greater and is eligible to receive CRDP the post-consulting monthly compensation will be treated as the full value of the VA benefit because they are now receiving their full retirement pay concurrently.

c) **Consulting Fee.** The consulting fee is determined by subtracting the pre-consulting monthly compensation from the post-consulting monthly compensation and multiplying any increase by five (5). As a veteran receiving retired pay you will only be charged a consulting fee if there is an increase in your monthly compensation and you achieve a disability rating of 50% or higher and are eligible for CRDP.

Examples of Consulting Fee Determination: Client is retired with a spouse and no children

Example #1	
Pre-consulting Rating:	20%
Monthly Compensation:	\$0 (no CRDP)
Post-consulting Rating:	60%
Monthly Compensation:	\$1,215.86
Special Monthly Comp:	\$108.57
Monthly Compensation:	\$1,324.43
Increase	
	<u>(multiply x 5 for consulting fee)</u>
Consulting Fee:	\$6,622.15

Example #2	
Pre-consulting Rating:	20%
Monthly Compensation:	\$0 (no CRDP)
Post-consulting Rating:	40%
Monthly Compensation:	\$0 (no CRDP)
Monthly Compensation:	\$0
Increase	
	<u>(multiply x 5 for consulting fee)</u>
Consulting Fee:	\$0

\$DD

- 2) **Separated or Separating Veteran.** As a separated veteran, retirement pay is not a factor. The increase in the clients monthly compensation is determined by subtracting the client's pre-consulting monthly compensation prior to submission of a Veterans Guardian assisted claim and the clients post-consulting monthly compensation after submission of their Veterans Guardian assisted claim and multiplying any increase by five (5).

Example of Consulting Fee Determination: Client has a spouse and no children

Pre-consulting Rating:	30%
Monthly Compensation:	\$479.83
Post-consulting Rating:	60%
Monthly Compensation:	\$1215.86
Special Monthly Comp:	\$108.57
<hr/>	
Monthly Compensation:	\$844.60
Increase	
(multiply x 5 for consulting fee)	
<hr/>	
Consulting Fee:	\$4,223.00

- 3) For determination of the consulting fee, Veterans Guardian considers as part of the monthly benefit disability compensation, special monthly compensation (SMC), and additional spouse/dependent payments.
- 4) Veterans Guardian does not consider any retroactive pay, temporary convalescent rating pay, combat related special compensation awards, aid and attendance, or Dependency Indemnity Compensation in the determination of consulting fees.

d. Subsequent Consulting Services with Veterans Guardian. As with the initial claim, the increase in the clients monthly benefit award is determined by subtracting the client's monthly benefit award after the previous submission based on Veterans Guardian Pre-filing consulting services and the clients monthly benefit award after submission of their subsequent submission based on Veterans Guardian Pre-filing consulting services. Bottom line – we base determination of subsequent consulting fees only on any increase we help you achieve.

e. Pending Claims. If the client chooses to begin a consulting relationship with Veterans Guardian before any and all pending claims have been adjudicated by the VA, any compensation subsequently awarded by the VA will be included in the determination of consulting fees.

4. Payment. Veterans Guardian provides the client with flexibility for the payment of consulting fees and will work with the client to develop a payment schedule to meet the clients needs within the following terms.

a. Consulting fees are considered billable from the date the client receives their first increased disability compensation based on Veterans Guardian Pre-filing consulting services.

b. Clients will receive a billing statement electronically from Veterans Guardian on the 1st of the month they receive their first increased disability compensation. The billing statement will include a payment schedule and instructions for payment methods. All payments are due by the 7th of the month.

c. Payment Methods.

1) **Check.** Payment(s) can be made by check to 75 Trotter Hills Circle, Pinehurst, NC 28374 .

2) **Electronic Payments.** Veterans Guardian will also accept payment through electronic means including credit card and ACH transfer. Electronic payments will be set up as automatic recurring payments for the timeframe of the fee schedule.

d. Fee Structure.

1) **Option 1: Lump Sum Payment.** The client may choose to make a lump sum payment for the full consulting fee at a 10% discount. Payment is due on the 1st of the month they receive their first increased disability

800

compensation. To qualify for the 10% discount, full payment must be made no later than the 7th of the month in the 1st month the client receives increased disability compensation.

2) Option 2: Scheduled Payments. The client may choose to establish a payment schedule. Veterans Guardian will establish a 5 or 10 month schedule that divides the consulting fee into 5 or 10 equal payments due monthly without any interest or additional fees.

1) The first payment is due on the 1st of the month they receive their first increased disability compensation and must be paid NLT then the 7th of the month.

2) All subsequent payments are due on the 1st of each month and must be paid NLT then the 7th of the month.

3) The client may choose to accelerate the fee schedule and pay more than the minimum required each month with no penalty or additional fees.

4) The client agrees to a payment schedule using a bank account or credit card on file that will be automatically debited on the first of each month.

3) Any late monthly payments are subject to a \$50 late fee. Any outstanding balance after 10 months may be subject to an annual interest rate of 20%.

5. Death of Client.

a. In the event of the death of a client during the period in which fees are being collected all payments will immediately stop and any outstanding balance for consulting fees will be forgiven. The client's surviving dependents, heirs or estate will not be liable for any outstanding fees. Any fees collected up to the point of the client's death will remain the property of Veterans Guardian.

6. This agreement contains the entire agreement between the parties and all negotiations and understandings have been included. Any statements or representations which may have been made by any party to this agreement in the negotiation stages of this agreement which may in some way be inconsistent with this final written agreement are declared to be of no value in this agreement. Only the written terms of this agreement will bind the parties.

7. The invalidity or unenforceability of any particular provision of this agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.

8. This agreement is entered into and shall be governed by the laws of the State of North Carolina and said states courts shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this agreement.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal this

Client

Brian Otters



Consultant

Scott C. Greenblatt
Veterans Guardian, CEO

From: noreply@salesforce.com <noreply@salesforce.com> on behalf of Natalie Iford
<accounting@vetsguardian.com>

Sent: Tuesday, June 14, 2022 11:44 AM

To: abigayle_ross@hotmail.com <abigayle_ross@hotmail.com>

Subject: Veteran Patterson - Consulting Fee Estimate



INVOICE: 21-090831

Dear Veteran **Patterson**,

Congratulations again on your overall VA Disability Rating increase from **60%** to **80%**.

We estimate your monthly compensation will increase **\$664.40**, from an initial monthly compensation of **\$1,517.03**, to a new monthly compensation of **\$2,181.43**.

Over the next year you will receive an additional **\$7,973** in compensation and over the next ten years, an additional **\$79,728** in compensation.

Your consulting fee is equivalent to 5 months of the increase in your VA compensation due to the claim we assisted you in submitting, as agreed to in the Consulting Service Agreement.

Based on an increase of **\$664.40**, your consulting fee will be 5X the increase rounded down to the nearest \$10 increment, for an estimated fee of **\$3,320**.

There are three payment options:

Lump Sum Payment Plan with a 10% discount: **\$2,988**

5 Month Payment Plan: **\$664 monthly for 5 months**

10 Month Payment Plan: **\$332 monthly for 10 months**

You should expect your consulting fee billing schedule to begin the day you receive your first increased VA Disability Compensation deposit. All payments are due no later than the 7th of each month.

We accept the following forms of payment:

Most Preferred - Credit Card or Debit Card set up to auto-draft
Accepted - Automated Bank Transfer (ACH *Checking accounts only) or Mailed Checks

What we'll need from you:

- 1) the payment option that will work best for you**
- 2) the form of payment you will use**

If you have not yet sent us a complete copy of your rating decision letter, please do so. **Your consultation fees can be calculated and billed without this**, however, this letter assists in a more accurate calculation. It also provides information helpful to determining eligibility for assistance with subsequent VA claims. If you have already sent in your letter, please disregard.

You can select a plan by replying to this email, or calling me at the number below. In the meantime, please let me know if you have any questions or concerns.

Holiday Hours: ?Veterans Guardian offices will close at 3 pm EST on Friday, July 1, and will re-open on July 5th.

Very respectfully,

*Natalie Iford
Billing Specialist
Veterans Guardian VA Claim Consulting*

VetsGuardian.com

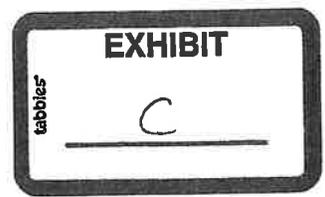
Office: 833-577-8387 ext 1116
Direct: 919-867-2709
Fax: 512-697-1145
accounting@vetsguardian.com
Hours: 8:30-5:00 pm EST M-F



75 TROTTER HILLS CIR.
PINEHURST, NC 28374
SUPPORT@VETSGUARDIAN.COM
833-577-8387

HELPING VETERANS WORLDWIDE

The image shows a dark banner with several award logos on the left: Military Friendly 2021, Torch Award Winner 2020 (BBB of Eastern NC), and AMVETS. On the right, the company name and contact information are listed. At the bottom, the slogan 'HELPING VETERANS WORLDWIDE' is displayed.



From: noreply@salesforce.com <noreply@salesforce.com> on behalf of Accounting <accounting@vetsguardian.com>
Sent: Tuesday, June 14, 2022 11:50 AM
To: abigayle_ross@hotmail.com <abigayle_ross@hotmail.com>
Subject: Veterans Guardian Customer Receipt

Thank you for your payment to Veterans Guardian! Please retain the information below for your records:

Order Information

Merchant: Veterans Guardian

Description:

Invoice Number:

Total: \$2,988.00

Card Type: Visa

Date/Time: 6/14/2022 11:49 AM

Transaction ID: a218W00001KAJSE

Billing Information

Name: Abigayle Patterson

Company:

Email: abigayle_ross@hotmail.com

Billing Address:

724 Summer Walk Dr

Gaithersburg, Maryland

20878

Respectfully,

Accounting & Finance Department

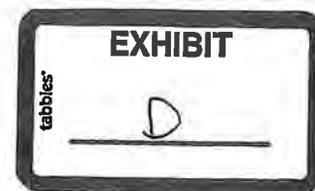
P: 833-577-8387 x1070 | F: 910-445-0403

Accounting@vetsguardian.com

75 Trotter Hills Circle, Pinehurst, NC 28374

www.VetsGuardian.com

CONFIDENTIALITY NOTICE: The information contained in this email and any accompanying documents may be confidential, may be proprietary or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, use, copy, or disseminate this message, or any part thereof, or any of its attachments. If you have received this message in error, please delete this message and any attachments from your system and devices without reading the content and notify the sender of the inadvertent transmission. Veterans Guardian VA Claim Consulting thanks you for your cooperation.



From: **Sarah Saunders** <accounting@vetsguardian.com>
Date: Mon, Jul 24, 2023, 4:05 PM
Subject: Veteran Otters - Your Payment Plan Details
To: brianotters@gmail.com <brianotters@gmail.com>



INVOICE NUMBER: 23-0417102

Dear Veteran Otters,

Congratulations again on your overall VA Disability Rating increase from **70%** to **90%**.

We estimate your monthly compensation will increase **\$599.33**, from an initial monthly compensation of **\$1,977.06**, to a new monthly compensation of **\$2,576.39**.

Your consulting fee is equivalent to 5 months of the increase in your VA compensation due to the claim we assisted you in submitting, as agreed to in the Consulting Service Agreement.

Based on an increase of **\$599.33**, your consulting fee will be 5X the increase rounded down to the nearest \$10 increment, for an estimated fee of **\$2,990**.

Your Selected Payment Plan:

You've selected the 5 Month Payment Plan.

Your total amount due will be paid in 5 monthly payments of **\$598**.

Your first payment will be **1 AUG 2023** and your last payment will be **1 DEC 2023**.

Your Selected Payment Method:

Your account is set up on auto-pay and will draft according to the dates specified above.

Please contact us as soon as you are able if the information above is incorrect, or if your deposit does not occur as expected. If we do not hear from you, your payment plan will begin as scheduled.

All payments are due no later than the 7th of each month.

Very respectfully,

Sarah Saunders

Billing Specialist

Office: 833-577-8387 ext 1070 | Direct: (919)867-2696

Fax: 512-697-1145

Accounting@VetsGuardian.com

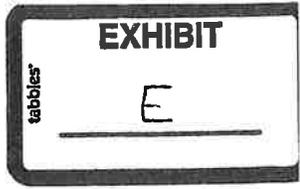
Hours: 8:30 AM- 5:00 PM est M-F



75 TROTTER HILLS CIR.
PINEHURST, NC 28374
SUPPORT@VETSGUARDIAN.COM
833-577-8387

HELPING VETERANS WORLDWIDE

The image is a dark-themed banner for Veterans Guardian. On the left, there are several award certificates and logos, including a 'Military Financial' award from NC 2021, a 'Torch Award Winner-2020' from BBB of Eastern NC, and a 'VetsGuardian' logo. On the right, the company's address, phone number, and email are listed. At the bottom center, the slogan 'HELPING VETERANS WORLDWIDE' is written in white capital letters.



From: Accounting <accounting@vetsguardian.com>
Date: Tue, Aug 1, 2023, 2:22 AM
Subject: Veterans Guardian Customer Receipt
To: brianotters@gmail.com brianotters@gmail.com

Thank you for your payment to Veterans Guardian! Please retain the information below for your records:

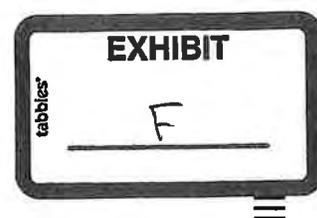
Order Information
Merchant: Veterans Guardian
Description:
Invoice Number:
Total: \$598.00
Card Type: Visa
Date/Time: 8/1/2023 3:22 AM
Transaction ID: a218W00001S3GEH

Billing Information
Name: Brian Otters
Company:
Email: brianotters@gmail.com
Billing Address:
3705 Beech Tree Cove
Southaven, Mississippi
38672

Respectfully,

Accounting & Finance Department
P: 833-577-8387 x1070 | F: 910-445-0403
Accounting@vetsguardian.com
75 Trotter Hills Circle, Pinehurst, NC 28374
www.VetsGuardian.com

CONFIDENTIALITY NOTICE: The information contained in this email and any accompanying documents may be confidential, may be proprietary or otherwise legally exempt from disclosure. If you are not the intended recipient, you are hereby notified that you are not authorized to read, print, use, copy, or disseminate this message, or any part thereof, or any of its attachments. If you have received this message in error, please delete this message and any attachments from your system and devices without reading the content and notify the sender of the inadvertent transmission. Veterans Guardian VA Claim Consulting thanks you for your cooperation.



Disclaimer

Veterans Guardian is a consulting service providing pre-filing and post-filing consulting services to Veterans submitting claims for VA Benefits. Veterans Guardian does not assist clients with the presentation and/or prosecution of claims for VA Benefits. Veterans Guardian is not an accredited agent or entity recognized by the Department of Veterans Affairs and is not affiliated with the Department of Veterans Affairs in any way. Veterans Guardian is not a law firm, does not have an attorney on staff, and is not licensed to practice law in any jurisdiction. Our consulting services may include verbal or written discussions of legal issues and procedures and any communications are understood to be only Veterans Guardians' opinion and does not constitute legal assistance or advice. Information listed on this website and any and all other correspondence or marketing materials from Veterans Guardian, not limited to but including, benefits amounts, success rates, disability rating increases, and benefit increases are a general estimate and not specific to any one claim and do not represent a promise or guarantee of results. Determination of benefits and awards is determined solely by the Department of Veterans Affairs and not by Veterans Guardian. This website and its contents is solely for marketing purposes and should not be considered as medical, legal, or policy advice.

There are completely free services available to veterans to support the filing of claims for VA benefits and for the services that Veterans Guardian will provide pursuant to this agreement. Veterans always have the option to utilize the free services provided by entities such as National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers and congressional offices. Utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and the client can achieve a positive VA benefit claim outcome with these other organizations.

Furthermore, Veterans may utilize Veterans Guardian consulting services in coordination with these other free or paid services. Veterans Guardian only works with clients that understand these other options are available and have elected to retain Veterans Guardian consulting services with that full knowledge. The Veterans Administration provides a search tool to find representatives for VA Claims who will assist you for free at www.ebenefits.va.gov/ebenefits/vso-search.

Looks like you've visited us before. Are you a current client of Vets Guardian?

LINKS LIST

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-  [Veterans Guardian VA Claim Consulting](#)

ADDRESS LIST

-  [75 Trotter Hills Cir, Pinehurst, NC 28374](#)
-  [833-577-8387](#)
-  [Support@vetsguardian.com](#)



Faqs

How can Veterans Guardian help me?



Can you help me if I am at 100%



Are your services free?



We offer a free consultation to discuss our services and the ways we can help you. Should you choose to move forward with us, our consulting fee only applies if and when you receive a rating increase. We take no money up front and if you don't get an increase, you owe us nothing.

I'm not in North Carolina - can you still help?



Can I get VA and Social Security benefits?



Can I work if the VA grants me a 100% Total & Permanent rating?





VETERANS GUARDIAN VA CLAIM CONSULTING, LLC

75 Trotter Hills Cir
Pinehurst, NC 28374

Our fee structure is simple and is based on the Veteran receiving an increase in their monthly compensation. First, we work strictly on a contingent basis and only charge a fee if the Veteran receives an increase in their monthly compensation from a claim we provided consulting services for.

- If the Veteran receives an increase in their VA rating and an increase in their monthly compensation then our fee is 5 months of the increase.

- As an example, if a Veteran comes to us rated 50% and is receiving \$1000 in monthly benefits and we help them get an increase to 70% and their monthly benefits increase to \$1500 then our fee is 5 times the \$500 increase for a total fee of \$2500.

- No fee is charged until the Veteran is receiving their increased monthly benefits. As an example a Veteran may get approved at the end of September but their increase in benefits will not start until November in which case they will not be invoiced until November.

- We offer three payment plans (1) Lump Sum with a 10% discount (2) a 5 month payment plan which equates to their compensation increase for the first 5 months and (3) a 10 month payment plan which equates to half of their compensation increase for the first 10 months. While these are our stated payment plans we are very flexible and routinely set up custom payments plans to meet the Veterans needs.

- This is a one time fee and once paid they enjoy their increased benefits for the rest of their lives

- We do not charge a fee for Back Pay. As an example if a Veterans claim takes 5 months to get approved and they get back pay to the submission date, that is solely the Veterans money with no impact on our fee.

- Additionally we have many cases where a Veteran will get an increase in their overall rating but no increase in their compensation and they are still not charged a fee. As an example we may help a Veteran get from an 85% overall rating (which pays at the 90% level) and get them all the way to 94% (which still pays at the 90% level) and not charge a fee because they did not receive an increase in their compensation.

- Additionally we only charge retired Veterans if they get to 50% because they are not receiving an increase in overall compensation until they qualify for Concurrent Receipt of Retirement and Disability Pay (CRDP). As an example if a retired veteran is originally rated at 10% and gets an increase to 40% there is no fee because the Veteran still does not qualify for CRDP and any increase in VA disability is deducted from their retirement.

- Bottom line is that any fee we charge is paid with money the Veteran was not receiving before and likely would not have received (or taken much longer to receive) without our assistance. As an example a Veteran who receives an increase and chooses the 5 month payment plan will still be receiving the same amount of money they were receiving before they came to us while they are making their payments and then will receive the increased benefits for the rest of their lives.



VA ACCREDITATION PROGRAM

HOW TO APPLY FOR VA ACCREDITATION AS AN ATTORNEY OR CLAIMS AGENT

WHAT AN APPLICANT SHOULD KNOW ABOUT APPLYING FOR DEPARTMENT OF VETERANS AFFAIRS (VA) ACCREDITATION AS AN ATTORNEY OR CLAIMS AGENT

What is the VA accreditation program?

- The VA accreditation program exists to ensure that Veterans and their family members receive appropriate representation on their VA benefits claims. VA accreditation is for the sole and limited purpose of preparing, presenting, and prosecuting claims before VA.

When is VA accreditation required?

- An individual generally must first be accredited by VA to assist a claimant in the preparation, presentation, and prosecution of a claim for VA benefits—even without charge.¹ VA accredits three types of individuals for this purpose:
 - Representatives of VA-recognized veterans service organizations (VSO)²
 - Attorneys (accredited in their individual capacity, not through a law firm)
 - Claims agents (accredited in their individual capacity, not through an organization)

How do I apply to become a VA-accredited attorney or claims agent?

Step 1: > Complete VA Form 21a

- Be sure to fill out all portions of the form.

Step 2: > It is recommended that you attach any necessary documents to VA Form 21a

- We recommend that you attach a recently dated certificate of good standing from all state bars, courts, or Federal or state agencies to which you are admitted. (This applies to both attorneys and claims agents).
- On VA Form 21a, if you answer “yes” to question 13A, 14A, 15A, 16, 17, 18, 20, 22, 23A or 24A, please attach a detailed explanation of the surrounding circumstances.

Step 3: > Submit your VA Form 21a and any attachments to OGC (Please only choose 1 method of submission):

- Mail: Office of the General Counsel (O22D), 810 Vermont Avenue, NW, Washington, DC20420.
- Fax: (202) 495-5457.

¹ VA regulations allow a one-time exception to this general rule, which allows VA to authorize a person to prepare, present, and prosecute one claim without accreditation. The assistance must be without cost to the claimant, is subject to the laws governing representation, and may not be used to evade the accreditation requirements.

² To apply for accreditation as a VSO representative, please contact the organization’s certifying official.

FAQs

Q1: How long will it take to process my application?

A1: Attorney applications generally take between 60 to 120 days from submission. Because there are more steps involved with claim agent applications, those applications take, on average, 1 year to process.

Q2: If I am accredited as an attorney or claims agent, what must I do to maintain my VA accreditation?

A2: You must: (1) Complete 3 hours of qualifying continuing legal education (CLE) requirements during the first 12-month period following the date of initial accreditation by VA, and an additional 3 hours no later than 3 years from the date of your accreditation, and every 2 years thereafter; (2) Provide a copy of your training certificate or certify in writing to VA's Office of the General Counsel your completion of the qualifying CLE, including the CLE title, date, time, and provider; (3) Submit an annual certification of good standing for any court, bar, or Federal or State agency to which you are admitted to practice.

Q3: Can I be accredited to help veterans with their claims if I am a federal employee?

A3: No. An employee of the Federal government generally cannot provide representational services before VA. However, if you are currently serving in a Reserve component of the Armed Forces, you are not considered a Federal employee as long as you are not on active duty or active duty for training.

Q4: May an accredited attorney or claims agent charge fees for preparing an initial VA claim?

A4: No. An accredited attorney or claims agent may generally charge claimants a fee only **after** an agency of original jurisdiction (e.g., a VA regional office) has issued a decision on a claim, a notice of disagreement has been filed, and the attorney or agent has filed a power of attorney and a fee agreement with VA.

Q5: If I advise veterans and their family members on VA benefit claims but do not file their applications for them, do I need to be accredited?

A5: Yes. You must be accredited to aid in the preparation, presentation, or prosecution of a VA benefit claim. Advising a claimant on a specific benefit claim or directing the claimant on how to fill out the application, even if you never put pen to paper, is considered claims preparation.

Q6: Can I use my VA accreditation to as a method to advertise or promote my other business interests?

A6: No. VA accredits individuals solely for purposes of ensuring VA claimants receive responsible, qualified representation when preparing presenting and prosecuting claims before the Department. You may not use your VA accreditation for promoting any other businesses, including financial services, referral businesses, or homecare businesses. If VA determines that an accredited agent or attorney is using VA accreditation for an improper purpose, VA may suspend or cancel the individual's accreditation. VA may also collaborate with state law enforcement authorities in the event that it is suspected that the individual's actions may have implications under State laws.

Q7: Are there standards of conduct that I must follow as an accredited individual?

A7: Yes. You must abide by the standards of conduct listed in 38 C.F.R. § 14.632 and summarized on the fact sheet labeled "How to File a Complaint Regarding Representation."

Q8: If I violate the standard of conduct or engage in any other unlawful or unethical conduct, what will happen?

A8: If VA determines that an accredited individual has violated the standard of conduct, VA may suspend or cancel his or her accreditation. VA is authorized to report the suspension or cancellation of VA accreditation to other bar associations, courts, or agencies to which you are admitted as well as employing entities. In addition, VA may collaborate with state law enforcement authorities in the event that it is suspected that the individual's actions may have implications under State laws.

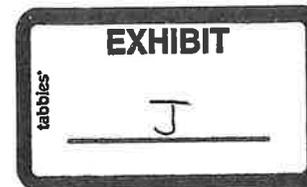
Q9: What if I have questions regarding my VA accreditation?

A9: You may submit inquiries regarding VA accreditation to ogcaccreditationmailbox@va.gov.

For More Information: Visit the VA Office of the General Counsel website at:
<http://www.va.gov/ogc/accreditation.asp>

Contact us: www.va.gov 1-800-827-1000





Are We A Good Fit?

There are a few considerations you should take when working towards a higher rating.

✓ Do Not Expect A One-Size-Fits-All Approach.

Serving with someone that received a 100% rating does not necessarily mean you are eligible for that rating. At Veterans Guardian, we help get you the VA disability benefits that you are medically and ethically qualified for. The first step is a phone consultation to help us understand your specific rating, medical and military history.

✓ Don't Expect Overnight Results.

While many of our clients do see results in 3-4 months, several factors affect your rating decision timeline including: the type of claim being filed, your timeliness in providing all requested documentation, and staffing of government agencies. For example, if you don't have medical records, the National Archives can take up to a year to provide records. These, and other factors, may be beyond our control.

✓ Together We Can Uncover All The Benefits You Deserve.

Our Claim Specialists strategize and make recommendations based on your specific medical history. You may have an idea of what you want to file, however, if we are unable to validate or support your claim, we advise against going forward with that particular claim.

✓ Know That You Have Options.

There are completely free services available to veterans to support the filing of claims for VA benefits. Free services are provided by entities such as National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers. Utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and a veteran can achieve a positive VA benefit claim outcome with these other organizations. The Veterans Administration provides a search tool to find representatives for VA Claims who can assist you for free at <https://www.ebenefits.va.gov/ebenefits/vso-search>.

If you are a veteran dealing with conditions stemming from your military service and need help getting the benefits you are rightfully owed, we can be of value to you:

Discover Potential Benefits



We understand the complexities of developing medical evidence in support of service-connected conditions. The first thing we do is identify a list of potential conditions you may not have known about or have been underrated for. From there, we develop and assemble all the evidence to support your claim.

Help With Documentation



Strengthen Your Claim



An Award Winning Staff



Unmatched Customer Service



[Reads More FAQs](#)

If you are a veteran dealing with conditions stemming from your military service and need help getting the benefits you are rightfully owed, we can be of value to you:

Discover Potential Benefits



Help With Documentation



Our team can assist with the process of developing appropriate evidence for your claim. Know that your history and records are thoroughly reviewed and used in developing the right medical evidence to support your disability benefits. Our Claim Specialists are experienced in assessing medical and service records to relate symptoms and diagnosis to military service.

Strengthen Your Claim



An Award Winning Staff



Unmatched Customer Service



[Reads More FAQs](#)

If you are a veteran dealing with conditions stemming from your military service and need help getting the benefits you are rightfully owed, we can be of value to you:

Discover Potential Benefits



Help With Documentation



Strengthen Your Claim



We help you gather and present the information and evidence needed for the VA to make a favorable claim decision

An Award Winning Staff



Unmatched Customer Service



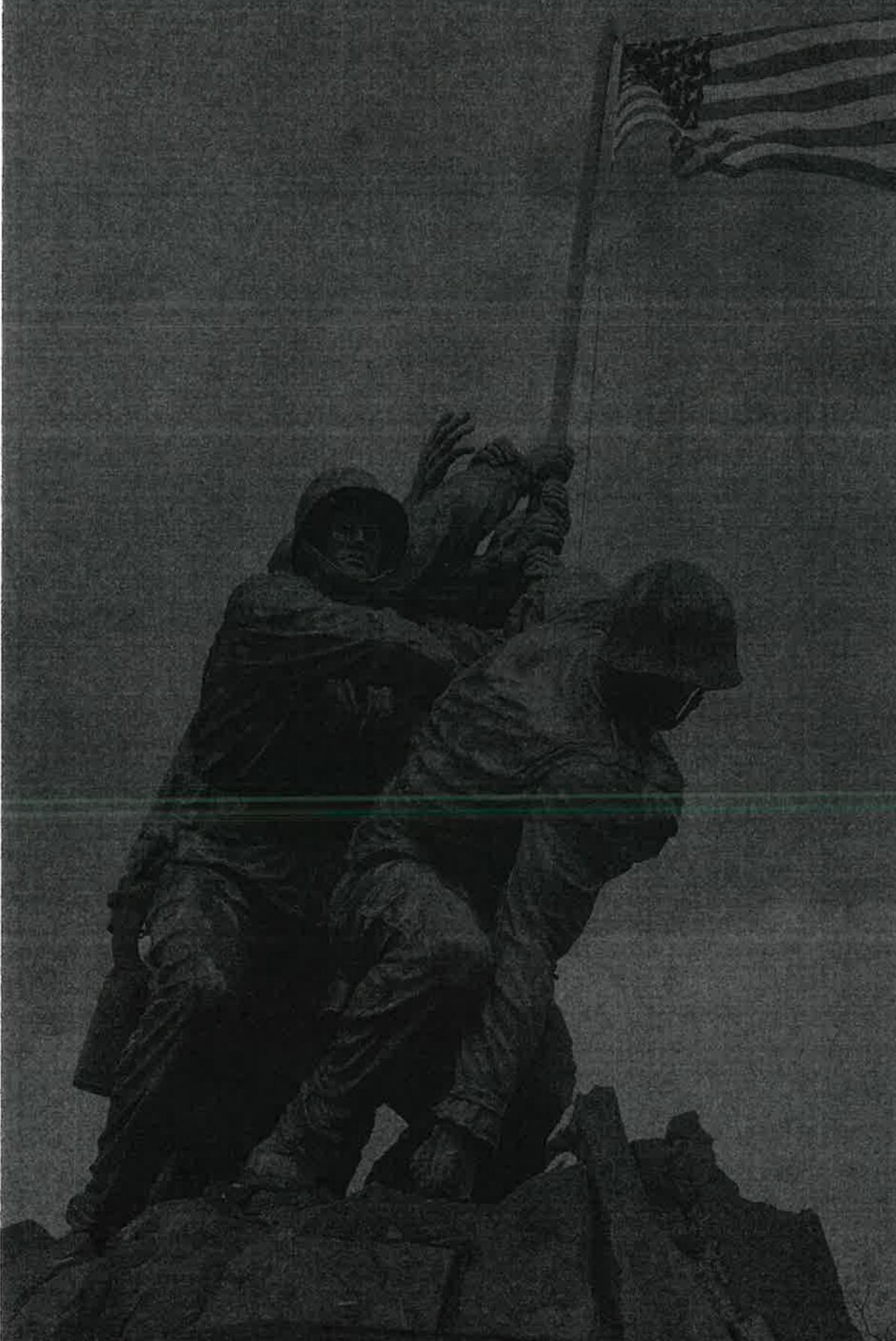
[Reads More FAQs](#)

EXHIBIT

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VETERANS GUARDIAN



EXECUTIVE SUMMARY

Veterans Guardian is an evidence-based medical claims consulting firm helping veterans win previously denied and new claims to get the benefits they truly deserve. Our team of fellow veterans understands how difficult filing at the VA can be.

OUR MISSION

Our mission is to help veterans achieve the maximum VA rating they have earned through their honorable service to the nation.

OUR VISION

Champion a passionate team focused on serving the nation's Veterans and our community.

VETERANS SERVING VETERANS

That is why we are here to help.

RIGHT TO CHOOSE

PROCLAMATION

Veterans Guardian employees make earnest and ethical efforts to inform potential Veteran clients about their options. Veterans who choose to use Veterans Guardian understand that they have the option to utilize the free services provided by entities such as the VA, National Service Organizations (e.g. VFW, DAV), Local Service Organizations, State Sponsored Veteran Service Officers, and/or the paid services of VA accredited agents or lawyers.

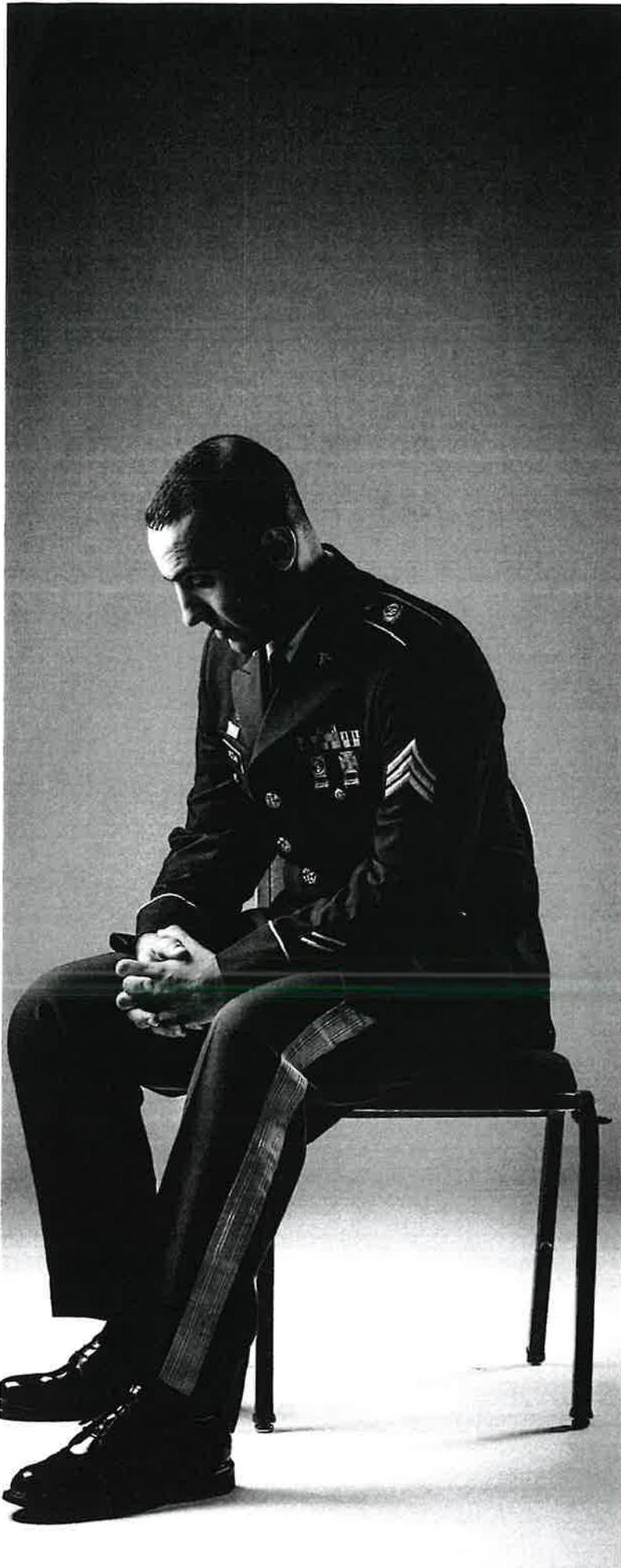
It is explained that the utilization of Veterans Guardian consulting services is not required to submit a claim for VA benefits and that veterans may achieve a positive VA benefit claim outcome with any of the free services or organizations.

Furthermore, veterans are informed that the Veterans Administration provides a search tool to find representatives who may assist with filing VA claims free of charge.

Free services in your area can be found at www.va.gov

Veterans Guardian makes no claim on representation to be an accredited agent or entity recognized by the Department of Veteran Affairs and is not affiliated with the Department of Veterans Affairs in any way.

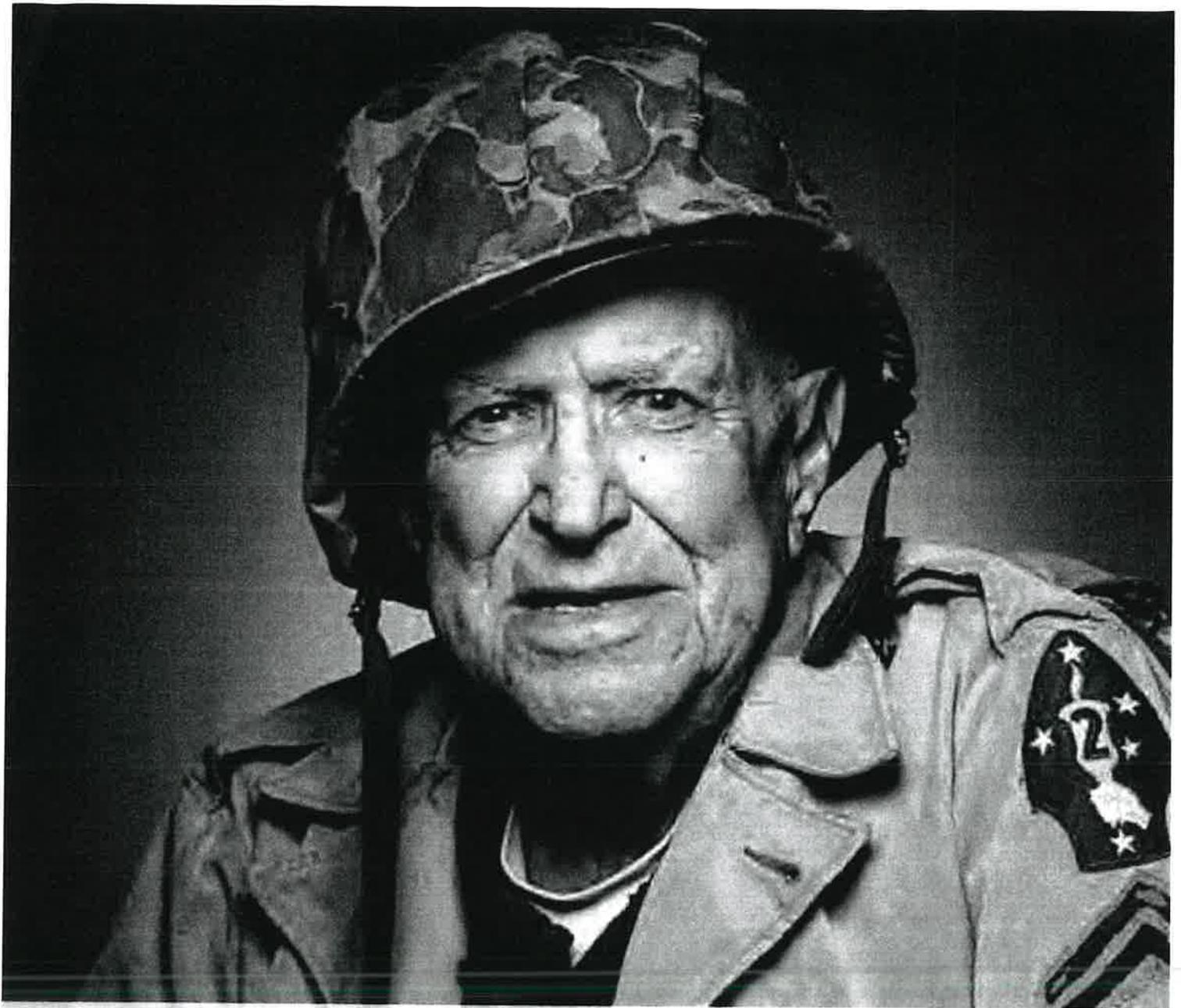
Veterans who choose to utilize Veterans Guardian understand that by choosing Veterans Guardian, they will receive enhanced assistance and a high level of service from dedicated and specialized professionals serving an organization with proven results.



WHY COME TO VETERANS GUARDIAN?

Veterans Guardian is *veteran-owned* and *operated*. We understand how difficult and stressful the VA claims process can be because we've been through it ourselves.

We have assembled an elite team of veterans, veteran spouses, and veteran family members that can relate to our clients and their experiences. Our team members are former VA employees, medical professionals, and military leaders with the *experience*, *knowledge* and *dedication* to guide our clients through this difficult process.



The VA disability process can be a difficult, elaborate, and confusing process that requires in depth knowledge and expertise to navigate successfully. Many veterans are either *unaware of the benefits they are eligible for*, unwilling to engage the process due to its complexity, or frustrated with previous efforts with the VA. Veterans Guardian provides the *expertise, knowledge* and *resources* to bridge these gaps.

WHY WE EXIST

VETERANS GUARDIAN AT A GLANCE

+4600

MONTHLY APPOINTMENTS WITH
POTENTIAL VETERAN CLIENTS

+1600

FULLY DEVELOPED CLAIM
PACKETS CREATED PER MONTH

+6300

CLAIMS PENDING DECISION

+23,000

CLAIMS APPROVED SINCE
COMPANY INCEPTION



OF THE VETERANS WE SUPPORT
SEE AN INCREASE IN THEIR
DISABILITY BENEFITS



AVERAGE INCREASE OF \$1000
PER MONTH IN DISABILITY
BENEFITS



2-4 MONTH AVERAGE VA
DECISION TIME



+2800 POSITIVE CLIENT
REVIEWS



EMPLOYEE DEMOGRAPHICS



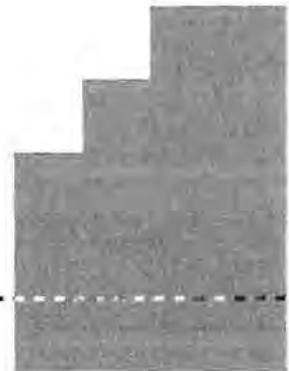
\$3,840,499.55

ANNUAL PAYROLL FOR FULLTIME EMPLOYEES FOR 2020



622.22%

GROWTH RATE FROM 2019 -2021



75% OF STAFF ARE VETERANS, VETERAN SPOUSES OR ACTIVE DUTY SPOUSES



116 VETERANS WE HAVE HIRED SINCE THE COMPANY'S INCEPTION



275 JOBS CREATED NATIONWIDE



5 RESERVISTS AND NATIONAL GUARD MEMBERS (ESGR)

EMPLOYER SUPPORT OF THE GUARD AND RESERVE (ESGR) IS A DEPARTMENT OF DEFENSE ORGANIZATION ESTABLISHED TO PROMOTE COOPERATION AND UNDERSTANDING BETWEEN SERVICE MEMBERS AND THEIR CIVILIAN EMPLOYERS .



The BBB Torch Awards for Marketplace Ethics honor companies and charities which demonstrate a high level of character and ensure the organizations' practices meet the highest standards of ethics. **Veterans Guardian was a 2020 and 2021 Torch Award Winner and a 2022 Finalist.**



The United States Department of Labor has awarded Veterans Guardian the HIREVets Gold Medallion Award, the only federal-level veterans' employment award that recognizes a company or organization's commitment to veteran hiring, retention, and professional development. Veterans Guardian was a **2019 HIREVETS Gold Medallion Winner and 2020 HIREVETS Platinum Medallion Winner.**



The AMVETS Veteran Friendly Employer of the Year Award program recognizes employers from the private sector and government (local, state, and federal) who have made great strides by employing veterans. Veterans Guardian was awarded the **2019 AMVETS NC Employer of the Year, the 2019 National AMVETS Employer of the Year, and the 2020 AMVETS NC Employer of the Year.**



The Military Friendly® Company survey investigates and identifies the organizations whose commitment to serving the military and veteran community is comprehensive in scope and meaningful in terms of actual outcomes and impact. **Veterans Guardian won the award for 2021 Military Friendly Company - Top 10 designation.**



The Military Spouse Friendly designation is awarded to companies who make significant strides in hiring and retaining military spouses. **Veterans Guardian won the award for 2021 Military Spouse Friendly Company.**



AWARDS



AmVets Employer of year
2019-2020



ECONOMIC IMPACT

AS OF APRIL 2022

TOP 5 STATES BY NUMBER OF CLIENTS



TEXAS

5636 Clients
+ \$36,000,000 In Benefits
Per Year



NORTH CAROLINA

4776 Clients
+ \$47,000,000 In Benefits
Per Year



FLORIDA

2956 Clients
+ \$17,000,000 In Benefits
Per Year



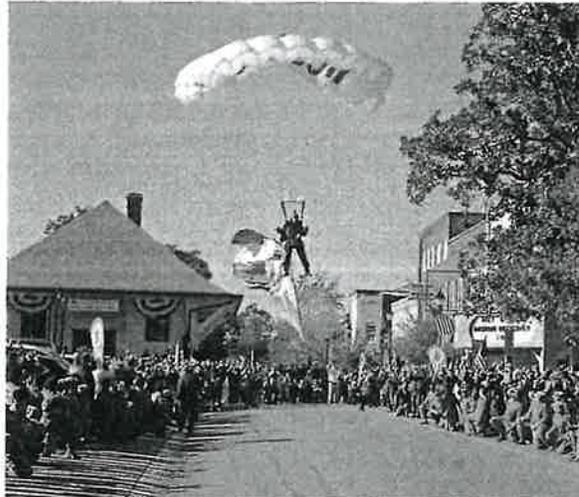
CALIFORNIA

1844 Clients
+ \$13,000,000 In Benefits
Per Year



GEORGIA

1765 Clients
+ \$11,000,000 In Benefits
Per Year



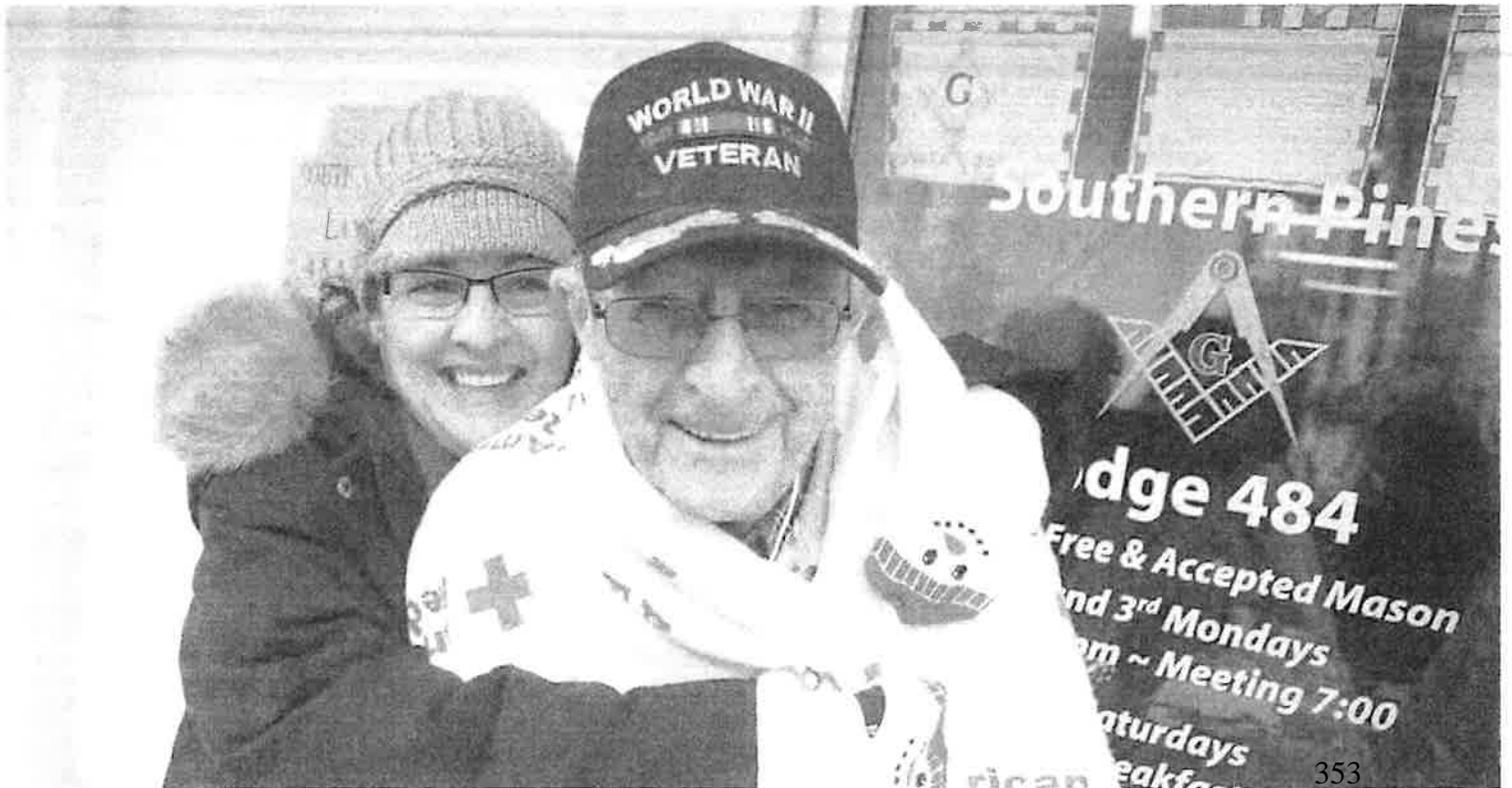

50 Local and national charities supported

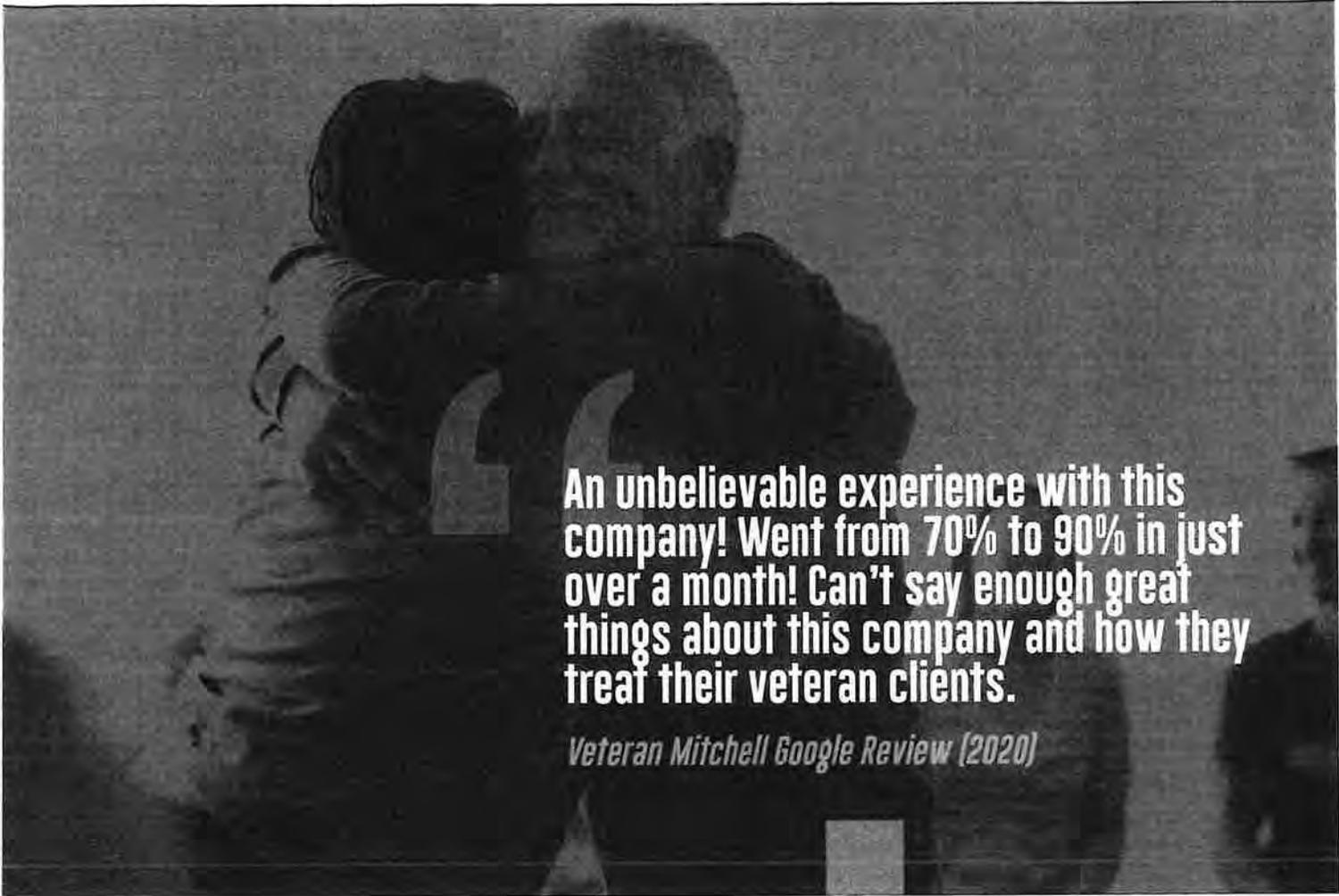
30 military affiliated charities supported





Veterans Guardian believes that giving back not only strengthens the company but also the ties within the community. We are partnered with 50 local charities, and 30 are military-affiliated. Through sustainable donations and volunteer hours, we provide support and assistance to the local community. Our biggest single donation to date is \$35,000 in support of a veteran home build by Habitat for Humanity NC Sandhills Chapter.





An unbelievable experience with this company! Went from 70% to 90% in just over a month! Can't say enough great things about this company and how they treat their veteran clients.

Veteran Mitchell Google Review (2020)



Joe Grubbs recommends Veterans Guardian VA Claim Consulting.

"A Facebook ad changed my life. Sitting about doing nothing when I watched it. I looked up the company on Facebook and nothing but great reviews. I looked them up on Google with nothing but great reviews. So I decided to fill out the contact form and get started. From that first call Jan. 4th to my final decision of April 25th I went from 70% to 100% T&P. These company has the right resources to help anyone.. I'm so glad an Ad found me and changed my life. If you are on the fence about then just do it you won't regret it!"

Nolan White



This place is amazing. After my VSO gave up on me and denial from VA after denial with evidence, veterans guardian made it happen. Just know it's a free consultation if you call them. They won't work with you unless they can get you an increase. They won't move forward without that decision. If you can get the increase, then it's a matter of a few appointments and a few months for decision with VA. I wish my VSO worked as great as these people. Also, the person who helped me was a veteran herself. They are on our side.



This was the best time in my life took me 29 days from start to finish. And I went from 60 to 100

Veteran Diamond Facebook Review(2020)



I have tried for years to get a rating, could only manage to get 0%. Used many different agencies for that rating, Contacted Veterans Guardian, and within 6 months had a 70% rating. wish I would have found you years ago.

Veteran Rhodes Google Review (2019)



Veterans Guardian immediately put my case on track. I went from 80% to 100% in a very short period of time. I highly recommend this organization to have your percentage increased. They can and will help. Thanks again for all of your help in my case.

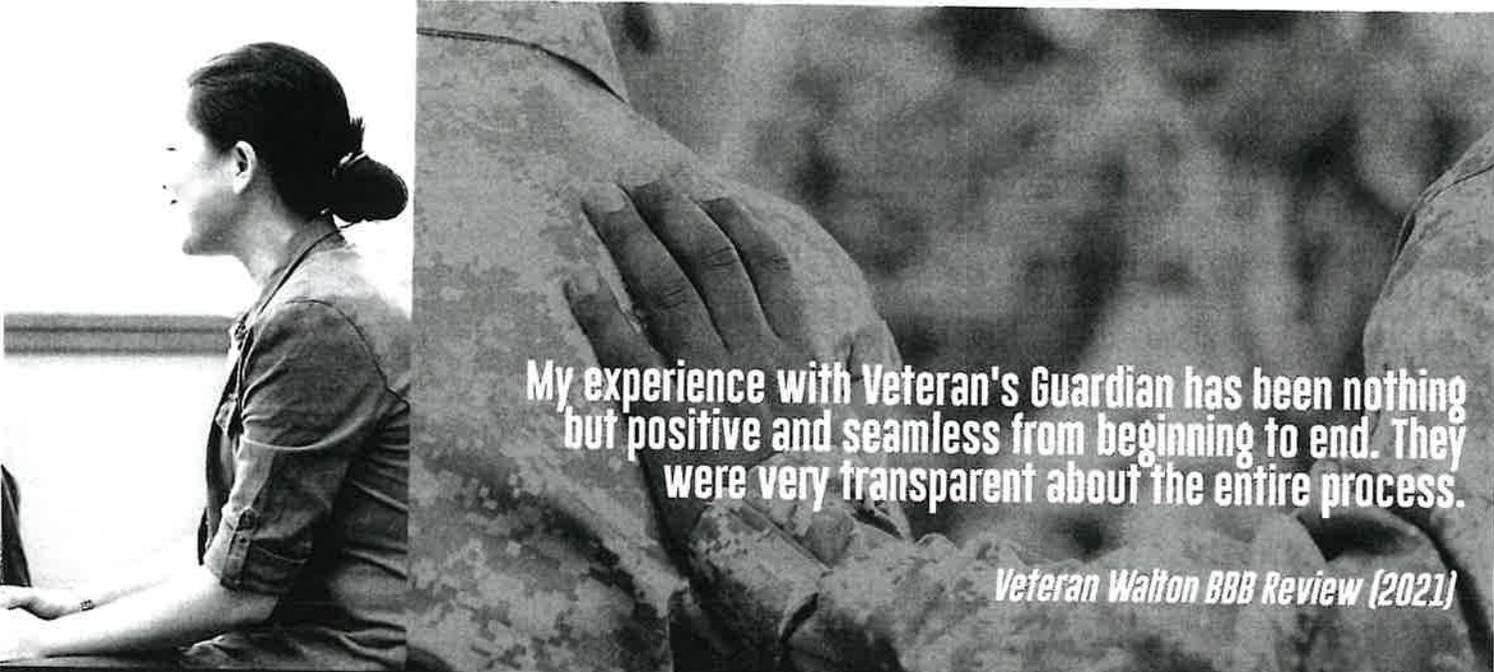
Veteran Green Facebook Review (2020)



I have been working with the VA for over 20 years to get an increase for my disabilities; with Veterans Guardian, I received a 50% increase in less than two months. You can't go wrong with Veterans Guardian and their knowledgeable, very professional staff. I look forward to working with them in the future.

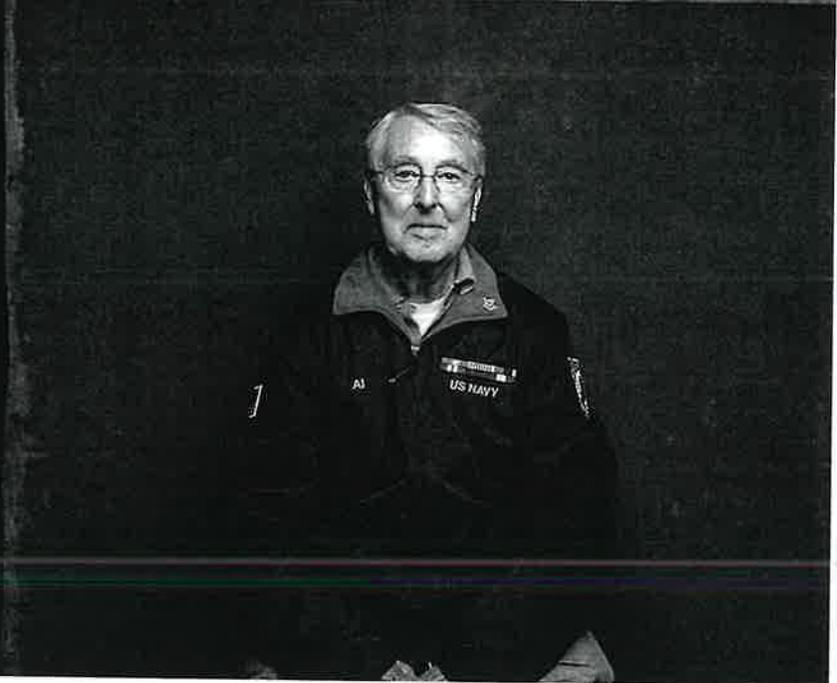
Veteran Frank Google Review (2021)





My experience with Veteran's Guardian has been nothing but positive and seamless from beginning to end. They were very transparent about the entire process.

Veteran Walton BBB Review (2021)



I have to say, God bless Veterans Guardian, Scott (CEO), and the entire staff at Veterans Guardian for what they are doing to help veterans. I'm speechless right now, Scott (VG) asked me to give him a chance and I never looked back, they are the real deal. I started out with a 10% rating for Tiniunits, now thanks to Veterans Guardian I'm at 60% for my PTSD. If there is any doubt in your mind, just ask yourself one question, what do you have to lose, they do it all.

Veteran Gerhart Birdeye Review (2021)

MEET OUR FOUNDERS

LTC(R) SCOTT GREENBLATT

LTC(R) Scott Greenblatt was born in Seaford, New York. He enlisted in the US Army as a Private in 1991 and was commissioned as a Second Lieutenant in the Artillery in 1996.

He holds a Bachelor's Degree in Criminal Justice from the University of South Florida and a Master's Degree in International Policy from the National Defense University, DC. His military education includes: the U.S. Army Airborne, Artillery Officer Basic Course; the Artillery Captain's Career Course, Civil Affairs Qualifications Course and the US Army Command General and Staff College. LTC(R) Scott Greenblatt founded Veterans Guardian VA Claim Consulting after serving 25 years on active duty with the United States Army.





LTC(R) WILLIAM C. TAYLOR

LTC(R) William C. Taylor graduated from the United States Military Academy and was commissioned as an Armor officer in the Regular Army in 1995. LTC Taylor has served for over 23 years in a wide range of command and staff positions and has 6 operational deployments with two each in Kosovo, Iraq and Afghanistan.

His previous tactical assignments include Tank Platoon Leader, Scout Platoon Leader, Headquarters Company Commander, Armor Company Commander, Combat Advisor, and Squadron Executive Officer. His previous Staff assignments include planning assignments at Battalion, Brigade, Division, FORSCOM, Joint Staff, and Army Staff.

“I’ve spent the last 13 years navigating the very complicated waters of the VA disability process, trying to get an increase for my shoulder condition. I spoke with Veterans Guardian and, in 3 months, I went from 20 percent to 80 percent in my rating. I can’t thank them enough. I would recommend them to anyone”

~Randall Leggins, Google Review

“Veterans Guardian did everything they said they would do. They got my rating increased from 60% to 80%. The process from the moment I first contacted them to my rating increase only took about two months. Highly recommend”

~Google Review

“Veterans Guardian was the best choice I could make. In less than 60 days, 45 of which was awaiting the C&P exam appointment, I got my claim decided and my rating upgraded. I only had to click a few buttons and spend a few minutes on the phone, they did the rest.”

~Facebook Review

IN THE NEWS

“Veterans Guardian VA Claim Consulting is a five-star sponsor of Irreverent Warriors. With the donation of \$20,000, the donation will support Irreverent Warriors in their mission to prevent veteran suicide and improve mental health.”

“Veterans Guardian is the lead sponsor of the Sandhills Habitat for Humanity 2021 Veteran home build. The \$35,000 donation will not only kick start the building process but encourage the surrounding veteran community to band together and aid a comrade.”

“Veterans Guardian has been recognized by the Better Business Bureau serving Eastern North Carolina in the annual 2020 BBB Torch Award for Marketplace Ethics.”



Veterans Guardian assists clients worldwide, no matter where they are located.

“The brave men, living and dead, who struggled here, have consecrated it, far above our poor power to add or detract. The world will little note, nor long remember what we say here, but it can never forget what they did here.”

-- Abraham Lincoln



Accreditation, Discipline, & Fees (0220)
Office of General Counsel

810 Vermont Ave, NW
Washington, DC 20420
ogcaccréditationmailbox@va.gov

In Reply Refer To:
022D-52873

May 15, 2020



Dear [REDACTED]

This letter is in response to your application for Department of Veterans Affairs (VA) accreditation as a claims agent for purposes of representing individuals seeking VA benefits. Under current law, VA must "ensure that claimants for [VA] benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans' benefits." 38 C.F.R. § 14.626. VA may accredit an applicant as a claims agent if the applicant establishes that he or she is of good character and reputation and demonstrates that he or she possesses the ability to provide valuable assistance to claimants and is otherwise competent to assist them in their VA benefit claims. 38 C.F.R. § 14.629(b)(2). I am unable to approve your application because you have failed to satisfy the requirements necessary for VA accreditation.

As noted in our January 2, 2019, follow-up letter (January 2019 letter), Federal law requires that a person must first be accredited by VA before they may help prepare claims for VA benefits, even if they do so without charge. See 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. One of your references, [REDACTED] stated in a letter received by this office on December 21, 2017, that you "helped several active duty military co-worker [*sic*] with their VA claims and the many questions that they had" during the time you worked together. We requested that you provide a description of any work you undertook on VA benefits claims. See January 2019 at 2. In response, you asserted that you do not prepare, present, or prosecute any claims; rather, you "provid[e] rudimentary information and the information on where to find tools to process a claim . . . [s]uch as: VA.gov – environmental registries, and [Disability Benefits Questionnaires, or DBQs]; medical journals." You further stated, "I also inform veterans that I am not a claims agent, I do not take money for providing information, and to keep a copy of everything they submit. Anything a veteran may need can be found on the internet, [the Code of Federal Regulations], [DBQs], and medical journals. I just lead

2.

them to it and give direction on what they will need like records, xrays, CT scans, or proving existing proof that can assist them."

Additionally, in reviewing your application for character and reputation purposes (as is required by 38 U.S.C. § 5904(a)(2) and 38 C.F.R. § 14.629(b)(1)), we determined that you were the registered agent for a company doing business as [REDACTED] which you did not include in Box 9 (employment history) of your accreditation application. In our January 2019 letter, we asked that you provide additional information about this company, to include the following: 1) physical addresses and phone numbers for [REDACTED] 2) the general nature of the business or activities in which [REDACTED] engages; 3) your position and/or title with [REDACTED] 4) your duties as they pertain to your position, title, and/or professional relationship with [REDACTED] 5) the dates of your affiliation with [REDACTED] 6) the reason for your separation from [REDACTED] and 7) if [REDACTED] no longer exists, the reason(s) for its dissolution. You responded that you were the CEO of [REDACTED] that it was started in 2005, and that you forfeited the registration in 2008 because you could no longer run the company due to other personal and professional commitments.

Your response to our inquiry failed to provide information about the general nature of the business or activities in which [REDACTED] engaged. You also failed to provide an explanation for why you omitted [REDACTED] from Box 9 of your initial application for accreditation in October 2012.¹ It is possible that the reason for your oversight or omission is because the organization does in fact provide claims assistance to Veterans. In a recent review of [REDACTED] website, [REDACTED] it was uncovered that [REDACTED] advertises that they offer "assistance with VA claims and appeals" and lists you as the person to contact for more information about its services. The website also includes several testimonials from former clients praising [REDACTED] and its staff, for helping them obtain VA benefits. For example, A.J. from California wrote:

[REDACTED] helped me get my VA claim rated from 40% to 100%. Their consultant talked to me whenever I need a question answered, whether it be by text, email, or phone call. That personalized treatment made my stress less and wishing for the best outcome.

¹ As we noted in our January 2019 letter, the VA Form 21a ("Application for Accreditation as a Claims Agent or Attorney") requires that applicants provide five years of employment history. Because you filed your initial application for accreditation on October 5, 2012, you were required to provide your employment history dating back to October 2007.

3.

J.K. from Wisconsin also commented:

When I was introduced to [REDACTED] through my wife. I was VA rated 40%, and gave up on going to the VA hospital and clinic due to how I was treated. A consultant from [REDACTED] directed me to the right drs, and help direct me to what I need to do to get my VA claim to be rated 100%. Their help, and guidance helped in getting what I deserve in [] benefits and the entitlements. With their tools, and information they gave me I was able to help my wife. Great stuff.

I find that the language on the website, including the testimonials, strongly suggests that you are participating in the preparation and presentation of VA benefit claims contrary to 38 U.S.C. §§ 5901 through 5904 and 38 C.F.R. §§ 14.628 through 14.629. Moreover, I find that your statements to our office, in January 2019, failed to fully and honestly explain your affiliation with [REDACTED] and services that the organization was or planned to provide. This demonstrated a lack of candor on your part. A lack of candor can serve as a basis for determining that an applicant lacks the requisite character and fitness to represent VA benefits claimants. See, e.g., *In re Committee on Bar Admissions CFN-3463*, 150 So. 3d 300 (La. 2014) (finding that the petitioner's "lack of candor during the course of . . . bar admission proceedings" contributed to a finding that he exhibited "a fundamental lack of moral fitness necessary for admission to the bar"); *In re Cramer*, 50 A.3d 1066, 1072-73 (Md. 2012) (bar applicant who submitted an incomplete application, and provided piecemeal information only at the Character Committee's request, demonstrated a lack of candor); see *In re Panepinto*, 1999-Ohio-466, 84 Ohio St. 3d 397, 704 N.E.2d 564 ("Evidence of false statements, including material omissions, and lack of candor in the admissions process reflect poorly on an applicant's present character, fitness, and moral qualifications.")²

Based on your January 2019 response letter, it appears that you may be attempting to draw a legal distinction between providing advice to veterans about the information needed to substantiate their claims and filing the claim under your own name. However, this is a distinction without a difference as both types of work are considered to be in furtherance of the preparation and presentation of VA benefits claims, and thus, prohibited without first achieving VA accreditation. See MERRIAM-WEBSTER'S COLLEGIATE DICTIONARY (hereafter "MERRIAM-WEBSTER") 980 (11th ed. 2008) (defining "prepare" as "to make ready beforehand for some purpose, use, or activity"); MERRIAM-WEBSTER 982 (defining "present" as "to lay (as a charge) before a court as an

² Although you are not applying for membership in a state bar or for accreditation as an attorney, Congress required that VA regulate the accreditation program with rules "consistent with the Model Rules of Professional Conduct of the American Bar Association" for the "qualifications and standards of conduct for" accredited representatives. 38 U.S.C. § 5904(a)(2).

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object of inquiry"). As noted above, the materials on [REDACTED] website reflect services that clearly constitute assistance in the preparation, presentation, and prosecution of claims, which cannot be performed without VA accreditation. 38 C.F.R. § 14.629(b). Prior unauthorized work on VA benefits claims reflects negatively on your fitness to represent veterans and their family members. See *In Re Simmons*, 414 P.3d 1111, 1117 (Wash. 2018) (citing *In Re Wright*, 690 P.2d 1134, 1137 (1984), for its disapproval of a bar applicant's prior unauthorized practice of law); *Attorney Grievance Comm'n v. Shryock*, 968 A.2d 593, 603 (Md. 2009) (citing *Attorney Grievance Comm'n v. Velasquez*, 846 A.2d 422, 426 (Md. 2004), for the proposition "that engaging in the unauthorized practice of law reflected the actor's unfitness to practice law").

Moreover, your website describes [REDACTED] as a "fee-based consulting firm that provides the tools and information for you to do your VA claim." Under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing applications for VA benefits or presenting initial claims to VA. Only VA-accredited agents and attorneys may charge fees for assisting in a claim for VA benefits, and only after VA has decided the claim, and the agent or attorney has complied with the power-of-attorney requirements in 38 C.F.R. § 14.631 and the fee agreement requirements in 38 C.F.R. § 14.636(g). See 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c). If you are charging any fee at all for assisting or preparing benefit applications, you are violating the law, because fees may never be charged by unaccredited individuals. Thus, by law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits and charging of fees for such services.

During the course of reviewing your website, our office observed the use of military service seals on your consulting firm's website, [REDACTED] (last visited May 12, 2020), in conjunction with the promotion of [REDACTED] services. Federal Law prohibits the unauthorized use of any insignia whose design is prescribed by the head of a Federal agency. See 18 U.S.C. § 701. More specifically, Federal Law also prohibits the unauthorized use of the seals of military service departments which, in some instances, may be a criminal matter. See, e.g., 10 U.S.C. § 8921(b) (prohibiting the use without authorization of the "seal, emblem, name, or initials of the United States Marine Corps in connection with any promotion, goods, services, or commercial activity in a manner reasonably tending to suggest that such use is approved, endorsed, or authorized by the Marine Corps or any other component of the Department of Defense"); 14 U.S.C. § 934 (establishing a maximum fine of \$10,000, maximum jail sentence of one year, or both, for use of the Coast Guard's marks "by way of advertisement to induce the effect of leading the public to believe that any such individual, association, partnership, or corporation has any connection with the Coast Guard"). Moreover, the use of military service seals may mislead a benefits claimant by implying a relationship with, or the endorsement by, a service branch. I find this advertising, which specifically targets veterans, to be deceptive and to weigh heavily

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against a finding that you have the necessary good character and reputation to represent claimants before VA.³

Another concern is that among the factors for consideration in evaluating an applicant's character and reputation is the applicant's financial responsibility. "[F]inancial responsibility is critically important for lawyers." *In re Application of Mefford*, 819 N.E.2d 684, 686 (Ohio 2004). A search of Federal and Maryland state court records reflects that you have at least one lien recorded in the state of Maryland, and filed for bankruptcy in Maryland twice within a five-year period (once in 2009, and once in 2014). While the 2009 bankruptcy petition reflects mostly educational debt and a home mortgage, the 2014 petition reflects that you accumulated substantial additional debt. Given the amount of debt accrued within a relatively short period of time after filing the 2009 petition, and the recency of the 2014 bankruptcy petition, we believe this conduct reflects adversely on your character and fitness for purposes of VA accreditation. See *In re Hyland*, 663 A.2d 1309, 1316 (Md. 1995) ("The conduct of an applicant in satisfying his or her financial obligations and exhibiting financial responsibility is an important factor in assessing good moral character.").

For the above reasons, we cannot approve your application as we have concluded that you have not established that you meet the qualifications necessary to be accredited by VA as a claims agent. Under 38 C.F.R. § 14.629(d)(2)(i), you have the opportunity to submit additional information for my consideration concerning your qualifications for accreditation as a claims agent. If you choose to submit additional information, please do so by mailing that information (include the reference number, located at the top of the first page of this letter) to the Office of General Counsel (022D), 810 Vermont Ave., NW, Washington, DC 20420, within 30 days of the date of this letter. You also have the option of appealing my determination to the Board of Veterans' Appeals by completing the enclosed VA Form 10182.

Sincerely,



David J. Barrans
Chief Counsel

Enclosure

³ WMS also bears the logo of a Service-Disabled Veteran-Owned Small Business, and thus, by copy on this letter VA OGC is sharing its findings that it is operating contrary to law with VA's Center for Verification and Evaluation for any action it deems necessary.

VA Department of Veterans Affairs		DECISION REVIEW REQUEST: BOARD APPEAL (NOTICE OF DISAGREEMENT)	
PART I - PERSONAL INFORMATION			
1. VETERAN'S NAME (First, middle initial, last)			
2. VETERAN'S SOCIAL SECURITY NUMBER	3. VETERAN'S VA FILE NUMBER (if different than their SSN) C/CSS -		4. VETERAN'S DATE OF BIRTH
5. IF I AM NOT THE VETERAN, MY NAME IS (First, middle initial, last)			6. MY DATE OF BIRTH (if I am not the Veteran)
7. MY PREFERRED MAILING ADDRESS (Number and street or rural route, P.O. Box, City, State, ZIP Code and Country) <input type="checkbox"/> I AM HOMELESS			
8. MY PREFERRED TELEPHONE NUMBER (Include Area Code)	9. MY PREFERRED E-MAIL ADDRESS	10. MY REPRESENTATIVE'S NAME	
PART II - BOARD REVIEW OPTION (Check only one)			
11. A Veterans Law Judge will consider your appeal in the order in which it is received, depending on which of the following review options you select. (For additional explanation of your options, please see the attached information and instructions.)			
<input type="checkbox"/> 11A. Direct Review by a Veterans Law Judge: I do not want a Board hearing, and will not submit any additional evidence in support of my appeal. (Choosing this option often results in the Board issuing its decision most quickly.)			
<input type="checkbox"/> 11B. Evidence Submission Reviewed by a Veterans Law Judge: I have additional evidence in support of my appeal that I will provide within the next 90 days, but I do not want a Board hearing. (Choosing this option may add delay to issuance of a Board decision.)			
<input type="checkbox"/> 11C. Hearing with a Veterans Law Judge: I want a Board hearing and the opportunity to submit additional evidence in support of my appeal that I will provide within 90 days after my hearing. (Choosing this option may add delay to issuance of a Board decision.)			
PART III - SPECIFIC ISSUE(S) TO BE APPEALED TO A VETERANS LAW JUDGE AT THE BOARD			
12. Please list each issue decided by VA that you would like to appeal. Please refer to your decision notice(s) for a list of adjudicated issues. For each issue, please identify the date of VA's decision and the area of disagreement.			
<input type="checkbox"/> Check here if you attached additional sheets. Include the Veteran's last name and last 4-digits of the Social Security number.			
Check the SOC/SSOC Opt in box if any issue listed below is being withdrawn from the legacy appeals process. <input type="checkbox"/> Opt in from SOC/SSOC			
A. Specific Issue(s)			B. Date of Decision
PART IV - CERTIFICATION AND SIGNATURE			
I CERTIFY THAT THE STATEMENTS ON THIS FORM ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.			
13. SIGNATURE (Appellant or appointed representative) (Ink signature)			14. DATE SIGNED

**INFORMATION AND DETAILED INSTRUCTIONS FOR COMPLETING
DECISION REVIEW REQUEST: BOARD APPEAL
(NOTICE OF DISAGREEMENT)**

NOTE: Use this form **ONLY** if you received your VA decision on or after **February 19, 2019**, and you wish to appeal one or more issues to a Veterans Law Judge at the Board of Veterans' Appeals. **DO NOT USE THIS FORM** to submit a Supplemental Claim (if you wish to have additional evidence reviewed by a VA rater) or request a Higher-Level Review (if you wish to have a new decision by a VA senior reviewer).

If you have any questions about the filing deadline in your case, ask your representative or your local VA office. **Filing on time is very important. Failing to submit on time could result in you losing your right to appeal.**

When should I fill out a Notice of Disagreement? If you have received a decision from a local VA office or a higher-level adjudicator with which you disagree, and you would like one or more issues to be decided by a Veterans Law Judge, you **must** fill out and submit a Notice of Disagreement. You can choose to appeal all or only some of the issues previously decided, however, **ONLY** those issues that you list on your Notice of Disagreement will be considered on appeal.

How long do I have to submit my Notice of Disagreement? Your completed Notice of Disagreement must be post-marked or received by the Board within **one year (365 days)** from the day that your local VA office mailed the notice of the decision. If you do not provide all the information requested in the Notice of Disagreement, VA will consider your form incomplete and will contact you to request clarification and explain your options.

Contested Claim: If you are one of multiple people claiming the right to the same benefit, your completed Notice of Disagreement must be post-marked or received by the Board within **60 days** from the day that your local VA office mailed the notice of the decision. VA will notify you and provide additional information if you are a party to a contested claim.

What are my options for the Board's review? You must choose **one** of three options for how a Veterans Law Judge will review the issue(s) on appeal. Determine which of the below options best fits your situation. Please note that you may choose **only one** option for each issue you wish to appeal.

REVIEW OPTION	DESCRIPTION
Direct Review	<ul style="list-style-type: none"> - Choose this option if you do not want to submit additional evidence, and you do not want a hearing with a Veterans Law Judge. - The Veterans Law Judge and Board team will review the issue(s) you appealed, and make a new determination based on the evidence that the local VA office considered. - Choosing this option will often result in a Veterans Law Judge at the Board being able to issue its decision most quickly.
Evidence Submission	<ul style="list-style-type: none"> - Choose this option if you want to submit additional evidence, but you do not want to have a hearing with a Veterans Law Judge. - After 90 days, any additional evidence added to your claim will not be considered by the Board. - The Veterans Law Judge and Board team will review the issue(s) you appealed, considering the evidence that the local VA office considered, along with any additional evidence that you submit within 90 days after VA's receipt of your Notice of Disagreement.
Hearing Request	<ul style="list-style-type: none"> - Please note that a Board hearing is optional, and may increase the wait time for a Board decision. - Choose this option if you want a hearing with a Veterans Law Judge, which includes the option to submit additional evidence. - The Board will contact you to schedule your hearing and provide additional information. - After your hearing, the Veterans Law Judge and Board team will review the issue(s) you appealed, considering the evidence that the local VA office considered, along with your hearing testimony and any additional evidence that you submit within 90 days after the hearing.

Find more information on the review options at va.gov/decision-reviews.

Where can I get help with filing my appeal? A Veterans Service Organization or a VA-accredited attorney or agent can represent you or provide guidance. Contact your local VA regional office for assistance or visit: va.gov/ogc/accreditation.asp

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**Board of Veterans' Appeals
P.O. Box 27063
Washington, DC 20038
FAX: 844-678-8979**

What if I want to modify my Notice of Disagreement? You may make a request to modify your Notice of Disagreement for the purpose of selecting a different review option in Part II. Any such request must be made by submitting a new Notice of Disagreement form to the Board within one year (365 days) from the date of mailing of the notice of decision on appeal, or within 60 days of the Board's receipt of the Notice of Disagreement, whichever is later. You **cannot** request to modify your Notice of Disagreement if you have already submitted evidence to the Board or testified at a hearing with a Veterans Law Judge.

OVERVIEW OF NOTICE OF DISAGREEMENT FORM SECTIONS

If you decide to appeal to a Veterans Law Judge at the Board, these instructions will help you complete your Notice of Disagreement.

Part I - PERSONAL INFORMATION Please provide all the personal information in Part I. If desired, you may also enter the claimant's prefix (such as "Mr." or "Ms.") and/or suffix (such as "Jr." or "Sr."). If your address has changed recently or will change soon, please notify your local VA office. If you are homeless, please check the box in Item 7. If you wish to include multiple addresses, you may attach additional sheets to the form, explaining how you would like VA to contact you.

Part II - REVIEW OPTION You must check one, and only one, of the boxes in Part II, Block 11, to choose how you would like the Board to review the issues identified in Part III. The Board will place your appeal onto a list for consideration in the order it was received. If you wish to request a different review option for one or more issues listed in Part III, you may attach additional sheets to the form, explaining your preference.

Box 11A - Direct Review by a Veterans Law Judge: Check this box if you do not want to submit additional evidence and you do not want a Board hearing.

Box 11B - Evidence Submission Reviewed by a Veterans Law Judge: Check this box if you do not want a Board hearing, but you do want to submit additional evidence with this Notice of Disagreement or within 90 days following VA's receipt of your Notice of Disagreement.

Box 11C - Hearing With a Veterans Law Judge: Check this box if you want a Board hearing with a Veterans Law Judge, which includes the option to submit additional evidence at your hearing or within 90 days following the hearing.

If you have already submitted a Notice of Disagreement, and wish to change your Board Review Option, please fill out this form completely, indicating your new choice in Part II.

Part III - SPECIFIC ISSUE(S) BEING APPEALED TO THE BOARD List the issue(s) you would like the Board to review in Block 12A, and the date of your decision notice in Block 12B. Please refer to your decision notice for a list of adjudicated issues. If you want to appeal more issues, you may attach additional pages as needed.

Upon receipt of a Statement of the Case (SOC) or Supplemental Statement of the Case (SSOC) in the legacy appeals system, you may elect to continue your appeal either in the legacy appeals system or in the modernized review system. Your decision notice contains further details. If you are filing this form to opt into the modernized review system for any issues decided in the SOC or SSOC, you must provide notice to VA of your decision to leave the legacy appeals system for those issues. To do so when using the Notice of Disagreement, please check the box for "OPT IN from SOC/SSOC" in item 12 and list the issue(s) in the SOC or SSOC for which you are seeking review under item 12A as instructed above. Your selection of the **BOARD APPEAL** option does not prevent you from changing the review option (in accordance with applicable procedures) before the Veterans Law Judge issues a decision on the issue(s).

Please note that by checking the "OPT IN from SOC/SSOC" box in item 12 you are acknowledging the following: I elect to participate in the modernized review system. I am withdrawing all eligible appeal issues listed on this form in their entirety, and any associated hearing requests, from the legacy appeals system to seek review of those issues in VA's modernized review system. I understand that I cannot return to the legacy appeals system for the issue(s) withdrawn.

Part IV - CERTIFICATION AND SIGNATURE Please sign and date the Notice of Disagreement, certifying that the statements on the form are true to the best of your knowledge and belief. An appointed representative may sign on the behalf of the appellant.

WHAT IF I WANT TO ADD ADDITIONAL INFORMATION? If you want to provide any additional information to VA, including why you believe that VA previously decided one or more issues incorrectly, you may check the box in Block 12 and attach additional sheets to the form. For each issue, please make sure to identify the date of VA's decision. The Board will not consider any new evidence unless you selected the "Evidence Submission" option in Part II, Block 11B. The Board will consider argument submitted with any Notice of Disagreement. Please number any additional pages and include the Veteran's last name and Social Security number (last four digits only).

PRIVACY ACT STATEMENT: Our authority for asking for the information you give to us when you fill out this form is 38 U.S.C. 7105(d)(3), a Federal statute that sets out the requirement for you to submit a formal appeal to complete your appeal on a VA benefits determination. You use this form to present your appeal to the Board of Veterans' Appeals (Board). It is used by VA in processing your appeal and it is used by the Board in deciding your appeal. Providing this information to VA is voluntary, but if you fail to furnish this information VA will close your appeal and you may lose your right to appeal the benefit determinations you told us you disagreed with. The Privacy Act of 1974 (5 U.S.C. 552a) and VA's confidentiality statute (38 U.S.C. 5701), as implemented by 38 C.F.R. 1.526(a) and 1.576(b), require individuals to provide written consent before documents or information can be disclosed to third parties not allowed to receive records or information under any other provision of law. However, the law permits VA to disclose the information you include on this form to people outside of VA in some circumstances. Information about that is given in notices about VA's "systems of records" that are periodically published in the *Federal Register* as required by the Privacy Act of 1974. Examples of situations in which the information included in this form might be released to individuals outside of VA include release to the United States Court of Appeals for Veterans Claims, if you later appeal the Board's decision in your case to that court; disclosure to a medical expert outside of VA, should VA exercise its statutory authority under 38 U.S.C. 5109 or 7109, to ask for an expert medical opinion to help decide your case; disclosure to law enforcement personnel and security guards in order to alert them to the presence of a dangerous person; disclosure to law enforcement agencies should the information indicate that there has been a violation of law; disclosure to a congressional office in order to answer an inquiry from the congressional office made at your request; and disclosure to Federal government personnel who have the duty of inspecting VA's records to make sure that they are being properly maintained. See the *Federal Register* notices described above for further details.

RESPONDENT BURDEN: VA may not conduct or sponsor, and the respondent is not required to respond to, this collection of information unless it displays a valid Office of Management and Budget (OMB) Control Number. The information requested is approved under OMB Control Number (2900-0674). Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection, including suggestions for reducing this burden to: VA Clearance Officer (005R1B), 810 Vermont Ave., NW, Washington, DC 20420. **DO NOT** send requests for benefits to this address.



Washington DC 20420
OFFICIAL BUSINESS

(0000)





Accreditation, Discipline, & Fees (022D)
Office of General Counsel

810 Vermont Ave, NW
Washington, DC 20420
ogcaccréditationmailbox@va.gov

In Reply Refer To:
022D-71503

May 27, 2020

[REDACTED]

Dear [REDACTED]

This responds to your application for Department of Veterans Affairs (VA) accreditation as a claims agent for purposes of representing individuals seeking VA benefits. Under current law, VA must “ensure that claimants for [VA] benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans’ benefits.” 38 C.F.R. § 14.626. VA may accredit an applicant as a claims agent if the applicant establishes that he or she is of good character and reputation and demonstrates that he or she possesses the ability to provide valuable assistance to claimants and is otherwise competent to assist them in their VA benefit claims. 38 C.F.R. § 14.629(b)(2).

On your June 9, 2017, application for accreditation, you informed VA that you were “unemployed.” Later that month, this office inquired whether you have sought any employment opportunities, and you answered “No” on July 5, 2017. Your LinkedIn page, however, reflects that you are employed as the Director of Operations at VA [REDACTED] Services—and have been since June 2017. See [REDACTED]

Despite subsequent correspondence on a variety of issues throughout 2018, you never mentioned this employment. This reflects a lack of candor. A lack of candor can serve as a basis for determining that an applicant lacks the requisite character and fitness to represent VA benefits claimants. See, e.g., *In re Committee on Bar Admissions CFN-3463*, 150 So. 3d 300 (La. 2014) (finding that the petitioner’s “lack of candor during the course of . . . bar admission proceedings” contributed to a finding that he exhibited “a fundamental lack of moral fitness necessary for admission to the bar”); *In re Cramer*, 50 A.3d 1066, 1072-73 (Md. 2012) (bar applicant who submitted an incomplete application, and provided piecemeal information only at the Character Committee’s request, demonstrated a lack of candor); see *In re Panepinto*, 1999-Ohio-466, 84 Ohio St. 3d 397, 704 N.E.2d 564 (“Evidence of false statements, including material omissions, and lack of candor in the admissions process reflect

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poorly on an applicant's present character, fitness, and moral qualifications."¹

Moreover, I have additional concerns with VA [REDACTED] Medical Services. First, the name is potentially misleading; many veterans might think that it is affiliated (though it is not) with the U.S. Department of Veterans Affairs, since the name includes the Department's acronym "VA". Second, VA [REDACTED] Medical Services advertises services including "assistance with disability claim[s]" and indicates that VA [REDACTED] Medical Services is a "'one-stop shop' model where VA [REDACTED] MEDICAL SERVICES helps veterans with services such as: compensation, education, vocation rehabilitation and life insurance, pension, health care, and burial benefits." Moreover, the organization's website includes a review from Veteran [REDACTED] in which she highlights that [REDACTED] goes out of his way to help veterans to get the benefits they deserve." See [REDACTED]. Although it appears that the organization is assisting claimants with their VA benefits claims, it does not appear that there is a VA accredited attorney or agent on staff authorized to do so. To the extent that VA [REDACTED] Medical Services is preparing or presenting VA benefits claims in violation of 38 C.F.R. § 14.629(b)(1), the organization must immediately cease. Your affiliation with an organization that appears to be doing unauthorized work on VA benefits claims reflects negatively on your fitness to represent veterans and their family members. See *In Re Simmons*, 414 P.3d 1111, 1117 (Wash. 2018) (citing *In Re Wright*, 690 P.2d 1134, 1137 (1984), for its disapproval of a bar applicant's prior unauthorized practice of law); *Attorney Grievance Comm'n v. Shryock*, 968 A.2d 593, 603 (Md. 2009) (citing *Attorney Grievance Comm'n v. Velasquez*, 846 A.2d 422, 426 (Md. 2004), for the proposition "that engaging in the unauthorized practice of law reflected the actor's unfitness to practice law").

Third, this office is wary of the mixing of medical services and representation. Attendant to the long-standing advocate-witness rule, VA [REDACTED] Medical Services (including its employees) should not be providing representation for a claim while also generating evidence for the claim. That is a conflict of interest. MODEL RULES OF PROFESSIONAL CONDUCT, R. 3.7: see *United States v. Prantil*, 764 F.2d 548, 553 (9th Cir. 1985). Because VA [REDACTED] Medical Services advertises the ability to provide medical examinations for VA benefits claims, providing its director with accreditation to represent those very claims would constitute a conflict of interest. See [REDACTED].

Fourth, it was a psychologist from VA [REDACTED] Medical Services who informed this office that you were "apt emotionally, psychologically and behaviorally to perform"

¹ Although you are not applying for membership in a state bar or for accreditation as an attorney, Congress required that VA regulate the accreditation program with rules "consistent with the Model Rules of Professional Conduct of the American Bar Association" for the "qualifications and standards of conduct for" accredited representatives. 38 U.S.C. § 5904(a)(2).

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the duties of a claims agent. But the persuasive value of that medical conclusion is significantly diminished by the fact that you are the *director* of the operation that employs this psychologist.

Prior medical evidence you had submitted to this office reflected that you had experienced a traumatic brain injury in service, resulting in chronic post-traumatic stress disorder; cognitive impairments involving memory, concentration, and attention; emotional impairments involving depression, mood instability, and anxiety; functional impairments involving judgment, inhibitory control; and symptoms such as development of false memories, mood swings, disassociation, irritability, and forgetfulness. See ██████████ March 6, 2017, medical report.

While these symptoms—if managed appropriately—do not necessarily foreclose your ability to provide valuable services to VA benefits claimants, Dr. ██████████ found that you “continue[] to have significant residual clinical symptoms,” and it is undeniable that the aforementioned symptoms could negatively affect a claimant’s pursuit of benefits. *Id.* Indeed, Dr. ██████████ report suggests that these symptoms may have led to the “negligent” attachment of an iPod to an Army SIPRNet computer. *Id.* Your submissions to our office also reflect problems with recalling significant events, including that incident in service. See May 16, 2018, correspondence (attaching sworn statement that “I SGT ██████████ have no explanation on how my [iP]od got connected to the S[IPR] computer.”). You also were unable to recall the circumstances surrounding two criminal cases involving your wife writing checks from your checkbook. Compare January 18, 2018, correspondence (not recalling these cases), with February 12, 2018, correspondence (recalling the cases after calling the county clerk’s office).

In summary, the record before me raises concerns regarding your lack of candor in dealings with this office; your undisclosed relationship to an organization (VA ██████████ Medical Services) that appears to be involved in unauthorized representation of VA claimants; potential conflicts of interest, misleading advertising, and other concerns associated with the business model of VA ██████████ Medical Services, and concerns as to whether you are otherwise capable to provide valuable and reliable representation services to claimants,

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Given the information available to this office, I cannot at this time affirm that you meet the requirements for VA accreditation. 38 C.F.R. §§ 14.626, 14.629(b)(2). Accordingly, I cannot approve your application for accreditation as a claims agent. Under 38 C.F.R. § 14.629(d)(2)(i), you have the opportunity to submit additional information for my consideration concerning your qualifications for accreditation as a claims agent. If you choose to submit additional information, please do so by mailing that information (include the reference number, located at the top of the first page of this letter) to the Office of General Counsel (022D), 810 Vermont Ave., NW, Washington, DC 20420, within 30 days of the date of this letter. You also have the option of appealing my determination to the Board of Veterans' Appeals by completing the enclosed VA Form 10182.

Sincerely yours,



David J. Barrans
Chief Counsel

Enclosure: VA Form 10182



Department of Veterans Affairs

**DECISION REVIEW REQUEST: BOARD APPEAL
 (NOTICE OF DISAGREEMENT)**

PART I - PERSONAL INFORMATION

1. VETERAN'S NAME (First, middle initial, last)		
2. VETERAN'S SOCIAL SECURITY NUMBER	3. VETERAN'S VA FILE NUMBER (if different than their SSN) C/CSS -	4. VETERAN'S DATE OF BIRTH
5. IF I AM NOT THE VETERAN, MY NAME IS (First, middle initial, last)		6. MY DATE OF BIRTH (If I am not the Veteran)
7. MY PREFERRED MAILING ADDRESS (Number and street or rural route, P.O. Box, City, State, ZIP Code and Country) <input type="checkbox"/> I AM HOMELESS		
8. MY PREFERRED TELEPHONE NUMBER (Include Area Code)	9. MY PREFERRED E-MAIL ADDRESS	10. MY REPRESENTATIVE'S NAME

PART II - BOARD REVIEW OPTION (Check only one)

11. A Veterans Law Judge will consider your appeal in the order in which it is received, depending on which of the following review options you select. (For additional explanation of your options, please see the attached information and instructions.)

11A. Direct Review by a Veterans Law Judge: I do not want a Board hearing, and will not submit any additional evidence in support of my appeal. (Choosing this option often results in the Board issuing its decision most quickly.)

11B. Evidence Submission Reviewed by a Veterans Law Judge: I have additional evidence in support of my appeal that I will provide within the next 90 days, but I do not want a Board hearing. (Choosing this option may add delay to issuance of a Board decision.)

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PART III - SPECIFIC ISSUE(S) TO BE APPEALED TO A VETERANS LAW JUDGE AT THE BOARD

12. Please list each issue decided by VA that you would like to appeal. Please refer to your decision notice(s) for a list of adjudicated issues. For each issue, please identify the date of VA's decision and the area of disagreement.

Check here if you attached additional sheets. Include the Veteran's last name and last 4-digits of the Social Security number.

Check the SOC/SSOC Opt in box if any issue listed below is being withdrawn from the legacy appeals process. Opt In from SOC/SSOC

A. Specific Issue(s)	B. Date of Decision

PART IV - CERTIFICATION AND SIGNATURE

I CERTIFY THAT THE STATEMENTS ON THIS FORM ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

13. SIGNATURE (Appellant or appointed representative) (Ink signature)	14. DATE SIGNED
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**INFORMATION AND DETAILED INSTRUCTIONS FOR COMPLETING
DECISION REVIEW REQUEST: BOARD APPEAL
(NOTICE OF DISAGREEMENT)**

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Part II - REVIEW OPTION You must check one, and only one, of the boxes in Part II, Block 11, to choose how you would like the Board to review the issues identified in Part III. The Board will place your appeal onto a list for consideration in the order it was received. If you wish to request a different review option for one or more issues listed in Part III, you may attach additional sheets to the form, explaining your preference.

Box 11A - Direct Review by a Veterans Law Judge: Check this box if you *do not* want to submit additional evidence and you *do not* want a Board hearing.

Box 11B - Evidence Submission Reviewed by a Veterans Law Judge: Check this box if you *do not* want a Board hearing, but you *do* want to submit additional evidence with this Notice of Disagreement or **within 90 days** following VA's receipt of your Notice of Disagreement.

Box 11C - Hearing With a Veterans Law Judge: Check this box if you want a Board hearing with a Veterans Law Judge, which includes the option to submit additional evidence at your hearing or **within 90 days** following the hearing.

If you have already submitted a Notice of Disagreement, and wish to change your Board Review Option, please fill out this form completely, indicating your new choice in Part II.

Part III - SPECIFIC ISSUE(S) BEING APPEALED TO THE BOARD List the issue(s) you would like the Board to review in Block 12A, and the date of your decision notice in Block 12B. Please refer to your decision notice for a list of adjudicated issues. If you want to appeal more issues, you may attach additional pages as needed.

Upon receipt of a Statement of the Case (SOC) or Supplemental Statement of the Case (SSOC) in the legacy appeals system, you may elect to continue your appeal either in the legacy appeals system or in the modernized review system. Your decision notice contains further details. If you are filing this form to opt into the modernized review system for any issues decided in the SOC or SSOC, you must provide notice to VA of your decision to leave the legacy appeals system for those issues. To do so when using the Notice of Disagreement, please check the box for "OPT IN from SOC/SSOC" in item 12 and list the issue(s) in the SOC or SSOC for which you are seeking review under item 12A as instructed above. Your selection of the **BOARD APPEAL** option does not prevent you from changing the review option (in accordance with applicable procedures) before the Veterans Law Judge issues a decision on the issue(s).

Please note that by checking the "OPT IN from SOC/SSOC" box in item 12 you are acknowledging the following: I elect to participate in the modernized review system. I am withdrawing all eligible appeal issues listed on this form in their entirety, and any associated hearing requests, from the legacy appeals system to seek review of those issues in VA's modernized review system. I understand that I cannot return to the legacy appeals system for the issue(s) withdrawn.

Part IV - CERTIFICATION AND SIGNATURE Please sign and date the Notice of Disagreement, certifying that the statements on the form are true to the best of your knowledge and belief. An appointed representative may sign on the behalf of the appellant.

WHAT IF I WANT TO ADD ADDITIONAL INFORMATION? If you want to provide any additional information to VA, including why you believe that VA previously decided one or more issues incorrectly, you may check the box in Block 12 and attach additional sheets to the form. For each issue, please make sure to identify the date of VA's decision. The Board will not consider any new evidence unless you selected the "Evidence Submission" option in Part II, Block 11B. The Board will consider argument submitted with any Notice of Disagreement. Please number any additional pages and include the Veteran's last name and Social Security number (last four digits only).

PRIVACY ACT STATEMENT: Our authority for asking for the information you give to us when you fill out this form is 38 U.S.C. 7105(d)(3), a Federal statute that sets out the requirement for you to submit a formal appeal to complete your appeal on a VA benefits determination. You use this form to present your appeal to the Board of Veterans' Appeals (Board). It is used by VA in processing your appeal and it is used by the Board in deciding your appeal. Providing this information to VA is voluntary, but if you fail to furnish this information VA will close your appeal and you may lose your right to appeal the benefit determinations you told us you disagreed with. The Privacy Act of 1974 (5 U.S.C. 552a) and VA's confidentiality statute (38 U.S.C. 5701), as implemented by 38 C.F.R. 1.526(a) and 1.576(b), require individuals to provide written consent before documents or information can be disclosed to third parties not allowed to receive records or information under any other provision of law. However, the law permits VA to disclose the information you include on this form to people outside of VA in some circumstances. Information about that is given in notices about VA's "systems of records" that are periodically published in the *Federal Register* as required by the Privacy Act of 1974. Examples of situations in which the information included in this form might be released to individuals outside of VA include release to the United States Court of Appeals for Veterans Claims, if you later appeal the Board's decision in your case to that court; disclosure to a medical expert outside of VA, should VA exercise its statutory authority under 38 U.S.C. 5109 or 7109, to ask for an expert medical opinion to help decide your case; disclosure to law enforcement personnel and security guards in order to alert them to the presence of a dangerous person; disclosure to law enforcement agencies should the information indicate that there has been a violation of law; disclosure to a congressional office in order to answer an inquiry from the congressional office made at your request; and disclosure to Federal government personnel who have the duty of inspecting VA's records to make sure that they are being properly maintained. See the *Federal Register* notices described above for further details.

RESPONDENT BURDEN: VA may not conduct or sponsor, and the respondent is not required to respond to, this collection of information unless it displays a valid Office of Management and Budget (OMB) Control Number. The information requested is approved under OMB Control Number (2900-0674). Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection, including suggestions for reducing this burden to: VA Clearance Officer (005R1B), 810 Vermont Ave., NW, Washington, DC 20420. **DO NOT** send requests for benefits to this address.



U.S. Department of
Veterans Affairs

Accreditation, Discipline, & Fees (022D)
Benefits Law Group
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccrreditationmailbox@va.gov

In Reply Refer To:
022D-74708

September 4, 2020

Dear [REDACTED]

This responds to your application for Department of Veterans Affairs (VA) accreditation as a claims agent for purposes of representing individuals seeking VA benefits. Under current law, VA must “ensure that claimants for [VA] benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans’ benefits.” 38 C.F.R. § 14.626. VA may accredit an applicant as a claims agent if the applicant establishes that he or she is of good character and reputation and demonstrates that he or she possesses the ability to provide valuable assistance to claimants and is otherwise competent to assist them in their VA benefit claims. 38 C.F.R. § 14.629(b)(2).

On your March 2018 application for accreditation, you informed VA that you were unemployed. When this office inquired as to whether you have sought employment opportunities, you stated in an August 2018 e-mail that, since retiring in 1989, you sought “part time work for various companies.” Information available to this office reflects that you were a money broker/agent with [REDACTED] Health, Wellness and Financial Solutions, Inc., and currently are an executive at [REDACTED]. See [REDACTED]

To the extent these positions are the “part time work” to which you were referring, your failure to mention them on your application—or note them explicitly in August 2018—is disconcerting. This is because the Government Accountability Office (GAO) and Congress have both highlighted the need for VA vigilance at the intersection between veterans’ benefits representation and financial services. More specifically, the U.S. Senate Special Committee on Aging (Committee) expressed concern at a June 2012 hearing that some organizations are marketing financial products and services to enable claimants whose assets exceed the VA pension program’s financial eligibility thresholds to qualify for VA pension benefits, including

2.

[REDACTED]

aid and attendance. The practice of advising and assisting financially non-qualifying individuals in repositioning their assets to become eligible for needs-based VA pension (1) is contrary to the purpose of the VA pension program (supporting veterans and survivors who have a financial need—not protecting substantial assets or preserving an estate for a beneficiary's heirs), and (2) may result in veterans being harmed by substantial fees for products and services incurred during such repositioning.

Moreover, the GAO has raised concerns about individuals using their VA accreditation to gain the trust of veterans, and then using that trust to steer those veterans toward a related business interest for their own financial gain and not the veterans' benefit. See *Improvements Needed to Ensure Only Qualified Veterans and Survivors Receive Benefits*, GAO-12-540 (2012). While we are not accusing you of that intention, your failure to be fully forthright about the extent of your connection to financial services warrants heightened scrutiny of your application.

I am also concerned about your disregard for VA's regulations governing accreditation. The law provides that "[n]o individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits" unless "he or she has been accredited by VA for such purpose." 38 C.F.R. § 14.629(b)(1). And yet, you have been explicit in multiple submissions to this office (as well as publicly) that you have been—without accreditation—assisting claimants in the prosecution of their claims for some time. See, e.g., [REDACTED]

Notably, one of your character references mentioned that your desk at a public library "always had [veterans'] papers and files in front of [you] to be worked on." Even assuming that providing guidance or advice on an acquaintance's VA benefits claim does not always constitute a § 14.629(b)(1) violation, the operation that your character reference is describing seems to be a full-blown § 14.629(b)(1) violation. And the fact that your *public* desk leaves exposed a variety of files—potentially containing the confidential and sensitive information of veterans—raises questions as to whether you take proper care of confidential and sensitive information in your possession, an issue relevant to your fitness for accreditation.

In addition, information available to this office reflects that VA has, on more than one occasion, received a VA Form 21-22a that lists [REDACTED] (both name and address match your information) as an accredited agent representing a VA benefits claimant. Apparently, you have continued to complete VA forms in this way despite repeatedly being informed that you are not following the correct procedures. Without question, these acts of unauthorized practice before VA must be considered in my determination as to whether you possess the requisite character and reputation to practice VA law. See e.g., *In re Swendiman*, 146 Ohio St. 3d 444, 447, 57 N.E.3d 1155, 1158 (2006). Because you are not currently, and have never been, accredited

3.

[REDACTED]

by VA, you are prohibited by law from acting as a claims agent or attorney. 38 U.S.C. § 5901; 38 C.F.R. § 14.629(b)(1). Your continued refusal to accept that you are not authorized to represent veterans before VA, especially when you are aware that at least one veteran blames you for harming his or her claim, strongly suggests that you lack the moral character and good reputation necessary to practice before VA. See Amended Complaint at 22, *Perry-Bey v. McCarthy*, No. 2:19-cv-00344 (E.D. Va.) (filed June 24, 2019).

Finally, your history of vexatious and repetitive litigation on your own behalf in the U.S. Federal District Court for the Eastern District of Virginia is also seriously concerning. The District Court's June 21, 2005 order in *Anderson v. Pressley* prohibiting you from initiating further litigation without leave of the court indicates that you had "an eight-year-long record of filing duplicative and frivolous lawsuits" with the court and that "all of the lawsuits . . . [had] been characterized by long, nonsensical complaints with a multitude of attachments the relevance of which [was] generally unclear." Dismissal Order at 5, *Anderson v. Pressley*, No. 2:05-cv-30 (E.D. Va.) (filed June 21, 2005). Additionally, the District Court noted that in the particular case in which it has issued its order, you had filed "numerous incomprehensible and/or frivolous motions." *Id.* at 7-8. Thus, your personal litigation history reflects negatively on your reputation and strongly suggests that, if accredited, you would likely be unable to abide by 38 C.F.R. § 14.632(c)(9) of VA's standards of conduct for persons providing representation before the Department, which, in pertinent part, prohibits engaging in, or counseling or advising a claimant to engage in acts or behavior prejudicial to the fair and orderly conduct of administrative proceedings before VA. See also 38 C.F.R. § 14.633(c)(4) (indicating that the General Counsel shall cancel an agent's accreditation if there is clear and convincing evidence that the agent "knowingly present[ed] to VA a frivolous, claim, issue, or argument.").

Given the aforementioned concerns, I cannot at this time affirm that you meet the requirements for VA accreditation. 38 C.F.R. §§ 14.626, 14.629(b)(2). Accordingly, I cannot approve your application for accreditation as a claims agent. In addition, by law, you (individually or through your organization) must immediately cease all preparation of and assistance in claims for VA benefits. See 38 U.S.C. § 5901.

4.

Dr. Anderson

Under 38 C.F.R. § 14.629(d)(2)(i), you have the opportunity to submit additional information for my consideration concerning your qualifications for accreditation as a claims agent. If you choose to submit additional information, please do so by mailing that information (include the reference number, located at the top of the first page of this letter) to the Office of the General Counsel (022D), 810 Vermont Ave., NW, Washington, DC 20420, within 30 days of the date of this letter. You also have the option of appealing my determination to the Board of Veterans' Appeals by completing the enclosed VA Form 10182.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David J. Barrans", with a long horizontal flourish extending to the right.

David J. Barrans
Chief Counsel



Accreditation, Discipline, & Fees (022D)
Benefits Law Group
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccréditationmailbox@va.gov

In Reply Refer To:
022D-75457

July 31, 2020



Dear [REDACTED]

This responds to your application for Department of Veterans Affairs (VA) accreditation as a claims agent for purposes of representing individuals seeking VA benefits. Under current law, VA must “ensure that claimants for [VA] benefits have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans’ benefits.” 38 C.F.R. § 14.626. VA may accredit an applicant as a claims agent if the applicant establishes that he or she is of good character and reputation, possesses the ability to provide valuable assistance to claimants, and is otherwise competent to assist them in their VA benefit claims. 38 C.F.R. § 14.629(b)(2).

The law provides that “[n]o individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits” unless “he or she has been accredited by VA for such purpose.” 38 C.F.R. § 14.629(b)(1). Information available to this office, however, reflects that you have been preparing, presenting, and assisting with VA benefits claims in violation of the law. More specifically, two of your character references—whom you referred to as “client[s]” on your application for accreditation—both stated that you assisted them during their VA benefits claim process, including writing detailed statements and completing forms for them. Both stated that you assist many others as well.

The law also provides that no person or organization may charge claimants a fee for assistance in preparing or presenting initial applications for VA benefits. See 38 U.S.C. §§ 5901 (indicating that no one may act as an agent or attorney without VA recognition) and 5904(c)(1) (prohibiting agents and attorneys from charging a fee before the initial claim is decided by VA). Only VA-accredited agents and attorneys may charge a claimant a fee for assisting on a benefits claim, and only after an initial VA decision has been issued. 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(b), (c), (d). Information available to this office, however, reflects that you have charged a VA

2.

[REDACTED]

claimant a 20-percent fee for claims assistance, and did so without VA accreditation and during a time when even attorneys and agents are not permitted to charge claimants fees. Your apparent disregard of the laws suggests poor judgment and reflects negatively on your fitness to represent veterans and their families before VA.

Given the information available to this office, I cannot affirm that you meet the requirements for VA accreditation. 38 C.F.R. §§ 14.626, 14.629(b)(2). Accordingly, I cannot approve your application for accreditation as a claims agent. Under 38 C.F.R. § 14.629(d)(2)(i), you have the opportunity to submit additional information for my consideration concerning your qualifications for accreditation as a claims agent. If you choose to submit additional information, please do so by mailing that information (include the reference number, located at the top of the first page of this letter) to the Office of General Counsel (022D), 810 Vermont Ave., NW, Washington, DC 20420, within 30 days of the date of this letter. You also have the option of appealing my determination to the Board of Veterans' Appeals by completing the enclosed VA Form 10182.

Sincerely yours,



David J. Barrans
Chief Counsel

Enclosure: VA Form 10182



U.S. Department
of Veterans Affairs

Accreditation & Discipline (022D)
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccrreditationmailbox@va.gov

In Reply Refer To:
022D-94011

April 23, 2022



Dear [REDACTED]

The Department of Veterans Affairs (VA) has received information that [REDACTED] may be engaged in illegal activities, to include preparing or presenting VA benefit claims without authorization and charging fees or accepting "donations" for such assistance.

Chapter 59 of title 38, United States Code, and sections 14.626-14.637 of title 38, Code of Federal Regulations, govern the representation of claimants seeking VA benefits. The purpose of regulating who may provide claims assistance to claimants is to ensure that they "have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans' benefits." 38 C.F.R. § 14.626.

Under 38 U.S.C. § 5902, VA is authorized to recognize organizations to assist claimants with their VA benefit claims. VA regulations require organizations to apply for VA recognition and demonstrate that the organization satisfies the legal requirements for recognition. 38 C.F.R. § 14.628. Our records indicate that [REDACTED] does not hold VA recognition. Accordingly, as an organization, [REDACTED] is prohibited by law from assisting claimants in the preparation, presentation, or prosecution of their VA benefits claims.

VA is further authorized to accredit individuals as claim agents or attorneys to assist in the preparation, presentation, and prosecution of a claim for VA benefits. 38 U.S.C. § 5904; 38 C.F.R. § 14.629. It is unclear whether [REDACTED] is associated with any VA-accredited claims agents or attorneys, but our records reflect that you are not accredited as an attorney or claims agent. Even if [REDACTED] does have claims agents or attorneys associated with the organization, such association would not authorize the *organization* to provide VA claims assistance services; the law requires VA-accredited claim agents and attorneys to represent claimants in their individual capacity. See 38 U.S.C. § 5904; 38 C.F.R. § 14.629. Thus, if an organization is going to rely on the accreditation of an individual claims agent or attorney, the organization must be transparent in its advertising of

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[REDACTED]

who will be providing such services.

The purpose of this letter is to advise you that you may be engaged in activities contrary to law. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. Your response should be mailed to the following address:

Attn: Margaret Talbot
Office of the General Counsel (022D)
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

In the alternative, you may email your response to ogcaccréditationmailbox@va.gov. If you do not respond within 30 days, we may refer this matter to the Internal Revenue Service, Florida Office of Attorney General, and Florida Department of Revenue.

Sincerely yours,

Jonathan Krisch

Jonathan Krisch
Staff Attorney



Accreditation & Discipline (022D)
Office of General Counsel

810 Vermont Ave, NW
Washington, DC 20420
ogcaccréditationmailbox@va.gov

September 24, 2020

In Reply Refer To
022D-96122



Dear [REDACTED]

The Department of Veterans Affairs (VA) has received information that you may be engaged in the unauthorized representation of claimants for VA benefits. Specifically, VA's Office of General Counsel has been informed that you have solicited a fee from a veteran for the preparation, presentation, and prosecution of the veteran's claim without seeking accreditation or a one-time authorization to represent the veteran under 38 C.F.R. § 14.630.

Chapter 59 of title 38, United States Code, and sections 14.626-14.637 of title 38, Code of Federal Regulations, govern the representation of persons seeking VA benefits. Under these laws, an individual must be accredited by VA as an attorney, agent, or veterans service organization (VSO) representative to assist in the preparation, presentation, and prosecution of a claim for VA benefits. 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. VA regulations do provide a one-time only exception to this general rule, which authorizes a person to provide assistance to a single claimant on one particular claim without accreditation. 38 C.F.R. § 14.630. When providing assistance under this one-time only exception, such assistance must be without cost to the claimant and is otherwise subject to the laws governing representation. *Id.*

In short, because you are not currently accredited by VA, you are prohibited by law from assisting veterans in the preparation, presentation, and prosecution of claims before VA.

We note that VA cancelled your accreditation as a VSO representative effective February 3, 2020. If you would like to pursue VA accreditation you may find more information about the program on VA's website at <https://www.va.gov/ogc/accreditation.asp>. As a convenience, we are enclosing VA's informational handout on how to apply for accreditation. However, unless, and until, VA recognizes you to assist in the preparation, presentation, and prosecution of a claim for VA benefits, by law you must immediately cease engaging in these activities. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we

2.

[REDACTED]

do not hear from you or if we determine that you have not taken appropriate measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

Christa A. Shriber

Christa A. Shriber
Deputy Chief Counsel

Enclosure

cc:

[REDACTED]
Veterans Benefits Administration (sent via email)

From: [REDACTED]
To: [REDACTED]
Subject: Cease and Desist - 98779
Date: Friday, November 26, 2021 3:34:00 PM

November 26, 2021

Reference No. 022D-98779

Dear [REDACTED]

This concerns your application for Department of Veterans Affairs (VA) accreditation as a claims agent. VA takes its responsibilities regarding accreditation very seriously and we need some additional information from you before we can proceed with the processing of your application. To ensure that claimants receive quality representation, an individual desiring accreditation as a claims agent "must establish that he or she is of good character and reputation, is qualified to render valuable assistance to claimants, and is otherwise competent to advise and assist claimants in the preparation, presentation, and prosecution of their claim(s)." 38 C.F.R. § 14.629(b)(2); *see also* 38 U.S.C. § 5904(a)(2)(A).1

Information available to the Office of General Counsel (OGC) indicates that you may be engaged in illegal activities, which include the unauthorized preparation of VA benefits claims and charging for these services. Specifically, in October 2021, one of your character references indicated that you have been helping the other residents where you live, including her husband, with getting VA benefits. In a November 5, 2019 phone call with OGC you indicated that you were assisting a few clients and appeared to believe this was acceptable as you were not charging them any fees. As explained below, you are prohibited from assisting VA claimants with their claims, even if not charging fees, until you are accredited by VA to do so. In addition, in an October 27, 2021 email you indicated you assisted [REDACTED] with her VA claim and she insisted upon giving you a \$1,000 gift. Again, this is prohibited by law as explained below.

An individual must be accredited by VA as an agent, attorney, or representative of a VA-recognized veterans service organization to assist in the preparation, presentation, and prosecution of a claim for VA benefits. 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. In other words, to provide assistance with a claim for VA benefits, even without a charge, a person must be accredited by VA as an agent, attorney, or service organization representative.² Because you are not currently accredited by VA, you are prohibited by law from assisting claimants in the preparation, presentation, and prosecution of claims before VA. Accordingly, you must stop assisting claimants with VA benefits claims unless, and until, you are authorized by VA to do so.

In addition, only VA accredited agents and attorneys may receive fees from claimants for their services provided in connection with representation and only after VA has issued its initial decision in the case. 38 U.S.C. § 5904; 38 C.F.R. §

14.636(b); *see also* 38 C.F.R. § 14.627 (defining “representation” in part as the acts associated with representing a claimant in a proceeding before VA). Any fees that were received by an unaccredited person for the preparation of a VA benefits claim were obtained contrary to law. Thus, to the extent that you have received fees for the preparation of a VA benefits claim, such fees must be immediately returned to the VA claimant(s).

Although our office takes VA accreditation seriously, our office also understands that some individuals may not have been aware of the laws requiring VA accreditation to practice before VA, and, thus, so long as they immediately cease such activities when they are notified of the law by VA, our office will not outright deny their application without giving further consideration to the applicant’s character and reputation. However, when it comes to charging fees to claimants for the preparation of their claims, OGC holds a different position. It is not only a violation of VA’s standards of conduct to enter into an agreement for, charge, solicit, or receive a fee that is prohibited by law or regulation, but it is also the type of violation that is considered to have financially harmed the claimant. 38 C.F.R. § 14.632(c)(4), (5). And when a representative, agent, or attorney’s misconduct results in harm to a claimant, VA’s regulations require OGC to initiate formal complaint proceedings seeking suspension or cancellation of their accreditation. 38 C.F.R. § 14.633(e). Accordingly, when it comes to reviewing accreditation applications, OGC takes a similar position. If an applicant has charged or received fees for claims preparation and has not taken the necessary steps to cure the offending behavior by returning the fees back to the claimant, OGC views the offending behavior as strongly suggesting that the applicant does not have the good character and reputation needed to be approved for accreditation by VA.

Regarding your application for VA accreditation as a claim agent, please provide the following:

- A statement affirming that you agree to cease any and all representation, assistance, and services to VA claimants regarding VA benefits claims.
- A list of all VA claimants, and their contact information, to whom you have provided services related to VA benefits claims.
- A list of all VA claimants whom you have charged for representation, assistance, and/or services related to VA benefits claims, to include the amount(s) charged and/or received. This includes all types of payment, such as fees, compensation, donations, and gifts.
- Proof of full repayment to all VA claimants from whom you received payment for representation, assistance, and/or services related to VA benefits claims. **This specifically includes the \$1,000 you received from [REDACTED]**

Please respond with the information requested within 30 days from the date of this letter. If we do not hear from you within 30 days, we will consider you to have abandoned your application and will close our file. In addition, if you do not provide a statement agreeing to cease assisting VA claimants or if, based on your response, we

determine that you have not taken appropriate measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities. *Please include in your response the OGC reference number 98779.*

Thank you for your cooperation and we look forward to receiving your response.

Sincerely,

[REDACTED] Staff Attorney
Department of Veterans Affairs
Office of General Counsel
Accreditation, Discipline, & Fees
810 Vermont Avenue NW
Washington, DC 20420

Sent for [REDACTED] by:

[REDACTED]
[REDACTED]
Paralegal Specialist, Benefits Law Group
U.S. Department of Veterans Affairs
Office of General Counsel (022D)
Accreditation, Discipline, & Fees
810 Vermont Ave NW
Washington, DC 20420

1 Federal statutes and regulations can be viewed at www.govinfo.gov/app/collection/uscode/ and www.ecfr.gov, respectively.

2 VA regulations do provide a one-time only exception to this general rule, which authorizes a person to provide assistance on a particular claim; however, such assistance must be without cost to the claimant and is otherwise subject to the laws governing representation. 38 U.S.C. § 5903; 38 C.F.R. § 14.630.



Accreditation & Discipline (022D)
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccrreditationmailbox@va.gov

September 3, 2021

In Reply Refer To:
022D-99158

RETURN RECEIPT REQUESTED



Dear [REDACTED]

The Department of Veterans Affairs (VA) has received information that The [REDACTED] may be engaged in illegal activities, which include unauthorized assistance with VA benefits claims and illegally charging for those services.

Chapter 59 of title 38, United States Code, and sections 14.626-14.637 of title 38, Code of Federal Regulations, govern those who assist individuals pursuing VA benefits. Under these laws, an individual must generally be accredited by VA as an agent or an attorney, or as a representative of a VA-recognized Veterans Service Organization, to assist in the preparation, presentation, and prosecution of a claim for VA benefits. 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. Moreover, even for those accredited, the law prohibits charging VA benefits claimants for preparation of a VA benefits claim prior to an initial decision on their claim. 38 U.S.C. § 5904(c); 38 C.F.R. § 14.636(c); https://www.va.gov/OGC/docs/Accred/PensionProgram_Representation.pdf.

Information available to this office indicates that no employee of [REDACTED] is currently accredited to represent VA benefits claimants, and yet [REDACTED] website advertises that the group is "here to help" individuals who are considering applying for, or have been denied, VA pension. See [REDACTED] (last visited Sept. 1, 2021). The website states that [REDACTED] will "determine EXACTLY how much" pension an individual is eligible for and "handle the process . . . along the way." See *id.* The website is clearly advertising that [REDACTED] prepares and prosecutes VA benefits claims, even though no employee of [REDACTED] is accredited to do so, which violates the law. 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629.

Moreover, this office has received several complaints regarding [REDACTED] predecessor, [REDACTED]. Redacted versions of two complaints are attached herein. Both allege that [REDACTED] charged a fee for assistance with an initial VA benefits application—which, as noted above, violates the law, 38 U.S.C. § 5904(c); 38 C.F.R. § 14.636(c)—and then stopped such assistance and refused to return the fee. These allegations raise both ethical and legal concerns.

2.

[REDACTED]

Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. Your response should be mailed to the following address:

Attn: [REDACTED]
Office of the General Counsel (022D)
Department of Veterans Affairs
810 Vermont Avenue, NW
Washington, DC 20420

In the alternative, you may email your response to ogcaccreditationmailbox@va.gov.

This matter is being referred to the Florida Attorney General for consideration as to whether your actions may have implications under the State's unauthorized practice, unfair business practice, or consumer or senior fraud laws. If you have any questions regarding this matter, you may contact our OGC paralegal, [REDACTED] at [REDACTED]

Sincerely yours,

Jonathan B. Krisch
1091355

Digitally signed by
Jonathan B. Krisch
1091355
Date: 2021.09.09
09:20:29 -04'00'

Jonathan Krisch
Attorney-Advisor

Enclosure

cc: Office of the Attorney General – Consumer Protection Division
135 West Central Blvd., Suite 1000
Orlando, FL 32801-2437

MVAP Complaint

Subject: **FREEDOM PARTNERS NOW FREEDOM LAW GROUP, PLLC** Reported: **01/26/2021 09:23:49 AM**

Violation: Source: **Call In**

Assigned to: [Redacted]
City: **DELRAY BEACH**
County: **PALM BEACH**
Region: **ORLANDO**
Reviewer: [Redacted]

Subject of Complaint

Company Name: **FREEDOM PARTNERS NOW FREEDOM LAW GROUP, PLLC**
Office Phone: **(954) 590-8533**
Website: **www.freedomlawfl.com**
Address: **2401 E ATLANTIC BLVD #300**
City: **POMPANO BEACH** State: **FL**
Zip: **33062** County: **BROWARD**

Alleged Activity

Describe the event and include price and vehicle information if known.

Transferred from Active Correspondence on: **01/26/2021 09:23:51 AM** By: [Redacted]
Category: **Attorneys**
Subject: **Eric Weitkamp**

This man and his office staff completely mishandled the filing of my father's VA benefits. All the mistakes they made prevented the benefits from being paid before my father's death. I had called the office several times to speak to Eric and his staff prevented that. I emailed a request to speak to him also. His staff made an appointment with me and Eric never called me back. To this date, Eric blames the problem on his staff. But his bad staff cost my family \$[Redacted] from our pockets that we had to come up with to care for my father in his last days. Eric admitted to all the mistakes and he said he was sorry. He said his prior staff was fired for making all these types of mistakes and that he has a lawsuit against them. He asked to see all the emails and proof I had and I showed him. He then agreed to make his wrong right by helping us get the \$[Redacted] approved benefits to be paid to us on behalf of my father. He had 30 days to do this and he worked over the phone with me several times. I spoke to his assistant who also collected info from me. They asked me to provide stuff and I did. They kept telling me that the claim was in

their "processing area." Then they stopped answering emails and phone calls. I am asking for more than just the \$1,500. This man makes very clear that he is not an attorney. He also says he "is not filling out the VA paperwork" because "that is illegal." He recorded a conversation with me asking me if I understood all that. But he also FILED ALL the VA paperwork for us. His staff also made decisions against my better judgement which I have emails proving that I didn't agree with how they wanted to file the paperwork. These mistakes costs us more and more time every time they faxed back the VA. And then the final cost which was the 1 year allowed to file for Accrued Benefits. Had I not used this man and his staff, we would have gotten the benefits. He and his staff originally promised me a 3 month claim payout. They told me that this is their usual turn around time. It was all lies to get me to pay. I am an educated woman and I should have trusted my gut and tried to fill the paperwork out myself. I was overworked and tired working on my degree, taking care of my kids, and taking care of my father.

[REDACTED]

PS. Payment date is approximate. I believe it was August but don't remember exact date. I will find exact date in records. Also, I am checking Yes to Veteran box because this was a crime against a veteran and this man should be in jail.

Location of alleged activity.

City: **DELRAY BEACH**

County: **PALM BEACH**

Date the alleged activity occurred: **08/01/2018**

Pay or donate money? **Yes**

Payment method? **CHECK**

Price: **\$1,500.00**

Veteran's Information

[REDACTED]

Intake Information

Event/Disaster name: **Military Veterans Assistance Program**

Interview conducted by: [REDACTED]

Date call came in: **01/26/2021**

Data entered by: [REDACTED]

Veteran's Information

[REDACTED]

Intake Information

Event/Disaster name: **Military Veterans Assistance Program**

Interview conducted by: [REDACTED]

Date call came in: **03/31/2021**

Data entered by: [REDACTED]



VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

810 Vermont Avenue, NW
Washington, DC 20420
ogcaccréditationmailbox@va.gov

In Reply Refer To:
022D-100051

January 28, 2022

Sent via certified mail



Dear [REDACTED]

The Office of General Counsel (OGC) of the Department of Veterans Affairs (VA) is in receipt of information obtained from publicly available sources suggesting that [REDACTED] for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include [REDACTED] may be engaged in activities which may violate various Federal statutes and applicable regulations, including the unauthorized preparation, presentation, or prosecution of claims for VA benefits and the charging of fees to VA claimants that are clearly unreasonable or otherwise prohibited by laws or regulations. Additionally, the information further suggests that attorneys employed by and through [REDACTED] may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

I. [REDACTED]

Chapter 59 of title 38, United States Code, and sections 14.626-14.637 of title 38, Code of Federal Regulations, govern the representation of persons seeking VA benefits. The purpose in regulating who may provide claims assistance to Veterans is to ensure that they "have responsible, qualified representation in the preparation, presentation, and prosecution of claims for veterans' benefits." 38 C.F.R. § 14.626.

Pursuant to 38 U.S.C. § 5902, VA is authorized to recognize organizations to assist claimants with their VA benefit claims. VA regulations require organizations to apply for VA recognition and demonstrate that the organization satisfies the legal requirements for recognition. 38 C.F.R. § 14.628(d)(1)(i). Our records indicate that

2.

[REDACTED]

neither [REDACTED] nor any of its subsidiaries, to include [REDACTED] and [REDACTED] hold VA recognition. Accordingly, as an organization, [REDACTED] and its subsidiaries are prohibited by law from preparing, presenting, or prosecuting VA benefit claims.

VA is further authorized to accredit individuals as representatives of VA-recognized veterans service organizations, agents, and attorneys, to prepare, present, and prosecute claims for VA benefits. 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. VA regulations provide a *one-time* only exception to this general rule requiring accreditation, which authorizes a person to provide assistance to one claimant on a particular claim, but such assistance must be without cost to the claimant and is otherwise subject to the laws governing representation. 38 C.F.R. § 14.630.¹ Because the staff of [REDACTED] are not accredited by VA and do not qualify for the exception to the general rule requiring VA accreditation, they are prohibited by law from assisting Veterans in the preparation, presentation, or prosecution of their claims before VA.

An October 18, 2021, public filing to the Securities and Exchange Commission (SEC), set forth [REDACTED] business plan and stated, “[w]e help each Veteran develop a personalized claim strategy based on their medical evidence, including identifying critical connections between symptoms and medical conditions to formal medical diagnoses and linking them when appropriate to their military service so that our clients may prepare and submit these claims to the VA.”² Form S-1, [REDACTED] sec.gov, [REDACTED]

[REDACTED] (last visited Jan. 14, 2022). The SEC filing further stated that the company’s Veterans Services segment “assists Veterans in evaluating their disabilities to understand how those disabilities are connected to their military services and how those disabilities fit within the VA Disability Rating criteria used by the VA for determining compensation.” *Id.* Moreover, the [REDACTED] website advertises that “[o]ur team of knowledgeable, dedicated associates is experienced in assessing medical and service records to relate symptoms and diagnoses to military service, in accordance with [title 38 of the Code of Federal Regulations]” and assuring that the Veteran should “[f]eel confident that [the Veteran’s] history and records are thoroughly reviewed and used in developing the right medical evidence to support [the Veteran’s] VA disability benefits” because “[o]ur experience is speaking,

¹ In addition, the VA General Counsel may also extend the exception to other claimants when unusual circumstances are present, but such extensions must be specifically requested though OGC. See 38 C.F.R. § 14.630(b).

²The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. See Form S-1, [REDACTED], sec.gov, [REDACTED]

[REDACTED] (last visited Jan. 14, 2022).

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understanding, and applying [title 38 of the Code of Federal Regulations] in your personalized medical evidence." Why Us, [REDACTED] [https://\[REDACTED\]](https://[REDACTED]) (last visited Jan. 14, 2022). The statements indicate that the services [REDACTED] staff provide involve preparing and developing claims to be submitted to VA, and those services are part of an overall business model to provide assistance, strategy, and advocacy in support of claims for VA benefits. A reasonable claimant would conclude that the services provided by [REDACTED] are for the purpose of assisting in the preparation, presentation, and prosecution of the claimant's VA benefit claim. This logical conclusion is reinforced by [REDACTED] payment structure, discussed below. Accordingly, the statements in [REDACTED] SEC filing and [REDACTED] advertising materials strongly suggest that [REDACTED] staff is unlawfully preparing, presenting, and/or prosecuting VA benefit claims. See 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. §§ 14.628 and 14.629.

Further, under the laws governing representation, no person or organization may ever charge a claimant a fee for assistance in preparing an initial application for VA benefits or presenting an initial claim to VA. Only a VA-accredited agent or attorney may charge a fee for assisting in a claim for VA benefits, and only after VA has decided the initial claim and the agent or attorney has complied with the power-of-attorney requirements in 38 C.F.R. § 14.631 and the fee agreement requirements in 38 C.F.R. § 14.636(g). See 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c). Thus, because the staff of [REDACTED] is not accredited by VA as agents or attorneys, and because, based on [REDACTED] published statements, it appears that [REDACTED] staff is charging for the services they are providing in furtherance of the preparation and presentation of initial benefit claims, their actions appear to be contrary to law.

I remind you that, in June 2017, OGC wrote to you regarding the business activities of [REDACTED] and [REDACTED] which is listed as a legacy brand of [REDACTED] in the SEC filing. See enclosure 1: OGC's June 2017 letter; see also Form S-1, [REDACTED] sec.gov, p. 5, [https://\[REDACTED\]](https://[REDACTED]) (last visited Jan. 14, 2022). In OGC's June 2017 letter, OGC informed you that statements from your website strongly suggested that your organization was unlawfully assisting in preparing VA claims. OGC advised that you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. In your July 2017 response to OGC, you asserted that you did not represent or assist claimants before VA. See enclosure 2: [REDACTED] July 2017 letter. Through this letter, OGC is, again, informing you that [REDACTED] website (and statements in [REDACTED] SEC filing) strongly suggests that the company and its staff are unlawfully assisting in preparing VA benefit claims. It is important to bear in mind that the statutory limitations on assisting Veterans with their VA benefit claims are based on the legislative scheme for VA claims established by Congress, and extend to all matters involving the preparation, presentation, and

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prosecution of a claim, even if those activities occur before the official appointment of representation through the submission of VA Forms 21-22 or 21-22a. See 38 U.S.C. §§ 5901, 5902-5904.

SEC filing stated, "we do not believe that ... the evidence development activities of [REDACTED] require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, [REDACTED], sec.gov, p. 26,

[REDACTED] (last visited Jan. 14, 2022). Likewise, in your July 2017 response to OGC, you explained that you do not operate under or before VA and that you "prepare the *person*—not the *claim*—with a complete medical evaluation that educates and creates a competent and empowered claimant." See enclosure 2: [REDACTED] July 2017 letter, p 4. However, this is a distinction without a difference. Section 5901 does not limit the prohibition against acting as a claims agent or attorney to only those individuals who provide representation—meaning providing services after entering an appearance on the claim—to claimants before VA. See 38 C.F.R. § 14.627(p) (defining "representation"). Indeed, the implementing regulation, 38 C.F.R. § 14.629(b)(1), provides that no individual may *assist claimants* in the *preparation, presentation, and prosecution of claims for VA benefits* as an agent or attorney unless VA has accredited such individual. [REDACTED] practice of "develop[ing] a personalized claim strategy ... assist[ing] Veterans in evaluating their disabilities to understand how those disabilities fit within the VA Disability Rating criteria," and its statements regarding its experience in "speaking, understanding, and applying [title 38 of the Code of Federal Regulations] in [a veteran's] personalized medical evidence," strongly suggest that [REDACTED] is participating in VA claims preparation. See *Why Us*, [REDACTED] (last visited Jan. 14, 2022).

Moreover, [REDACTED] fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question [REDACTED] assertion that its medical consulting services do not directly involve the preparation of VA claims. [REDACTED] SEC filing explains that the "fee for services provided [by [REDACTED] staff] is calculated at a rate that considers the difference between the [claimant's] increase in pay for a period of five months." Form S-1, [REDACTED] sec.gov, p. 86,

[REDACTED] (last visited Jan. 14, 2022). However, a contract with a VA claimant generally may not obligate that claimant to pay fees from their payments of benefits. See 38 U.S.C. § 5301(a) (prohibiting assignment or attachment of, or claim of creditors against, payments due or to become due under laws administered by the Secretary of Veterans Affairs, except to the extent specifically authorized by law). The statute allowing for the payment of fees for the preparation, presentation, or prosecution of VA benefit claims from past-due benefits, 38 U.S.C. § 5904, is considered "an exception to th[is] assignment-of-VA-benefits statutory prohibition[.]"

5.

[REDACTED]

Snyder v. Gober, 14 Vet. App. 154, 163 (2000), *adhered to in relevant part on reconsideration sub nom. Snyder v. Principi*, 15 Vet. App. 285, 291 (2001). And even this exception does not go as far as to allow for an attorney or agent to contract for the payment of fees from a claimant's future benefits. *Busch v. West*, 12 Vet. App. 552, 553 (1993) (per curiam order) (holding fee agreement lien provision, which included a lien on "any sums recovered" to be unreasonable under 38 U.S.C. § 7263(d) because it conflicted with §§ 5301(a) and 5904(d)(3)); *Vargas-Gonzalez v. West*, 12 Vet. App. 63, 64 (1998) (per curiam order) (same). Thus, even assuming *arguendo* that [REDACTED] logic is correct in that the services provided by [REDACTED] do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that [REDACTED] has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if [REDACTED] logic is incorrect and the services provided by [REDACTED] do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, [REDACTED] would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, [REDACTED] and its staff must immediately cease all preparation, presentation, and prosecution of VA benefit claims, charging fees for those services, and withholding VA benefits to the extent that they are doing so contrary to law. Within 30 days of the date of this letter, please inform us of the measures that [REDACTED] and [REDACTED] are taking to address our concerns noted above. If we do not hear from [REDACTED] within that time period, or if we determine that [REDACTED] or [REDACTED] has not taken appropriate measures to cease any and all illegal activities, we will refer the matter to appropriate Federal and State law-enforcement authorities.

II.

[REDACTED]

VA has received credible written information suggesting that attorneys of [REDACTED] may have engaged in improper conduct or demonstrated incompetence in connection with the preparation, presentation, or prosecution of VA claims.³ OGC is responsible for monitoring the conduct of VA-accredited attorneys, agents, and veteran service organization representatives. See 38 C.F.R. §§ 14.632 and 14.633. Accordingly, I hereby inform all [REDACTED] attorneys named in

³ The VA-accredited attorneys associated with [REDACTED] are:

[REDACTED]

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footnote 4 that OGC is opening an informal inquiry into their conduct, and providing them with an opportunity to respond.

A. Noncompliant Fee Agreements

Section 14.636(g) of title 38, Code of Federal Regulations, provides that all fee agreements for the payment of fees for services of agents and attorneys must be in writing and signed by both the claimant or appellant and the agent or attorney. VA has received fee agreements submitted by or on behalf of [REDACTED] attorneys, beginning February 21, 2021, through the present date, which include a signature affixed by an electronic device, but the authenticity of the claimant signatory cannot be verified by VA. This raises concern as to whether the claimants were aware of, understood, and consented to the terms of the agreements. Second, section 14.636(g)(1)(iv) requires that a fee agreement include the applicable VA file number. Fee agreements submitted by or on behalf of [REDACTED] attorneys did not include such information. Without the VA file number, the claimant's file cannot be associated with the fee agreement. Moving forward, OGC will no longer accept any fee agreement without a pen-and-ink signature and the inclusion of the VA file number.

Moreover, VA regulations further provide that the agreement must provide "the specific terms under which the amount to be paid for the services of the attorney or agent will be determined." See *id.* at 14.636(g)(1)(v). Fee agreements submitted by [REDACTED] attorneys include the following language:

Any claims where a notice of disagreement was not filed before February 19, 2019, no fee will be charged. Any claims where the notice of disagreement was filed before June 19, 2007, no fee will be charged unless there has first been a denial by the Board of Veterans' Appeals.

See enclosure 3, redacted fee agreement. If this language is attempting to reflect when a fee may be charged pursuant to current law, the language is unclear and fails to provide to the claimant the specific terms of the payments. Additionally, to the extent any attorney at [REDACTED] is charging a fee for claims in which VA issued its initial decision after February 19, 2019, although such a fee would be permissible under current law, the attorney would be violating the terms of their contract because the contract language contains the restriction that unless a notice of disagreement was filed before February 19, 2019, no fee will be charged by the attorney regardless of whether the claim has been pursued by a later notice of disagreement or through a different avenue of review (e.g., submission of additional evidence or a higher level of review).⁴

⁴ Pursuant to current law, a VA-accredited attorney or agent may charge a reasonable fee for services provided after VA has notified the claimant of its initial decision with respect to a claim if the notice of the initial decision was issued on or

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Furthermore, the discharge and withdrawal provision in the fee agreements is inconsistent with applicable law as it calls for payment based on an hourly rate rather than a quantum meruit review. In accordance with 38 C.F.R. § 14.636(f)(2), where the fee charged is a contingency fee, a reasonable fee charged for an attorney who is discharged or withdraws from representation is one that fairly and accurately reflects his or her contribution to and responsibility for the benefits awarded, as informed by the factors set forth in 38 C.F.R. § 14.636(e). The factors considered in § 14.636(e) include: (1) the extent and type of services the representative performed; (2) the complexity of the case; (3) the level of skill and competence required of the representative in giving the services; (4) the amount of time the representative spent on the case; (5) the results the representative achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of the review at which the representative was retained; (7) rates charged by other representatives for similar services; (8) whether, and to what extent, the payment of fees is contingent upon the results achieved; and (9) when an attorney's representation ended before the decision awarding benefits was issued, consideration will be given to the reason(s) that the representation was terminated.⁵ 38 C.F.R. § 14.636(e).

At a minimum, these fee agreement practices not only raise concerns regarding the accredited attorneys' competence and compliance with the governing regulations but also suggest that any fees charged may be unreasonable or otherwise prohibited under the law. See 38 C.F.R. § 14.632(b)(1) & (c)(5). Therefore, we ask that each ██████████ attorney inform us if he/she has sought or collected fees for

after the effective date of the modernized review system. 38 U.S.C. § 5904(c)(1). For cases in which a decision was made before VA implemented its modernized review system (February 19, 2019), there are additional requirements that must be met before a fee may be charged. If an agency of original jurisdiction issued a decision on a claim or claims before the effective date of the modernized review system as provided in 38 C.F.R. § 19.2(a), an accredited attorney or claims agent may not charge claimants a fee unless there has also been a notice of disagreement filed on or after June 20, 2007, with respect to that decision. In cases in which a notice of disagreement was filed on or before June 19, 2007, agents and attorneys may charge fees only for services provided after both of the following additional conditions have been met: (1) the Board of Veterans' Appeals (Board) promulgated a final decision with respect to the issue, or issues, involved in the appeal; and (2) the agent or attorney was retained not later than one year following the date that the Board promulgated its decision.

⁵ In addition, the language of the fee agreements regarding fee disputes limits the recourse options of the parties to the Utah State Bar Fee Dispute Program. We question the validity of such limitation when VA statutes permit claimants to pursue reasonableness reviews by filing a motion with OGC. Notwithstanding any limitation written into a fee agreement, OGC always has the option to review fees for reasonableness, sua sponte. 38 U.S.C. § 5904(c)(3)(A); 38 C.F.R. § 14.636(i).

8.

[REDACTED]

a case in which either (1) a notice of disagreement was not filed before February 19, 2019, or (2) the attorney was discharged or withdrew and sought fees pursuant to the hourly discharge and withdrawal provision set forth in the fee agreement. For each case identified, please provide: (1) the name of the claimant; (2) the VA file number; (3) the amount of fees charged, solicited, and/or received; and (4) the dates on which these communications or transactions occurred.

B. Contingency Fees for Expert Testimony

Section 14.632(c)(9) provides that a VA-accredited attorney is prohibited from engaging in, or counseling or advising a claimant to engage in, acts or behavior prejudicial to the fair and orderly conduct of administrative proceedings before VA. Section 14.632(d) provides that in addition to complying with the VA standards of conduct, a VA-accredited attorney is prohibited from engaging in behavior or activities that are prohibited by the rules of professional conduct of any jurisdiction in which the attorney is licensed to practice law. Under the Utah Supreme Court Rule of Professional Practice 3.4(b), an attorney shall not “falsify evidence, counsel or assist a witness to testify falsely, or *offer an inducement to a witness that is prohibited by law.*” Utah Sup. Ct. R. Prof'l. Prac. 3.4 (emphasis added); *see also* American Bar Association’s Model Rules, Rule 3.4. Utah Code § 78B-1-152, titled “Witnesses – Prohibition of expert witness contingent fees in civil actions,” provides that “[a] plaintiff or defendant in a civil action may not engage an expert witness by means of a contingent fee agreement unless approval is sought and received from the court.” Utah is not the only state that finds it unethical for an expert witness to be paid by a contingency fee. In fact, “it is considered unethical in virtually every jurisdiction to pay an expert witness a contingency fee, meaning a fee that is ‘contingent upon the content of the testimony or outcome of the case.’” 12 Geo. J. Legal Ethics 465, 477 (1999) (quotations omitted). Indeed, “[s]uch fees are prohibited because they create an unacceptable incentive for the expert to tailor her opinion to the needs or interests of the retaining party. In other words, the expert’s independence and objectivity become impaired when payment hinges on the success of the litigation.” *Id.* Courts and state ethics boards are consistent that “it is unethical for a lawyer to knowingly present testimony of an expert witness compensated on a contingent fee basis.” *Martello v. Santana*, 874 F. Supp. 2d 658, 667 (E. D. Ky. 2012); *see also Taylor v. Cottrell, Inc.*, 795 F.3d 813, 816-17 (8th Cir. 2015) (citing cases where U.S. district court decisions have found contingency-fee witnesses unreliable and unethical); *Tagatz v. Marquette University*, 861 F.2d 1040, 1042 (7th Cir. 1988) (“It is unethical for a lawyer to employ an expert witness on a contingent-fee basis . . .”). A practicing attorney should be aware that the ethical concerns underlying this prohibition would apply to persons, such as medical professionals, who generate written evidence for the purpose of a judicial or administrative proceeding and whose independence and objectivity may be impaired by their personal financial stake in the outcome of the claim. Moreover, one could posit that the ethical concerns regarding improper inducements to expert witnesses are especially pronounced in VA’s non-adversarial system where a medical opinion by a practitioner with a pecuniary interest in the

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claim would naturally be subject to a lower level of scrutiny than in the traditional adversarial system. *See Hodge v. West*, 155 F.3d 1356, 1362-63 (Fed. Cir. 1998) (recognizing that, in enacting the Veterans Judicial Review Act, "Congress has designed and fully intends to maintain a beneficial non-adversarial system of veterans benefits" where "there is no room for such adversarial concepts as cross examination, best evidence rule, hearsay evidence exclusion, or strict adherence to burden of proof") (citations omitted). Thus, to the extent that a medical professional providing an advisory medical opinion or an examination is being compensated through a contingency fee arrangement, such arrangement would likely be contrary to the Utah Supreme Court Rule of Professional Practice 3.4(b) and section 14.632(c)(9) and (d) of VA's Rules of Conduct for VA-Accredited Individuals.

C. A Fee Exceeding 33 1/3 Percent Is Presumed Unreasonable.

In accordance with VA regulation 38 C.F.R. § 14.632(c)(5), an attorney is prohibited from entering into an agreement for, charging, soliciting, or receiving a fee that is clearly unreasonable or otherwise prohibited by law or regulation. *See also* 38 C.F.R. § 14.632(c)(5) (requiring an attorney to also comply with the standards of conduct of any jurisdiction in which the attorney is licensed); Utah R. Prof. Conduct 3.4(b). Moreover, under VA's governing regulations, a fee that exceeds 33 1/3 percent of the claimant's past-due benefits is always presumed to be unreasonable. 38 C.F.R. § 14.636(f)(1).

Additionally, courts and state ethics boards have found that, dependent on the facts of the case, it may be unethical to charge a contingency fee for legal services on top of a contingency fee for medical consulting. *See Ojeda v. Sharp Cabrillo Hospital*, 8 Cal. App. 4th 1, 17-18 (1992) (noting that ABA Formal Opinion 87-354 found that, "[t]o the extent the Consultant is assuming responsibility for services which the lawyer would normally provide, and may be required to provide as part of the normal service for a customary contingent fee, the lawyer's service is reduced, and what might otherwise be a reasonable contingent fee becomes unreasonable" and that District of Columbia Bar Opinion No. 55 determined that a consultant's services "may displace lawyer work" and "[t]o the extent that this happens, through its analysis of records, finding and interviewing witnesses, preparing factual statements for experts, and similar services the reasonableness of the lawyer's contingent fee percentage may be affected") (citations omitted).

As discussed above, [REDACTED] SEC filing makes clear that [REDACTED] charges a contingent fee for its services.⁶ Indeed, in exchange for this

⁶ Although in its SEC filing [REDACTED] described the services provided by [REDACTED] as a consulting service, it also stated that [REDACTED] employs its own experts to provide witness testimony. According to the SEC filing, the [REDACTED] staff includes 88 licensed medical, legal, and insurance professionals as well as 248 subject matter experts in the fields of pathophysiology, pharmacology, orthopedics, biomechanics, and psychiatry. *See* Form S-1,

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[REDACTED]

contingent fee equal to the "difference between the increase in pay for a period of five months," see [REDACTED] SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," see Why Us, [REDACTED] https://[REDACTED] (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, [REDACTED] by and through its subsidiary, [REDACTED] are charging a fee in the amount of nearly 33 1/3 percent of the claimant's past-due benefits. See enclosure 3, redacted fee agreement. Although [REDACTED] SEC filing asserts that it "ensure[s] that [REDACTED] attorneys are able to meet their ethical obligations," see Form S-1, [REDACTED], sec.gov, p. 140,

[REDACTED] (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of [REDACTED] attorneys because, not only do they knowingly present the opinion of a medical expert compensated on a contingent fee basis but they also are charging a contingency fee of nearly 33 1/3 percent of the claimant's past-due benefits for their own legal services on top of, and without regard to the contingency fee charged for [REDACTED] services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a [REDACTED] form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of [REDACTED] intend to share medical information with all subsidiaries of [REDACTED]. See enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between [REDACTED] and [REDACTED]. Based on the close relationship of the companies and the public disclosure of [REDACTED] fee structure in the SEC filing by [REDACTED] it appears that [REDACTED] either knew or should have known of the contingency fee charged by [REDACTED] consulting company.

In addition, numerous fee agreements that [REDACTED] attorneys have submitted to OGC include not only a 33.3 percent contingent fee but also a provision stating that any fee agreements with other parties are completely separate from the fee agreement with [REDACTED]. A disclaimer attached to the fee agreements states explicitly:

Client understands there are various companies under the umbrella of [REDACTED] which provide different types of services. Client may be using a different [REDACTED] company while pursuing [REDACTED] for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of [REDACTED] are separate and distinct from the fees provided by [REDACTED] for legal services. For instance, if you owe a different

[REDACTED] sec.gov, pp. 5, 120,

[REDACTED] (last visited Jan. 14, 2022).

11.

[REDACTED]

[REDACTED] company for the cost of medical consulting services, your payment to [REDACTED] LLC, for legal services[] does not waive or affect in any way your obligation to pay an agreed bill under your contract with the other company or satisfy your debt to the other company.

See enclosure 3, redacted fee agreement. Therefore, it appears that [REDACTED] attorneys are not only stacking a contingency fee for what is claimed to be legal services on top of a contingency fee for what is claimed to be medical consulting services, they are charging a presumptively unreasonable fee, as the ultimate fee charged to the claimant would necessarily be greater than the 33 1/3 percent contingent fee charged for legal services alone. Such a fee appears to be in violation of section 14.632(c)(2), prohibiting a VA-accredited attorney from circumventing a rule of conduct through the actions of another and section 14.632(c)(5), prohibiting an attorney from charging a fee that is clearly unreasonable or otherwise prohibited by law.

This letter initiates a preliminary inquiry pursuant to § 14.633(e) and provides the attorneys named within this inquiry with an opportunity to respond to the allegations within 30 days. Please note that, at this time, our office has not reached any definitive conclusions regarding the conduct. We will consider the responses we receive, along with other evidence of record, to determine whether to proceed with a formal inquiry to seek cancellation or suspension of [REDACTED] attorneys' accreditation pursuant to § 14.633(e) and/or refer the matter to the Chief Disciplinary Counsel of the Utah Office of Professional Conduct and/or other enforcement authorities.

Based on the credible written information referenced above, there is an indication that [REDACTED] attorneys may have violated the standards of conduct governing representation before VA in the following manners:

- Failing to provide claimants with competent representation before VA. See 38 C.F.R. § 14.632(b)(1).
- Violating the standards of conduct as described in 38 C.F.R. § 14.632. 38 C.F.R. § 14.632(c)(1).
- Circumventing the rules of conduct through the actions of another. 38 C.F.R. § 14.632(c)(2).
- Violating one or more of the provisions of title 38, United States Code, or title 38, Code of Federal Regulations. 38 C.F.R. § 14.632(c)(4).
- Entering into an agreement for, charging, soliciting, or receiving a fee that is clearly unreasonable or otherwise prohibited by law or regulation. 38 C.F.R. § 14.632(c)(5).
- Engaging in, or counseling or advising a claimant to engage in acts or behavior prejudicial to the fair and orderly conduct of administrative proceedings before VA. 38 C.F.R. § 14.632(c)(9).

12.

[Redacted]

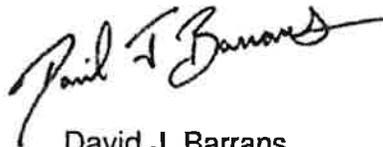
- Engaging in any other unlawful or unethical conduct. 38 C.F.R. § 14.632(c)(11).
- Engaging in behavior or activities prohibited by the rules of professional conduct of any jurisdiction in which you are licensed to practice law. 38 C.F.R. § 14.632(d).

The VA General Counsel must cancel, or suspend, an attorney's accreditation if he finds, by clear and convincing evidence, that the attorney has violated or refused to comply with the laws administered by VA or with the regulations governing practice before VA, including the standards of conduct in 38 C.F.R. § 14.632. See 38 C.F.R. § 14.633(c)(1), (g). If the [Redacted] attorneys wish to respond to the allegations against them, we request that the attorneys provide a written response within 30 days from the date of this letter. We will then make a determination, based on the evidence of record, whether to initiate a formal inquiry to seek cancellation or suspension of the [Redacted] attorneys' accreditation pursuant to 38 C.F.R. § 14.633(e) and/or whether this matter should be referred to the Chief Disciplinary Counsel of the Utah Office of Professional Conduct.

III. Conclusion

If there are any questions regarding the matters in this letter, please contact [Redacted] the VA staff attorney assigned to this case at [Redacted]@VA.gov or [Redacted]

Sincerely yours,



David J. Barrans
Chief Counsel

- Enclosures:
- 1: OGC's June 2017 letter
 - 2: [Redacted] July 2017 letter
 - 3: Redacted fee agreement
 - 4: HIPAA Form

cc: [Redacted]

LTC(R) Scott Greenblatt

LTC(R) Scott Greenblatt was born in Seaford, New York. He enlisted in the US Army as a Private in 1991 and was commissioned as a Second Lieutenant in the Artillery in 1996.

He holds a Bachelor's Degree in Criminal Justice from the University of South Florida and a Master's Degree in International Policy from the National Defense University, DC. His military education includes: the U.S. Army Airborne, Artillery Officer Basic Course; the Artillery Captain's Career Course, Civil Affairs Qualifications Course and the US Army Command General and Staff College. LTC(R) Scott Greenblatt founded Veterans Guardian VA Claim Consulting after serving 25 years on active duty with the United States Army.



LTC(R) William C. Taylor

LTC(R) William Taylor is the Chief Operating Officer of Veterans Guardian. Prior to joining Veterans Guardian in 2017, William served as a commissioned officer in the Army, spending 23 years on active duty. His experience includes six operational deployments and a wide range of command staff positions.

William graduated from the United States Military Academy and holds a Master of Policy Management from Georgetown University, and a Masters of Military Science from both Command and General Staff College and School of Advanced Military Studies.

Victoria A. Marquis (MT Bar #13226)
CROWLEY FLECK PLLP
500 Transwestern Plaza II
P. O. Box 2529
Billings, MT 59103-2529
Telephone: 406-252-3441
vmarquis@crowleyfleck.com

Attorney for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION**

DAVID YOUNG and RACHEL
YOUNG,

Plaintiffs,

vs.

VETERANS GUARDIAN VA CLAIM
CONSULTING, LLC,

Defendant.

Cause No.: CV-24-14-BLG-SPW-TJC

**COMPLAINT AND DEMAND FOR
JURY TRIAL**

Plaintiffs David and Rachel Young (“Plaintiffs”) and bring this Complaint against Defendant Veterans Guardian VA Claim Consulting, LLC (“Defendant”) as follows:

NATURE OF THE ACTION

1. This action concerns Plaintiff David Young’s disability benefits owed him as a result of his military service to the United States of America. Plaintiff

David Young is a veteran of nearly nine years' active service with the United States Army. He served as an Infantryman and Special Forces Weapons Sergeant. Plaintiff David Young completed initial training and became an Airborne Infantryman. He also completed Advance Leaders Course, Combat Life Savers Course, and Combatives Levels 1 and 2. In 2006, he deployed to Iraq for a combat tour that lasted more than a year. In 2008, he completed the Army Survival, Evasion, Resistance and Escape (SERE) High Risk course. In 2009 he qualified as Special Forces and became a Green Beret. He deployed to Afghanistan for a nine-month combat tour beginning in July 2010. In 2012, he again deployed to Afghanistan, this time for an eight-month combat tour. He was honorably discharged from active duty in 2013. His extensive list of military honors includes two Bronze Star Medals, awarded for heroic service in a combat zone.

2. Plaintiff David Young's military service has left him with various disabilities, for which he qualifies for disability payment through the U.S. Department of Veterans Affairs. Like many veterans, Plaintiff David Young's symptoms have worsened over time and his disability level has increased, leaving him unable to hold a job.

3. Veterans' claims for disability payments are processed through the U.S. Department of Veterans Affairs. Veterans may navigate the claim process on their own, obtain free assistance through local Veterans Service Organizations

(“VSOs”), or by working with an accredited attorney or claims agent. VSOs, accredited attorneys and claims agents must register with the U.S. Department of Veterans Affairs, successfully complete an exam, and successfully complete required training prior to assisting veterans with their disability claims.

4. Defendant Veterans Guardian VA Claim Consulting, LLC is not a Veterans Service Organization, nor is it an accredited attorney or claims agent. Defendant has not registered with the U.S. Department of Veterans Affairs. Defendant has not successfully completed the exam required by the U.S. Department of Veterans Affairs, nor has it completed the training required to assist veterans with their disability claims. Yet Defendant claims to provide “consulting services” for veterans “that can help maximize your VA disability rating.” Defendant fraudulently coerced Plaintiff David Young to enter into a Contract for “consulting services” associated with Plaintiff David Young’s benefits as a disabled veteran of the United States Army (the “Contract”). Defendant illegally provided services that were not timely, accurate, or effective, causing harm and damage to Plaintiffs. Defendant illegally charged Plaintiff David Young an amount equal to five times the increase in his monthly disability compensation. Further, Defendant’s Contract leaves Plaintiff David Young at risk for additional charges should he receive future increases in disability compensation.

5. This action seeks judicial declaration that the Contract between Defendant and Plaintiff David Young is void and seeks reimbursement to Plaintiffs for the harm and damage caused by Defendant.

PARTIES

6. Plaintiff David Young is a citizen of the State of Montana, residing in the city of Billings. Plaintiff David Young is a veteran of the U.S. Army, having served honorably from 2004 to 2013, including three combat deployments. Plaintiff David Young's military service left him with disabilities that continue to worsen over time, including Post Traumatic Stress Disorder ("PTSD") and Major Depressive Disorder ("MDD"). He receives disability benefits for his military service-connected disabilities through the U.S. Department of Veterans Affairs. Through the Contract and its actions associated with the Contract, Defendant has harmed Plaintiff David Young, including by causing mental, emotional, and financial stress that exacerbated his existing PTSD and MDD disabilities.

7. Plaintiff Rachel Young is a citizen of the State of Montana, residing in the city of Billings. Plaintiff Rachel Young is married to Plaintiff David Young. Plaintiff Rachel Young helps her husband with his disabilities, including by assisting him with paperwork, coordinating appointments, and researching potentially helpful disability processes and opportunities. Through the Contract

and its actions associated with the Contract, Defendant has harmed Plaintiff Rachel Young, including by causing mental, emotional, and financial stress.

8. Defendant is a North Carolina Limited Liability Company with its principal place of business in Pinehurst, North Carolina. Upon information and belief, Defendant solicits and targets Montana veterans from all service branches, including through internet and other communications. *See* <https://vetsguardian.com/veteran-benefits-for-montana/> (accessed January 30, 2024). Defendant deliberately and regularly markets and promotes its illegal disability claims assistance in Montana, where nearly 89,000 veterans reside, of which 27,691 already have service-connected disabilities. Defendant specifically maintains an active “Veteran Benefits for Montana” webpage. The webpage features a “VG Assistant” chat that provides real time communication with Montana veterans. Defendant schedules claims reviews for Montana veterans through its “Veterans Benefits for Montana” webpage. Defendant also holds itself out as an entity with knowledge about and connections to Montana-specific veterans benefits, including “income and property tax exemptions, financial exemptions, education and training programs, hunting and fishing licenses, vehicle registrations, and assistance with employment.” Defendant provides Montana-specific information to veterans in Montana about “Montana Veteran Financial Benefits,” Montana “Hunting and Fishing Licenses,” Montana “Education

Programs,” Montana housing for veterans, Montana employment and job training for veterans (including information on “Paid Military Leave for Montana Public Employees”), Montana’s national cemetery and other military burial and memorial information, and Montana’s VA regional benefits office and VA medical centers. Defendant asserts that “[i]f you are a disabled Veteran in Montana and are VA rated 90% or less, you may be eligible for additional benefits” and urges those Montana veterans to “[c]ontact Veterans Guardian for a free consultation with no obligation. Let us review your claim to determine whether you qualify for additional benefits.”

JURISDICTION AND VENUE

9. The Court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the foundation for the claims made arise under the Constitution, laws, or treaties of the United States, specifically Chapter 59, United States Code and Title 38, Code of Federal Regulations § 14 which prohibit non-accredited attorney and agents from aiding in the preparation and presentation of disability claims to the VA.

10. The Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332, because Plaintiffs and Defendant are citizens of different states and the matter in controversy, including damages, exceeds \$75,000.

11. The Court has supplemental jurisdiction over all state law claims pursuant to 28 U.S.C. § 1367 because all claims are so related they form part of the same case or controversy under Article III of the United States Constitution.

12. This Court has personal jurisdiction over Defendant because Defendant conducted its business with Plaintiffs electronically and through other remote processes while Plaintiffs were in Montana and because Plaintiffs specifically target and market to Montana's 89,000 veterans. Defendant negotiated and arranged for Plaintiff David Young to sign the Contract while Plaintiff David Young was in Montana. The fees required by the Contract are processed and collected from within the state of Montana. Defendant communicated with Plaintiff and provided its self-proclaimed "consulting services" online and through electronic means while Plaintiffs were in Montana. Defendant's Contract obtains payments for its services electronically from within Montana. Defendant deliberately and regularly markets and promotes its illegal disability claims assistance in Montana, through use of an active website targeting Montana's veterans. Defendant holds itself out as an entity with specialized knowledge in resources specifically for Montana veterans and encourages all Montana veterans with a disability rating of less than 90% to contact them for assistance.

13. Venue is proper because a substantial portion of the acts, events, and/or unlawful activity giving rise to the claims asserted, as well as damages

incurred as a result of the claims, have occurred in this District. Venue is also proper because the Contract's forum selection clause contravenes both the Montana public policy against forum-selection clauses and the strong Montana public policy of promoting the general welfare of Montana veterans and their families, specifically in connection with their disability benefits. § 10-2-102, MCA. The entire Contract, including its forum selection clause, is also contrary to federal public policy and law which prohibits Defendant from preparing and presenting disability claims before the VA unless it is properly accredited.

GENERAL ALLEGATIONS

14. Plaintiff David Young first contacted Defendant online through Defendant's active website. Plaintiffs and Defendant communicated by telephone and electronically through email or the Defendant's website.

15. While in Montana, Plaintiff David Young received and entered into a "Consulting Service Agreement" with Defendant on November 9, 2022 (the "Contract"). The Contract was signed by Plaintiff David Young in Montana using an electronically generated signature.

16. The Contract asserts that Defendant's consulting services provided pursuant to the Contract are legal and in accordance with federal laws and regulations governing veterans' disability claims.

17. The Contract asserts that Defendant will conduct a full review of all pertinent documents to understand the current benefit status.

18. The Contract asserts that Defendant will conduct a full review of all pertinent military and civilian medical records to determine all possible medical conditions that could qualify for service connection and a disability rating.

19. The Contract asserts that Defendant will conduct research of current medical opinions to support the disability claim.

20. Had Plaintiff David Young known that Defendant could not legally provide the assistance described in the Contract, he would not have consented to the Contract.

21. Had Plaintiff David Young known that Defendant would not conduct a full review of all pertinent documents, including his civilian medical documents, or that Defendant would not determine total unemployability as a medical condition that qualified for service connection and a disability rating, he would not have consented to the Contract.

22. Had Plaintiff David Young known that Defendant would not conduct research of current medical opinions to support a total unemployability disability claim, he would not have consented to the Contract.

23. Defendant required and instructed Plaintiff David Young to complete specific forms and paperwork, which Plaintiff David Young did, with his wife's assistance, while in Montana.

24. Defendant required and instructed Plaintiff David Young to complete and pay for a psychological evaluation by a specific provider, which Plaintiff David Young did, with his wife's assistance, while in Montana. Plaintiffs paid \$290 for the evaluation required by Defendant.

25. Defendant required and instructed Plaintiff David Young to take specific actions, including submission of the claims package to the U.S. Department of Veterans Affairs, which Plaintiff David Young did, with his wife's assistance, while in Montana.

26. Defendant requested Plaintiff David Young obtain its advice before Plaintiff's Compensation and Pension Exam in Montana, asserting that Defendant would tell Plaintiff David Young what he should say to the Montana providers.

27. Defendant prepared and assembled a claims package for Plaintiff David Young to submit to the U.S. Department of Veterans Affairs, which Plaintiff David Young did while in Montana.

28. Plaintiffs provided Defendant with documentation from civilian doctors that noted a need for, and provided substantiating evidence for, total unemployability benefits.

29. Defendant prepared a claim package that did not include relevant information, including the civilian doctor documents supporting total unemployability benefits. Later, after Plaintiff David Young's claim package had been submitted, Defendant informed Plaintiffs that they do not handle total unemployability benefits.

30. The claims package prepared by Defendant resulted in only a minimal increase in Plaintiff David Young's disability rating, from 70% to 80. The claims package did not allow Plaintiff David Young to be considered for total unemployability, as recommended by his civilian doctor.

31. Defendant's Contract requires Plaintiff David Young to pay Defendant \$157 each month until their alleged consulting fee of \$1,570 is paid in full.

32. Defendant's Contract seems to require Plaintiff David Young to pay Defendant for subsequent increases in benefit pay based on subsequent claims.

33. To-date, Plaintiffs have paid Defendants \$157.

34. By letter dated September 13, 2023, Plaintiffs requested that Defendant cancel the Contract and proposed a cancellation agreement. Defendant responded on October 2, 2023 that it would not cancel the Contract.

CLAIM I
Violation of 30 U.S.C. § 5901 and 38 C.F.R. § 14.629(b)(1)

35. Plaintiff realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs.

36. Federal law prohibits any individual from acting “as an agent or attorney in the preparation, presentation, or prosecution of any claim” for disability benefits through the U.S. Department of Veterans Affairs “unless such individual has been recognized for such purposes by the Secretary [of Veterans Affairs].” 30 U.S.C. § 5901.

37. No individual may assist claimants in the preparation, presentation, and prosecution of claims for VA benefits as an agent or attorney unless he or she has first been accredited by VA for such purpose. 38 C.F.R. § 14.629(b)(1).

38. The Secretary of Veterans Affairs recognizes agents or attorneys that may prepare, present, and prosecute claims for disability benefits through the U.S. Department of Veterans Affairs only if the individual agent or attorney has shown: 1) “that such individual is of good moral character and in good repute, is qualified to render claimants valuable service, and is otherwise competent to assist claimants in presenting claims”; 2) that such individual has “such level of experience or specialized training as the Secretary shall specify”; and 3) has certified “to the Secretary that the individual has satisfied any qualifications and standards prescribed by the Secretary.” 38 U.S.C. § 5904(2).

39. Accredited agents and attorneys must complete three hours of qualifying continuing legal education during the first 12-month period following the date of initial accreditation, another three hours of qualifying credits within three years and every two years thereafter. 38 C.F.R. § 14.629.

40. Defendant is not accredited by the Secretary of Veterans Affairs as either an agent or attorney. Therefore, Defendant may not lawfully assist claimants in the preparation, presentation, and prosecution of claims for VA disability benefits.

41. Defendant assisted Plaintiff David Young in the preparation, presentation and prosecution of claims for VA disability benefits, in violation of 30 U.S.C. § 5901 and 38 C.F.R. § 14.629(b)(1).

CLAIM II
Request for Declaratory Judgment

42. Plaintiffs realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs.

43. Plaintiff David Young's rights, status, and other legal relations are affected by the Contract which required him to pay Defendant a portion of his increased disability benefit payment for the most recent increase and potentially future increased benefit payments.

44. A question exists as to whether the Contract is legal and enforceable.

45. Because Defendant may not legally provide the consulting services it claims to have provided under the Contract, the contract is illegal.

46. Plaintiff David Young's consent to the Contract was obtained through mistake of fact because he mistakenly understood the terms of the Contract to include preparation and presentation of a disability claim for total unemployability, which Defendant later asserted it could not handle.

47. Plaintiff David Young's consent to the Contract was obtained through mistake of law because he mistakenly understood, from the terms of the Contract, that Defendant could legally assist him in preparation and presentation of his disability benefit claims pursuant to Chapter 59, Title 38, United States Code and Title 38, Code of Federal Regulations, Section 14, when in fact Defendant could not legally do so.

48. Plaintiff David Young's consent to the Contract was obtained through actual fraud, in part because Defendant suggested and asserted that its consulting services were legal and would provide relevant information not otherwise available to Plaintiff which would support an increased disability rating.

49. Plaintiff David Young's consent to the Contract was obtained through constructive fraud, in part because Defendant misled Plaintiff to believe its consulting services were legal, would result in appropriately increased disability

benefits, and would be based on the use of all civilian and military documentation. Defendant gained an advantage in the form of payment of a portion of Plaintiff's disability payment increase.

50. The Contract is therefore invalid for lack of consent because Plaintiff David Young's apparent consent to the Contract was not real or free. §§ 28-2-102; 28-2-401, MCA.

51. The Contract is wholly void because the single object of the contract is for Defendant to assist in preparing and presenting a disability claim to the VA, which Defendant may not legally do since it is not an accredited attorney or agent for purposes of VA disability benefit claims. § 28-2-603, MCA.

52. The Contract is unlawful because it is contrary to express federal law that prohibits unaccredited persons from preparing and presenting disability claims to the VA. 30 U.S.C. § 5901 and 38 C.F.R. § 14.629(b)(1).

53. The Contract is unlawful because it is contrary to the policy of Montana law which seeks to promote the general welfare of all veterans and their families, requires that persons acting as agents for claimants must be properly accredited and recognized pursuant to federal laws and rules, and officially advocates for the fair treatment of Montana's veterans and their families. §§ 10-2-102(1)(b), (c), (d), MCA.

54. Under the Uniform Declaratory Judgments Act, the Contract should be construed as invalid regardless of any breach. § 27-8-203, MCA.

CLAIM III

Violation of Montana Consumer Protection Act (MCPA) § 30-14-103

55. Plaintiff realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs.

56. Plaintiff David Young is a “consumer” as defined under the Montana Consumer Protection Act (“MCPA”) in § 30-14-102(1), MCA.

57. Defendant is defined as a “person” under § 30-14(102)(6), MCA.

58. Defendants are engaged in “trade” and “commerce” as defined in § 30-14-102(8)(a), MCA.

59. Under § 30-14-103, MCA, it is unlawful for Defendant to engage in unfair or deceptive acts or practices in the conduct of any trade or commerce.

60. Defendant engaged in unfair and deceptive acts in the conduct of trade or commerce by contracting with Plaintiff David Young for services which Defendant could not legally provide.

61. Defendant engaged in unfair and deceptive acts in the conduct of trade or commerce by contracting with Plaintiff David Young with no intention to pursue the total unemployability disability claim recommended by Plaintiff David Young’s doctor.

62. Defendant engaged in deceptive or unfair acts and practices that offend established Montana public policy because they acted or practiced in a way that is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers.

63. Defendant's unlawful conduct and violation of the MCPA was a proximate cause of Plaintiff David Young's harms and losses, and Plaintiff David Young is entitled to actual damages, statutory damages, treble damages, and an award of reasonable attorney's fees and costs under §§ 30-14-133, -134, and -315, MCA, *et seq.*

CLAIM IV Unjust Enrichment

64. Plaintiffs reallege and incorporates herein by reference each of the allegations contained in the preceding paragraphs.

65. Defendant wrongfully secured and retained unjust benefits from Plaintiffs, in the form of payment and fees for their unlawful services.

66. It is inequitable and unconscionable for Defendant to retain these benefits.

67. Defendants knowingly accepted the unjust benefits of their unfair and deceptive conduct.

68. Defendants have been enriched and will continue to be enriched by their unlawful fees and expenses while Plaintiffs are impoverished. Defendant's enrichment directly caused Plaintiffs impoverishment.

69. As a direct and proximate cause of Defendants' unjust enrichment, Plaintiffs suffered, and continue to suffer ascertainable losses and damages as specified herein in an amount to be determined at trial.

CLAIM V
Negligent/Intentional Infliction of Emotional Distress

70. Plaintiffs reallege and incorporate herein by reference each of the allegations contained in the preceding paragraphs.

71. Since November of 2022, when the Contract was signed by Plaintiff David Young and Defendant, Plaintiff David Young has suffered exacerbated symptoms of his PTSD, depression, anxiety, higher stress, isolation, irritability and withdrawal from family activities while going through multiple psychiatric appointments, as a result of the requirements of the contractual arrangement with Defendant.

72. Since November of 2022, when the Contract was signed by Plaintiff David Young and Defendant, Plaintiff Rachel Young has incurred mental anguish and suffering as a result of Defendant's acts and omissions resulting from the contractual arrangement as described herein.

73. Defendant's acts and omissions described herein caused Plaintiffs to suffer serious or severe emotional distress that no reasonable person would be expected to endure.

74. As a direct and proximate result of Defendant's negligent conduct Plaintiffs suffered, and continue to suffer, serious and severe emotional distress that was a reasonably foreseeable consequence of the Defendant's acts and omissions entitling Plaintiffs' to damages.

CLAIM VI
Breach of Contract

75. Plaintiff realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs.

76. Plaintiffs allege and believe the Contract is void and should be declared so by this court. However, in the alternative and in accordance with Federal Rule of Civil Procedure 8(d)(3), Plaintiffs also allege that Defendant has breached the Contract.

77. Defendant breached the Contract by failing to provide the services described in the Contract, including by failing to conduct a full review of all pertinent documents related to Plaintiff David Young's disability rating, his medical history, and civilian documentation.

78. Defendant breached the Contract by failing to provide the services described in the Contract, including by failing to conduct a full review of all

pertinent military and civilian medical records and by failing to determine all possible medical conditions that could qualify for service connection and a disability rating, specifically a condition of total unemployability.

79. Defendant breached the Contract by failing to conduct research of current medical opinions to support a claim of total unemployability.

80. Defendant breached the Contract by failing to prepare a disability claim package that requested and supported a claim for total unemployability.

CLAIM VII
Breach of the Implied Covenant of Good Faith and Fair Dealing

81. Plaintiffs reallege and incorporates herein by reference each of the allegations contained in the preceding paragraphs.

82. Plaintiffs allege and believe the Contract is void and should be declared so by this court. However, in the alternative and in accordance with Federal Rule of Civil Procedure 8(d)(3), Plaintiffs also allege that Defendant has breached the Contract.

83. Plaintiff David Young fulfilled his obligations under the contract, including by providing all required and requested documents to Defendant and by scheduling, completing, and paying for additional evaluations by specific providers required by Defendant.

84. Defendant deprived Plaintiff David Young of the benefits of the contract with Plaintiff by contracting with Plaintiff David Young for services which Defendant could not legally provide.

85. Defendant engaged in deceptive and unreasonable acts in the conduct of trade or commerce by contracting with Plaintiff David Young with no intention to pursue the total unemployability disability claim recommended by Plaintiff David Young's doctor.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request that the Court:

1. Declare the Contract null and void.
2. Award Plaintiffs actual damages, including damages for psychological, emotional, and economic harm, in an amount to be proven at trial.
3. Award Plaintiffs such costs as may seem equitable and just.
4. Award Plaintiffs further relief as necessary and proper pursuant to the Uniform Declaratory Judgments Act.
5. Award Plaintiffs treble damages under the Montana Consumer Protection Act.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a trial by jury on all issues so triable raised by the Complaint.

Dated this 2nd day of February 2024.

/s/ Victoria A. Marquis (MT Bar #13226)
CROWLEY FLECK PLLP
P. O. Box 2529
Billings, MT 59103-2529



September 11, 2024

To all Department Service Officers:

It has come to our attention that some VFW Post Service Officers (PSOs) are assuming that completion of the VA's Training, Responsibility, Involvement, and Preparation (TRIP) course grants them the authority to represent veterans before the VA. This assumption is incorrect. Though the VA prescribed TRIP training is available online, this training is only intended for accredited representatives and does not provide accreditation to an individual upon completion. Accreditation with the VFW can only be requested by a Department and must be approved by the Director of the National Veterans Service and VA Office of General Counsel. As a reminder, Post Service Officers can only be accredited if they are employed by the Department.

According to established law, only accredited representatives are legally authorized to prepare, present, and prosecute claims before the VA. Furthermore, recent changes to the VFW Manual of Procedure mandate that Post Service Officers should inform Post members, their families, and survivors about locally available benefits and services, such as homeless assistance, employment opportunities, and veteran discounts. The Post Service Officer must direct those seeking federal benefits assistance to the appropriate accredited representative as prescribed by the National Veterans Service Policy & Procedure and in accordance with Section 218 (12) of the VFW Manual of Procedure which was revised by the National Council of Administration during the 125th VFW National Convention.

Any Post Service Officer who presents themselves as an accredited representative or attempts to represent veterans before the VA is in violation of both organizational policies and federal regulations. Violations of the laws governing accreditation pose a significant risk to the accreditation status of our organization and could severely impact our ability to maintain the over 100 years of service we have provided to veterans. This conduct must cease immediately.

Respectfully,

A handwritten signature in black ink, appearing to read "Michael S. Figlioli".

MICHAEL S. FIGLIOLI
Director, National Veterans Service

cc: Dan West, Adjutant General
Ryan Gallucci, Executive Director, VFW Washington Office
John Muckelbauer, General Counsel

NATIONAL HEADQUARTERS

406 W. 34th Street
Kansas City, MO 64111
Office 816.756.3390
Fax 816.968.1157

WASHINGTON OFFICE

200 Maryland Ave., N.E.
Washington, D.C. 20002
Office 202.543.2239
Fax 202.543.6719

info@vfw.org
www.vfw.org

August 9, 2023 NAAG, Attorneys General

Washington, D.C. – The National Association of Attorneys General issued a **letter** today on behalf of a bipartisan coalition of 44 attorneys general expressing support for the passage of legislative proposals included in Governing Unaccredited Representatives Defrauding (G.U.A.R.D.) Veterans Affairs (VA) Benefits Act.

In the letter to congressional leaders, the attorneys general explain that the passing of the bipartisan legislation would hold unaccredited and unregulated actors accountable for targeting and preying upon veterans who apply for federal VA benefits.

“Our nation has long recognized its obligation to provide support and care for those veterans and their families as compensation for their many sacrifices,” the attorneys general wrote in the letter. “The GUARD VA Benefits Act would remove the ability of unaccredited, unregulated, and often unscrupulous actors to target and prey upon those veterans with impunity. It holds them accountable not just to the law but also to the veterans and their families by giving them options for redress when they find themselves victims of those same actors.”

Federal law requires proper accreditation through the VA Office of General Counsel (OGC) for anyone who assists veterans in preparing, presenting, or prosecuting claims. However, in 2006, the OGC became virtually powerless to enforce the federal statute against anyone who was not following the law due to the removal of criminal penalties.

The attorneys general said in the letter that, without accountability, unaccredited actors can advertise coaching and consultation services that are purportedly superior to the free services offered by accredited actors such as veteran service officers, claim agents, and attorneys. In reality, the veterans do all of the work, and the unaccredited actors may only answer questions or advise.

According to the letter, the unaccredited actors never contact the veteran once the veteran finishes the claim. Accredited veteran service officers and claim agents, on the other hand, do all of the required work and remain available to the veteran. Additionally, since unaccredited actors do not have access to the VA claim system, some require the veteran to share system logins, passwords, or even bank account information so fees can be immediately withdrawn before the veteran even learns claim money has been deposited.

Attorneys general from the following states and territories signed the letter:

Alaska, America Samoa, Arizona, California, Colorado, Connecticut, Delaware, the District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Nevada, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

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The National Association of Attorneys General (NAAG) is the nonpartisan national forum for America's state and territory attorneys general and their staff. NAAG provides a community for members to collaboratively address issues important to their work and resources to support attorneys general in protecting the rule of law and the United States Constitution.

