UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
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| IN RE: | Chapter 11 Cases |
| TRAJECTOR HOLDINGS, LLC, [1] | Case No. 3:26-bk-03286-JAB<br>Lead Case |
| | *Jointly Administered with* |
| BENEFITS GROUP HOLDINGS, LLC, | Case No. 3:26-bk-03289-JAB |
| TRAJECTOR MEDICAL, LLC, | Case No. 3:26-bk-03291-JAB |
| INFINITE IP LLC, | Case No. 3:26-bk-03293-JAB |
| PERFECT PATH, LLC, | Case No. 3:26-bk-03295-JAB |
| TRAJECTOR ADMIN SERVICES, LLC, | Case No. 3:26-bk-03296-JAB |
| BENEFITS INSURANCE, LLC, | Case No. 3:26-bk-03297-JAB |
| MYLER INSURANCE SERVICES HOLDINGS, LLC, | Case No. 3:26-bk-03298-JAB |
| ANCHORSIX SERVICES, LLC, | Case No. 3:26-bk-03299-JAB |
| ATVANTAGE, LLC, | Case No. 3:26-bk-03300-JAB |
| TRAJECTOR MEDIA SERVICES, LLC, | Case No. 3:26-bk-03301-JAB |
| GLOBALTEK BPO LLC, | Case No. 3:26-bk-03302-JAB |
| MYLER DISABILITY HOLDINGS, LLC, | Case No. 3:26-bk-03304-JAB |
| MYLER DISABILITY, LLC, | Case No. 3:26-bk-03306-JAB |
| ADDUCO MEDIA, LLC, | Case No. 3:26-bk-03307-JAB |
| TRAJECTOR DISABILITY, LLC, | Case No. 3:26-bk-03308-JAB |
| CONTACT CENTER 1, LLC, | Case No. 3:26-bk-03309-JAB |
| BENEFITS KARMA, LLC, | Case No. 3:26-bk-03310-JAB |
| EXECUTIVE STAFFING SOLUTIONS, PLLC, | Case No. 3:26-bk-03311-JAB |
| AMPRY HOLDINGS, LLC, | Case No. 3:26-bk-03312-JAB |
| CONCIERGE STAFFING SERVICE MANAGEMENT, LLC, | Case No. 3:26-bk-03314-JAB |
| TRAJECTOR, INC., | Case No. 3:26-bk-03315-JAB |
| Debtors. | |
| _____/ | |

[1] The Debtors' mailing address is 5950 NW 1st Place, Suite 200, Gainesville, FL 32607. The last four digits of each Debtor's federal tax identification number are: (i) Trajector Holdings, LLC (7528); (ii) Benefits Group Holdings, LLC (2029); (iii) Trajector Medical, LLC (5243); (iv) Infinite IP LLC (3723); (v) Perfect Path, LLC (3494); (vi) Trajector Admin Services, LLC (2231); (vii) Benefits Insurance, LLC (9835); (viii) Myler Insurance Services Holdings, LLC (3606); (ix) AnchorSix Services, LLC (5009); (x) Atvantage, LLC (7384); (xi) Trajector Media Services, LLC (7509); (xii) Globaltek BPO LLC (1684); (xiii) Myler Disability Holdings, LLC (9924); (xiv) Myler Disability, LLC (0845); (xv) Adduco Media, LLC (0257); (xvi) Trajector Disability, LLC (5136); (xvii) Contact Center 1, LLC (2329); (xviii) Benefits Karma, LLC (1850); (xix) Executive Staffing Solutions, PLLC (1841); (xx) Ampry Holdings, LLC (2323); (xxi) Concierge Staffing Service Management, LLC (2814); and (xxii) Trajector, Inc. (2128).

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**DEBTORS' AND PUTATIVE CLASS CLAIMANTS' JOINT STIPULATION OF UNDISPUTED FACTS AND LIST OF EXHIBITS WHICH CAN BE ADMITTED INTO EVIDENCE WITHOUT OBJECTION WITH RESPECT TO (I) PUTATIVE CLASS CLAIMANTS' MOTION FOR THE APPLICATION OF BANKRUPTCY RULE 7023 AND FOR LEAVE TO FILE CLASS PROOFS OF CLAIM [DOC. NO. 234]; AND (II) PUTATIVE CLASS CLAIMANTS' EXPEDITED MOTION TO EXTEND AND/OR TOLL THE CLAIMS BAR DATE PENDING RESOLUTION OF CLASS-TREATMENT [DOC. NO. 235]**

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), on the one hand, and Gilbert Quijada, Jr., Jeffrey Phillips, and Kimberly Phillips (collectively, the "Putative Class Claimants," and with the Debtors, the "Parties"), on the other hand, submit this joint stipulation of undisputed facts and list of exhibits which may be admitted into evidence without objection with respect to the evidentiary hearing on (i) *Putative Class Claimants' Motion for the Application of Bankruptcy Rule 7023 and for Leave to File Class Proofs of Claim* [Doc. No. 234] (the "Rule 7023 Motion");[2] and (ii) *Putative Class Claimants' Expedited Motion to Extend and/or Toll the Claims Bar Date Pending Resolution of Class-Treatment* [Doc. No. 235] (the "Class Claimant Extension Motion"):[3]

1. On July 23, 2026 (the "Petition Date"), the Debtors commenced the above-captioned chapter 11 cases by filing voluntary petitions for relief under chapter 11, title 11, United States Code.

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[2] With respect to the Rule 7023 Motion, the Debtors filed their *Response in Opposition to Putative Class Claimants' Motion for the Application of Bankruptcy Rule 7023 and for Leave to File Class Proofs of Claim* [Doc. No. 254], and the Putative Class Claimants filed their *Reply in Support of Putative Class Claimants' Motion for the Application of Bankruptcy Rule 7023 and for Leave to File Class Proofs of Claim* [Doc. No. 305].

[3] With respect to the Class Claimant Extension Motion, the Debtors filed their *Omnibus Response in Opposition to (A) Putative Class Claimants' Expedited Motion to Extend and/or Toll the Claims Bar Date Pending Resolution of Class-Treatment; and (B) Official Committee of Unsecured Creditors' Emergency Motion for Entry of an Order (I) Extending the General Bar Date, (II) Requiring Further Service and Publication of the Bar Date Notice, (III) Allowing the Committee to Deliver the Committee Letter, and (IV) Granting Related Relief* [Doc. No. 253], and the Putative Class Claimants filed their *Reply in Support of Putative Class Claimants' Expedited Motion to Extend and/or Toll the Claims Bar Date Pending Resolution of Class-Treatment* [Doc. No. 304].

2. On July 28, 2026, the Court entered an order directing the joint administration of the Chapter 11 Cases under Case No. 3:26-bk-03286-JAB [Doc. No. 63].

3. As of the Petition Date, there were two lawsuits pending against certain of the Debtors in the United States District Court for the Northern District of Florida (Case Nos. 1:26-cv-00099 and 1:26-cv-00150), more fully described as follows:

a. On March 27, 2026, Christopher Baker, Randall Coates, Kerry Isner, Damon Oliver, and Warren Treadwell commenced a class action against Debtor Trajector Medical, LLC, formerly known as Vet Comp & Pen Medical Consulting, LLC, in the Circuit Court of the Eighth Judicial Circuit in and for Alachua County, Florida, on behalf of a proposed class of Florida resident veterans. The action asserts a claim under the Florida Deceptive and Unfair Trade Practices Act predicated on alleged violations of federal law governing VA accreditation and fee restrictions and seeks, among other relief, actual damages, an order voiding outstanding contractual balances, injunctive relief, and attorneys' fees and costs. On April 28, 2026, Trajector Medical removed the action to the United States District Court for the Northern District of Florida, where it remains pending as *Christopher Baker, Randall Coates, Kerry Isner, Damon Oliver, and Warren Treadwell v. Trajector Medical, LLC (f/k/a Vet Comp & Pen Medical Consulting, LLC)*, Case No. 1:26-cv-00099, and is presently stayed by operation of the automatic stay imposed under section 362 of the Bankruptcy Code (the "Baker Class Action"). A true and correct copy of the Complaint commencing the Baker Class Action is attached hereto as **Exhibit A** and incorporated herein. On May 6, 2026, Trajector Medical moved to compel arbitration. On May 8, 2026, the District Court stayed Trajector Medical's deadline to answer or otherwise respond, discovery, initial disclosures, the Rule 26 conference, and related case-management deadlines until thirty-five days after resolution of the arbitration motion. On June 2, 2026, the District Court administratively

terminated the arbitration motion from its internal tracking list pending transfer and briefing of the related Quijada action. No ruling on class certification or the motion to compel arbitration was entered before the Petition Date.

b. On April 9, 2026, the Class Claimants commenced a class action against Debtors Trajector, Inc. and Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC, in the United States District Court for the Central District of California on behalf of proposed nationwide and California classes of veterans and eligible dependent spouses. On June 23, 2026, the action was transferred to the United States District Court for the Northern District of Florida, where it remains pending as Gilbert Quijada, Jr., Jeffrey Phillips, and Kimberly Phillips v. Trajector, Inc. and Trajector Medical, LLC (f/k/a Vet Comp and Pen Medical Consulting, LLC), Case No. 1:26-cv-00150-MW-MJF, and is presently stayed by operation of the automatic stay imposed under section 362 of the Bankruptcy Code (the "Quijada Class Action," and together with the Baker Class Action, the "Class Actions"). A true and correct copy of the Complaint commencing the Quijada Class Action is attached hereto as **Exhibit B** and incorporated herein. The complaint asserts claims for declaratory relief, violations of the California Consumers Legal Remedies Act, violations of the California Unfair Competition Law, violations of the California Rosenthal Fair Debt Collection Practices Act, and unjust enrichment, and seeks, among other relief, damages, restitution and disgorgement, injunctive relief, and attorneys' fees and costs. On June 30, 2026, the District Court held the Debtors' time to answer or otherwise respond in abeyance and stayed discovery, initial disclosures, and Rule 26 deadlines pending resolution of a motion to compel arbitration. On July 16, 2026, Trajector, Inc. and Trajector Medical filed their motion to compel arbitration. No ruling on class certification or the motion to compel arbitration was entered before the Petition Date.

4. On May 27, 2022, Jeffrey Phillips executed that certain client service agreement with Trajector Medical (the "Phillips Client Service Agreement"), a true and correct copy of which is attached hereto as **Exhibit C** and incorporated herein. Mr. Phillips' wife, Kimberly Phillips, a putative named class claimant in the Quijada Class Action, asserts claims against Trajector, Inc. and Trajector Medical. Mrs. Phillips did not execute a separate client service agreement with Trajector Medical..

5. The Phillips Client Service Agreement provides: "If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida," and further provides that, if mediation is unsuccessful, "the parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the rules of the American Arbitration Association." *See* Exhibit C, at 2.

6. On August 21, 2024, Gilbert Quijada, Jr. executed that certain client service agreement with Trajector Medical (the "Quijada Client Service Agreement"), a true and correct copy of which is attached hereto as **Exhibit D** and incorporated herein in its entirety.

7. The Quijada Client Service Agreement contains an arbitration provision stating, in part, that if a required mediation fails, "the parties agree to submit the dispute to binding arbitration . . . under the Consumer Arbitration Rules of the American Arbitration Association…." *See* Exhibit D, at 3. The arbitration provision also states that "[a]ny dispute concerning or arising out of or under this Agreement, including a disagreement about this clause's meaning, application, or enforcement, shall be decided by the arbitrator." *See id.* The Quijada Client Service Agreement includes a class action waiver provision which provides, in part, that "BY AGREEING TO ARBITRATE DISPUTES AS OUTLINED ABOVE, YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, MULTIPLE

CONSUMER-CASE FILINGS UNDER THE AAA, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON." *See id.* The same provision further states: "You acknowledge that this Class Action Waiver is material and essential to the arbitration of any claims and is non-severable from this section." It also provides that "under no circumstances will a class action be arbitrated." *See id.*

8. Prior to the Petition Date, neither court had granted or denied class certification in either Class Action, and no class-certification motion or motion to compel arbitration had been adjudicated in either action.

9. The Bar Date Notice filed on August 3, 2026 established October 1, 2026 as the general bar date for non-governmental proofs of claim.

10. On August 11, 2026, the Debtors caused the Bar Date Notice, along with a cover letter, and the proof of claim form to be served by electronic mail on approximately 126,800 Trajector Medical clients. *See* [Doc. No. 112]. On August 12, 2026, the Debtors caused the Bar Date Notice, along with a cover letter, and the proof of claim form to be served by first class U.S. mail on 2,266 Trajector Medical clients whose electronic-mail addresses had not accepted the prior electronic mailing described above. *See* [Doc. No. 114]. Supplemental service followed as reflected in the stipulated Certificates of Service in paragraph 17 below.

11. On September 16, 2026, Kimberly Phillips, Jeffrey Phillips, and Gilbert Quijada, Jr. filed the following putative class action claims with this Court: (i) Kimberly Phillips as putative Class Representative filed Claim Nos. 161-164; and (ii) Jeffrey Phillips and Gilbert Quijada, Jr. as putative Class Representatives filed Claim Nos. 153-160 (collectively, the "Putative Class

Claims"). True and correct copies of the Putative Class Claims are attached hereto as **Composite Exhibit E**.

12. To date, the Debtors have not filed objections to any of the Putative Class Claims.

13. To date, none of the Parties has commenced an adversary proceeding in respect of the Putative Class Claims.

14. On October 5, 2026, the Court entered the Agreed Order Resolving the Committee's Bar-Date Motion [Doc. No. 293], extending the general bar date to October 31, 2026 and directing service of an amended bar date notice (the "Amended Bar Date Notice") by electronic transmission on Trajector Medical clients with valid email addresses. The Order states that it shall not be deemed a finding that the prior notice was inadequate or insufficient.

15. In accordance with the Court's Order extending the general bar date, the Debtors caused the Amended Bar Date Notice along with the proof of claim form to be served by electronic mail upon approximately 126,800 Trajector Medical clients.

16. Except as expressly stated herein, the Parties stipulate only to the authenticity, existence, filing, service, and/or contents of the matters identified below, and reserve all arguments concerning the legal effect, relevance, weight, interpretation, or merits of such matters. Nothing herein constitutes an admission as to the truth of disputed allegations contained in any pleading included below as an exhibit.

17. The Following exhibits shall be admitted without objection:[4]

a. First Day Declaration of Mark C. Healy [Doc. No. 39] [Putative Class Claimants' Exhibit 1];

b. Composite Exhibit of examples of Client Agreements [Debtors' Exhibit 13];

[4] The Debtors filed their Exhibit List at Doc. Nos. 302 and 303. The Debtors supplemented their Exhibit List at Doc. No. 313. The Putative Class Claimants filed their Exhibit List at Doc. No. 306.

c. Jeffrey Phillips client service agreement [Debtors' Exhibit 14];

d. Gilbert Quijada, Jr. client service agreement [Debtors' Exhibit 15];

e. Letter sent to Trajector Medical clients [Debtors' Exhibit 16];

f. Call logs from Verita [Debtors' Exhibit 17];

g. Certificate of Service of Bar Date Notice [Doc. No. 112] [Debtors' Exhibit 18 / Putative Class Claimants' Exhibit 3];

h. Certificate of Service [Doc. No. 97] [Putative Class Claimants' Exhibit 2];

i. Certificate of Service of Bar Date Notice [Doc. No. 114 / Putative Class Claimants' Exhibit 4] [Debtors' Exhibit 19];

j. Certificate of Service of Bar Date Notice [Doc. No. 147] [Debtors' Exhibit 20 / Putative Class Claimants' Exhibit 5];

k. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 156] [Debtors' Exhibit 21 / Putative Class Claimants' Exhibit 6];

l. Certificate of Service [Doc. No. 159] [Putative Class Claimants' Exhibit 7];

m. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 161] [Debtors' Exhibit 22 / Putative Class Claimants' Exhibit 8];

n. Notice of Filing Affidavits of Publication [Doc. No. 164] [Debtors' Exhibit 23];

o. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 168] [Debtors' Exhibit 24 / Putative Class Claimants' Exhibit 9];

p. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 177] [Debtors' Exhibit 25 / Putative Class Claimants' Exhibit 10];

q. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 205] [Debtors' Exhibit 26 / Putative Class Claimants' Exhibit 11];

r. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 226] [Debtors' Exhibit 27 / Putative Class Claimants' Exhibit 12];

s. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 230] [Debtors' Exhibit 28];

t. Verified Statement of Group of Veteran Benefit Claimants Pursuant to Bankruptcy Rule 2019 [Doc. No. 233], together with the First Supplement [Doc. No. 310] [Putative Class Claimants' Exhibit 15];

u. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 239] [Debtors' Exhibit 29];

v. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 248] [Debtors' Exhibit 30 / Putative Class Claimants' Exhibit 13];

w. Supplemental Certificate of Service of Bar Date Notice [Doc. No. 288] [Debtors' Exhibit 31 / Putative Class Claimants' Exhibit 14];

x. Docket as of October 8, 2026, *Baker, et al. v. Trajector Medical, LLC*, U.S. District Court, Northern District of Florida, Case No. 1:26-cv-00099-MW-HTC [Debtors' Exhibit 35 / Putative Class Claimants' Exhibit 17];

y. Class Action Complaint in Baker Action [Debtors' Exhibit 32 / Putative Class Claimants' Exhibit 16];

z. Docket as of October 8, 2026, *Quijada, et al. v. Trajector Medical, Inc.*, U.S. District Court, Northern District of Florida, Case No. 1:26-cv-00150-MW-MJF [Debtors' Exhibit 36 / Putative Class Claimants' Exhibit 19];

aa. Class Action Complaint in Quijada Action [Debtors' Exhibit 33 / Putative Class Claimants' Exhibit 18];

bb. Certificate of Service of Amended Bar Date Notice [Doc. No. 316];

cc. Certificate of Service of Amended Bar Date Notice [Doc. No. 317];

dd. Veterans of Foreign Wars Press Release Requesting that its Members File Proofs of Claim by the Amended Bar Date, https://www.vfw.org/media-and-events/latest-releases/archives/2026/10/veterans-who-paid-trajector-medical-for-va-disability-claim-assistance-should-act-now/;

ee. Claims Register maintained by Verita through the date of the Hearing [Putative Class Claimants' Exhibit 32].

DATED: October 13, 2026

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| **BERGER SINGERMAN LLP** | **PACK LAW** |
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# EXHIBIT A

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**IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT**
**IN AND FOR ALACHUA COUNTY, FLORIDA**

**CASE NO.:** 01 2026 CA 952
**DIVISION:** CA4
**CLASS REPRESENTATION**

**CHRISTOPHER BAKER, RANDALL COATES, KERRY ISNER, DAMON OLIVER, and WARREN TREADWELL, individually and on behalf of all others similarly situated,**

**Plaintiffs,**

**v.**

**TRAJECTOR MEDICAL, LLC, f/k/a VET COMP & PEN MEDICAL CONSULTING, LLC, a Foreign Limited Liability Company,**

**Defendant.**
_____/

## CLASS ACTION COMPLAINT

Plaintiffs, by and through undersigned counsel, hereby file this Complaint against Defendant, TRAJECTOR MEDICAL, LLC, f/k/a VET COMP & PEN MEDICAL CONSULTING, LLC, a Foreign Limited Liability Company, and hereby bring this action individually and on behalf of a proposed class of similarly situated individuals, and alleges as follows:

1. The incidents which give rise to this Complaint occurred during the of four (4) year period prior to the filing date of this action, in Alachua County, Florida.

2. At all times material hereto, Plaintiff, CHRISTOPHER BAKER, an individual, resides in Jacksonville, Florida, and is otherwise *sui juris*.

3. At all times material hereto, Plaintiff, RANDALL COATES, an individual, resides in Orange Park, Florida, and is otherwise *sui juris*.

4. At all times material hereto, Plaintiff, KERRY ISNER, an individual, resides in St. Augustine, Florida, and is otherwise *sui juris*.

5. At all times material hereto, Plaintiff, DAMON OLIVER, an individual, resides in Jacksonville, Florida, and is otherwise *sui juris*.

6. At all times material hereto, Plaintiff, WARREN TREADWELL, an individual, resides in Apopka, Florida, and is otherwise *sui juris*.

7. At all times material hereto, Defendant, TRAJECTOR MEDICAL, LLC, f/k/a VET COMP & PEN MEDICAL CONSULTING, LLC, is a Foreign Limited Liability Company licensed to do business in the State of Florida and is otherwise *sui juris*.

**JURISDICTION AND VENUE**

8. This Court has jurisdiction pursuant to Article V, Section 5 of the Florida Constitution.

9. The amount in controversy exceeds $50,000.00, exclusive of interest, costs, and attorney's fees.

10. Venue is proper in Alachua County, Florida, because Defendant is located in Alachua County, conducts business in this county, and the acts giving rise to this action occurred in this county.

**GENERAL ALLEGATIONS**

11. This case is about illegal fees charged to disabled United States Military veterans by an unaccredited Florida-based company, Defendant. The illegal fees are charged to the victims based upon the amount of VA Disability Compensation benefits paid to them. Through charging and taking these illegal fees from disabled veterans, Defendant is preying on disabled veterans by unfairly and deceptively taking millions of dollars of their disability benefits in violation of federal law and the Florida Deceptive and Unfair Trade Practices Act.

12. 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.

13. For VA Disability Compensation, the VA rates a veteran's disabilities on a scale from 0% to 100% in increments of 10%.

14. To obtain VA Disability Compensation, veterans must file a claim with the VA. When filing a claim with the VA, a veteran may file this claim on their own, or with the assistance of a Veteran Service Organization (such as The American Legion, Veterans of Foreign Wars, or Disabled American Veterans), who assists veterans in filing their disability claims without charge.

15. Additionally, a veteran may choose to use a for-profit VA accredited agent, entity or attorney when filing a disability claim with the VA and seeking disability benefits or an increase in benefits.

16. In order for a for-profit agent, entity, or attorney to assist a veteran with filing a claim for VA Disability Compensation benefits, that for-profit agent, entity, or attorney must be accredited by the VA for such purpose.

17. Congress has empowered the VA to regulate the individuals and entities that can assist a veteran with filing a VA disability claim, and 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 [the] VA for such purpose." Additionally, Congress itself has made the same prohibition federal law under 38 U.S.C. § 5901(a).

18. Despite this clear prohibition, Defendant routinely and systematically assists claimants in the preparation, presentation, and prosecution of claims for VA benefits and charges an illegal,

substantial, unfair, and deceptive contingency fee for doing so, despite not being accredited by the VA.

19. Defendant's contingency fee for successfully obtaining VA Disability Compensation for a claimant is equal to five (5) times the amount of any monthly VA Disability Compensation increase that Defendant achieves for a claimant. For example, if Defendant increases a claimants monthly VA Disability Compensation by $1,000.00, then Defendant will charge that claimant $5,000.00 for its services in helping the claimant achieve that $1,000.00 monthly increase.

20. The contingency fee amount charged by Defendant is in violation of 38 CFR § 14.636(b) because "only **accredited** agents or attorneys may receive fees from claimants" in connection with assisting a veteran in a VA Disability Compensation claim, and Defendant is not accredited by the VA for such purpose.

21. Defendant's uniform contract asserts that they are just a "medical evidence development company", and as such they only "develop medical evidence to support VA disability claims." Furthermore, the contract asserts that Defendant is "not accredited to prepare VA claims" and will not prepare VA claims, complete VA forms, or file VA claims.

22. However, Defendant's services in developing "medical evidence to support VA disability claims" does in fact qualify as assisting claimants in the "preparation, presentation, and prosecution" of claims for VA benefits under 38 CFR § 14.629(b)(1) and 38 USC § 5901(a), since the development of medical evidence to support and prove that a claimant is disabled is a vital part in the preparation, presentation, and prosecution of a VA disability claim; and without such curated and compiled medical evidence to attach to a claimant's VA disability claim, such VA disability claim would be futile and unsuccessful.

23. Additionally, discovery will show that Defendant's services go beyond just curating and compiling medical evidence for a veteran to attach to their VA Disability Compensation claim. Instead, Defendant also performs other services including but not limited to: filling out, editing, and/or reviewing VA Disability Compensation applications for veterans; filing VA Disability Compensation applications on behalf of veterans; advising veterans on which medical ailments they should pursue in order to achieve a disability rating from the VA; scheduling doctor evaluation appointments for veterans in order to collect medical evidence; and coaching veterans on how to answer questions from doctors in order to get a favorable evaluation to send to the VA.

24. There is no provision in 38 CFR § 14.629, 38 CFR § 14.636, or 38 USC § 5901 that allows Defendant, an unaccredited entity, to prepare and present VA Disability Compensation claims to submit to the VA and to be compensated by veterans for doing so.

25. Therefore, all fees collected by Defendant are "unconscionable . . . unfair . . . or deceptive" under Fla. Stat. § 501.204(1) and are in violation of the Florida Deceptive and Unfair Trade Practices Act as they stem from conduct that is prohibited under federal law.

26. Plaintiffs seek to represent all similarly situated veterans who have paid Defendant in connection with the unlawful conduct and contract that is "unconscionable . . . unfair . . . or deceptive" under Florida law.

## CLASS REPRESENTATION ALLEGATIONS

27. Plaintiffs bring this action as a class action pursuant to Florida Rule of Civil Procedure 1.220. The proposed Class is defined as:

a. All Florida resident veterans who paid Defendant a fee, within four (4) years prior to the original filing date of this action, in connection with the preparation,

presentation, and/or prosecution of claims for VA Disability Compensation under a contract in substantially the same form as "Exhibit A."

28. Excluded from the Class are:

a. 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;

b. All judicial officers presiding over this action and their immediate family members; and

c. Any veteran who has timely and validly opted out of the Class.

29. The Class period is four (4) years prior to the original filing date of this action.

30. Plaintiffs reserve the right to amend the Class definition if warranted as a result of further investigation and discovery.

**Rule 1.220(a) Criteria**

31. Numerosity. Defendant's illegal scheme has harmed and continues to harm veterans throughout the State of Florida. The exact number of veterans charged illegal fees by Defendant is unknown, but discovery will show that possibly thousands of veterans have been harmed by Defendant's scheme. Moreover, Defendant's own website claims that they have "helped tens of thousands of people" get VA disability ratings ("Exhibit B"). Due to the nature of the work that is required to assist a veteran with a VA Disability Compensation claim, Defendant is able to interact with veterans online and/or over the phone and can conduct business throughout the entire State of Florida, therefore, the sheer scope and volume of Defendant's business supports a finding of numerosity and makes joinder of all Class members impracticable.

32. Commonality. There are multiple questions of law and fact common to the Class, including:

a. Whether Defendant's business practices are in violation of 38 U.S.C. § 5901(a), 38 CFR § 14.629(b)(1), and 38 CFR § 14.636(b);

b. Whether Defendant's violations of 38 U.S.C. § 5901(a), 38 CFR § 14.629(b)(1), and 38 CFR § 14.636(b) are in violation of the Florida Deceptive and Unfair Trade Practices Act;

c. Whether Defendant's actions, regardless of if they violate federal law, are in violation of the Florida Deceptive and Unfair Trade Practices Act; and

d. Whether Plaintiffs and other members of the Class have suffered damages and are entitled to relief.

33. Typicality. Plaintiffs' claims arise from the same unlawful practices and legal theories as those of the Class, making Plaintiffs' claims typical of the Class. Like all Class members, Plaintiffs are veterans of the United States Military who paid a standardized fee to Defendant for assistance with their VA Disability Compensation claim. The manner in which Defendant prepared, presented, and/or prosecuted the VA Disability Compensation claims of Plaintiffs was typical to the type of assistance that Defendant provides to other veterans, which is in accordance to standardized procedures. Furthermore, the documents and other records involved in Defendant's interactions with Plaintiffs were standardized and similar to those used for other veterans. Moreover, Plaintiffs suffered damages of the same type and in the same manner as the Class they seek to represent.

34. Adequacy of Representation. Plaintiffs will fairly and adequately represent and protect the interests of the Class. Plaintiffs' counsel are experienced in prosecuting class action claims and

will adequately represent the interests of the class. Plaintiffs' interest are aligned with the Class and there is no conflict of interest that will interfere with the maintenance of this class action.

**Rule 1.220(b)(3) Criteria**

35. Predominance and Superiority. Certification of this Class under Rule 1.220(b)(3) is appropriate for the following reasons:

a. The common questions of law and fact set forth herein, such as the legality of Defendant's fees and the appropriate measure of damages, predominate over any individual issues, and can be resolved on a class-wide basis.

b. A class action is superior to other available methods for fair and efficient adjudication of this controversy. The statutory claims under the Florida Deceptive and Unfair Trade Practices Act require only a simple identification of those veterans who are covered under the statute, and an act in violation of the statute.

c. Plaintiffs can identify the Class members once they receive a list of all veterans that entered into a contract with Defendant, similar to Exhibit A, and paid money to Defendant within 4 years of the filing date of this action, as evidenced by a standardized invoice/receipt. ("Exhibit C").

d. There are no unusual legal or factual issues that would create manageability problems.

e. Individual actions by potentially thousands of individual Class members would impose heavy burdens on the courts; be economically infeasible for many veterans given the potential for relatively small fees paid by each veteran to Defendant; create a risk of inconsistent and varying adjudications against Defendant; and could create incompatible standards of conduct.

f. Concentrating the litigation in a single forum will conserve judicial resources and ensure uniform relief for the Class.

**COUNT I: VIOLATION OF FLA. STAT. § 501.204(1)**
**(FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT)**

Plaintiffs repeat and re-allege each and every allegation contained in Paragraphs 1 through 35 of as if set out fully and completely herein and further allege:

36. Defendant's contract states that Florida law applies to the agreement between the parties regarding compensation to Defendant for developing "medical evidence to support VA Disability Claims."

37. The Florida Deceptive and Unfair Trade Practices Act states that "unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." Fla. Stat. § 501.204(1).

38. The purpose of the Florida Deceptive and Unfair Trade Practices Act is to "protect the consuming public . . . from those who engage in . . . unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Fla. Stat. § 501.202(2).

39. Under the Florida Deceptive and Unfair Trade Practices Act, a "trade or commerce" is defined as "the advertising, soliciting, offering, or distributing whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated." Fla. Stat. § 501.203(8).

40. In the instant case, Defendant's business qualifies as trade or commerce under Fla. Stat. § 501.203(8) since it involves the "advertising, soliciting, offering, or distributing" of the service of assisting veterans with their VA Disability Compensation claims.

41. Courts have used many standards to determine whether an act or practice is unfair or deceptive under this Act including but not limited to if the act or practice violates industry

standards and/or public policy, if the act is immoral, unethical, unscrupulous, dishonest, or substantially injurious to consumers, or seeks to deceive or take advantage of consumers.

42. Defendant's business acts or practices are a violation of the Florida Deceptive and Unfair Trade Practices Act because they occur in Florida and violate public policy by being immoral, unethical, unscrupulous, substantially injurious to consumers, or by seeking to deceive or take advantage of consumers, since the practices are based upon conduct that is in violation of federal law, and the practices result in veterans paying illegal and exorbitant fees for assistance in their VA Disability Compensation claims that the veterans would otherwise not have to pay if they were assisted by a VA accredited agent, attorney, or entity.

43. Additionally, courts have held that a violation of a regulatory statute that is designed to prevent unfair or deceptive conduct, or that is designed to protect consumers, can be considered a violation of the Florida Deceptive and Unfair Trade Practices Act.

44. Federal law, established under 38 U.S.C. § 5901 and 38 C.F.R. § 14, are regulations governing who can prepare and present claims for disability compensation to the VA and who can receive compensation from a veteran in connection with such services. Therefore, these regulations were designed and implemented to prevent unfair or deceptive conduct and to protect veterans from unscrupulous actors; and Defendant's business practice of routinely violating these regulations constitutes a violation of Fla. Stat. § 501.204(1).

45. Specifically, 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 [the] VA for such purpose."

46. Additionally, 38 C.F.R. § 14.636(b) plainly states that "[o]nly accredited agents and attorneys may receive fees from claimants or appellants for their services provided in connection with representation."

47. Defendant's acts are in violation of 38 C.F.R. § 14.629(b)(1) because Defendant assisted Plaintiffs in the preparation of their claims for VA Disability Compensation without first receiving accreditation by the VA.

48. Defendant assisted in the preparation of Plaintiffs' claims for VA Disability Compensation by developing, curating, and compiling the medical evidence to attach to Plaintiffs' VA Disability Compensation applications, which is vital to preparation, presentation, and prosecution of a VA disability claim since such medical evidence is used to support and prove that a claimant is disabled; and without such curated and compiled medical evidence to attach to a claimant's VA disability claim, such VA disability claim would be futile and unsuccessful.

49. Additionally, discovery will show that Defendant actually performed more services than just developing, curating, and compiling the medical evidence for Plaintiffs to attach to their VA Disability Compensation claims. Instead, Defendant also performs other services including but not limited to: filling out, editing, and/or reviewing VA Disability Compensation applications for Plaintiffs; filing VA Disability Compensation applications on behalf of Plaintiffs; advising Plaintiffs on which medical ailments they should pursue in order to achieve a disability rating from the VA; scheduling doctor evaluation appointments for Plaintiffs in order to collect medical evidence; and coaching Plaintiffs on how to answer questions from doctors in order to get a favorable evaluation to send to the VA.

50. Furthermore, Defendant's acts are in violation of 38 C.F.R. § 14.636(b) because Defendant received fees from Plaintiffs in connection with assisting Plaintiffs with their VA Disability Compensation claims.

51. Specifically, Plaintiff, DAMON OLIVER, signed a contract with Defendant on June 7, 2021, in order for Defendant to assist him with his VA Disability Compensation claim and to increase his disability rating and corresponding compensation.

52. Plaintiff, DAMON OLIVER, sought to increase his disability rating and compensation on the basis of a Mental Health Condition.

53. In order to achieve such an increase, Plaintiff, DAMON OLIVER, sent his medical records to Defendant and provided a statement to Defendant regarding the physical ailments and symptoms that he was experiencing.

54. Using this information, Defendant then filled out Plaintiff's, DAMON OLIVER, VA Disability Compensation application, compiled and curated Plaintiff's medical records and attached them to the application, and filed the application with the VA, even though Defendant was not accredited by the VA to engage in such services.

55. As a result of Defendant's services in assisting Plaintiff, DAMON OLIVER, in the preparation, presentation, and prosecution of his VA Disability Compensation Claim, Plaintiff's VA disability rating was increased from 60% to 90% and his monthly VA Disability Compensation increased by $998.82.

56. On June 13, 2022, Defendant sent Plaintiff, DAMON OLIVER, an invoice in the amount of $4,994.10, and asked Plaintiff to pay this amount in exchange for Defendant's services, even though Defendant is not legally authorized to receive compensation from veterans in exchange for assisting them with VA Disability Compensation claims. ("Exhibit D").

57. On June 16, 2022, Plaintiff, DAMON OLIVER, paid the entire $4,994.10 balance to Defendant. ("Exhibit E").

58. Similarly, Plaintiff, KERRY ISNER, signed a contract with Defendant on September 21, 2022, in order for Defendant to assist him with his VA Disability Compensation claim and to increase his disability rating and corresponding compensation. ("Exhibit F").

59. Plaintiff, KERRY ISNER, sought to increase his disability rating and compensation on the basis of headaches, lower back pain, a skin condition, and other disabilities.

60. In order to achieve such an increase, Plaintiff, KERRY ISNER, sent the medical records that he already had to Defendant and provided a statement to Defendant regarding the physical ailments and symptoms that he was experiencing.

61. Defendant then arranged several doctor appointments for Plaintiff, KERRY ISNER, in order to get more medical evidence deemed necessary for Plaintiff's claim.

62. Once Defendant received all of the necessary medical evidence, Defendant then reviewed Plaintiff's, KERRY ISNER, VA Disability Compensation application with Plaintiff, compiled and curated Plaintiff's medical records and attached them to the application, and filed the application with the VA, even though Defendant was not accredited by the VA to engage in such services.

63. As a result of Defendant's services in assisting Plaintiff, KERRY ISNER, in the preparation, presentation, and prosecution of his VA Disability Compensation Claim, Plaintiff's VA disability rating was increased from 10% to 70% and his monthly VA Disability Compensation increased by $1,319.65.

64. On June 8, 2023, Defendant sent Plaintiff, KERRY ISNER, an invoice in the amount of $6,598.25, and asked Plaintiff to pay this amount in exchange for Defendant's services, even

though Defendant is not legally authorized to receive compensation from veterans in exchange for assisting them with VA Disability Compensation claims. ("Exhibit G").

65. From June 2023 through October 2023, Plaintiff, KERRY ISNER, paid the entire $6,598.25 balance to Defendant in monthly installments. ("Exhibit H").

66. Additionally, Plaintiff, WARREN TREADWELL, signed a contract with Defendant on January 4, 2022, in order for Defendant to assist him with his VA Disability Compensation claim and to increase his disability rating and corresponding compensation. ("Exhibit I").

67. Plaintiff, WARREN TREADWELL, sought to increase his disability rating and compensation on the basis of PTSD.

68. In order to achieve such an increase, Plaintiff, WARREN TREADWELL, sent his medical records to Defendant and provided a statement to Defendant regarding the ailments and symptoms that he was experiencing.

69. Defendant then set up an evaluation with a psychologist for Plaintiff, WARREN TREADWELL, in order to get more medical evidence deemed necessary for Plaintiff's claim. Additionally, Defendant coached Plaintiff on how to answer the questions that the psychologist would ask him in order to receive a favorable evaluation from the psychologist and to help with his VA Disability Compensation claim.

70. After the evaluation was completed and once Defendant received all of the necessary medical evidence, Defendant then compiled and curated Plaintiff's, WARREN TREADWELL, medical records and attached them to the VA Disability Compensation application, and filed the application with the VA, even though Defendant was not accredited by the VA to engage in such services.

71. As a result of Defendant's services in assisting Plaintiff, WARREN TREADWELL, in the preparation, presentation, and prosecution of his VA Disability Compensation Claim, Plaintiff's VA disability rating was increased by 50% and his monthly VA Disability Compensation increased by $1,061.39.

72. On March 31, 2022, Defendant sent Plaintiff, WARREN TREADWELL, an invoice in the amount of $5,306.95, and asked Plaintiff to pay this amount in exchange for Defendant's services, even though Defendant is not legally authorized to receive compensation from veterans in exchange for assisting them with VA Disability Compensation claims. ("Exhibit J").

73. On April 1, 2022, Plaintiff, WARREN TREADWELL, paid the entire $5,306.95 balance to Defendant. ("Exhibit K").

74. Moreover, Plaintiff, CHRISTOPHER BAKER, signed a contract with Defendant on July 11, 2022, in order for Defendant to assist him with his VA Disability Compensation claim and to increase his disability rating and corresponding compensation. ("Exhibit L").

75. Plaintiff, CHRISTOPHER BAKER, sought to increase his disability rating and compensation on the basis of PTSD, headaches, cervical strain, tinnitus, and knee and shoulder ailments.

76. In order to achieve such an increase, Plaintiff, CHRISTOPHER BAKER, sent his medical records to Defendant and provided a statement to Defendant regarding the physical ailments and symptoms that he was experiencing.

77. Defendant then arranged several doctor appointments for Plaintiff, CHRISTOPHER BAKER, in order to get more medical evidence deemed necessary for Plaintiff's claim.

78. Once Defendant received all of the necessary medical evidence, Defendant then filled out and reviewed Plaintiff's, CHRISTOPHER BAKER, VA Disability Compensation application,

compiled and curated Plaintiff's medical records and attached them to the application, and filed the application with the VA, even though Defendant was not accredited by the VA to engage in such services.

79. As a result of Defendant's services in assisting Plaintiff, CHRISTOPHER BAKER, in the preparation, presentation, and prosecution of his VA Disability Compensation Claim, Plaintiff's VA disability rating increased from 0% to 90% and his monthly VA Disability Compensation increased by $2,353.39.

80. From November 2, 2022, through November 30, 2023, Defendant sent Plaintiff, CHRISTOPHER BAKER, a total of five (5) invoices for a combined balance of $12,140.97, and asked Plaintiff to pay this amount in exchange for Defendant's services, even though Defendant is not legally authorized to receive compensation from veterans in exchange for assisting them with VA Disability Compensation claims.

81. From November 3, 2022, through November 30, 2023, Plaintiff, CHRISTOPHER BAKER paid Defendant the entire $12,140.97 balance in various installment payments. ("Exhibit M").

82. Furthermore, Plaintiff, RANDALL COATES, signed a contract with Defendant sometime in April of 2023, in order for Defendant to assist him with his VA Disability Compensation claim and to increase his disability rating and corresponding compensation.

83. Plaintiff, RANDALL COATES, sought to increase his disability rating and compensation due to an array of physical ailments and disabilities.

84. In order to achieve such an increase, Plaintiff, RANDALL COATES, sent his medical records to Defendant and provided a statement to Defendant regarding the physical ailments and symptoms that he was experiencing.

85. Using that information, Defendant then gave advice to Plaintiff, RANDALL COATES, on which specific disabilities he should apply for based on his stated ailments and symptoms. Additionally, Defendant edited and reviewed Plaintiff's VA Disability Compensation application, compiled and curated Plaintiff's medical records and attached them to the application, and filed the application with the VA, even though Defendant was not accredited by the VA to engage in such services.

86. As a result of Defendant's services in assisting Plaintiff, RANDALL COATES, in the preparation, presentation, and prosecution of his VA Disability Compensation Claim, Plaintiff's VA disability rating was increased from 0% to 90% and his monthly VA Disability Compensation increased by $2,195.39.

87. From June through August of 2023, Defendant sent Plaintiff, RANDALL COATES, invoices for a combined balance of $11,544.83, and asked Plaintiff to pay this amount in exchange for Defendant's services, even though Defendant is not legally authorized to receive compensation from veterans in exchange for assisting them with VA Disability Compensation claims.

88. From June 30, 2023, through October 30, 2023, Plaintiff, RANDALL COATES paid Defendant the entire $11,544.83 balance in monthly installment payments. ("Exhibit N").

89. As outlined above, Defendant assisted Plaintiffs in the preparation, presentation, and prosecution of their claims for VA Disability Compensation, and Defendant is not accredited by the VA for this purpose. Additionally, Defendant collected fees from Plaintiffs in exchange for assisting Plaintiffs with their VA Disability Compensation claims without receiving authorization by the VA to collect such fees.

90. Defendant's collection of fees for assisting Plaintiffs in the preparation, presentation, and prosecution of Plaintiffs' VA Disability Compensation claims violates 38 U.S.C. § 5901(a),

38 C.F.R. § 14.629(b)(1) and 38 C.F.R. § 14.636(b) because Defendant is not accredited by the VA to assist veterans in the preparation, presentation, and/or prosecution of VA Disability Compensation claims and is not eligible to receive compensation for such services.

91. As a result of Defendant's unlawful fees, Plaintiffs have paid Defendant at least $40,585.10 more than is permitted by federal regulation.

92. Defendant has employed similar practices to charge unlawful fees to members of the Class and Defendant collects these amounts in open violation of federal law.

93. Therefore, Defendant's acts violate federal regulations in the following way:

a. Helping claimants prepare and present their VA Disability Compensation claims while being unaccredited; and

b. Receiving compensation for VA claims assistance while being unaccredited.

94. As a result of Defendant's violations of federal law, Defendant is in violation of the Florida Deceptive and Unfair Trade Practices Act because it is violating regulations that are designed to protect consumers, and because, through its violations, it is engaging in unethical and unscrupulous business practices that substantially injure veterans by making them pay illegal and exorbitant fees for assistance in their VA Disability Compensation claims that the veterans would otherwise not have to pay if they were assisted by a VA accredited agent, attorney, or entity.

95. As a direct and proximate cause of Defendant's violations, Plaintiffs and other class members have been harmed and suffered actual damages by paying unlawful and exorbitant fees to Defendant that were assessed and collected by Defendant in violation of federal law and the Florida Deceptive and Unfair Trade Practices Act.

96. As a direct and proximate cause of Defendant's violations, Plaintiffs and the Class are entitled to actual damages, injunctive relief, attorney's fees, and court costs pursuant to Fla. Stat. §§ 501.211 and 501.2105.

WHEREFORE, Plaintiffs demand judgment for damages, injunctive relief, and attorney's fees and court costs against Defendant, and a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that the Court enter an Order:

A. Certifying this action as a class action as provided by Florida Rule of Civil Procedure 1.220, appointing Plaintiffs as Class Representative, and appointing the undersigned attorneys and their firm as Class Counsel;

B. That this Court enter judgment in favor of Plaintiffs and the Class for Defendant's violation of Fla. Stat. § 501.204(1);

C. That this Court award actual damages sustained by Plaintiffs and the Class in an amount to be proved at trial;

D. That this Court order that any outstanding debts still owed by the Class under Defendant's contract are void;

E. That this Court award Plaintiffs and the Class reasonable attorney's fees and court costs incurred in this action pursuant to Fla. Stat. §§ 501.211 and 501.2105;

F. That this Court enjoin Defendant, pursuant to Fla. Stat. § 501.211, from further violations of Fla. Stat. § 501.204(1), 38 U.S.C. § 5901(a), 38 C.F.R. § 14.629(b)(1), and 38 C.F.R. § 14.636(b);

G. That this court award Plaintiffs and the Class any pre-judgment and post-judgment interest as may be allowed under the law; and

H. That this Court award such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a trial by jury of all issues so triable.

WHEREFORE, Plaintiffs pray that upon final judgement they may recover a judgement against Defendant for prejudgment interest as allowed by law: post judgment interest as allowed by law; actual damages; costs and expenses of this lawsuit; injunctive relief; and any other such relief, at law or equity, to which Plaintiffs may be justly entitled.

Respectfully submitted this 27th day of March 2026.

**DOUGLAS LAW FIRM**

By: */s/ Charles T. Douglas, Jr.*
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# EXHIBIT “A”

and Sign Document ID: P3UKAQUULAJR_0U8WV5ZA5AU5WVSPUAT1UTYT7KAKIORS5

TRAJECTOR MEDICAL

VET COMP & PEN *MEDICAL CONSULTING*

**Trajector Medical's** (as a d/b/a of Vet Comp & Pen Medical Consulting, LLC) mission is to improve the lives of Veterans by providing professional medical evidence development and medical consulting services to help Veterans identify potential VA disability benefits that they medically, legally and ethically qualify for. Our entire services agreement with you is detailed within this document, the attached FAQs, and the Notice of Privacy Practices.

| | WE PROMISE TO | | YOU PROMISE TO |
|---|---|---|---|
| A | Evaluate your medical evidence and the various medical symptoms you suffer from and help you understand the potential VA disabilities you may qualify for. These services are provided under the federal VA rating disability evaluation standards and are not intended for the purpose of medical care or treatment. In applying the federal VA standards, it may be necessary for you to obtain an evaluation and diagnosis of your medical symptoms from a treatment provider for us to provide additional supportive evidence.<br><br>Our evaluation includes the use of proprietary technology we have developed through careful review of trends in health conditions and ratings for over 100,000 Veterans. The technology can aid in identifying potential health conditions and theories of service connection for us to consider in reviewing your medical history and symptoms. | A1 | Establish a free VA.gov eBenefits account to file your medical evidence package with the VA as a finally rendered and monitor your claim progress. |
| | | A2 | **NEVER** indicate or suggest that we are your VA representative. You understand that we will not prepare, present, file, and/or prosecute a claim on your behalf, and we only provide medical evidence development and medical consulting services. You are free to engage with a VA accredited VSO agent or attorney to assist you with preparing, presenting, filing, and/or prosecuting your claim. However, we are unable to refer you in any of those activities. |
| B | When supported by medical evidence, we seek to establish a nexus, or link between your disability condition and your military service, evaluating DIRECT, AGGRAVATION, SECONDARY, and PREEXISTING paths to VA Service Connection. We also provide medical consulting to help you document your symptoms as they apply to the federal VA standards. | B1 | Go to a VA Compensation & Pension examiner or private medical provider to establish a formal medical diagnosis and documentation of symptoms as required at your expense. While we review medical files and diagnoses, we do not provide examinations or diagnose medical conditions. |
| C | When supported by the medical evidence, we develop a comprehensive Medical Opinion addressing your symptoms, diagnosis and a medical nexus between your military service and your symptoms to support VA Service Connection. | C1 | Ensure the accuracy of all claim related information before you provide it to the VA and assume all liability for any misrepresentations you make. |
| D | Use our medical knowledge to evaluate all the federal VA medical diagnostic codes that may apply to your symptoms, so that you can understand the potential VA disability ratings you may medically, legally and ethically qualify for. | D1 | Keep a log/record of all communications you have with the VA and provide us any VA letters or C&P exam requests when you receive them. You are responsible for ensuring you meet VA filing deadlines. You authorize us, and any officers of ours, to use manual or automated means to communicate with you via email, text messaging, voicemail or mobile phone and understand that all calls may be recorded. |
| E | Refer you to other parties who can assist you better if we do not believe we are the best fit for one of your needs. | E1 | Understand we may not be able to help/review/provide consulting to you for any disability. |
| F | Act in accordance with the laws and regulations that enable private medical professionals to develop evidence in support of VA claims. | F1 | Either complete all VA forms by yourself or get assistance from a person accredited by the VA to complete VA forms. |

| | OUR PROMISE REGARDING OUR FEES | | YOUR PROMISE REGARDING OUR FEES |
|---|---|---|---|
| G | We do not charge for anything other than medical evidence development and consulting services, which are based on information you provide us. You do not pay us unless you receive an increase to your VA disability pay. We do not charge any up front fees, so we rely on you following through with the VA and sharing the results of your disability progress with us.<br><br>We do not require you to pay us out of the disability compensation you are paid each month. We do not ask or require you to assign us your disability compensation, medical benefits, or any other rights. We agree to advance our services to you with no advanced payment. HOWEVER, we want to be fair in the to be paid as soon as you receive an increase in benefits. | G1 | You promise to take the process and your VA claim seriously and not miss any VA deadlines or appointments and to respect the VA staff and their required procedures. |
| | | G2 | You promise to contact us as soon as you receive your VA claim notification letter and your VA rating decision letter and provide us a copy of those letters so we can confirm the accuracy of the assigned effective date, confirm your awarded disability rating percentage is consistent with your medical evidence and the 38 CFR guidelines, and determine if you're eligible for any SMC (special Monthly Compensation) based on your medical evidence. |
| | | G3 | You promise to pay our standard fee, which is equal to five (5) times the amount your monthly VA compensation increases by. In addition, Trajector Medical may charge a monthly service charge on amounts not paid when due from the date they are due paid at the lesser of 1% per month per month or the maximum legal rate. However, if you pay your balance in full within ninety (90) days of the date on your VA claim notification letter, we will waive your monthly service charges. You agree that N/A fee and any additional monthly service charges is not a loan or indebtedness but rather viewed as part of the fee for the services we provide for. You shall pay all costs of collection, including, without limitation, reasonable attorney fees. |
| | | G4 | Once your claim is approved, you promise to pay your invoice by one of the following methods:<br>(a) Pay our fee in one lump sum within 10 days of receipt of our invoice; or<br>(b) Enroll in our Automatic Monthly Payment Program if you wish to divide your invoiced into equal payments up to 5 months; or<br>(c) Make 2 to 5 equal monthly payments PLUS an additional $10 service charge each month if you choose to make payments via mail, online, or telephone that can not processed through our Automatic Monthly Payment Program. |
| | | G5 | With an increase in your monthly VA pay, you will often receive retro pay back to the effective date of your claim. You promise to pay our invoice as quickly as possible after your claim is approved. |
| | | G6 | You authorize us to act on your behalf and use your Protected Health Information for the limited purpose of ensuring that we can be notified of any changes to your medical conditions or disability rating(s) status. |

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TRAJECTOR MEDICAL

## SUPPLEMENTAL FEE INFORMATION

**H** We do not believe in hidden fees. Our agreement fee information below details fees that may be applicable to you, based on your unique circumstances.

**H1** **Appeal Claims** - For engaging in additional evidence development and medical consulting as well as preparing Trajector Medical's initial appeal, you promise to pay us our standard case fee, plus a 10% supplemental fee equal to 10% of what your monthly VA compensation increases by from the number of months between the effective date and the award.

**H2** **COLA Awards** - On any COLA (cost of living adjustment) or "cola award", you promise to pay us our standard fee plus 10% of the current increase (amount) awarded in the standard cola options. Does not include cola awards from other claims or decisions.

**H3** **Convalescence Claims** - For a temporary 100% convalescence claim, you promise to pay us our standard fee, plus 10% of the gross total income awarded for the convalescent period.

**H 4** **Concurrent Retirement Disability Pay (CRDP)** - Military retirees that are below a 50% VA rating receive their VA disability pay on an offset. We cannot charge a contingency fee on CRDP. However, if your military disability rating is at 50% or higher. Once the threshold is reached, you promise to pay us ten (10) times our monthly increase, ten-zero option ($0) to your new, greater total monthly VA compensation that you receive.

**H5** **Comprehensive Record Reviews** - If a comprehensive review of your combined 1000+ page claim file, www.trajectorMD.com/supplementalfees

**H6** **Independent Medical Examination (IME) Reimbursements** - Should approval of expenses advancement by us for any IME's from approved third party medical providers be the event we you and Trajector Medical agree that you would benefit from being evaluated by a third party medical provider, Trajector Medical may agree to advance a significant portion of the expenses to those IME providers associated with the IME's approved, you promise to reimburse us for any IME expenses we've already paid for you. The IME expenses will be subject to your access to the services.

## WE ARE NOT

**I** We are a medical evidence development and medical consulting service company, and WE ARE NOT a law firm nor VA accredited agents. WE WILL NOT AND CAN NOT provide legal advice and we do not represent you or act as the VA benefits claim. WE ARE NOT affiliated with the VA. As a medical evidence development and medical consulting company, WE DO NOT guarantee the outcome of your claims. As a medical evidence development company, WE DO NOT and shall not provide medical opinion or prescribe medication. WE DO NOT receive any support from the VA.

WE DO NOT ASSIST VETERANS IN DEFRAUDING THE VA.

## PLEASE PRINT AND SIGN BELOW

This agreement may be cancelled at any time by either party, the cancellation date will be the date the non-cancelling party acknowledges the cancellation request via email or the date of certified mail delivery receipt. You agree that once we provide you medical evidence packages, which may be in your VA claim file, or submit the medical evidence package we provided, You promise to pay us even if this agreement has been cancelled or terminated by the license or your VA pay. You agree to use one of the payment methods we provide to you at an option to pay our fee.

We may collaborate with, or refer you to, other parties that is not owned, or operated by you which we may have a financial interest in. Your engagement with any other party is optional, and at your sole discretion. Any expenses associated with any third party providers will be your own expense and separate from this agreement.

You acknowledge the medical evidence work and not limited to, confidential and copyright protected work product and the trade secret and proprietary information of us, are exclusively owned by us. You are restricted from publishing, reproducing, distributing, or sharing any of our content or processes with any party (other than scheduling your receipt of evidence packages to the VA) unless you have specific written permission in writing from our General Manager. The unauthorized theft of its confidentiality and non-disclosure provisions may cause irreparable financial damage and you will be held liable for such breach.

This agreement may also be enforced by Trajector Medical successor(s) or assigns to the same and to extent as Trajector Medical, and shall nothing in this agreement or otherwise, shall limit Trajector Medical's ability to assign this agreement or Trajector Medical rights. Trajector Medical may be required to seek prior consent from you or for your signature, you hereby waive your rights to any such future requirement or signature.

This agreement, and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of Florida without giving any conflicts of law principles.

If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Manatee County, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If that mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in Manatee County, Florida, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court with jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

While we do help you collect evidence to support VA disability claims and provide medical opinions, we do not accredited to prepare VA claims. To do so VA claim, you must complete VA forms. You do not always have to sign your information onto VA forms and that you are responsible for the accuracy of all information that you submit and decide to submit to the VA.

You further acknowledge that if you submit a VA form that you completed without our assistance but VA informs you, you will obtain, first such confidence it could have a positive or could be. But VA to prepare VA claim.

In the event any provision of this agreement is held to be unenforceable or void for any reason, the remainder of this agreement shall be modified and shall remain in full force and effect in accordance with its terms.

[redacted] PRINTED NAME | [redacted] SIGNATURE | [redacted] SOCIAL SECURITY NUMBER | [redacted] DATE OF BIRTH | [redacted] DATE

[redacted] PHONE # | [redacted] EMAIL | [redacted] ALTERNATE CONTACT (e.g. SPOUSE) | [redacted] ALTERNATE CONTACT PHONE # /EMAIL

[redacted] ADDRESS | [redacted] CITY | [redacted] STATE | [redacted] ZIP

TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING % [redacted] THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY $ [redacted]

ono Sign Document ID: F0UKAQCULAJR_0U0VV52A5A1C0VV3FDAT1UTT17KAA1UA58

TRAJECTOR
MEDICAL

# FAQ - FREQUENTLY ASKED QUESTIONS

| | |
|---|---|
| 1 | RETAINS SECTION 5A.1 **What's the difference between Trajector Medical and free VSO or DAV services?** |
| | Trajector Medical provides professional medical evidence development services and medical consulting services by (typically) our team of physicians to your disorder and the VA rating schedule to evaluate your current symptom and/or VA disability ratings. You determine the claims you wish to pursue and the extent of our services to be provided. Medical evidence and consulting in support of your claim. For some conditions, we may be able to provide VBA nexus statements at no charge or refer you to a medically credentialed provider who can complete a medical opinion. For circumstances too ill-fitting your claim or appeal. A VSO cannot help you file a claim or appeal however they generally lack professional medical experience to fully evaluate your medical evidence or symptoms, rarely assist or provide resources to obtain the vital evidence you may need. |
| 2 | RETAINS SECTION 5B.1(C) **Do you provide nexus letters?** |
| | There are several routes to service connection for every potential disability. We do our best to evaluate and develop valuable medical evidence to assist in linking your disability by condition to your military service, where appropriate. |
| 3 | RETAINS TO SECTION 5F.1 **What is a specialized Independent Medical Opinion, and why do I pay more for it?** |
| | A specialized Independent Medical Opinion is developed by evaluating all your symptoms and medical evidence, applying this to statistically valid and reliable medical literature to support a link, or nexus, between your current disability condition and your service. This requires the work of a highly trained medical professional and may provide the vital evidence needed to win service connection for a disability. **Not all cases require this specialized evidence.** |
| 4 | RETAINS TO SECTION 5D.1 **Why is it important to keep Trajector Medical informed?** |
| | Our medical evidence is most effective when we are made aware of updates that impact your claim or appeal as you know about them. |
| 5 | RETAINS TO SECTION 4.1(E) **What if you cannot help with my case?** |
| | We strive to help as many Veterans as possible receive the benefits they are medically, legally and factually entitled to. We are a medical evidence development and medical consulting company and can only help with claims supported by medical evidence. We are simply unable to help all Veterans develop supporting evidence for disability claims. If we determine we are unable to help you, we will recommend alternative options that may be able to assist you. |
| 6 | RETAINS SECTION 5C.1 **Will the VA still call me in for an examination if I use your company?** |
| | Anytime you file for VA disability benefits, and you are currently VA rated, the VA can contact you to evaluate your disabilities at any time. Trajector Medical has no control over your VA examination, and we recommend you attend any scheduled exam with the VA to properly evaluate your claim for benefits. |
| 7 | RETAINS TO SECTION 3 **When do I pay you?** |
| | You will only owe Trajector Medical if your VA disability benefit compensation increases. We ask that you pay us first when you receive your increase in monthly benefit. If you are unable to pay your balance in full when invoiced, we offer automatic monthly payment plans. Once your invoice is paid, we will review your case for additional claims or appeals if your claim is denied. |
| 8 | RETAINS TO SECTIONS 3 (SPECIFICALLY) **Can you provide an example of how your standard fees are calculated?** |
| | **Standard Fee Examples:** If your VA pay goes up $700 per month you promise to pay us $3,500 (5 x $700 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $3,500 (5 X $700 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($3,500 plus the 1% monthly service charge).<br><br>Your VA pay may increase substantially depending on your claimed rating and the severity of your disability. If your VA pay goes up $2,000 per month you promise to pay us $10,000 (5 X $2000 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $10,000 (5 X $2000 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($10,000 plus the 1% monthly service charge). |
| 9 | RETAINS TO SECTION 3 **Are there any "hidden fees"?** |
| | No. Our agreement outlines our standard fee and if applicable, supplemental fees. Some claims may benefit from an independent examination by a licensed specialist (e.g. Psychology, Psychiatry, etc.). We do not have these specialists on staff, so we may refer you to a specialist who will charge a fee for the evaluation. Although this may be the best possible evidence for your claim, there is no obligation to the third-party. We may refer you to an outside legal team specializing in VA disability claims that will charge a contingency fee only if you win your case. Partner Note: If our evidence leads to a win on appeal, you are still responsible to pay for work done by our medical team at the agreement. |
| | Below is an example of how a supplemental fee would be calculated:<br>A client at 30% being paid $450 increases to 50%, being paid $900 with an effective date of 2-3-18 and a Rating Decision Letter (RDL) dated 4-15-19. |
| | • **Appeals & Non-Conforming Claims:** $450 x 15= $6,750 x 10% = $675 added to the standard fee<br>• **CUE Claim:** $450 x 15= $6,750 x 25% = $1,687.50 added to the standard fee |
| | **Convalescence Claim:** A client at 70% being paid $450 increases to a temporary 100% being paid $1,000, with an effective date of 10-1-19 and a Rating Decision Letter (RDL) dated 12-15-19. 3 months ($2,550 x 12 months) = $30,600 x 20% = $6,120 added to the standard fee |
| | **Cope:** A military retiree client at 30% being paid $450 increased to 50% being paid $900. New VA Disability compensation of $900 x 5 = $4,500 (5 years total) |
| 10 | RETAINS SECTION 5D.1 **Why do I have to pay more for medical evidence developed in support of Appealed Claims?** |
| | Appeal claims can be a complex and lengthy process. We dedicate our medical evidence work and provide valuable evidence for your case on first and most modifications to appeal claims. Due to the added complexity and use of additional resources, we charge a small supplemental fee of 10% of your increased disability compensation (more fee's for number of months between the effective date and award date). This is in addition to the standard fee you will owe us at your case win. |
| 11 | RETAINS TO SECTION 4 **What is a CUE Claim?** |
| | Sometimes our medical team, or the VA, will identify a VA error in the original rating. If our team can identify an oversight in the medical evidence available to the VA at the original time of the assigned rating, you may be awarded retro pay back to the original effective date of the assigned disability rating. |
| 12 | RETAINS TO SECTION 4 **If I am paying you, why can't you file my claims for me?** |
| | We are a boots on the ground medical evidence development and medical consulting company. As such, we have no affiliation with the VA and cannot represent Veterans before the VA in any way. |
| 13 | RETAINS TO SECTION 4 **What happens if the VA denies my claim?** |
| | We cannot guarantee that any VA disability claim will be approved. Since the VA ultimately makes this decision. However, you have the option to appeal the decision. |

# EXHIBIT “B”



# Our Medical Specialists are Ready to Help You with the medical evidence you need for the Benefits You're Qualified For

> Trajector has been a major blessing in my life this past year. I didn't know this was possible!
>
> *— Kenneth B, U.S. Navy Veteran*

## About Trajector

A Veteran-owned and operated company founded in 2014 providing medical evidence services to support your pursuit of the disability benefits you medically, legally, and ethically qualify for.

We've helped tens of thousands of people like you to get the most accurate disability rating their conditions warrant.

Answer the questions below to begin your FREE Medical Evidence Consultation

"*" indicates required fields

Do you have a disability that prevents you from working a full-time job? *

- ◯ Yes
- ◯ No

Are you a Veteran? *

- ◯ Yes
- ◯ No

First Name *

Last Name *

Age *

# EXHIBIT “C”

From: Danielle Kowacz <danielle.kowacz@trajector.com>
Date: 6/8/23 11:59 (GMT-05:00)
To: INV-79517 <[redacted]>
Subject: Congratulations on your payment increase! Please see your enclosed invoice.

TRAJECTOR
MEDICAL

Hi [redacted],

Congratulations on the increase in your benefits! We're thrilled that our services could support your new life trajectory.

**A payment is due soon to Trajector Medical.** Please see the invoice below.

Trajector Medical
410 SW 140th Terrace
Newberry, Florida 32669
United States

**Invoice**
**Date**: Jun 8, 2023 10:01 AM
**Invoice#**: INV-79517

TO:
[redacted]

| | |
|---|---|
| Medical Evidence and Consulting Services Fee - Retired (1) | $6598.25 |

Invoice Total: $ 6,598.25

$ 1,319.65 due by Jun 18, 2023

Make a Payment

**Make a payment today! Tap the red button to visit our payment portal.**

If you have questions or need assistance with your invoice, please reply to this email or call one of the numbers below.

Thank you for trusting Trajector Medical, and thank you for your service.

Trajector Medical
Invoicing: 1-800-718-8066
Payments: 1-855-472-3203
www.trajectormedical.com

TRAJECTOR
MEDICAL

SECURITY NOTICE: Regulations require encrypted messaging systems for confidential communications. Our company uses TLS 1.2 encryption to secure information transmitted to us and from us. Although it is unlikely, there is a possibility that information you include in an e-mail can be intercepted and read by other parties besides the person to whom it is addressed. If asked to transmit any personal or health related documents (PHI/PII), please reach out to your assigned representative for a personalized secure link.

CONFIDENTIALITY NOTICE: The information contained in this e-mail 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.

# EXHIBIT “D”

From: **Krissian Ramirez** <krissian.ramirez@trajector.com>
Date: Wed, Jun 15, 2022 at 1:22 PM
Subject: Trajector Medical Update Invoice
To: INV-44442 <[redacted]>

Hello Damon,

Your VA disability benefits compensation for which you are medically, legally and ethically qualified has increased, and we're thrilled our services could support your new life trajectory.

The invoice below has been updated.

Trajector Medical
410 SW 140th Terrace
Newberry, Florida 32669
United States

**Invoice**
**Date**: Jun 13, 2022 09:24 AM
**Invoice#**: INV-44442

TO:
Damon Oliver
[redacted]
Jacksonville, Fl 32258

| Description | Unit Price |
| --- | --- |

Medical Evidence and Consulting Services Fee (1) $4994.1

Invoice Total: $ 4,994.10

Remaining Balance Due: $ 4,994.10

$ 998.82 due by Jun 23, 2022

Make a Payment Today!

**Make your payment today by clicking the red button and you will be taken to our payment portal.**

If you have questions or need assistance with your invoice, please reply to this email or call the number below.

Thank you for trusting Trajector Medical, and thank you for your service.

Trajector Medical
Invoicing: 1-800-718-8066
Payments: 1-855-472-3203
www.trajectormedical.com

# EXHIBIT “E”

From: **Team R** <info@vetcompandpen.com>
Date: Thu, Jun 16, 2022 at 3:58 PM
Subject: Thank You – Your Balance is Paid!
To: [redacted]

Hello Damon,

The VA disability benefits for which you are medically, legally and ethically qualified increased and are yours to enjoy. How will you improve your life trajectory? Please share your story with us on Facebook or Google.

**This email serves as a confirmation that the medical evidence development services for the claims listed below have been paid in full to** Trajector **Medical.**

Trajector Medical
410 SW 140th Terrace
Newberry, Florida 32669
United States

**Invoice**
**Date**: 13-Jun-2022 14:24:55
**Invoice#**: INV-44442

TO:

Damon Oliver
[redacted]
Jacksonville, Fl 32258

| Description | Unit Price |
|---|---|
| Medical Evidence and Consulting Services Fee (1) | $4994.1 |

Invoice Total: $4994.1

Payments Made

Date: 16th June 2022 Amount: $4994.1 Fee: $0 Method: Credit Card

Total Balance Paid: $4994.1

Remaining Balance: $0

**Date Paid in Full:**

Is there additional compensation that you're medically, legally and ethically qualified for? Take our next-round survey to see if you're leaving disability benefits on the table. Take our next-round survey to see if you're leaving VA disability benefits on the table.

Start my next round!

Thank you for trusting Trajector Medical, and thank you for your service.

Trajector Medical
1-800-718-8066
www.trajectormedical.com

Unsubscribe - Unsubscribe Preferences

# EXHIBIT “F”

and Sign Document ID: P3UKAQUULAJR_0U8WV5ZA5AU5WVSPUAT1UTYT7KAKIORS5

TRAJECTOR MEDICAL

VET COMP & PEN *MEDICAL CONSULTING*

**Trajector Medical's** (as a d/b/a of Vet Comp & Pen Medical Consulting, LLC) mission is to improve the lives of Veterans by providing professional medical evidence development and medical consulting services to help Veterans identify potential VA disability benefits that they medically, legally and ethically qualify for. Our entire services agreement with you is detailed within this document, the attached FAQs, and the Notice of Privacy Practices.

| | WE PROMISE TO | | YOU PROMISE TO |
|---|---|---|---|
| A | Evaluate your medical evidence and the various medical symptoms you suffer from and help you understand the potential VA disabilities you may qualify for. These services are provided under the federal VA rating disability evaluation standards and are not intended for the purpose of medical care or treatment. In applying the federal VA standards, it may be necessary for you to obtain an evaluation and diagnosis of your medical symptoms from a treatment provider for us to provide additional supportive evidence.<br><br>Our evaluation includes the use of proprietary technology we have developed through careful review of trends in health conditions and ratings for over 100,000 Veterans. The technology can aid in identifying potential health conditions and theories of service connection for us to consider in reviewing your medical history and symptoms. | A1 | Establish a free VA.gov eBenefits account to file your medical evidence package with the VA as a finally rendered and monitor your claim progress. |
| | | A2 | **NEVER** indicate or suggest that we are your VA representative. You understand that we will not prepare, present, file, and/or prosecute a claim on your behalf, and we only provide medical evidence development and medical consulting services. You are free to engage with a VA accredited VSO agent or attorney to assist you with preparing, presenting, filing, and/or prosecuting your claim. However, we are unable to help you in any of those activities. |
| B | When supported by medical evidence, we seek to establish a nexus, or link between your disability condition and your military service, evaluating DIRECT, AGGRAVATION, SECONDARY, and PRESUMPTIVE paths to VA Service Connection. We also provide medical consulting to help you document your symptoms as they apply to the federal VA standards. | B1 | Go to a VA Compensation & Pension examiner or private medical provider to establish a formal medical diagnosis and documentation of symptoms as required at your expense. While we review medical files and diagnoses, we do not provide examinations or diagnose medical conditions. |
| C | When supported by the medical evidence, we develop a comprehensive Medical Opinion addressing your symptoms, diagnosis and a medical nexus between your military service and your symptoms to support VA Service Connection. | C1 | Ensure the accuracy of all claim related information before you provide it to the VA and assume all liability for any misrepresentations you make. |
| D | Use our medical knowledge to evaluate all the federal VA medical diagnostic codes that may apply to your symptoms, so that you can understand the potential VA disability ratings you may medically, legally and ethically qualify for. | D1 | Keep a log/record of all communications you have with the VA and providers and VA letters re C&P exam requests when you receive them. You are responsible for ensuring you meet VA filing deadlines. You authorize us, and any officers of ours, to use manual or automated means to communicate with you via email, text messaging, voicemail or mobile phone and understand that all calls may be recorded. |
| E | Refer you to other parties who can assist you better if we do not believe we are the best fit for any of your needs. | E1 | Understand we may not be able to help/review/provide consulting to subjects very objectively. |
| F | Act in accordance with the laws and regulations that enable private medical professionals to develop evidence in support of VA claims. | F1 | Either complete all VA forms by yourself or get assistance from a person accredited by the VA to complete VA forms. |

| | OUR PROMISE REGARDING OUR FEES | | YOUR PROMISE REGARDING OUR FEES |
|---|---|---|---|
| G | We do not charge for anything other than medical evidence development and consulting services, which are based on information you provide us. You do not pay us unless you receive an increase to your VA disability pay. We do not charge any up front fees, as we rely on your following through with the VA and sharing the results of your disability progress with us.<br><br>We do not require you to pay us out of the disability compensation you are paid each month. We do not ask or require you to assign us your disability compensation, medical benefits, or any other rights. We agree to advance our services to you with no advanced payment. HOWEVER, we want to be fair in the to be paid as soon as you receive an increase in benefits. | G1 | You promise to take the process and your VA claim seriously and not miss any VA deadlines or appointments and to respect the VA staff and their required procedures. |
| | | G2 | You promise to contact us as soon as you receive your VA claim notification letter and your VA rating decision letter and provide us a copy of those letters so we can confirm the accuracy of the assigned effective date, confirm your awarded disability rating percentage is consistent with your medical evidence and the 38 CFR guidelines, and determine if you're eligible for any SMC (special Monthly Compensation) based on your medical evidence. |
| | | G3 | You promise to pay our standard fee, which is equal to five (5) times the amount your monthly VA compensation increases by. In addition, [redacted] Medical may charge a monthly service charge on amounts not paid when due from the date they are paid at the lesser of 1% per month per month or the maximum legal rate. However, if you pay your balance in full within ninety (90) days of the date on your VA claim notification letter, we will waive your monthly service charges. You agree that N/A Inc and any additional monthly service charges is not a loan or indebtedness but rather viewed as part of the fee for the services we provide for. You shall pay all costs of collection, including, without limitation, reasonable attorney fees. |
| | | G4 | Once your claim is approved, you promise to pay your invoice by one of the following methods:<br>(a) Pay our fee in one lump sum within 10 days of receipt of our invoice; or<br>(b) Enroll in our Automatic Monthly Payment Program if you wish to divide your invoiced into equal payments up to 5 months; or<br>(c) Make 2 to 5 equal monthly payments PLUS an additional $10 service charge each month if you choose to make payments via mail, online, or telephone that can not processed through our Automatic Monthly Payment Program. |
| | | G5 | With an increase in your monthly VA pay, you will often receive retro pay back to the effective date of your claim. You promise to pay our invoice as quickly as possible after your claim is approved. |
| | | G6 | You authorize us to act on your behalf and use your Protected Health Information for the limited purpose of ensuring that we are on notice of any changes to your medical conditions or disability ratings. |

ing Sign Document ID: P3UKMQULAJR_0U0IVS2A5AL0VV3FDA1101717KAKIORBS

TRAJECTOR MEDICAL

## SUPPLEMENTAL FEE INFORMATION

**H** We do not believe in hidden fees. Our agreement fee information below details fees that may be applicable to you, based on your unique circumstances.

**H1** **Appeal Claims** - For cases in which additional evidence development and medical consulting services are required following the initial denial, you promise to pay us our standard case fee, plus a small supplemental fee equal to 10% of what your monthly VA compensation increases by from the number of months between the effective date and the award.

**H2** **COLA Awards** - On any future cost of living adjustment ("COLA") award, you promise to pay us our standard fee plus 10% of the current monthly amount used in the retroactive calculations. Fees for increases in monthly benefits from other claims to the Department would.

**H3** **Convalescence Claims** - For ongoing (100% convalescence) claims, you promise to pay us our standard fee, a flat rate, plus 10% of the gross total amount awarded for the convalescence period.

**H4** **Concurrent Retirement Disability Pay (CRDP)** - Military retirees that are between 30% VA rated may have their VA disability pay offset. We can't change or affect this. They simply disability rating at 50% or higher. Once the threshold is reached, you promise to pay us four (4) times our monthly fee service fee, not to exceed $800 to assist with increased total monthly VA compensation that you receive.

**H5** **Comprehensive Record Reviews** - If a comprehensive review of your records (100+ pages) is required, we will charge you $250 supplemental fee.

**H6** **Independent Medical Examination (IME) Reimbursements** - Reimbursement of expenses advanced by us to any duly appointed third party medical providers to this event we or you and Trajector Medical agree that you would benefit from being evaluated by a third party medical provider. Trajector Medical may agree to advance a significant portion of the expenses to this event only obtained with this fee expressed, you promise to reimburse us for any IME expenses we already paid for you. The IME expenses will be subject to your approval for their services.

## WE ARE NOT

**I** We are a medical evidence development and medical consulting services company. We ARE NOT a law firm nor VA accredited agents. WE WILL NOT AND CAN NOT provide legal advice and/or opinion you do now to the VA benefits claim. WE ARE NOT affiliated with the VA. As a medical evidence development and medical consulting company, WE DO NOT guarantee the outcome of your claims. As a medical evidence development company, WE DO NOT have medical providers or prescribe medication. WE DO NOT receive any money from the VA.

WE DO NOT ASSIST VETERANS IN DEFRAUDING THE VA.

## PLEASE PRINT AND SIGN BELOW

This agreement may be cancelled at any time by either party. The cancellation date will be the date the non-cancelling party acknowledges the cancellation request via email or the date on certified mail delivery receipt. You agree that once we provide you a medical evidence package, we will only be liable for that work if you choose to submit to your VA any part or supplement the medical evidence package we provided. You promise to pay us even if this agreement has been cancelled due to you electing the increase to your VA pay. You agree to use one of the payment methods we provide to you at an option to pay our fee.

We may consult with, or refer you to, other parties that is not provided or owned by us that you wish we may have a medical interest in. Your engagement with any other party is solely at your sole discretion. Any expenses associated with any third party providers is at your own expense and separate from this agreement.

You acknowledge the medical evidence work and not know procedures (collectively) and copyright protected work product and the trade secret and proprietary know-how of us, are exclusively owned by us. You are restricted from copying, reproducing, distributing, or sharing any of our content or processes with any party (other than scheduling our medical evidence package to the VA) unless you have specific, written permission in writing from our General Manager. You understand that breach of this confidentiality and non-disclosure provision may cause irreparable financial damage and you will be held liable for such breach.

This agreement may also be enforced by Trajector Medical's successor(s) or assigns to the same and full extent as Trajector Medical, and that nothing in this agreement or otherwise shall limit Trajector Medical's ability to assign this agreement or Trajector Medical's rights. Trajector Medical may be required to seek prior consent from you, and by your signature, you hereby expressly consent to any such assignment or succession.

This agreement, and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of the State of Florida without regard to any conflict of law principles.

If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If that mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court with jurisdiction to do so. Court or arbitration, including attorney fees, will be allocated by the arbitrator.

While we can help provide evidence to support VA disability claims and provide medical consulting services, we are not accredited to prepare VA claims. To file a VA claim, you must complete VA forms. You acknowledge that you must physically enter your information onto VA forms and that you are responsible for the accuracy of all information that you enter and decide to submit to the VA.

You further acknowledge that if we submit a VA form on your behalf, you will review, approve, and sign such submission before it is filed with or presented to the VA. We will prepare VA claims.

In the event any provision of this agreement is held to be unenforceable or void for any reason, the remainder of this agreement shall be modified and shall remain in full force and effect to the extent consistent with its terms.

Kerry Isner | Kerry B Isner | [redacted] | [redacted] | 09/21/2022

PRINTED NAME | SIGNATURE | SOCIAL SECURITY NUMBER | DATE OF BIRTH | DATE

[redacted] | [redacted] | [redacted] | [redacted]

PHONE # | EMAIL | ALTERNATE CONTACT (e.g. SPOUSE) | ALTERNATE CONTACT PHONE # /EMAIL

[redacted] | Saint Augustine | Florida | 32092

ADDRESS | CITY | STATE | ZIP

TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING % [redacted] THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY $ [redacted]

ono Sign Document ID: F0UKAQCULAJR_0U0VV0ZA0A0VV3FDAT IUT17KAAIUA00

TRAJECTOR
MEDICAL

# FAQ - FREQUENTLY ASKED QUESTIONS

| | |
|---|---|
| 1 | PERTAINS TO SECTION(S) #A1: **What's the difference between Trajector Medical and free VSO or DAV services?**<br>Trajector Medical provides professional medical evidence development services and medical consulting services by uniquely tailored teams of experts to your disorder and the VA policy schedule to evaluate your current symptom and/or VA disability ratings. You determine the claims you wish to pursue and the extent of our services. We provide medical evidence and consulting in support of your claim. For some conditions, we may be able to provide VSO services as determined at no charge or refer you to a credentialed provider who can complete a medical opinion. Do not hesitate to ask for help in pursuing your claim or appeal. A VSO can help you file a claim or appeal however they generally lack analytical medical experience to fully establish your medical evidence or symptoms, disability level or provide resources to obtain the vital evidence you may need. |
| 2 | PERTAINS TO SECTION(S) #B1/C1: **Do you provide nexus letters?**<br>There are several routes to service connection for every potential disability. We do our best to evaluate and develop valuable medical evidence to assist in linking your disability by condition to your military service, where appropriate. |
| 3 | PERTAINS TO SECTION(S) #C: **What is a specialized Independent Medical Opinion, and why do I pay more for it?**<br>A specialized Independent Medical Opinion is developed by evaluating all your symptoms and medical evidence, applying this to statistically valid and reliable medical literature to support a link, or nexus, between your current disability condition and your service. This requires the work of a highly trained medical professional and may provide the vital evidence needed to win service connection for a disability. **Not all cases require this specialized evidence.** |
| 4 | PERTAINS TO SECTION(S) #D: **Why is it important to keep Trajector Medical informed?**<br>Our medical evidence is most effective when we are made aware of updates that impact your claim or work as you know about them. |
| 5 | PERTAINS TO SECTION(S) #E1: **What if you cannot help with my case?**<br>We strive to help as many Veterans as possible receive the benefits they are medically, legally and factually entitled to. We are a medical evidence development and medical consulting company and can only help with claims supported by medical evidence. We are simply unable to help all Veterans develop supporting evidence for disability claims. If we determine we are unable to help you, we will recommend alternative options that may be able to assist you. |
| 6 | PERTAINS TO SECTION(S) #E: **Will the VA still call me in for an examination if I use your company?**<br>Anytime you file for VA disability benefits, and you are currently VA rated, the VA can contact you to evaluate your disabilities at any time. Trajector Medical has no control over your VA examination, and we recommend you attend any scheduled exam with the VA to properly evaluate your claim for benefits. |
| 7 | PERTAINS TO SECTION(S) #: **When do I pay you?**<br>You will only owe Trajector Medical if your VA disability benefit compensation increases. We ask that you pay us first when you receive your increase in monthly benefit. If you are unable to pay your balance in full when invoiced, we offer automatic monthly payment plans. Once your invoice is paid, we will review your case for additional claims or appeals if your claim is denied. |
| 8 | PERTAINS TO SECTION(S) #A1/A2/C: **Can you provide an example of how your standard fees are calculated?**<br>**Standard Fee Examples:** If your VA pay goes up $700 per month you promise to pay us $3,500 (5 x $700 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $3,500 (5 x $700 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($3,500 plus the 1% monthly service charge).<br><br>Your VA pay may increase substantially depending on your claimed rating and the severity of your disability. If your VA pay goes up $2,000 per month you promise to pay us $10,000 (5 x $2000 per month increase) plus monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $10,000 (5 x $2000 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($10,000 plus the 1% monthly service charge). |
| 9 | PERTAINS TO SECTION(S) #: **Are there any "Hidden Fees"?**<br>No. Our agreement outlines our standard fee and if applicable, supplemental fees. Some claims may benefit from an independent examination by a licensed specialist (e.g. Psychology, Psychiatry, etc.). We do not have these specialists on staff, so we may refer you to a specialist who will charge a fee for the evaluation. Although, this may be the best possible evidence for your case, there is no obligation to the third-party. We may refer you to an outside legal team specializing in VA disability claims that will charge a contingency fee only if you win your case. Partner Note: If our evidence leads to a win on appeal, you are still responsible to pay for work done by our medical team per the agreement.<br><br>Below is an example of how a supplemental fee would be calculated:<br>A client at 30% being paid $450 increases to 50%, being paid $900 with an effective date of 2-3-18 and a Rating Decision Letter (RDL) dated 4-15-19.<br><br>• **Appeals & Non-Conforming Claims:** $450 x 15= $6,750 x 10% = $675 added to the standard fee<br>• **CUE Claim:** $450 x 15= $6,750 x 25% = $1,687.50 added to the standard fee<br><br>**Convalescence Claim:** A client at 70% being paid $450 increases to a temporary 100% being paid $1,000, with an effective date of 01-03-19 and a Rating Decision Letter (RDL) dated 4-15-19:<br>Paid monthly $2,550 x 12 months = $30,600 x 20% = $6,120 added to the standard fee<br><br>**Cape:** A military retiree client at 30% being paid $450 increased to 50% being paid $900. New VA Disability compensation of $900 x 5 = $4,500 @ 5% = $225 total. |
| 10 | PERTAINS TO SECTION(S) #: **Why do I have to pay more for medical evidence developed in support of Appealed Claims?**<br>Appeal claims can be a complex and lengthy process. We dedicate our medical evidence work and provide valuable evidence for your case on first and most modifications to appeal claims. Due to the added complexity and use of additional resources, we charge a small supplemental fee of 10% of your increased disability compensation (equal to the number of months between the effective date and award date). This is in addition to the standard fee you will owe us if your claim wins. |
| 11 | PERTAINS TO SECTION(S): **What is a CUE Claim?**<br>Sometimes our medical team, or the VA, will identify a VA error in an original rating. If our team can identify an oversight in the medical evidence available to the VA at the original time of the assigned rating, you may be awarded retro pay back to the original effective date of the assigned disability rating. |
| 12 | PERTAINS TO SECTION(S): **If I am paying you, why can't you file my claims for me?**<br>We are a boots on the ground medical evidence development and medical consulting company. As such, we have no affiliation with the VA and cannot represent Veterans before the VA in any way. |
| 13 | PERTAINS TO SECTION(S): **What happens if the VA denies my claim?**<br>We cannot guarantee that any VA disability claim will be approved. Since the VA ultimately makes this decision. However, you have the option to appeal the decision. |

# EXHIBIT "G"

From: Danielle Kowacz <danielle.kowacz@trajector.com>
Date: 6/8/23 11:59 (GMT-05:00)
To: INV-79517 <[redacted]>
Subject: Congratulations on your payment increase! Please see your enclosed invoice.

TRAJECTOR MEDICAL

Hi Kerry,

Congratulations on the increase in your benefits! We're thrilled that our services could support your new life trajectory.

**A payment is due soon to Trajector Medical.** Please see the invoice below.

Trajector Medical
410 SW 140th Terrace
Newberry, Florida 32669
United States

**Invoice**
**Date**: Jun 8, 2023 10:01 AM
**Invoice#**: INV-79517

TO:
Kerry Isner
[redacted]
Saint Augustine, Florida 32092

| Description | Unit Price |
|---|---|
| Medical Evidence and Consulting Services Fee - Retired (1) | $6598.25 |

Invoice Total: $ 6,598.25

$ 1,319.65 due by Jun 18, 2023

Make a Payment

**Make a payment today! Tap the red button to visit our payment portal.**

If you have questions or need assistance with your invoice, please reply to this email or call one of the numbers below.

Thank you for trusting Trajector Medical, and thank you for your service.

Trajector Medical
Invoicing: 1-800-718-8066
Payments: 1-855-472-3203
www.trajectormedical.com

TRAJECTOR
MEDICAL

SECURITY NOTICE: Regulations require encrypted messaging systems for confidential communications. Our company uses TLS 1.2 encryption to secure information transmitted to us and from us. Although it is unlikely, there is a possibility that information you include in an e-mail can be intercepted and read by other parties besides the person to whom it is addressed. If asked to transmit any personal or health related documents (PHI/PII), please reach out to your assigned representative for a personalized secure link.

CONFIDENTIALITY NOTICE: The information contained in this e-mail 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.

# EXHIBIT “H”

FIFTH THIRD BANK

(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12119

Statement Period Date: 6/10/2023 - 7/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

THANK YOU FOR BEING A FIFTH THIRD CUSTOMER. WE GREATLY VALUE YOUR TRUST AND CONFIDENCE AND SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU.

## Account Summary - [redacted]

| | | | |
|---|---|---|---|
| 06/10 | **Beginning Balance** | [redacted] | Number of Days in Period 32 |
| [redacted] | Checks | | |
| | Withdrawals / Debits | [redacted] | |
| | Deposits / Credits | [redacted] | |
| 07/11 | **Ending Balance** | [redacted] | |

**Monthly service charge to be withdrawn on first business day after this statement:** **$0.00**
The monthly service charge associated with your 5/3 ESSENTIAL CKG account is $11.00
Your monthly service charge was WAIVED or DISCOUNTED $11.00 because:
BALANCE CRITERIA MET

**REMEMBER, NO MONTHLY SERVICE CHARGE IF:**

You maintain a total monthly average balance of $1,500 across your checking, savings, and investment accounts.

OR you are a current or former U.S. military member with a monthly direct deposit totaling $500 or more.

OR you are a student.

**(Statement Period: 06/10/23 - 07/11/23)**

| **Your Accounts** | **Monthly Avg. Bal.** |
|---|---|
| [redacted] | [redacted] |
| **Total Combined Monthly Average Balance** | [redacted] |

OR you have any existing Fifth Third personal mortgage, auto loan, or line of credit with an outstanding balance. **Fifth Third Loan?** **No**

OR you can spend at least $500 per month on a Fifth Third credit card. **$500 Credit Card Spend?** **No**

## Withdrawals / Debits

**83 items totaling** [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK

## Withdrawals / Debits - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| 06/20 | 1,334.65 | WEB INITIATED PAYMENT AT VET COMP & PEN M VET COMP & 062023 |
| [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12119

Statement Period Date: 6/10/2023 - 7/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

**Withdrawals / Debits** - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | | |

FIFTH THIRD BANK

## Withdrawals / Debits - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| 07/10 | 1,334.65 | WEB INITIATED PAYMENT AT VET COMP & PEN M VET COMP & 071023 |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |

## Deposits / Credits

16 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] |

## Daily Balance Summary

| Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12661

Statement Period Date: 8/12/2023 - 9/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

TWO IMPORTANT FEE CHANGES FOR FIFTH THIRD CONSUMER CUSTOMERS (EXCLUDING ABLE AND 529 ACCOUNT TYPES): BEGINNING 10/05/2023, THE RETURN DEPOSIT ITEM FEE WILL BE $0. THIS IS THE FEE CHARGED WHEN A DEPOSITED OR CASHED ITEM IS RETURNED UNPAID. BEGINNING 11/08/2023, THE EXTENDED OVERDRAFT FEE WILL BE $0. THIS IS THE FEE CHARGED WHEN AN ACCOUNT IS OVERDRAWN FOR SEVEN CONSECUTIVE DAYS AND CAN BE CHARGED EVERY SEVEN DAYS, UP TO A MAXIMUM OF FOUR TIMES.

## Account Summary - [redacted]

| | | | |
|---|---|---|---|
| 08/12 | **Beginning Balance** | [redacted] | Number of Days in Period 31 |
| [redacted] | Checks | | |
| | Withdrawals / Debits | [redacted] | |
| | Deposits / Credits | [redacted] | |
| 09/11 | **Ending Balance** | [redacted] | |

**Monthly service charge to be withdrawn on first business day after this statement:** **$0.00**

The monthly service charge associated with your 5/3 ESSENTIAL CKG account is $11.00
Your monthly service charge was WAIVED or DISCOUNTED $11.00 because:
BALANCE CRITERIA MET

**REMEMBER, NO MONTHLY SERVICE CHARGE IF:**

You maintain a total monthly average balance of $1,500 across your checking, savings, and investment accounts.

OR you are a current or former U.S. military member with a monthly direct deposit totaling $500 or more.

OR you are a student.

**(Statement Period: 08/12/23 - 09/11/23)**

| **Your Accounts** | [redacted] | **Monthly Avg. Bal.** |
|---|---|---|
| CHECKING | | [redacted] |
| SAVINGS | | |
| **Total Combined Monthly Average Balance** | | [redacted] |

OR you have any existing Fifth Third personal mortgage, auto loan, or line of credit with an outstanding balance. **Fifth Third Loan?** **No**

OR you can spend at least $500 per month on a Fifth Third credit card. **$500 Credit Card Spend?** **No**

FIFTH THIRD BANK

## Withdrawals / Debits

76 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| 08/14 | 1,334.65 | WEB INITIATED PAYMENT AT VET COMP & PEN M VET COMP & 081423 |
| [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12661

Statement Period Date: 8/12/2023 - 9/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

**Withdrawals / Debits** - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | | |

FIFTH THIRD BANK

## Withdrawals / Debits - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |

## Deposits / Credits

16 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |

## Daily Balance Summary

| Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12277

Statement Period Date: 9/12/2023 - 10/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

THANK YOU FOR BEING A FIFTH THIRD CUSTOMER. WE GREATLY VALUE YOUR TRUST AND CONFIDENCE AND SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU.

## Account Summary - [redacted]

| | | | |
|---|---|---|---|
| 09/12 | **Beginning Balance** | [redacted] | Number of Days in Period 30 |
| [redacted] | Checks | | |
| | Withdrawals / Debits | [redacted] | |
| | Deposits / Credits | [redacted] | |
| 10/11 | **Ending Balance** | [redacted] | |

**Monthly service charge to be withdrawn on first business day after this statement:** **$0.00**
The monthly service charge associated with your 5/3 ESSENTIAL CKG account is $11.00
Your monthly service charge was WAIVED or DISCOUNTED $11.00 because:
BALANCE CRITERIA MET

**REMEMBER, NO MONTHLY SERVICE CHARGE IF:**

You maintain a total monthly average balance of $1,500 across your checking, savings, and investment accounts.

OR you are a current or former U.S. military member with a monthly direct deposit totaling $500 or more.

OR you are a student.

**(Statement Period: 09/12/23 - 10/11/23)**

| **Your Accounts** | | **Monthly Avg. Bal.** |
|---|---|---|
| CHECKING | [redacted] | [redacted] |
| SAVINGS | | [redacted] |
| **Total Combined Monthly Average Balance** | | [redacted] |

OR you have any existing Fifth Third personal mortgage, auto loan, or line of credit with an outstanding balance. **Fifth Third Loan?** **No**

OR you can spend at least $500 per month on a Fifth Third credit card. **$500 Credit Card Spend?** **No**

FIFTH THIRD BANK

## Withdrawals / Debits

95 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| 09/12 | 1,334.65 | WEB INITIATED PAYMENT AT VET COMP & PEN M VET COMP & 091223 |
| [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12277

Statement Period Date: 9/12/2023 - 10/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

**Withdrawals / Debits** - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | | |

FIFTH THIRD BANK

## Withdrawals / Debits - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |

## Deposits / Credits

16 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12277

Statement Period Date: 9/12/2023 - 10/11/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

## Deposits / Credits - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | | |

## Daily Balance Summary

| Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|
| [redacted] | | | | | |

FIFTH THIRD BANK

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FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12387

Statement Period Date: 10/12/2023 - 11/10/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800 972 3030
Internet Banking & Bill Payment: 53.com

THANK YOU FOR BEING A FIFTH THIRD CUSTOMER. WE GREATLY VALUE YOUR TRUST AND CONFIDENCE AND SINCERELY APPRECIATE THE OPPORTUNITY TO SERVE YOU.

## Account Summary - [redacted]

| | | | | |
|---|---|---|---|---|
| 10/12 | **Beginning Balance** | [redacted] | Number of Days in Period | 30 |
| [redacted] | Checks | | | |
| | Withdrawals / Debits | [redacted] | | |
| | Deposits / Credits | [redacted] | | |
| 11/10 | **Ending Balance** | [redacted] | | |

**Monthly service charge to be withdrawn on first business day after this statement:** **$0.00**
The monthly service charge associated with your 5/3 ESSENTIAL CKG account is $11.00
Your monthly service charge was WAIVED or DISCOUNTED $11.00 because:
BALANCE CRITERIA MET

**REMEMBER, NO MONTHLY SERVICE CHARGE IF:**

You maintain a total monthly average balance of $1,500 across your checking, savings, and investment accounts.

OR you are a current or former U.S. military member with a monthly direct deposit totaling $500 or more.

OR you are a student.

**(Statement Period: 10/12/23 - 11/10/23)**

| **Your Accounts** | | **Monthly Avg. Bal.** |
|---|---|---|
| CHECKING | [redacted] | [redacted] |
| SAVINGS | | [redacted] |
| **Total Combined Monthly Average Balance** | | [redacted] |

OR you have any existing Fifth Third personal mortgage, auto loan, or line of credit with an outstanding balance. **Fifth Third Loan?** **No**

OR you can spend at least $500 per month on a Fifth Third credit card. **$500 Credit Card Spend?** **No**

FIFTH THIRD BANK

## Withdrawals / Debits

78 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |
| 10/12 | 1,411.77 | WEB INITIATED PAYMENT AT VET COMP & PEN M VET COMP & 101223 |
| [redacted] | [redacted] | [redacted] |

FIFTH THIRD BANK
(NORTH CAROLINA)
P.O. BOX 630900 CINCINNATI OH 45263-0900

KERRY B ISNER
[redacted]
SAINT AUGUSTINE FL 32092-9374

0

12387

Statement Period Date: 10/12/2023 - 11/10/2023
Account Type: 5/3 ESSENTIAL CKG
Account Number: [redacted]

Banking Center: Indian Trail
Customer Service: 800-972-3030
Internet Banking & Bill Payment: 53.com

**Withdrawals / Debits** - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | | |

FIFTH THIRD BANK

## Withdrawals / Debits - continued

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |

## Deposits / Credits

14 items totaling [redacted]

| Date | Amount | Description |
|---|---|---|
| [redacted] | [redacted] | [redacted] |

## Daily Balance Summary

| Date | Amount | Date | Amount | Date | Amount |
|---|---|---|---|---|---|
| [redacted] | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |

# EXHIBIT "I"

Zoho Sign Document ID: H9AB4NIX3UVIZYOLJ-IMDXLL0LVBXTJRSNDYWL3MNSO

TRAJECTOR MEDICAL

VET COMP & PEN
*MEDICAL CONSULTING*

**Trajector Medical's** (as a d/b/a of Vet Comp & Pen Medical Consulting, LLC) mission is to improve the lives of Veterans by providing professional medical evidence development services to help Veterans identify potential VA disability benefits that they medically, legally and ethically qualify for. Our entire services agreement with you is detailed within this document, the attached FAQs, and the Notice of Privacy Practices.

| | WE PROMISE TO | | YOU PROMISE TO |
|---|---|---|---|
| A | Evaluate your medical evidence and the various medical symptoms you suffer from and help you understand the potential VA disabilities you may qualify for. | A1 | Establish a free VA.gov or eBenefits account to file your medical evidence package with the VA in a timely manner and monitor your claim progress. |
| | | A2 | **NEVER** indicate or suggest that we are your VA Representative. You understand that we will not prepare, present, file, and/or prosecute a claim on your behalf and we strictly provide medical evidence development services. You are free to engage with a VA-accredited VSO agent or attorney to assist you with preparing, presenting, filing, and/or prosecuting your claim. |
| B | Work to establish a nexus link between your disability condition and your military service, evaluating DIRECT, AGGRAVATION, SECONDARY, and PRESUMPTIVE paths to VA Service Connection. | B1 | Go to a VA Compensation & Pension examiner or private medical provider to establish a formal medical diagnosis and documentation of symptoms as required at your expense. |
| C | Develop a comprehensive Medical Opinion addressing your symptoms, diagnoses and nexus to support VA Service Connection when applicable. | C1 | Ensure the accuracy of all claim-related information before you provide it to the VA and assume all liability for any misrepresentations you make. |
| D | Use our medical knowledge to evaluate all of the medical diagnostic codes that may apply to your symptoms, so that you can understand all of the potential VA disability ratings you may medically, legally and ethically qualify for. | D1 | Keep us informed of all communications you have with the VA and advise us of any VA letters or C&P exam requests when you receive them. You are responsible for ensuring you meet VA filing deadlines. You authorize us, and any affiliates of ours, to use manual or automated means to communicate with you via email, text messaging, voicemail or mobile phone and understand that all calls may be recorded. |
| E | Refer you to other parties who can assist you better if we do not believe we are the best fit for all of your needs. | E1 | Understand we may not be able to help develop medical evidence for every claim. |
| F | Act in accordance with the laws and regulations that enable private medical professionals to develop evidence in support of VA claims. | F1 | Either complete all VA forms by yourself or get assistance from a person accredited by the VA to complete VA forms. |

| | OUR PROMISE REGARDING OUR FEES | | YOUR PROMISE REGARDING OUR FEES |
|---|---|---|---|
| G | We do not charge for anything other than medical evidence development which is based on information you provide us. You do not pay us unless you receive an increase in your VA disability pay. We do not charge any up-front fees, so we rely on you following through with the VA.<br><br>We do not ask you to pay us out of what the VA is currently paying you each month. We do not ask or require you to assign us your medical benefits or any other rights. We agree to advance our services to you with no advanced payment; HOWEVER, we want to be first in line to be paid as soon as your pay increases. | G1 | You promise to take your VA claim seriously and not miss any VA deadlines or appointments. If your claim is denied, you promise to secure a qualified VA accredited agent or attorney to handle your appeal. |
| | | G2 | You promise to contact us as soon as you receive your VA claim notification letter and your VA rating decision letter and provide us a copy of those letters so we can confirm the accuracy of the assigned effective date, confirm your awarded disability rating percentage is consistent with your medical evidence and the 38 CFR guidelines, and determine if you're eligible for any SMC (Special Monthly Compensation) based on your medical evidence. |
| | | G3 | You promise to pay our standard fee, which is equal to five (5) times the amount your monthly VA compensation increases by. In addition, Trajector Medical may charge a monthly service charge on amounts not paid when due from the due date until paid at the lesser of 1½ percent per month or the maximum legal rate. However, if you pay your balance in full within ninety (90) days of the date on your VA claim notification letter, we will waive your monthly service charges. You agree that this fee and any additional monthly service charge is not a loan or forbearance but rather viewed as part of the fee for the services we provide. You shall pay all costs of collection, including, without limitation, reasonable attorney fees. |
| | | G4 | Once your claim is approved, you promise to pay your invoice by one of the following methods:<br>(a) Pay our fee in one lump sum within 10 days of receipt of our invoice; or<br>(b) Enroll in our Automatic Monthly Payment Program if you wish to divide your invoice into equal payments up to 5 months, or<br>(c) Make 2 to 5 equal monthly payments PLUS an additional $15 service charge each month if you choose to make payments via mail, online, or telephone that are not processed through our Automatic Monthly Payment Program. |
| | | G5 | With an increase in your monthly VA pay, you will often receive retro pay back to the effective date of your claim. You promise to use any retro pay you receive along with the increase in your monthly VA compensation to pay our invoice as quickly as possible after your claim is approved. |
| | | G6 | You authorize us to act on your behalf and use your Protected Health Information for the limited purpose of ensuring that we are on notice of any changes to your medical conditions or disability benefit status. |

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TRAJECTOR MEDICAL

## SUPPLEMENTAL FEE INFORMATION

| | |
|---|---|
| H | We do not believe in hidden fees. Our supplemental fee information below details fees that may be applicable to you, based on your unique circumstances. |
| H1 | **Appeal Claims** - For ongoing medical evidence development and case management services required during the appeal period, you promise to pay us our standard fee, plus a small supplemental fee equal to 10% of what your monthly VA compensation increases by times the number of months between the effective date and the award. |
| H2 | **CUE Awards** - For any Clear and Unmistakable Error or "CUE award", you promise to pay us our standard fee plus 25% of the current increased amount used in the standard calculations, times the number of months from the effective date to the decision date. |
| H3 | **Convalescence Claims** - For a temporary 100% convalescence claim, you promise to pay us our standard fee (if applicable), plus 20% of the gross total increase awarded for the convalescent period. |
| H4 | **Concurrent Retirement Disability Pay (CRDP)** - Military retirees that are below a 50% VA rating receive their VA disability pay as an offset. We do not charge a retiree until they reach a disability rating of 50% or higher. Once this threshold is reached, you promise to pay us five (5) times the monthly increase from zero dollars ($0) to your new level of total monthly VA compensation that you receive. |
| H5 | **Comprehensive Record Reviews** - If a comprehensive review of your medical records (100+ pages) is required, we will add a $250 Supplemental Fee. |
| H6 | **Independent Medical Examination (IME) Reimbursements** - Reimbursement of expenses advanced by us for any IMEs from approved third-party medical providers. In the event we (you and Trajector Medical) agree that you would benefit from being evaluated by a third-party medical provider, Trajector Medical may agree to advance a significant portion of the charge for the IME expense. In the event any claim(s) associated with the IME is approved, you promise to reimburse us for any IME expenses we've already paid for you. The IME expenses will be added to your invoice for their services. |

## WE ARE NOT

| | |
|---|---|
| I | We are a medical evidence development company and WE ARE NOT a law firm nor VA accredited agents. WE WILL NOT AND CAN NOT provide legal advice and/or supply legal references or any legal documentation in your medical evidence package. WE ARE NOT affiliated with the VA. As a medical evidence development company, WE DO NOT guarantee the outcome of your claims. As a medical evidence development company, WE DO NOT treat medical conditions or prescribe medication. WE DO NOT receive any money from the VA.<br><br>WE DO NOT ASSIST VETERANS IN DEFRAUDING THE VA. |

## PLEASE PRINT AND SIGN BELOW

This agreement may be canceled at any time by either party, the cancelation date will be the date the non-canceling party acknowledges the cancelation request via email or the date on a certified mail delivery receipt. You agree that once we provide you a medical evidence package we will be paid for that work if you receive an increase in your VA pay for a claim using the medical evidence package we provided. You promise to pay us even if this agreement has been canceled prior to you receiving the increase in your VA pay. You agree to use one of the payment methods we provide to you as an option to pay our fee.

We may collaborate with, or refer you to, other parties that have products or services to offer you which we may have a financial interest in. Your engagement with any other party is optional and at your sole discretion. Any expenses associated with any third-party providers is at your own expense and separate from this agreement.

You acknowledge the medical evidence work and package provided is a confidential and copyright protected work product, and the trade secret and business systems used by us are exclusively owned by us. You are restricted from publishing, reproducing, distributing, or sharing any of our content or processes with any party (other than submitting our medical evidence package to the VA) unless you have specific written permission in writing from our General Manager. You understand that breach of this confidentiality and non-disclosure may cause extensive financial damage and you will be held liable for such breach.

This agreement may also be enforced by Trajector Medical's successor(s) or assigns to the same and full extent as Trajector Medical, and that nothing in this agreement or otherwise shall limit Trajector Medical's ability to assign this agreement or Trajector Medical's rights. Trajector Medical shall not be required to seek prior consent from you, and by your signature, you hereby consent to any such future assignment or succession.

This agreement, and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of Florida in effect when you executed this agreement, regardless of Florida conflict of laws principles.

If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If that mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

While we develop medical evidence to support VA disability claims, we are not accredited to prepare VA claims. To file a VA claim, you must complete VA forms. You acknowledge that you must physically enter your information onto VA forms and that you are responsible for the accuracy of all information that you enter and decide to submit to the VA.

You further acknowledge that if you submit a VA form and someone else completes that VA form for you, you will ensure that such assistance comes from a person accredited by the VA to prepare VA claims.

In the event any provision of this agreement is held to be unenforceable or void for any reason, the remainder of the agreement shall be unaffected and shall remain in full force and effect in accordance with its terms.

| Warren Treadwell | Warren E Treadwell | [redacted] | [redacted] | 01/04/2022 |
|---|---|---|---|---|
| PRINTED NAME | SIGNATURE | SOCIAL SECURITY NUMBER | DATE OF BIRTH | DATE |

| [redacted] | [redacted] | [redacted] | [redacted] |
|---|---|---|---|
| PHONE # | EMAIL | ALTERNATE CONTACT (e.g. SPOUSE) | ALTERNATE CONTACT PHONE #/EMAIL |

| [redacted] | Apooka | Fl | 32172 |
|---|---|---|---|
| ADDRESS | CITY | STATE | ZIP |

TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING % [redacted]

THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY $ [redacted]

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TRAJECTOR MEDICAL

## FAQ - FREQUENTLY ASKED QUESTIONS

| | |
|---|---|
| 1 | PERTAINS TO SECTIONS A/A1 **What's the difference between Trajector Medical and free VSO or DAV services?**<br>Trajector Medical provides professional medical evidence services, by applying our medical knowledge to your situation and the VA rating schedule to evaluate your current symptoms and/or VA disability ratings. You determine the claims you wish to pursue, and the extent of our services is to provide medical evidence in support of your claim. For some conditions, we may be able to provide vital nexus statements at no charge or refer you to a medically credentialed provider who can complete a medical opinion for a reasonable fee to help you pursue your claim or appeal. A VSO can help you file a claim or appeal; however, they cannot evaluate your medical evidence or symptoms, disability level, or provide resources to obtain the vital evidence you may need. |
| 2 | PERTAINS TO SECTIONS B/B1/C/C1 **Do you provide nexus letters?**<br>There are several routes to service connection for every potential disability. We do our best to evaluate and develop valuable medical evidence to assist in linking your disability condition to your military service, where appropriate. |
| 3 | PERTAINS TO SECTION C **What is a specialized Independent Medical Opinion, and why do I pay more for it?**<br>A specialized Independent Medical Opinion is developed by evaluating all your symptoms and medical evidence, applying this to statistically valid and reliable medical literature to support a link, or nexus, between your current disability condition and your service. This requires the work of a highly trained medical professional and provides the vital evidence needed to win service connection for a disability. **Not all cases require this specialized evidence.** |
| 4 | PERTAINS TO SECTIONS D/D1 **Why is it important to keep Trajector Medical informed?**<br>Our medical evidence is most effective when we are made aware of updates that impact your claim as soon as you know about them. |
| 5 | PERTAINS TO SECTIONS E/E1 **What if you cannot help with my case?**<br>We strive to help as many Veterans as possible receive the benefits they are medically, legally and ethically qualified for. We are a medical evidence development company and can only help with claims supported by medical evidence. We are simply unable to help all Veterans with all disability claims. If we determine we are unable to help you, we will recommend alternative options that may be able to assist you. |
| 6 | PERTAINS TO SECTION G **Will the VA still call me in for an examination if I use your company?**<br>Anytime you file for VA disability benefits, or if you are currently VA rated, the VA can contact you to evaluate your disabilities at any time. Trajector Medical has no control over your VA examination, and we recommend you attend any scheduled exam with the VA to properly evaluate your claim for benefits. |
| 7 | PERTAINS TO SECTION G **When do I pay you?**<br>You will only owe Trajector Medical if your VA disability benefits compensation increases. We ask that you pay us first when you receive your increase in monthly benefits. If you are unable to pay your balance in full when invoiced, we offer automatic monthly payment plans. Once your invoice is paid, we will review your case for additional claims or appeals if your claim is denied. |
| 8 | PERTAINS TO SECTION G/G3/G4/G5 **Can you provide an example of how your standard fees are calculated?**<br>**Standard Fee Examples:** If your VA pay goes up $700 per month you promise to pay us $3,500 (5 X $700 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $3,500 (5 X $700 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($3,500 plus the 1% monthly service charge).<br><br>Your VA pay may increase substantially depending on your current rating and the severity of your disability. If your VA pay goes up $2,000 per month you promise to pay us $10,000 (5 X $2,000 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $10,000 (5 X $2,000 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($10,000 plus the 1% monthly service charge). |
| 9 | PERTAINS TO SECTION H **Are there any "Hidden Fees"?**<br>No. Our agreement outlines our standard fee and if applicable, supplemental fees. Some claims may benefit from an independent evaluation by a credentialed specialist (e.g. Psychology, Psychiatry, etc.). We do not have these specialists on staff, so we may refer you to a specialist who will charge a fee for the evaluation. Although this may be the best possible evidence for your case, there is no obligation to use these services. We may refer you to an outside legal team specializing in VA disability claims that will charge a contingency fee only if you win your case.<br><br>Below is an example of how, if applicable, supplemental fees would be calculated:<br>A client at 30% being paid $450 increases to 50%, being paid $900 with an effective date of 2-3-18 and a Rating Decision Letter (RDL) dated 4-15-19:<br><br>· **Appeals & Non-Conforming Claims:** $450 x 15= $6,750 x 10% = $675 added to the standard fee<br>· **CUE Claims:** $450 x 15= $6,750 x 25% = $1,687.50 added to the standard fee<br><br>**Convalescence Claim:** A client at 30% being paid $450 increases to a temporary 100%, being paid $3,000, with an effective period of 13 months: $2,550 x 13 months = $33,150 x 20% = $6,630 added to the standard fee<br><br>**CRDP:** A military retiree client at 30% being paid $450 increases to 50%, being paid $900: New VA Disability compensation of $900 x 5 = $4,500 (invoice total) |
| 10 | PERTAINS TO SECTION H1 **Why do I have to pay more for Appeal Claims?**<br>Appeal claims can be a complex and lengthy process. We do all of our medical evidence work and provide valuable evidence for your case up front and must do additional work for appeal claims. Due to this added complexity and use of additional resources, we charge a small supplemental fee of 10% of your increased disability compensation amount times the number of months between the effective date and award date. This is in addition to the standard fee you will owe us if your case wins. |
| 11 | PERTAINS TO SECTION H2 **What is a CUE Claim?**<br>Sometimes our medical team, or the VA, will identify a VA error in an original rating. If our team can prove an oversight of the evidence available to the VA at the original time of the assigned rating, you may be awarded retro pay back to the original effective date of the assigned disability rating. |
| 12 | PERTAINS TO SECTION I **If I am paying you, why can't you file my claims for me?**<br>We are a private medical evidence development company. As such, we have no affiliation with the VA and cannot represent Veterans before the VA in any way. |
| 13 | PERTAINS TO SECTION I **What happens if the VA denies my claim?**<br>We cannot guarantee that any VA disability claim will be approved, since the VA ultimately makes this decision. However, you have the option to appeal the decision. |

# EXHIBIT “J”

**From:** Lane D
**To:** [redacted]
**Subject:** Trajector Medical - Updated Invoice
**Date:** Thursday, March 31, 2022 4:24:27 PM

96

Hello Warren,

Your VA disability benefits compensation for which you are medically, legally and ethically qualified has increased, and we're thrilled our services could support your new life trajectory.

The invoice below has been updated.

Trajector Medical
410 SW 140th Terrace

**Invoice**
**Date**: 31-Mar-2022 20:12:38

Newberry, Florida 32669
United States

**Invoice#**: INV-38338

TO:

Warren Treadwell
[redacted]
Apooka, FL 32172

| Description | Unit Price |
|---|---|
| 5 Month Medical Consulting Fee (1) | $5306.95 |

Invoice Total: $5306.95

**Payments Made**

Total Balance Paid: $0

Remaining Balance: $5306.95

**Payments Due**

$1061.39 due by 2022-04-10

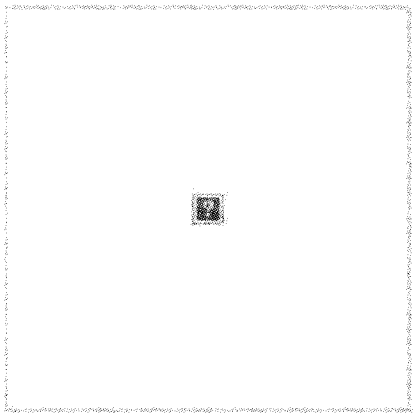
Remaining Balance: $5306.95

Make a Payment

Please make your full payment or choose your payment plan today – if you are paying by check, please make payable to Vet Comp & Pen. Additional details about your payment options can be here.
If you have questions or need assistance with your invoice, please reply to this email or call the number below.

Thank you for trusting Trajector Medical, and thank you for your service.

Trajector Medical
Invoicing: 1-800-718-8066
Payments: 1-855-472-3203
www.trajectormedical.com



Unsubscribe - Unsubscribe Preferences

# EXHIBIT “K”

**From:** Lane D
**To:** [redacted]
**Subject:** Thank You – Your Balance is Paid!
**Date:** Friday, April 1, 2022 9:24:26 AM

96

Hello Warren,

The VA disability benefits for which you are medically, legally and ethically qualified increased and are yours to enjoy. How will you improve your life trajectory? Please share your story with us on Facebook or Google.

**This email serves as a confirmation that the medical evidence development services for the claims listed below have been paid in full to Trajector Medical.**

Trajector Medical
410 SW 140th Terrace
Newberry, Florida 32669
United States

**Invoice**
**Date**: 31-Mar-2022 20:12:38
**Invoice#**: INV-38338

TO:

Warren Treadwell
[redacted]
Apooka, FL 32172

| Description | Unit Price |
|---|---|
| 5 Month Medical Consulting Fee (1) | $5306.95 |

Invoice Total: $5306.95

**Payments Made**

Date: 1st April 2022 Amount: $5306.95 Fee: $0 Method: Credit Card

Total Balance Paid: $5306.95

Remaining Balance: $0

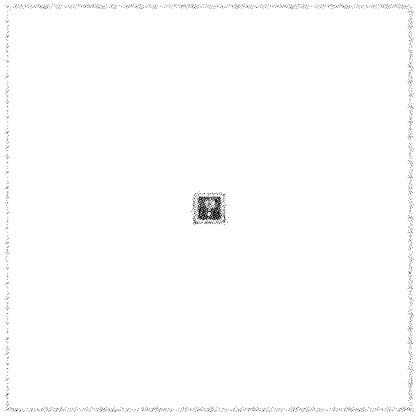
**Date Paid in Full:**

Is there additional compensation that you're medically, legally and ethically qualified for? Take our next-round survey to see if you're leaving disability benefits on the table. Take our next-round survey to see if you're leaving VA disability benefits on the table.

Start my next round!

Thank you for trusting Trajector Medical, and thank you for your service.

Trajector Medical
1-800-718-8066
www.trajectormedical.com



Unsubscribe - Unsubscribe Preferences

# EXHIBIT “L”

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TRAJECTOR MEDICAL

VET COMP & PEN
*MEDICAL CONSULTING*

**Trajector Medical's** (as a d/b/a of Vet Comp & Pen Medical Consulting, LLC) mission is to improve the lives of Veterans by providing professional medical evidence development and medical consulting services to help Veterans identify potential VA disability benefits that they medically, legally and ethically qualify for. Our entire services agreement with you is detailed within this document, the attached FAQs, and the Notice of Privacy Practices.

| WE PROMISE TO | | YOU PROMISE TO | |
|---|---|---|---|
| A | Evaluate your medical evidence and the various medical symptoms you suffer from and help you understand the potential VA disabilities you may qualify for. These services are provided under the federal VA rating disability evaluation standards and are not intended for the purpose of medical care or treatment. In applying the federal VA standards, it may be necessary for you to obtain an evaluation and diagnosis of your medical symptoms from a treatment provider for us to provide additional supportive evidence.<br><br>Our evaluation includes the use of proprietary technology we have developed through careful review of trends in health conditions and ratings for over 100,000 Veterans. This technology can aid in identifying potential health conditions and theories of service connection for us to consider in reviewing your medical history and symptoms. | A1 | Establish a free VA.gov or eBenefits account to file your medical evidence package with the VA in a timely manner and monitor your claim progress. |
| | | A2 | **NEVER** indicate or suggest that we are your VA Representative. You understand that we will not prepare, present, file, and/or prosecute a claim on your behalf and we strictly provide medical evidence development and medical consulting services. You are free to engage with a VA-accredited VSO agent or attorney to assist you with preparing, presenting, filing, and/or prosecuting your claim. However, we are unable to help you in any of those activities. |
| B | When supported by medical evidence, we work to establish a nexus link between your disability condition and your military service, evaluating DIRECT, AGGRAVATION, SECONDARY, and PRESUMPTIVE paths to VA Service Connection. We also provide medical consulting to help you document your symptoms as they apply to the federal VA standards. | B1 | Go to a VA Compensation & Pension examiner or private medical provider to establish a formal medical diagnosis and documentation of symptoms as required at your expense. While we review medical files and diagnoses, we do not provide examinations or diagnose medical conditions. |
| C | When supported by the medical evidence, we develop a comprehensive Medical Opinion addressing your symptoms, diagnoses and a medical nexus between your military service and your symptoms to support VA Service Connection. | C1 | Ensure the accuracy of all claim-related information before you provide it to the VA and assume all liability for any misrepresentations you make. |
| D | Use our medical knowledge to evaluate all the federal VA medical diagnostic codes that may apply to your symptoms, so that you can understand the potential VA disability ratings you may medically, legally and ethically qualify for. | D1 | Keep us informed of all communications you have with the VA and provide us any VA letters or C&P exam requests when you receive them. You are responsible for ensuring you meet VA filing deadlines. You authorize us, and any affiliates of ours, to use manual or automated means to communicate with you via email, text messaging, voicemail or mobile phone and understand that all calls may be recorded. |
| E | Refer you to other parties who can assist you better if we do not believe we are the best fit for all of your needs. | E1 | Understand we may not be able to help develop medical evidence or provide consulting to support every disability. |
| F | Act in accordance with the laws and regulations that enable private medical professionals to develop evidence in support of VA claims. | F1 | Either complete all VA forms by yourself or get assistance from a person accredited by the VA to complete VA forms. |

| OUR PROMISE REGARDING OUR FEES | | YOUR PROMISE REGARDING OUR FEES | |
|---|---|---|---|
| G | We do not charge for anything other than medical evidence development and consulting services, which are based on information you provide us. You do not pay us unless you receive an increase in your VA disability pay. We do not charge any up-front fees, so we rely on you following through with the VA and sharing the results of your disability progress with us.<br><br>We do not require you to pay us out of the disability compensation you are paid each month. We do not ask or require you to assign us your disability compensation, medical benefits, or any other rights. We agree to advance our services to you with no advanced payment; HOWEVER, we want to be first in line to be paid as soon as you receive an increase in benefits. | G1 | You promise to take this process and your VA claim seriously and not miss any VA deadlines or appointments and to respect the VA staff and their required procedures. |
| | | G2 | You promise to contact us as soon as you receive your VA claim notification letter and your VA rating decision letter and provide us a copy of those letters so we can confirm the accuracy of the assigned effective date, confirm your awarded disability rating percentage is consistent with your medical evidence and the 38 CFR guidelines, and determine if you're eligible for any SMC (Special Monthly Compensation) based on your medical evidence. |
| | | G3 | You promise to pay our standard fee, which is equal to five (5) times the amount your monthly VA compensation increases by. In addition, Trajector Medical may charge a monthly service charge on amounts not paid when due from the due date until paid at the lesser of 1½ percent per month or the maximum legal rate. However, if you pay your balance in full within ninety (90) days of the date on your VA claim notification letter, we will waive your monthly service charges. You agree that this fee and any additional monthly service charge is not a loan or forbearance but rather viewed as part of the fee for the services we provide. You shall pay all costs of collection, including, without limitation, reasonable attorney fees. |
| | | G4 | Once your claim is approved, you promise to pay your invoice by one of the following methods:<br>(a) Pay our fee in one lump sum within 10 days of receipt of our invoice; or<br>(b) Enroll in our Automatic Monthly Payment Program if you wish to divide your invoice into equal payments up to 5 months, or<br>(c) Make 2 to 5 equal monthly payments PLUS an additional $15 service charge each month if you choose to make payments via mail, online, or telephone that are not processed through our Automatic Monthly Payment Program. |
| | | G5 | With an increase in your monthly VA pay, you will often receive retro pay back to the effective date of your claim. You promise to pay our invoice as quickly as possible after your claim is approved. |
| | | G6 | You authorize us to act on your behalf and use your Protected Health Information for the limited purpose of ensuring that we are on notice of any changes to your medical conditions or disability benefit status. |

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TRAJECTOR MEDICAL

## SUPPLEMENTAL FEE INFORMATION

| | |
|---|---|
| H | We do not believe in hidden fees. Our supplemental fee information below details fees that may be applicable to you, based on your unique circumstances. |
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| H5 | **Comprehensive Record Reviews -** If a comprehensive review of your records (100+ pages) is required, we will add a $250 Supplemental Fee. |
| H6 | **Independent Medical Examination (IME) Reimbursements -** Reimbursement of expenses advanced by us for any IMEs from approved third-party medical providers. In the event we (you and Trajector Medical) agree that you would benefit from being evaluated by a third-party medical provider, Trajector Medical may agree to advance a significant portion of the charge for the IME expense. In the event any claim(s) associated with the IME is approved, you promise to reimburse us for any IME expenses we've already paid for you. The IME expenses will be added to your invoice for their services. |

## WE ARE NOT

| | |
|---|---|
| I | We are a medical evidence development and medical consulting services company, and WE ARE NOT a law firm nor VA accredited agents. WE WILL NOT AND CAN NOT provide legal advice and/or advise you on how to file VA benefits claims. WE ARE NOT affiliated with the VA. As a medical evidence development and medical consulting company, WE DO NOT guarantee the outcome of your claims. As a medical evidence development company, WE DO NOT treat medical conditions or prescribe medication. WE DO NOT receive any money from the VA.<br>**WE DO NOT ASSIST VETERANS IN DEFRAUDING THE VA.** |

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This agreement may be canceled at any time by either party; the cancelation date will be the date the non-canceling party acknowledges the cancelation request via email or the date on a certified mail delivery receipt. You agree that once we provide you a medical evidence package we will be paid for that work if you receive an increase in your VA pay for a claim using the medical evidence package we provided. You promise to pay us even if this agreement has been canceled prior to you receiving the increase in your VA pay. You agree to use one of the payment methods we provide to you as an option to pay our fee.

We may collaborate with, or refer you to, other parties that have products or services to offer you which we may have a financial interest in. Your engagement with any other party is optional and at your sole discretion. Any expenses associated with any third-party providers is at your own expense and separate from this agreement.

You acknowledge the medical evidence work and package provided is a confidential and copyright protected work product, and the trade secret and business systems used by us are exclusively owned by us. You are restricted from publishing, reproducing, distributing, or sharing any of our content or processes with any party (other than submitting our medical evidence package to the VA) unless you have specific written permission in writing from our General Manager. You understand that breach of this confidentiality and non-disclosure provision may cause extensive financial damage and you will be held liable for such breach.

This agreement may also be enforced by Trajector Medical's successor(s) or assigns to the same and full extent as Trajector Medical, and that nothing in this agreement or otherwise shall limit Trajector Medical's ability to assign this agreement or Trajector Medical's rights. Trajector Medical shall not be required to seek prior consent from you, and by your signature, you hereby consent to any such future assignment or succession.

This agreement, and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of Florida in effect when you executed this agreement, regardless of Florida conflict of laws principles.

If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If that mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

While we develop medical evidence to support VA disability claims and provide medical consulting services, we are not accredited to prepare VA claims. To file a VA claim, you must complete VA forms. You acknowledge that you must physically enter your information onto VA forms and that you are responsible for the accuracy of all information that you enter and decide to submit to the VA.

You further acknowledge that if you submit a VA form and someone else completes that VA form for you, you will ensure that such assistance comes from a person accredited by the VA to prepare VA claims.

In the event any provision of this agreement is held to be unenforceable or void for any reason, the remainder of the agreement shall be unaffected and shall remain in full force and effect in accordance with its terms.

| Christopher Baker | Christopher A Baker | [redacted] | [redacted] | 07/11/2022 |
|---|---|---|---|---|
| PRINTED NAME | SIGNATURE | SOCIAL SECURITY NUMBER | DATE OF BIRTH | DATE |
| [redacted] | [redacted] | None | None | |
| PHONE # | EMAIL | ALTERNATE CONTACT (e.g. SPOUSE) | ALTERNATE CONTACT PHONE #/EMAIL | |
| [redacted] | | Jacksonville | Florida | 32226 |
| ADDRESS | | CITY | STATE | ZIP |

TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING % [redacted] THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY $ [redacted]

Zoho Sign Document ID: ITPDA1Q7CQRN2FCXTGFLIPV02KNUH8HETTYGMTHERDA

TRAJECTOR MEDICAL

## FAQ - FREQUENTLY ASKED QUESTIONS

| | |
|---|---|
| 1 | PERTAINS TO SECTIONS A/A1 **What's the difference between Trajector Medical and free VSO or DAV services?**<br>Trajector Medical provides professional medical evidence development services and medical consulting services by applying our medical knowledge to your situation and the VA rating schedule to evaluate your current symptoms and/or VA disability ratings. You determine the claims you wish to pursue, and the extent of our services is to provide medical evidence and consulting in support of your claim. For some conditions, we may be able to provide vital nexus statements at no charge or refer you to a medically credentialed provider who can complete a medical opinion for a reasonable fee to help you pursue your claim or appeal. A VSO can help you file a claim or appeal; however, they generally lack professional medical experience to fully evaluate your medical evidence or symptoms, disability level, or provide resources to obtain the vital evidence you may need. |
| 2 | PERTAINS TO SECTIONS B/B1/C/C1 **Do you provide nexus letters?**<br>There are several routes to service connection for every potential disability. We do our best to evaluate and develop valuable medical evidence to assist in linking your disabili- ty condition to your military service, where appropriate. |
| 3 | PERTAINS TO SECTION C **What is a specialized Independent Medical Opinion, and why do I pay more for it?**<br>A specialized Independent Medical Opinion is developed by evaluating all your symptoms and medical evidence, applying this to statistically valid and reliable medical literature to support a link, or nexus, between your current disability condition and your service. This requires the work of a highly trained medical professional and may provide the vital evidence needed to win service connection for a disability. **Not all cases require this specialized evidence.** |
| 4 | PERTAINS TO SECTIONS D/D1 **Why is it important to keep Trajector Medical informed?**<br>Our medical evidence is most effective when we are made aware of updates that impact your claim as soon as you know about them. |
| 5 | PERTAINS TO SECTIONS E/E1 **What if you cannot help with my case?**<br>We strive to help as many Veterans as possible receive the benefits they are medically, legally and ethically qualified for. We are a medical evidence development and medical consulting company and can only help with claims supported by medical evidence. We are simply unable to help all Veterans develop supporting evidence for disability claims. If we determine we are unable to help you, we will recommend alternative options that may be able to assist you. |
| 6 | PERTAINS TO SECTION G **Will the VA still call me in for an examination if I use your company?**<br>Anytime you file for VA disability benefits, or if you are currently VA rated, the VA can contact you to evaluate your disabilities at any time. Trajector Medical has no control over your VA examination, and we recommend you attend any scheduled exam with the VA to properly evaluate your claim for benefits. |
| 7 | PERTAINS TO SECTION G **When do I pay you?**<br>You will only owe Trajector Medical if your VA disability benefits compensation increases. We ask that you pay us first when you receive your increase in monthly benefits. If you are unable to pay your balance in full when invoiced, we offer automatic monthly payment plans. Once your invoice is paid, we will review your case for additional claims or appeals if your claim is denied. |
| 8 | PERTAINS TO SECTION G/G3/G4/G5 **Can you provide an example of how your standard fees are calculated?**<br>**Standard Fee Examples:** If your VA pay goes up $700 per month you promise to pay us $3,500 (5 X $700 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $3,500 (5 X $700 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($3,500 plus the 1% monthly service charge).<br><br>Your VA pay may increase substantially depending on your current rating and the severity of your disability. If your VA pay goes up $2,000 per month you promise to pay us $10,000 (5 X $2,000 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $10,000 (5 X $2,000 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($10,000 plus the 1% monthly service charge). |
| 9 | PERTAINS TO SECTION H **Are there any "Hidden Fees"?**<br>No. Our agreement outlines our standard fee and if applicable, supplemental fees. Some claims may benefit from an independent evaluation by a licensed specialist (e.g. Psychology, Psychiatry, etc.). We do not have these specialists on staff, so we may refer you to a specialist who will charge a fee for the evaluation. Although this may be the best possible evidence for your case, there is no obligation to use these services. We may refer you to an outside legal team specializing in VA disability claims that will charge a contingency fee only if you win your case. Please Note: If our evidence leads to a win on appeal, you are still responsible to pay for services we have rendered under this agreement.<br><br>Below is an example of how, if applicable, supplemental fees would be calculated:<br>A client at 30% being paid $450 increases to 50%, being paid $900 with an effective date of 2-3-18 and a Rating Decision Letter (RDL) dated 4-15-19:<br><br>• **Appeals & Non-Conforming Claims:** $450 x 15= $6,750 x 10% = $675 added to the standard fee<br>• **CUE Claims:** $450 x 15= $6,750 x 25% = $1,687.50 added to the standard fee<br><br>**Convalescence Claim:** A client at 30% being paid $450 increases to a temporary 100%, being paid $3,000, with an effective period of 13 months: $2,550 x 13 months = $33,150 x 20% = $6,630 added to the standard fee<br><br>**CRDP:** A military retiree client at 30% being paid $450 increases to 50%, being paid $900: New VA Disability compensation of $900 x 5 = $4,500 (invoice total) |
| 10 | PERTAINS TO SECTION H1 **Why do I have to pay more for medical evidence developed in support of Appealed Claims?**<br>Appeal claims can be a complex and lengthy process. We do all of our medical evidence work and provide valuable evidence for your case up front and must do additional work for appeal claims. Due to this added complexity and use of additional resources, we charge a small supplemental fee of 10% of your increased disability compensation amount times the number of months between the effective date and award date. This is in addition to the standard fee you will owe us if your case wins. |
| 11 | PERTAINS TO SECTION H2 **What is a CUE Claim?**<br>Sometimes our medical team, or the VA, will identify a VA error in an original rating. If our team can identify an oversight of the medical evidence available to the VA at the original time of the assigned rating, you may be awarded retro pay back to the original effective date of the assigned disability rating. |
| 12 | PERTAINS TO SECTION I **If I am paying you, why can't you file my claims for me?**<br>We are a private medical evidence development and medical consulting company. As such, we have no affiliation with the VA and cannot represent Veterans before the VA in any way. |
| 13 | PERTAINS TO SECTION J **What happens if the VA denies my claim?**<br>We cannot guarantee that any VA disability claim will be approved, since the VA ultimately makes this decision. However, you have the option to appeal the decision. |

# EXHIBIT “M”

| Trajector Invoicing | | | | | | | | | Payments | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Original Invoice Date | Original Invoice Amount | Invoice Date | Invoice Amount | Supplemental Fee 10% | Fee | Invoice Adjustment | Invoice Total | Total Amount Due | Payment Date | Amount Paid | Total Paid to Trajector | Credit Card # |
| ~11/2/2022 | $1,508.70 | ~11/2/2022 | $1,508.70 | $0.00 | $0.00 | $0.00 | $1,508.70 | $1,508.70 | 11/3/2022 | $1,508.70 | $1,508.70 | 6860 |
| ~2/22/2023 | $1,031.55 | ~2/22/2023 | $1,031.55 | $0.00 | $0.00 | -$131.25 | $900.30 | $900.30 | 2/22/2023 | $900.30 | $900.30 | 6860 |
| 4/6/2023 | $6,180.05 | 4/6/2023 | $1,236.01 | $0.00 | $15.00 | $0.00 | $1,251.01 | | 4/14/2023 | $1,251.01 | | 6860 |
| | | | $1,236.01 | $0.00 | $15.00 | $0.00 | $1,251.01 | | 5/15/2023 | $1,251.01 | | 6860 |
| | | | $1,236.01 | $0.00 | $15.00 | $0.00 | $1,251.01 | | 6/15/2023 | $1,251.01 | | 6860 |
| | | | $2,556.73 | $0.00 | $15.00 | $0.00 | $2,571.73 | $6,324.76 | 7/7/2023 | $2,571.73 | $6,324.76 | 6860 |
| 10/30/2023 | $1,856.58 | 10/30/2023 | $1,450.45 | $0.00 | $15.00 | $0.00 | $1,465.45 | | 10/30/2023 | $1,465.45 | | 7194 |
| | | | $0.00 | $406.13 | $15.00 | -$34.81 | $386.32 | $1,851.77 | 10/30/2023 | $386.32 | $1,851.77 | 7194 |
| 11/30/2023 | $1,555.44 | 11/30/2023 | $1,296.20 | $259.24 | $0.00 | $0.00 | $1,555.44 | $1,555.44 | 11/30/2023 | $1,555.44 | $1,555.44 | 7194 |
| | | | | | | | | | | | **$12,140.97** | |

# EXHIBIT "N"

Wednesday, August 30, 2023

VET COMP & PEN MEDICAL
CO352-4050022 FL $ 2,836.74

Sunday, July 30, 2023

VET COMP & PEN MEDICAL
CO352-4050022 FL $ 2,577.50

Friday, June 30, 2023

VET COMP & PEN MEDICAL
CO352-4050022 FL $ 1,948.15

7 transactions found

Monday, October 30, 2023

VET COMP & PEN MEDICAL
CO352-4050022 FL

$ 777.82

Saturday, September 30, 2023

VET COMP & PEN MEDICAL
CO352-4050022 FL

$ 2,836.74

# EXHIBIT B

**BRADLEY/GROMBACHER, LLP**
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**AYLSTOCK, WITKIN, KREIS & OVERHOLTZ, PLLC**
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Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

> by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.,* Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.,* Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

### C. PLAINTIFF KIMBERLY PHILLIPS

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].
[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].
[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id*.

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

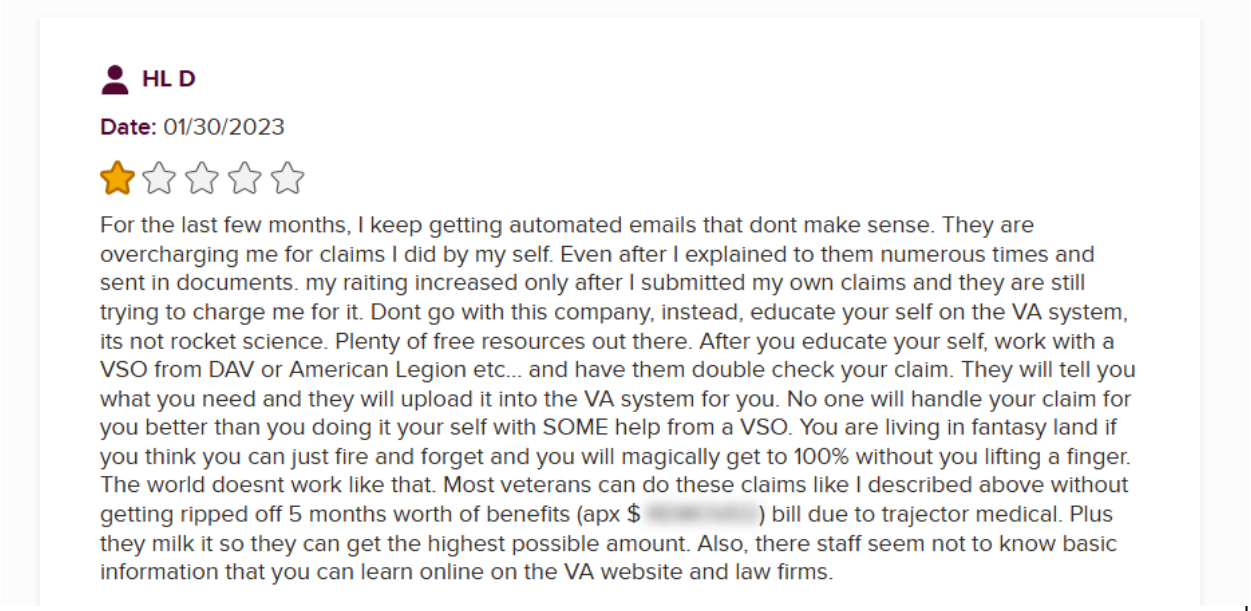
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

**Date:** 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ [redacted]) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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### E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq*., this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

## COUNT V: UNJUST ENRICHMENT

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

**VA Accreditation, Discipline, & Fees**
**Benefits Law Group**
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

understanding, and applying [title 38 of the Code of Federal Regulations] in your personalized medical evidence." Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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

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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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,

contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

# EXHIBIT C

Zoho Sign Document ID: 0HGX9MIJMIXSRYGSSWM3QHVDVPPBYRE7-BQASEAHS28


TRAJECTOR MEDICAL

VET COMP & PEN ★MEDICAL CONSULTING★

**Trajector Medical's** (as a d/b/a of Vet Comp & Pen Medical Consulting, LLC) mission is to improve the lives of Veterans by providing professional medical evidence development and medical consulting services to help Veterans identify potential VA disability benefits that they medically, legally and ethically qualify for. Our entire services agreement with you is detailed within this document, the attached FAQs, and the Notice of Privacy Practices.

| WE PROMISE TO | | YOU PROMISE TO | |
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| A | Evaluate your medical evidence and the various medical symptoms you suffer from and help you understand the potential VA disabilities you may qualify for. These services are provided under the federal VA rating disability evaluation standards and are not intended for the purpose of medical care or treatment. In applying the federal VA standards, it may be necessary for you to obtain an evaluation and diagnosis of your medical symptoms from a treatment provider for us to provide additional supportive evidence.<br><br>Our evaluation includes the use of proprietary technology we have developed through careful review of trends in health conditions and ratings for over 100,000 Veterans. This technology can aid in identifying potential health conditions and theories of service connection for us to consider in reviewing your medical history and symptoms. | A1 | Establish a free VA.gov or eBenefits account to file your medical evidence package with the VA in a timely manner and monitor your claim progress. |
| | | A2 | **NEVER** indicate or suggest that we are your VA Representative. You understand that we will not prepare, present, file, and/or prosecute a claim on your behalf and we strictly provide medical evidence development and medical consulting services. You are free to engage with a VA-accredited VSO agent or attorney to assist you with preparing, presenting, filing, and/or prosecuting your claim. However, we are unable to help you in any of those activities. |
| B | When supported by medical evidence, we work to establish a nexus link between your disability condition and your military service, evaluating DIRECT, AGGRAVATION, SECONDARY, and PRESUMPTIVE paths to VA Service Connection. We also provide medical consulting to help you document your symptoms as they apply to the federal VA standards. | B1 | Go to a VA Compensation & Pension examiner or private medical provider to establish a formal medical diagnosis and documentation of symptoms as required at your expense. While we review medical files and diagnoses, we do not provide examinations or diagnose medical conditions. |
| C | When supported by the medical evidence, we develop a comprehensive Medical Opinion addressing your symptoms, diagnoses and a medical nexus between your military service and your symptoms to support VA Service Connection. | C1 | Ensure the accuracy of all claim-related information before you provide it to the VA and assume all liability for any misrepresentations you make. |
| D | Use our medical knowledge to evaluate all the federal VA medical diagnostic codes that may apply to your symptoms, so that you can understand the potential VA disability ratings you may medically, legally and ethically qualify for. | D1 | Keep us informed of all communications you have with the VA and provide us any VA letters or C&P exam requests when you receive them. You are responsible for ensuring you meet VA filing deadlines. You authorize us, and any affiliates of ours, to use manual or automated means to communicate with you via email, text messaging, voicemail or mobile phone and understand that all calls may be recorded. |
| E | Refer you to other parties who can assist you better if we do not believe we are the best fit for all of your needs. | E1 | Understand we may not be able to help develop medical evidence or provide consulting to support every disability. |
| F | Act in accordance with the laws and regulations that enable private medical professionals to develop evidence in support of VA claims. | F1 | Either complete all VA forms by yourself or get assistance from a person accredited by the VA to complete VA forms. |

| OUR PROMISE REGARDING OUR FEES | | YOUR PROMISE REGARDING OUR FEES | |
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| G | We do not charge for anything other than medical evidence development and consulting services, which are based on information you provide us. You do not pay us unless you receive an increase in your VA disability pay. We do not charge any up-front fees, so we rely on you following through with the VA and sharing the results of your disability progress with us.<br><br>We do not require you to pay us out of the disability compensation you are paid each month. We do not ask or require you to assign us your disability compensation, medical benefits, or any other rights. We agree to advance our services to you with no advanced payment; HOWEVER, we want to be first in line to be paid as soon as you receive an increase in benefits. | G1 | You promise to take this process and your VA claim seriously and not miss any VA deadlines or appointments and to respect the VA staff and their required procedures. |
| | | G2 | You promise to contact us as soon as you receive your VA claim notification letter and your VA rating decision letter and provide us a copy of those letters so we can confirm the accuracy of the assigned effective date, confirm your awarded disability rating percentage is consistent with your medical evidence and the 38 CFR guidelines, and determine if you're eligible for any SMC (Special Monthly Compensation) based on your medical evidence. |
| | | G3 | You promise to pay our standard fee, which is equal to five (5) times the amount your monthly VA compensation increases by. In addition, Trajector Medical may charge a monthly service charge on amounts not paid when due from the due date until paid at the lesser of 1% percent per month or the maximum legal rate. However, if you pay your balance in full within ninety (90) days of the date on your VA claim notification letter, we will waive your monthly service charges. You agree that this fee and any additional monthly service charge is not a loan or forbearance but rather viewed as part of the fee for the services we provide. You shall pay all costs of collection, including, without limitation, reasonable attorney fees. |
| | | G4 | Once your claim is approved, you promise to pay your invoice by one of the following methods:<br>(a) Pay our fee in one lump sum within 10 days of receipt of our invoice; or<br>(b) Enroll in our Automatic Monthly Payment Program if you wish to divide your invoice into equal payments up to 5 months, or<br>(c) Make 2 to 5 equal monthly payments PLUS an additional $15 service charge each month if you choose to make payments via mail, online, or telephone that are not processed through our Automatic Monthly Payment Program. |
| | | G5 | With an increase in your monthly VA pay, you will often receive retro pay back to the effective date of your claim. You promise to pay our invoice as quickly as possible after your claim is approved. |
| | | G6 | You authorize us to act on your behalf and use your Protected Health Information for the limited purpose of ensuring that we are on notice of any changes to your medical conditions or disability benefit status. |

TRAJECTOR MEDICAL

## SUPPLEMENTAL FEE INFORMATION

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| H | We do not believe in hidden fees. Our supplemental fee information below details fees that may be applicable to you, based on your unique circumstances. |
| H1 | **Appeal Claims -** For ongoing medical evidence development and medical consulting services required during the appeal period, you promise to pay us our standard fee, plus a small supplemental fee equal to 10% of what your monthly VA compensation increases by times the number of months between the effective date and the award. |
| H2 | **CUE Awards -** For any Clear and Unmistakable Error or "CUE award", you promise to pay us our standard fee plus 25% of the current increased amount used in the standard calculations, times the number of months from the effective date to the decision date. |
| H3 | **Convalescence Claims -** For a temporary 100% convalescence claim, you promise to pay us our standard fee (if applicable), plus 20% of the gross total increase awarded for the convalescent period. |
| H4 | **Concurrent Retirement Disability Pay (CRDP) -** Military retirees that are below a 50% VA rating receive their VA disability pay as an offset. We do not charge a retiree until they reach a disability rating of 50% or higher. Once this threshold is reached, you promise to pay us five (5) times the monthly increase from zero dollars ($0) to your new level of total monthly VA compensation that you receive. |
| H5 | **Comprehensive Record Reviews -** If a comprehensive review of your records (100+ pages) is required, we will add a $250 Supplemental Fee. |
| H6 | **Independent Medical Examination (IME) Reimbursements -** Reimbursement of expenses advanced by us for any IMEs from approved third-party medical providers: In the event we (you and Trajector Medical) agree that you would benefit from being evaluated by a third-party medical provider, Trajector Medical may agree to advance a significant portion of the charge for the IME expense. In the event any claim(s) associated with the IME is approved, you promise to reimburse us for any IME expenses we've already paid for you. The IME expenses will be added to your invoice for their services. |

## WE ARE NOT

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| I | We are a medical evidence development and medical consulting services company, and WE ARE NOT a law firm nor VA accredited agents. WE WILL NOT AND CAN NOT provide legal advice and/or advise you on how to file VA benefits claims. WE ARE NOT affiliated with the VA. As a medical evidence development and medical consulting company, WE DO NOT guarantee the outcome of your claims. As a medical evidence development company, WE DO NOT treat medical conditions or prescribe medication. WE DO NOT receive any money from the VA.<br><br>**WE DO NOT ASSIST VETERANS IN DEFRAUDING THE VA.** |

## PLEASE PRINT AND SIGN BELOW

This agreement may be canceled at any time by either party; the cancelation date will be the date the non-canceling party acknowledges the cancelation request via email or the date on a certified mail delivery receipt. You agree that once we provide you a medical evidence package we will be paid for that work if you receive an increase in your VA pay for a claim using the medical evidence package we provided. You promise to pay us even if this agreement has been canceled prior to you receiving the increase in your VA pay. You agree to use one of the payment methods we provide to you as an option to pay our fee.

We may collaborate with, or refer you to, other parties that have products or services to offer you which we may have a financial interest in. Your engagement with any other party is optional and at your sole discretion. Any expenses associated with any third-party providers is at your own expense and separate from this agreement.

You acknowledge the medical evidence work and package provided is a confidential and copyright protected work product, and the trade secret and business systems used by us are exclusively owned by us. You are restricted from publishing, reproducing, distributing, or sharing any of our content or processes with any party (other than submitting our medical evidence package to the VA) unless you have specific written permission in writing from our General Manager. You understand that breach of this confidentiality and non-disclosure provision may cause extensive financial damage and you will be held liable for such breach.

This agreement may also be enforced by Trajector Medical's successor(s) or assigns to the same and full extent as Trajector Medical, and that nothing in this agreement or otherwise shall limit Trajector Medical's ability to assign this agreement or Trajector Medical's rights. Trajector Medical shall not be required to seek prior consent from you, and by your signature, you hereby consent to any such future assignment or succession.

This agreement, and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of Florida in effect when you executed this agreement, regardless of Florida conflict of laws principles.

If a dispute arises under this agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If that mediation is unsuccessful, the parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

While we develop medical evidence to support VA disability claims and provide medical consulting services, we are not accredited to prepare VA claims. To file a VA claim, you must complete VA forms. You acknowledge that you must physically enter your information onto VA forms and that you are responsible for the accuracy of all information that you enter and decide to submit to the VA.

You further acknowledge that if you submit a VA form and someone else completes that VA form for you, you will ensure that such assistance comes from a person accredited by the VA to prepare VA claims.

In the event any provision of this agreement is held to be unenforceable or void for any reason, the remainder of the agreement shall be unaffected and shall remain in full force and effect in accordance with its terms.

| Jeffrey Phillips | Jeffrey Phillips | [redacted] | 1962-[redacted] | 05/27/2022 |
|---|---|---|---|---|
| PRINTED NAME | SIGNATURE | SOCIAL SECURITY NUMBER | DATE OF BIRTH | DATE |

| [redacted] | [redacted] | Kim Phillips | [redacted] |
|---|---|---|---|
| PHONE # | EMAIL | ALTERNATE CONTACT (e.g. SPOUSE) | ALTERNATE CONTACT PHONE #/EMAIL |

| [redacted] | [redacted] | | [redacted] |
|---|---|---|---|
| ADDRESS | CITY | STATE | ZIP |

TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING % Not Rated THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY $ 0

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TRAJECTOR MEDICAL

# FAQ - FREQUENTLY ASKED QUESTIONS

**1** PERTAINS TO SECTIONS A/A1 **What's the difference between Trajector Medical and free VSO or DAV services?**

Trajector Medical provides professional medical evidence development services and medical consulting services by applying our medical knowledge to your situation and the VA rating schedule to evaluate your current symptoms and/or VA disability ratings. You determine the claims you wish to pursue, and the extent of our services is to provide medical evidence and consulting in support of your claim. For some conditions, we may be able to provide vital nexus statements at no charge or refer you to a medically credentialed provider who can complete a medical opinion for a reasonable fee to help you pursue your claim or appeal. A VSO can help you file a claim or appeal; however, they generally lack professional medical experience to fully evaluate your medical evidence or symptoms, disability level, or provide resources to obtain the vital evidence you may need.

**2** PERTAINS TO SECTIONS B/B1/C/C1 **Do you provide nexus letters?**

There are several routes to service connection for every potential disability. We do our best to evaluate and develop valuable medical evidence to assist in linking your disabili- ty condition to your military service, where appropriate.

**3** PERTAINS TO SECTION C **What is a specialized Independent Medical Opinion, and why do I pay more for it?**

A specialized Independent Medical Opinion is developed by evaluating all your symptoms and medical evidence, applying this to statistically valid and reliable medical literature to support a link, or nexus, between your current disability condition and your service. This requires the work of a highly trained medical professional and may provide the vital evidence needed to win service connection for a disability. **Not all cases require this specialized evidence.**

**4** PERTAINS TO SECTIONS D/D1 **Why is it important to keep Trajector Medical informed?**

Our medical evidence is most effective when we are made aware of updates that impact your claim as soon as you know about them.

**5** PERTAINS TO SECTIONS E/E1 **What if you cannot help with my case?**

We strive to help as many Veterans as possible receive the benefits they are medically, legally and ethically qualified for. We are a medical evidence development and medical consulting company and can only help with claims supported by medical evidence. We are simply unable to help all Veterans develop supporting evidence for disability claims. If we determine we are unable to help you, we will recommend alternative options that may be able to assist you.

**6** PERTAINS TO SECTION G **Will the VA still call me in for an examination if I use your company?**

Anytime you file for VA disability benefits, or if you are currently VA rated, the VA can contact you to evaluate your disabilities at any time. Trajector Medical has no control over your VA examination, and we recommend you attend any scheduled exam with the VA to properly evaluate your claim for benefits.

**7** PERTAINS TO SECTION G **When do I pay you?**

You will only owe Trajector Medical if your VA disability benefits compensation increases. We ask that you pay us first when you receive your increase in monthly benefits. If you are unable to pay your balance in full when invoiced, we offer automatic monthly payment plans. Once your invoice is paid, we will review your case for additional claims or appeals if your claim is denied.

**8** PERTAINS TO SECTION G/G3/G4/G5 **Can you provide an example of how your standard fees are calculated?**

**Standard Fee Examples:** If your VA pay goes up $700 per month you promise to pay us $3,500 (5 X $700 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $3,500 (5 X $700 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($3,500 plus the 1% monthly service charge).

Your VA pay may increase substantially depending on your current rating and the severity of your disability. If your VA pay goes up $2,000 per month you promise to pay us $10,000 (5 X $2,000 per month increase) plus a monthly service charge of 1% on your outstanding balance will be added to your fee. If you pay us $10,000 (5 X $2,000 per month increase) within 90 days of the date on your VA claim notification letter, the monthly service charges will be waived, so your balance will be paid in full. If you do not pay your invoice in full until after 90 days from the date on your VA claim notification letter, you will owe five (5) times the amount your monthly VA compensation increases by plus the 1% monthly service charge ($10,000 plus the 1% monthly service charge).

**9** PERTAINS TO SECTION H **Are there any "Hidden Fees"?**

No. Our agreement outlines our standard fee and if applicable, supplemental fees. Some claims may benefit from an independent evaluation by a licensed specialist (e.g. Psychology, Psychiatry, etc.). We do not have these specialists on staff, so we may refer you to a specialist who will charge a fee for the evaluation. Although this may be the best possible evidence for your case, there is no obligation to use these services. We may refer you to an outside legal team specializing in VA disability claims that will charge a contingency fee only if you win your case. Please Note: If our evidence leads to a win on appeal, you are still responsible to pay for services we have rendered under this agreement.

Below is an example of how, if applicable, supplemental fees would be calculated:
A client at 30% being paid $450 increases to 50%, being paid $900 with an effective date of 2-3-18 and a Rating Decision Letter (RDL) dated 4-15-19:

- **Appeals & Non-Conforming Claims:** $450 x 15= $6,750 x 10% = $675 added to the standard fee
- **CUE Claims:** $450 x 15= $6,750 x 25% = $1,687.50 added to the standard fee

**Convalescence Claim:** A client at 30% being paid $450 increases to a temporary 100%, being paid $3,000, with an effective period of 13 months: $2,550 x 13 months = $33,150 x 20% = $6,630 added to the standard fee

**CRDP:** A military retiree client at 30% being paid $450 increases to 50%, being paid $900: New VA Disability compensation of $900 x 5 = $4,500 (invoice total)

**10** PERTAINS TO SECTION H1 **Why do I have to pay more for medical evidence developed in support of Appealed Claims?**

Appeal claims can be a complex and lengthy process. We do all of our medical evidence work and provide valuable evidence for your case up front and must do additional work for appeal claims. Due to this added complexity and use of additional resources, we charge a small supplemental fee of 10% of your increased disability compensation amount times the number of months between the effective date and award date. This is in addition to the standard fee you will owe us if your case wins.

**11** PERTAINS TO SECTION H2 **What is a CUE Claim?**

Sometimes our medical team, or the VA, will identify a VA error in an original rating. If our team can identify an oversight of the medical evidence available to the VA at the original time of the assigned rating, you may be awarded retro pay back to the original effective date of the assigned disability rating.

**12** PERTAINS TO SECTION I **If I am paying you, why can't you file my claims for me?**

We are a private medical evidence development and medical consulting company. As such, we have no affiliation with the VA and cannot represent Veterans before the VA in any way.

**13** PERTAINS TO SECTION I **What happens if the VA denies my claim?**

We cannot guarantee that any VA disability claim will be approved, since the VA ultimately makes this decision. However, you have the option to appeal the decision.

# EXHIBIT D

# Medical Evidence Development Agreement

TRAJECTOR MEDICAL

## About Trajector Medical

Trajector Medical's mission is to improve the lives of Veterans by combining industry leading technology with live interaction/consultation with licensed medical professionals to help you identify, develop, and document supporting medical evidence for previously overlooked and underrated potential VA disability benefits that you are medically, legally, and ethically qualified for. While we do not treat medical conditions nor prescribe medications, we may consult with your Primary Medical Care Provider or review their records of your medical encounters. We operate in full compliance with 38 USC 5125 and other well-established laws and regulations that safeguard a Veteran's right to utilize private medical professionals in support of VA disability claims.

Our medical services and capabilities are significantly different than what VSOs are authorized and accredited to provide you. We focus exclusively on the medical aspects relating to your disability conditions. We are not VA accredited attorneys or agents or VSOs and we do not prepare (fill out VA application forms) or present (file) VA disability claims. You agree that Trajector Medical is not responsible for ensuring you meet VA filing deadlines nor responsible for any misrepresentations you make to the VA.

If our medical clients wish to utilize the medical evidence packet we develop for them, they are responsible for filling out their VA claim documents and submitting the evidence to the VA. We encourage you seek help from a VSO if you need assistance with filing your claim paperwork or any other services they provide. We are not affiliated with the VA nor do we receive any funding from the VA and we DO NOT control the VA processing times and cannot guarantee the outcome of your VA disability claim. It is possible, although uncommon, that your existing VA disability rating may be reduced if the VA determines an existing disability condition has significantly improved. We have a zero-tolerance policy for Veterans attempting to defraud the VA.

We never charge you any up-front fees and you only pay our fees, which are detailed below, after you receive an increased benefit. Many Veterans have had some success with free services provided by free VSOs and we strongly encourage you to fully exhaust all the free service options available to you (or exhaust your patience with the process) prior to contracting for professional services.

## Use of Your PII & PHI — Veteran Information Access Agreement / Limited Proxy Agreement

Trajector Medical and our affiliates may stand in your place as your limited proxy and utilize your personally identifying information (PII) and protected health information (PHI) to access, obtain and review information relating to your military service and military medical information, private medical information, and any VA or Social Security medical and disability benefits data reporting systems. This Limited Proxy Agreement is restricted to read-only access and does not extend to any decision-making authority on your behalf and does not authorize us to make any changes to your records. Only you or your VA or Social Security accredited representative or attorney are authorized to make changes to any information or prepare, present, or prosecute a claim for federal benefits. While we may refer you to other services we feel may be beneficial, we never sell your data. Consult our Notice of Privacy Practices for a full description of how we secure, use, and access your PHI.

## Our Communication with you about your PHI

During the course of our communications, it may be necessary for you to send or receive information that is confidential, sensitive, or falls under the category of Protected Health Information (PHI). However, there is a risk of interception or misdirection to undesired or unintended third parties, which could reveal information. By signing, you agree that for the purpose of providing medical consulting services, Trajector Medical may send PHI in email, email attachments, or SMS messages, using methods that may be subject to interception. Trajector Medical strictly limits the disclosure of PHI to the minimum amount necessary.

## Fee Structure

### 5X Monthly Increase

When you receive an increased benefit relating to any of the potential claim opportunities we identify for you, you agree to pay our Standard Fee equal to five (5) times the Total Increase in your VA pay from today's total monthly pay compared to the total you receive after a favorable VA rating decision. This 'Total Increase' calculation always includes COLA adjustments and any deletion or addition of dependents or other changes to your total VA monthly pay.

***We never charge you any up-front fees and you only pay after you win.***

While we don't require you to make any payments in advance. You agree to immediately notify us of any changes in your VA disability benefits. We will invoice you after you receive an increase in your VA pay and you promise to pay our invoice in full upon receipt. The VA will generally owe you retroactive pay for every month from the day you first file your claim until the day you win your claim. The average VA processing time varies and many medical clients receive a large lump sum payment for 6 or more months of retroactive pay which generally exceeds the amount of our invoice. This often enables our medical clients to pay our invoice in full upon receipt. In the event you do not receive a sufficient retroactive lump sum payment to pay our invoice in full, we will work with you to enroll in an automated monthly payment plan.

We add a 1% monthly service fee on unpaid invoice balances (or the maximum legal rate if it is less than 1% per month). However, if you pay your balance in full within ninety (90) days of the date on your VA claim rating decision notification letter, we will waive all of your monthly service fees.

***Standard Fee Example:***
*Your current baseline total VA monthly pay today is $500.*
*After you file claim for a potential overlooked or underrated disability we identify for you, your total VA monthly pay has increased to $1,400.*
*Your total monthly increase in total VA pay = $900*
*Your Standard Invoice = 5 times $900 or $4,500*

## Additional Terms

Trajector Medical is here to help you identify all your medical conditions, exposures, markers, symptoms, or traumas linked to your active duty and we then map those to additional benefit opportunities that may have been previously overlooked or underutilized. Trajector Medical may show you personalized recommendations for additional benefit opportunities. If you pursue some of these benefits, Trajector Medical may earn a fee from one of our partners.

We want our recommendations to improve the quality of your life and we choose partners that share our vision. We don't charge you a dime for these referrals and we do not sell or share your personal information with unaffiliated third parties for their own advertising or marketing purposes.

Your engagement with any other party is optional and at your sole discretion. Any expenses associated with any third-party providers is at your own expense and separate from this Agreement. You acknowledge that all of our medical evidence work products, documents, packets, and other developments, along with all medical consulting services we provide, are confidential and copyright protected work products, and the trade secrets and business systems used by us are exclusively owned by us. You are restricted from publishing, reproducing, distributing, or sharing any of our work product, content or processes with any party (other than submitting our medical evidence packet to the VA) unless you have specific written permission from our CEO. You may not use these processes, knowledge or documents to start a competing company or make them available to others. You understand that breach of this confidentiality and non-disclosure provision may cause extensive financial damage and you may be held liable for such breach. You agree that if you were to breach this paragraph, it would likely cause Trajector Medical substantial and irrevocable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Trajector Medical shall have the right to specific performance and injunctive relief.

By signing this agreement, you elect to subscribe to BenefitKarma, a membership community we partner with dedicated to discovering benefit opportunities. You acknowledge that information you provide herein may be shared with BenefitKarma. You provide express written consent that BenefitKarma may call or text you at the number you enter below for telemarketing/advertising purposes, including using an autodialer or prerecorded message. Consent is not a condition of purchase. Msg & data rates may apply. You can opt-out at any time. Visit BenefitKarma.com for more information.

Our entire Agreement with you is detailed within this document and all matters concerning its interpretation, construction, enforcement, and performance, shall be governed by and determined and enforced in accordance with the laws of Florida in effect when you executed this Agreement, regardless of Florida conflict of laws principles.

You | Trajector Medical | Both

*Please note that not all medical clients of Trajector Medical have the exact experience as described below and may not receive everything as described from Trajector Medical based on their circumstances.*

**1 Prepare for Battle**

- We are not your VA representative so we will not prepare, present, file, and/or prosecute a claim on your behalf. Although we help as much as we can with medical evidence collection and development, you must do your part. We can't do it without you.

**2 We Collect And Map Your Medical Symptoms to Potential Previously Undiagnosed or Underrated Disabilities**

- Conduct root cause analysis to determine if disabilities are potentially VA service connectable.
- Begin process to determine the appropriate disability impairment rating and the disability onset date (which relates to the VA % rating and effective date).
- Many medical clients feel this is the most valuable service we provide since we routinely uncover benefits for previously overlooked or underrated disabilities. We collect your medical symptoms and conditions then map your symptoms that apply to the federal VA standards to potential underrated or undiagnosed disabilities. Then we perform a Root Cause Analysis to determine whether the potential disabilities were likely to be caused or aggravated by your active duty service or are the secondary result of another VA rated disability. Many disabilities have variable impairment ratings due to the severity of your medical symptoms so we evaluate your reported symptoms to determine your expected disability rating along with the disability onset date to help establish your expected disability effective date. These approximations, which are based on our own standards, are not binding on the VA in any way, but have often proven helpful for our decision auditing purposes.

**3 You Select Disabilities to Pursue**

- You will review the list of potential disabilities that we identified for you and select the ones you want us to validate medical eligibility with our evidence-based approach. You understand and agree that we aren't able to develop a medical evidence packet supporting a disability that lacks medical or factual support.

**4 Both Engage in a Medical Evidence Specialist Strategy Call**

- You discuss your personal details with one of our licensed medical professionals so they can validate your symptomatology and refine the list of potential disabilities you want to pursue into a list of viable disability conditions, while developing a nexus strategy when supported by the factual and medical evidence. This allows us to have a medical professional answer your questions while obtaining the critical info needed for us to develop supporting medical evidence.

**5 We Develop Your Medical Evidence Packet**

- This is where our team members distill all the raw data we've collected about your medical symptoms and conditions, apply the VA disability and evaluation standards, and synthesize it into your personalized Medical Evidence Packet to clearly show the often complex relationship between your symptoms and disabilities, and when the evidence supports such a conclusion, how each disability may be linked back to your military service, along with the expected disability impairment rating and expected effective date.

**6 You File Your Claim**

- You are responsible for preparing and filing the disability benefits claims that you decide to pursue with the VA. You can submit our medical evidence packet as supplemental evidence to the VA separately or when you file your disability claim application.

**7 Both Engage in a Quality Assurance Session Prior to Medical Exam**

- Many Veterans are scheduled for a "VA Claim Exam" after they file a new disability claim. Since health conditions can change over time, and to help ensure that the examiner has accurate and up-to-date information on your symptoms, we schedule you for a Quality Assurance session prior to your VA exam to once again confirm the accuracy of your previously documented symptoms. We strongly urge you to attend your VA medical exam. We answer any questions you have and ensure you understand the medical examination process and how your symptoms relate to this exam so you don't have to be anxious about meeting with the VA examiner. Your VA Claim Examination is often the last opportunity you have to confirm the accuracy of your medical details prior to your claim being decided by the VA and we don't want you to feel intimidated and skip your exam.

**8 You Attend Your VA Medical Examination**

- Attending your VA medical examination is an important step to engage with the VA's medical examiner, allowing them to update their records and evaluate your disability symptoms and conditions. You promise to attend your VA exams.

**9 Both Collect and Process VA Decision Data**

- Trajector Medical relies heavily on data science to help identify benefit opportunities for tomorrow's Veterans. We do this by mapping millions of data points around our medical client's medical conditions and symptoms and markers to the ultimate VA rating decisions they are awarded. This enables us to identify less obvious fact patterns and unlock benefits for fellow veterans. It is critical that you authorize and provide access to your medical data and VA records and copies of any VA communications including disability benefit details and status, VA letters (e.g., VA Claim Decision Letter, VA Rating Breakdown and other documents reflecting a VA decision) and VA Claim Exam requests.

**10 We Audit VA Decision, Invoice, Terminate Any Appeal-Related Fees, Deliver Medical Audit Report and Referral to VA Accredited Appeals Representatives**

- We audit the VA's decision and compare it to the expected rating and expected effective date analysis we started in step 2 above. Even after our medical clients provide the VA Regional Office with medical evidence to fully justify a favorable decision, we often discover that they have won some benefits but have been wrongfully denied or short-changed with lower than expected ratings or have missed out on substancial retroactive pay due to an inappropriate disability onset date award.
- After the audit is complete, we will invoice you for any additional benefits you've received as detailed in our Fee Structure section above.
- Then we will terminate Trajector Medical's ability to invoice you for any future benefit increases related to any wrongfully denied or lower than expected ratings that you actively pursue on appeal.
- Our audits often uncover actionable oversights in the VA's decision relating to your medical evidence that you and your VA Accredited representative may fined useful to combine with appropriate legal arguments in an appeal to the Board of Veteran Appeals. We are not qualified to represent you in your appeals journey but we want to ensure you have the best shot at winning the VA benefits you medically, legally and ethically qualify for - so even though Trajector Medical will not invoice you for any claims you receive an increase from after an appeal, we provide you a copy of our Medical Audit Report absolutely FREE of CHARGE.
- Our Medical Audit Report is a medical evidence roadmap that Can be extremely valuable to your VA accredited attorney when drafting their legal arguments for your appeal to the Board of Veteran's Appeals. If you don't already have a fully qualified VA Accredited Representative who can combine your medical evidence with legal arguments to win at the BVA, we can refer you to proven performers to assist you.
- Even though our initial engagement with you is complete, into the future we will continue to connect with you to help identify any changes in your medical health and conditions that may indicate that you have additional potential disabilities or benefits to evaluate.

## Please Print and Sign Below

You hereby agree to begin receiving valuable proprietary medical consulting services from Trajector Medical which begins with us identifying potentially overlooked or underrated disabilities. You agree to provide us with all VA Rating Decision Letters that result from potential claims we identify for you within 15 days of receipt.

This Medical Evidence Development Agreement is entered into by the undersigned ("You") and Trajector Medical, LLC ("We" or "Trajector Medical") and are herein referred to, collectively, as ("The 'Parties") and the ("Agreement")

***Arbitration Agreement and Class Action Waiver***

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT. BY EXECUTING THIS AGREEMENT YOU AGREE THAT ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED BY BINDING ARBITRATION AND YOU THEREFORE WAIVE YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM. PLEASE MAKE SURE THAT ALL PROVISIONS OF THIS AGREEMENT ARE READ AND UNDERSTOOD BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PROVISION, YOU SHOULD SEEK LEGAL ADVICE.

***Mediation***

If a dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alachua County, Florida. Reasonable accommodations for attendance will be made as needed. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. Each party shall pay their own attorneys' fees associated with mediation.

***Arbitration***

This agreement to arbitrate is governed by the Federal Arbitration Act. If that mediation is unsuccessful, the Parties agree to submit the dispute to binding arbitration in Alachua County, Florida, under the Consumer Arbitration Rules of the American Arbitration Association (https://www.adr.org/consumer). Any dispute concerning or arising out of or under this Agreement, including a disagreement about this clause's meaning, application, or enforcement, shall be decided by the arbitrator. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other rights that You and We may have in court, may not be available in arbitration. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

***Arbitration Costs***

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the Parties. The general cost of arbitration can be found in the forms at https://www.adr.org/consumer. Each party is responsible for the costs of its attorneys, representatives and witnesses, and all other costs related to the development and presentation of their case. Trajector Medical will not pay for Your witnesses to travel to or from, or participate in, arbitration hearings.

***CLASS ACTION AND "CONSUMER MULTIPLE CASE FILINGS" WAIVER***

BY AGREEING TO ARBITRATE DISPUTES AS OUTLINED ABOVE, YOU HEREBY WAIVE, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, MULTIPLE CONSUMER-CASE FILINGS UNDER THE AAA, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. The foregoing waiver is referred to herein as the "Class Action Waiver". For California consumers, the Class Action Waiver does not include any waiver of a plaintiff's right to seek public injunctive relief under California's consumer protection statutes.

You and We agree that no arbitrator shall have authority to conduct any arbitration in violation of the Class Action Waiver or to issue any relief that applies to any person or entity other than You and We, individually. You acknowledge that this Class Action Waiver is material and essential to the arbitration of any claims and is non-severable from this section. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

*Initials:* GQ

***Limitations on Liability***

IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY TRAJECTOR MEDICAL, TRAJECTOR MEDICAL'S AGGREGATE LIABILITY AND DAMAGES TO YOU SHALL NOT EXCEED THE TOTAL MONEY YOU PAID TO TRAJECTOR MEDICAL FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT.

***Opportunity to Review***

You have been advised to exhaust all of the free assistance options available to you from VSOs and the VA, or exhaust your patience with those free options, prior to engaging with any professional service options that charge a fee. You have been given a full opportunity to review this Agreement prior to signing below.

***Discontinuation of this Agreement***

Either party may request to discontinue this Agreement at any time. However, even after discontinuation, you are still obligated to pay Trajector Medical if you receive an increase in your total VA pay resulting from a decision letter for any potential claims we previously identified and Trajector Medical is still obligated to provide you a copy of any of your medical records, PII and PHI that we've developed or have in our possession.

If you wish to discontinue, you must submit a request for discontinuation to Termination@trajector.com or via certified mail AND continue to provide us with ALL claims related closeout documents we request.

If we wish to discontinue, we must notify you in writing to your email address or via certified mail.

A completed discontinuation request will result in the following: 1. We will discontinue any work in progress for you and cancel any new work. 2. We will stop communicating with you by email, phone, and text message, except for communication regarding any financial obligations to us.

The effective discontinuation date will be the date on which the non-discontinuing party acknowledges the discontinuing party's request via email or the receipt of a certified mail delivery confirmation.

While we develop medical evidence to support VA disability claims and provide medical consulting services, we do not engage in, nor are we accredited to **prepare, present or prosecute VA claims**. To file a VA claim, you must complete VA forms. You acknowledge that you must physically enter your information onto VA forms and that you are responsible for the accuracy of all information that you enter and decide to submit to the VA.

You further acknowledge that if you submit a VA form and someone else completes that VA form for you, you will ensure that such assistance comes from a person accredited by the VA to prepare VA claims.

***Severability Clause***

In the event any term(s) of this Agreement is found to be invalid or unenforceable, only that term(s) shall be excised from the Agreement, but all other terms of the Agreement are to be implemented (including the portions of the class action waiver that are enforceable). In the event any unenforceable term(s) are excised from this Agreement, both Parties hereby agree to instruct the arbitrator or court to interpret and apply the remaining terms of the agreement, and any subsequent awards, in a manner that most consistent with the arbitrator's or court's understanding of the intent of the agreement as it was drafted on the date it was executed.

## Please Print And Sign Below

***You hereby authorize Trajector Medical and any of our affiliates to use manual or automated means to communicate with you via email, text messaging, voicemail, landline, or mobile phone and you understand that all calls may be monitored or recorded for quality assurance.***

| Gilbert Quijada | Gilbert Quijada Jr | Aug 21, 2024 |
|---|---|---|
| PRINTED NAME | SIGNATURE | DATE |

| [redacted] | [redacted]1979 | [redacted] | [redacted] |
|---|---|---|---|
| SOCIAL SECURITY NUMBER | DATE OF BIRTH | PHONE # | EMAIL |

| | |
|---|---|
| ALTERNATE CONTACT (E.G. SPOUSE) | ALTERNATE CONTACT PHONE #/EMAIL |

| [redacted] | [redacted] | | [redacted] |
|---|---|---|---|
| ADDRESS | CITY | STATE | ZIP |

TOTAL COMBINED VA SERVICE-CONNECTED DISABILITY RATING PERCENTAGE YOU ARE CURRENTLY RECEIVING % Not Rated

THE AMOUNT YOU CURRENTLY RECEIVE MONTHLY FROM THE VA FOR DISABILITY $ 0.00

# COMPOSITE EXHIBIT E

**Fill in this information to identify the case:**

Debtor Trajector Holdings, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03286

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 305-916-4500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03286 - Trajector Holdings, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Blvd., Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
305-916-4500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 12:47:48 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representatives of the putative Nationwide Class of Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**Nationwide Class of Initial Claimants**
**(Class Representative: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
31355 Oak Crest Drive, Suite 210
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
E-Mail: mbradley@bradleygrombacher.com
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**AYLSTOCK, WITKIN, KREIS & OVERHOLTZ, PLLC**
S. Mary Liu (CA Bar No. 282884)
17 East Main Street, Suite 200
Pensacola, Florida 32502
Telephone: (850) 202-1010
Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

> by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].
[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].
[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

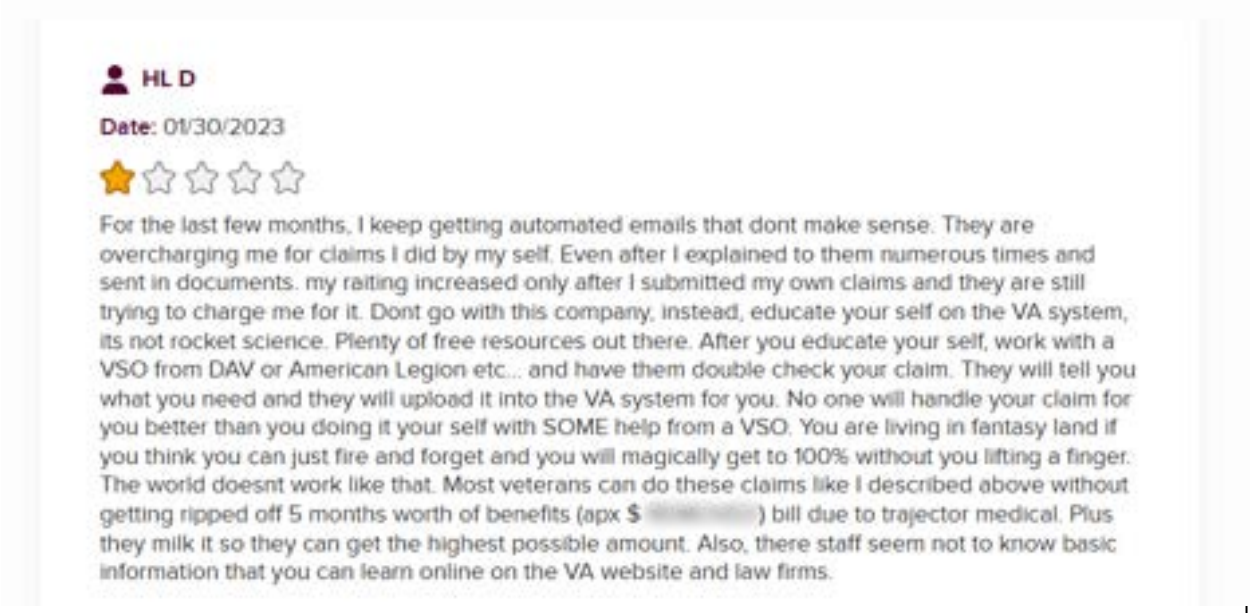
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

**COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**

**Cal. Civ. Code § 1750, *et seq*. ("CLRA")**

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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*Attorneys for Plaintiffs and the Proposed Classes*

VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

810 Vermont Avenue, NW
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ogcaccreditationmailbox@va.gov

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

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VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
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In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

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neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Medical, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03291

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



26032912609160000000000003

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03291 - Trajector Medical, LLC

**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Blvd., Suite 405
Coral Gables, FL, 33146
United States

**Phone:**
3059164500

**Phone 2:**

**Fax:**

**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded

**Related Document Statement:**

**Has Related Claim:**
No

**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No

**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
None

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No

**Amount of 503(b)(9):**
No

**Based on Lease:**
No

**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**

**Value of Property:**

**Annual Interest Rate:**

**Arrearage Amount:**

**Basis for Perfection:**

**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 12:52:55 p.m. Pacific Time

**Title:**
Counsel to the Class Claimants

**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representatives of the putative Nationwide Class of Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**Nationwide Class of Initial Claimants**
**(Class Representative: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Kiley L. Grombacher, Esq. (SBN 245960)
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Facsimile: (805) 270-7589
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E-Mail: kgrombacher@bradleygrombacher.com

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17 East Main Street, Suite 200
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Telephone: (850) 202-1010
Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

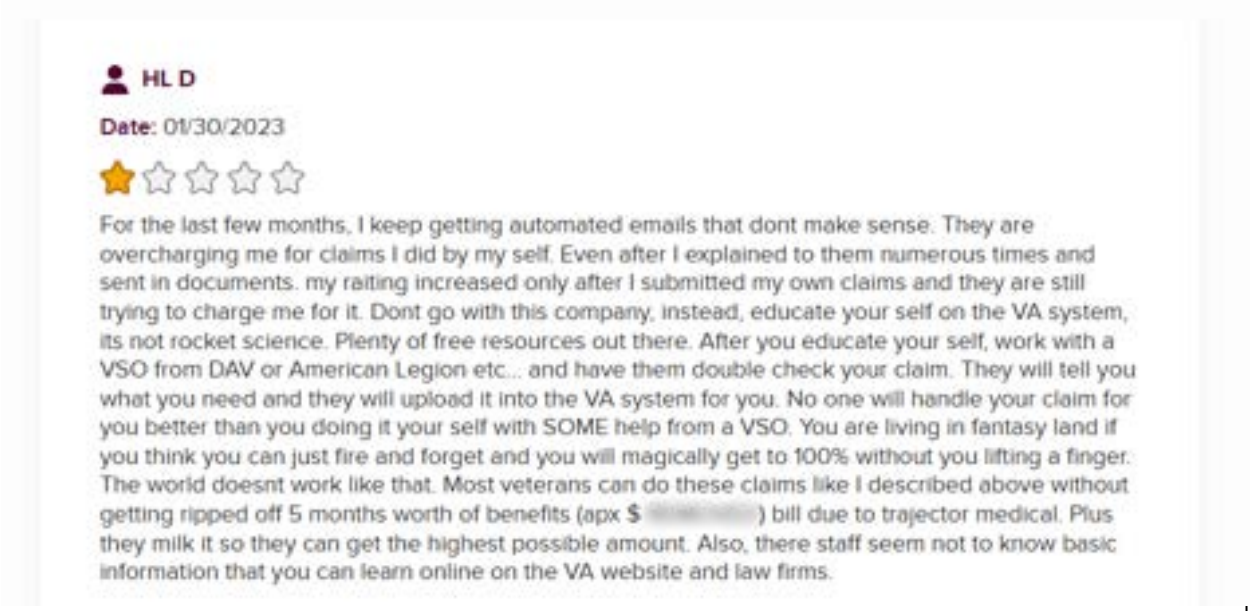
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

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*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Holdings, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03286

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03286 - Trajector Holdings, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:09:41 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

VN: BC1EFF5D35CF7760802F3D342EFD7E73

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representative of the putative Nationwide Class of Non-Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**Nationwide Class of Non-Initial Claimants**
**(Class Representatives: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to a non-initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND

Case No.:

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].
[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].
[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

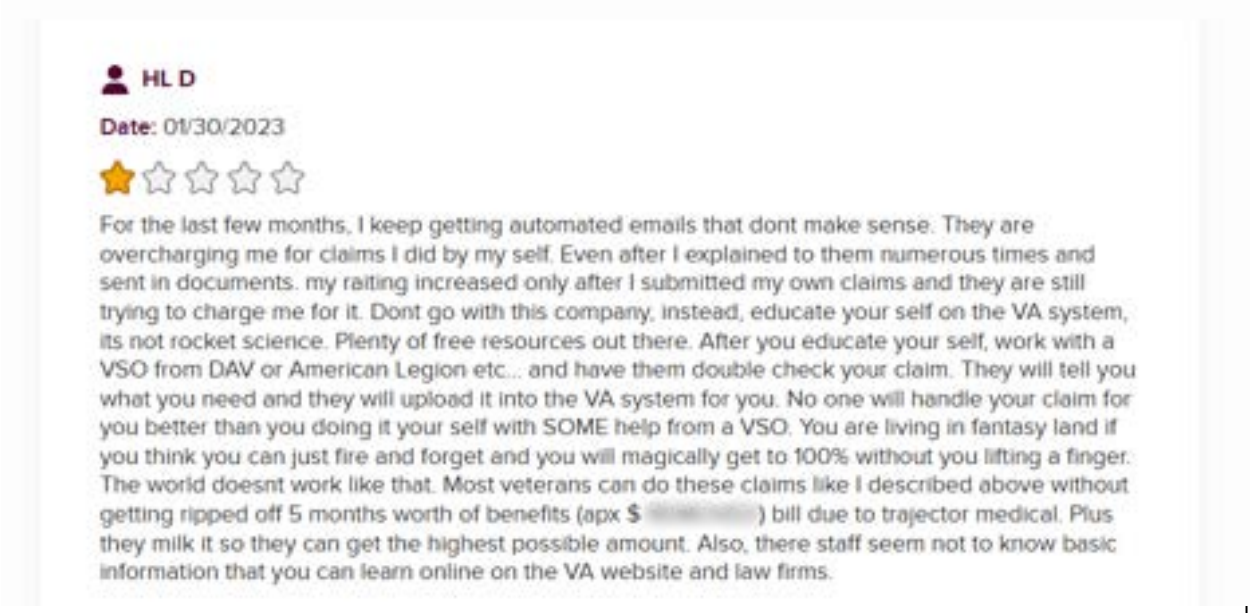
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

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Mr. James S. Hill

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

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*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Medical, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03291

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



26032912609160000000000004

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03291 - Trajector Medical, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:13:50 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representative of the putative Nationwide Class of Non-Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

## *Class Definition*.

The Class is defined as follows:

**Nationwide Class of Non-Initial Claimants**
**(Class Representatives: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to a non-initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Kiley L. Grombacher, Esq. (SBN 245960)
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E-Mail: mbradley@bradleygrombacher.com
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Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

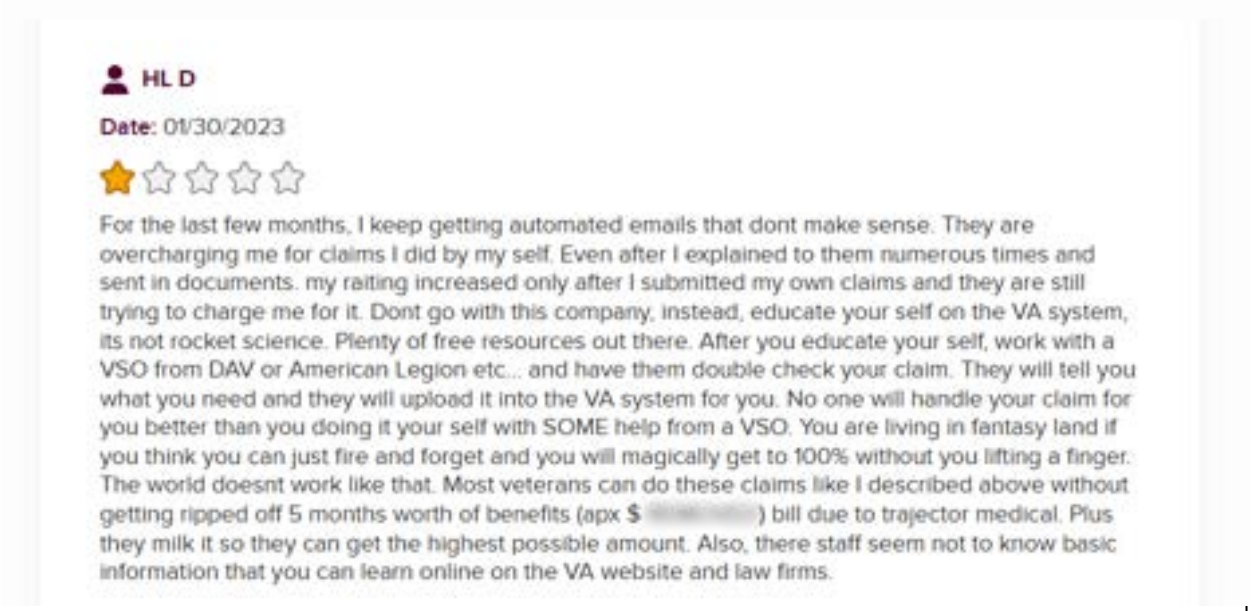
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

2.

Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Holdings, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03286

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03286 - Trajector Holdings, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
None

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:25:08 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representative of the putative State Class of Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**State Class of Initial Claimants**
**(Class Representatives: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Kiley L. Grombacher, Esq. (SBN 245960)
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Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
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Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

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[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

> by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

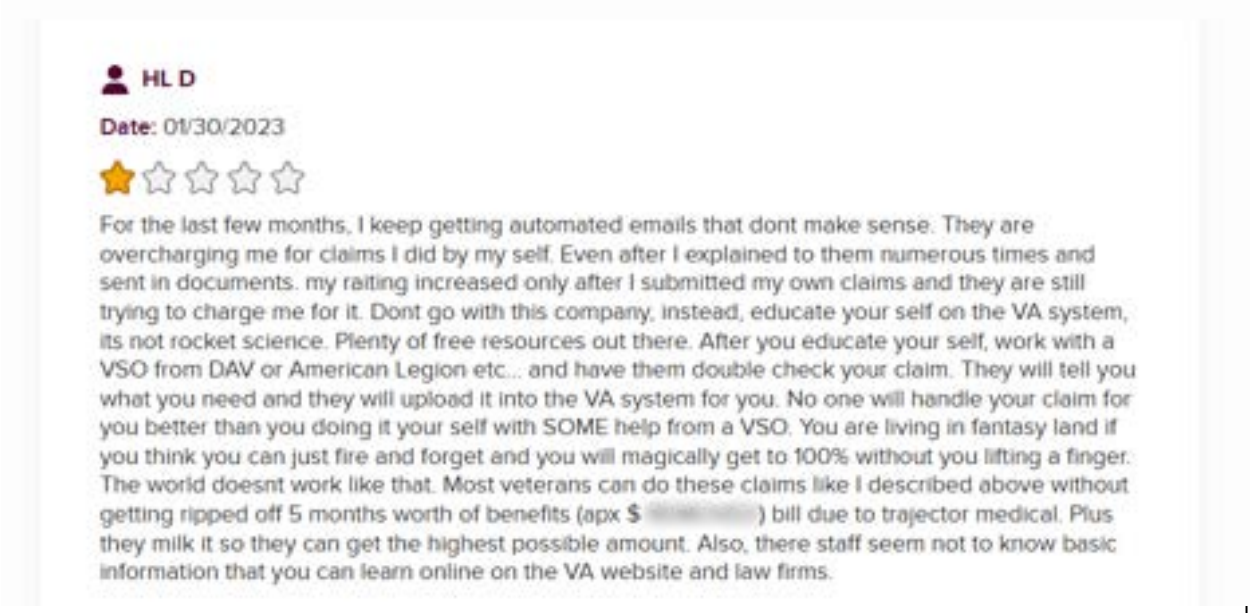
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

## COUNT V: UNJUST ENRICHMENT

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

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VA | U.S. Department of Veterans Affairs

**VA Accreditation, Discipline, & Fees**
**Benefits Law Group**
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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

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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

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*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Medical, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03291

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03291 - Trajector Medical, LLC

**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:32:59 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representative of the putative State Class of Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**State Class of Initial Claimants**
**(Class Representatives: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Kiley L. Grombacher, Esq. (SBN 245960)
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*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND

Case No.:

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

> by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

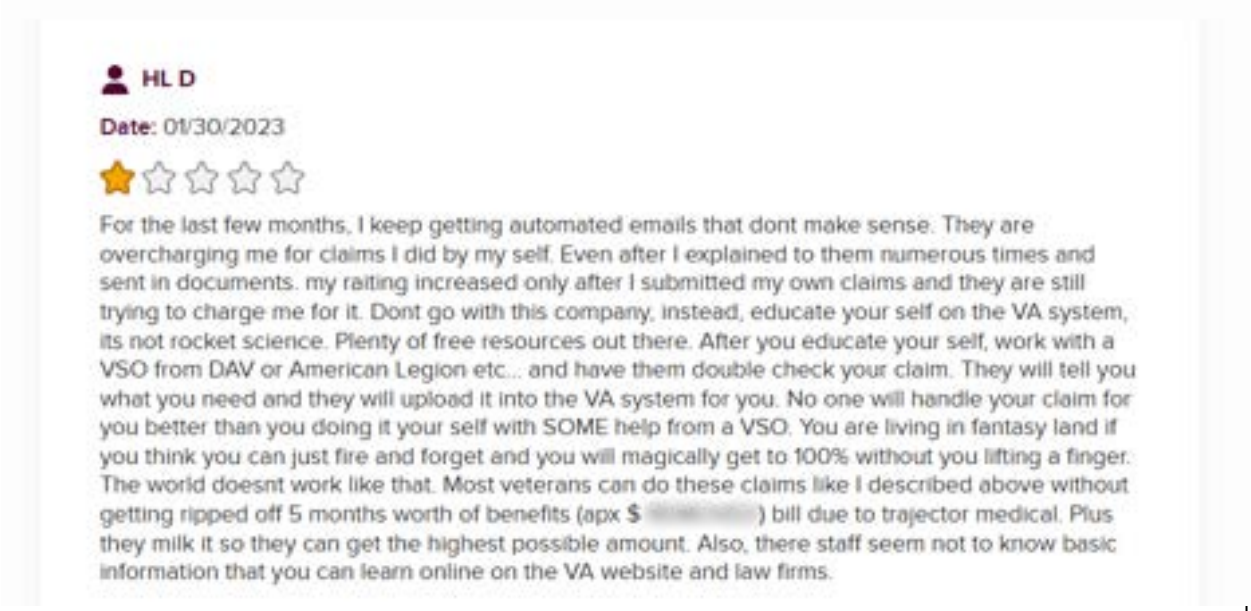
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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2.

Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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.

Mr. James S. Hill

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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

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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Holdings, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03286

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03286 - Trajector Holdings, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:37:28 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representative of the putative State Class of Non-Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

## *Class Definition*.

The Class is defined as follows:

**State Class of Non-Initial Claimants**
**(Class Representatives: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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E-Mail: kgrombacher@bradleygrombacher.com

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Telephone: (850) 202-1010
Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

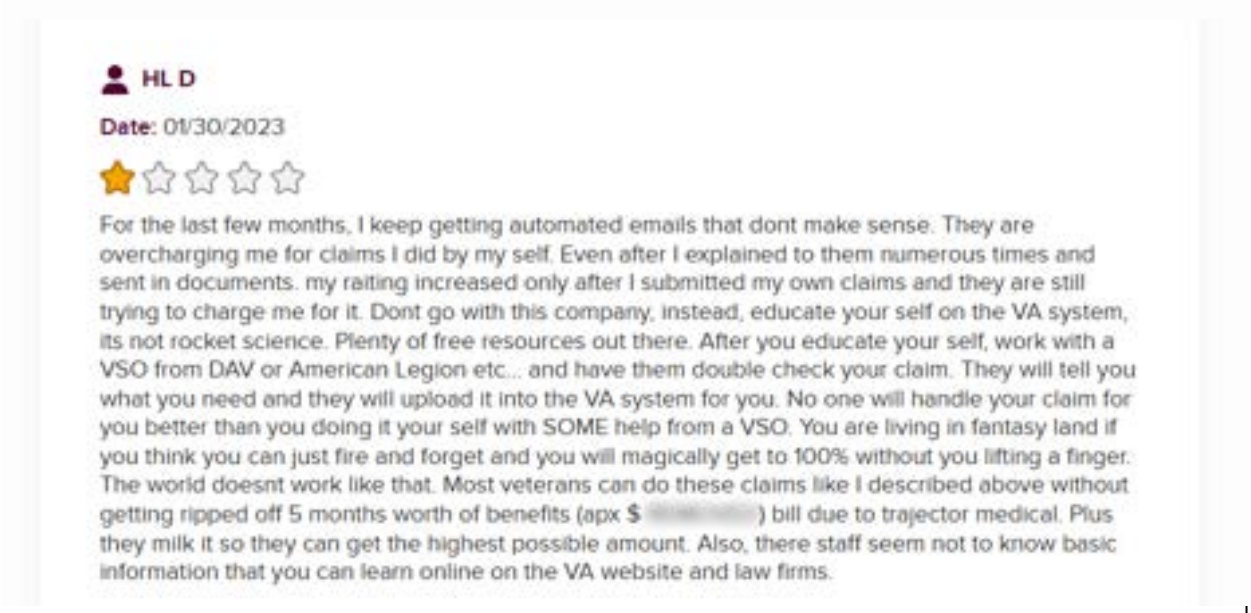
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,


HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

**VA Accreditation, Discipline, & Fees**
**Benefits Law Group**
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

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Mr. James S. Hill

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Medical, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03291

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



26032912609160000000000006

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03291 - Trajector Medical, LLC

**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Gilbert Quijada, Jr. and Jeffrey Phillips, on behalf of themselves and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:42:06 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Gilbert Quijada, Jr. and Jeffrey Phillips, individually and as representative of the putative State Class of Non-Initial Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**State Class of Non-Initial Claimants**
**(Class Representatives: Gilbert Quijada, Jr., Jeffrey Phillips)**

> All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022 through the Petition Date, paid the Debtors or any other operating entity of the Debtors, directly or indirectly and/or the Debtors claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom the Debtors charged, demanded, or collected any fee or payment in connection with such assistance.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Kiley L. Grombacher, Esq. (SBN 245960)
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Telephone: (850) 202-1010
Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

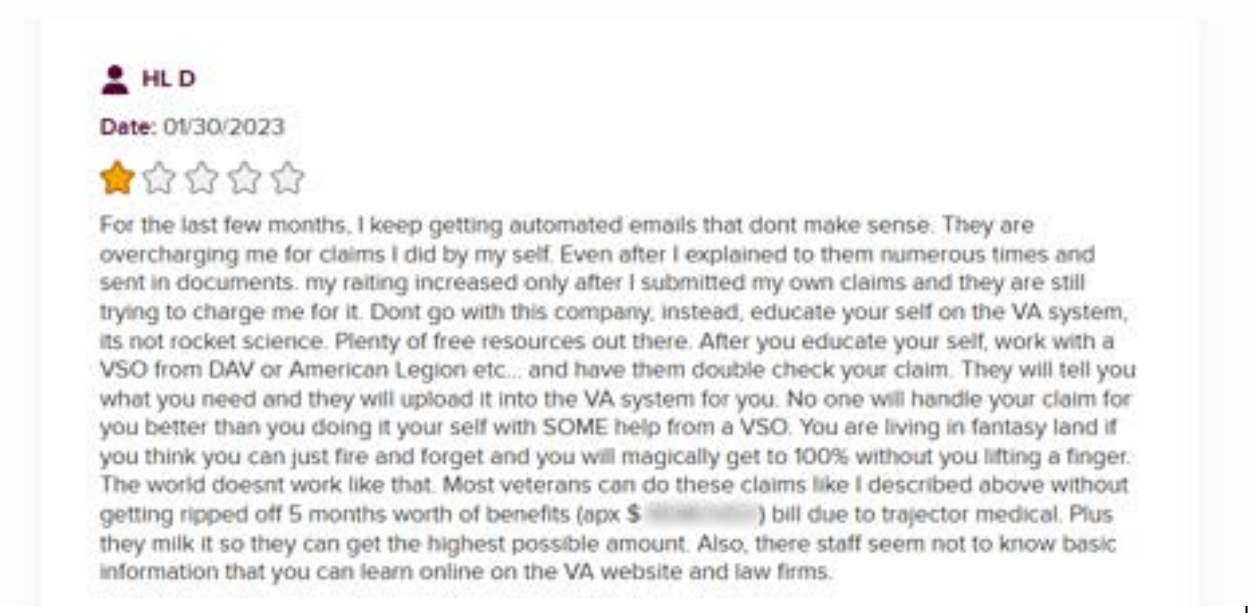
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

**COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**

**Cal. Civ. Code § 1750, *et seq*. ("CLRA")**

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

2.

Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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

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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Holdings, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03286

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Kimberly Phillips, on behalf of herself and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | Amount entitled to priority |
|---|---|
| ☑ No | |
| ☐ Yes. *Check all that apply:* | |
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03286 - Trajector Holdings, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Kimberly Phillips, on behalf of herself and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:47:20 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Kimberly Phillips, individually and as representative of the putative Nationwide Class of Dependents of Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**Nationwide Class of Dependents of Claimants**
**(Class Representative: Kimberly Phillips)**

> All Eligible Dependent Spouses (as defined in the Class Complaint) of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022 through the Petition Date, suffered any reduction in their dependent related VA disability benefits as a result of the Debtors or any other operating entity of the Debtors which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Kiley L. Grombacher, Esq. (SBN 245960)
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Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

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[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].
[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].
[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

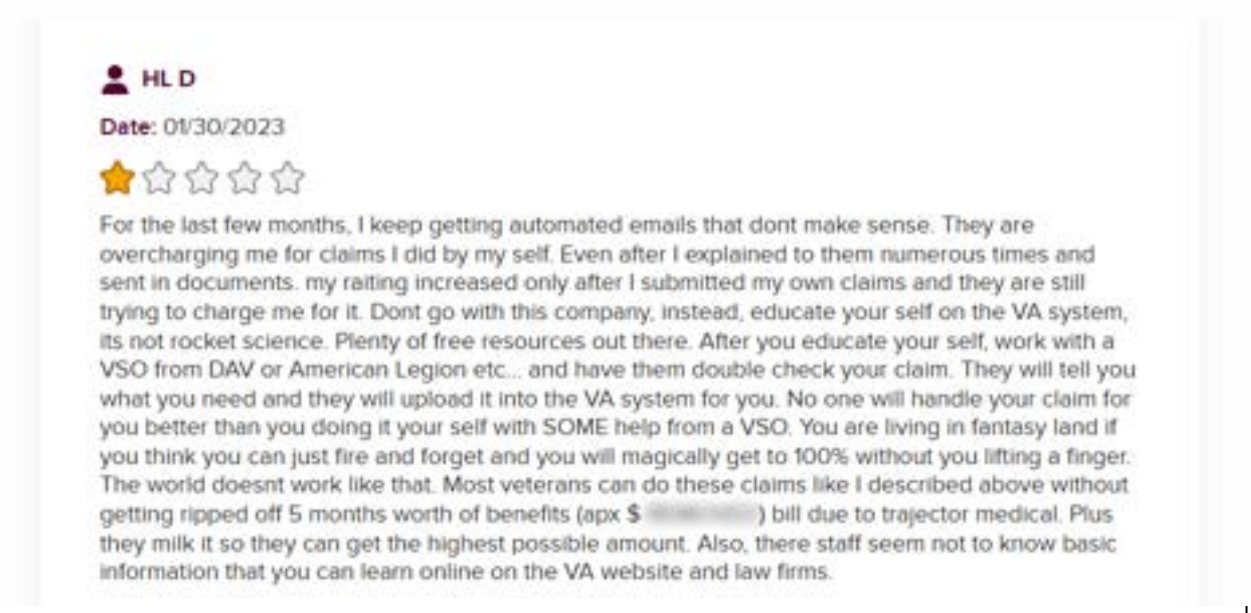
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

## COUNT V: UNJUST ENRICHMENT

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

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VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Medical, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03291

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Kimberly Phillips, on behalf of herself and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



26032912609160000000000007

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03291 - Trajector Medical, LLC

**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Kimberly Phillips, on behalf of herself and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States

**Phone:**
3059164500

**Phone 2:**

**Fax:**

**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded

**Related Document Statement:**

**Has Related Claim:**
No

**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No

**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No

**Amount of 503(b)(9):**
No

**Based on Lease:**
No

**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**

**Value of Property:**

**Annual Interest Rate:**

**Arrearage Amount:**

**Basis for Perfection:**

**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:52:05 p.m. Pacific Time

**Title:**
Counsel to the Class Claimants

**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Kimberly Phillips, individually and as representative of the putative Nationwide Class of Dependents of Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**Nationwide Class of Dependents of Claimants**
**(Class Representative: Kimberly Phillips)**

> All Eligible Dependent Spouses (as defined in the Class Complaint) of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022 through the Petition Date, suffered any reduction in their dependent related VA disability benefits as a result of the Debtors or any other operating entity of the Debtors which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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E-Mail: mbradley@bradleygrombacher.com
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Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

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[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

> by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

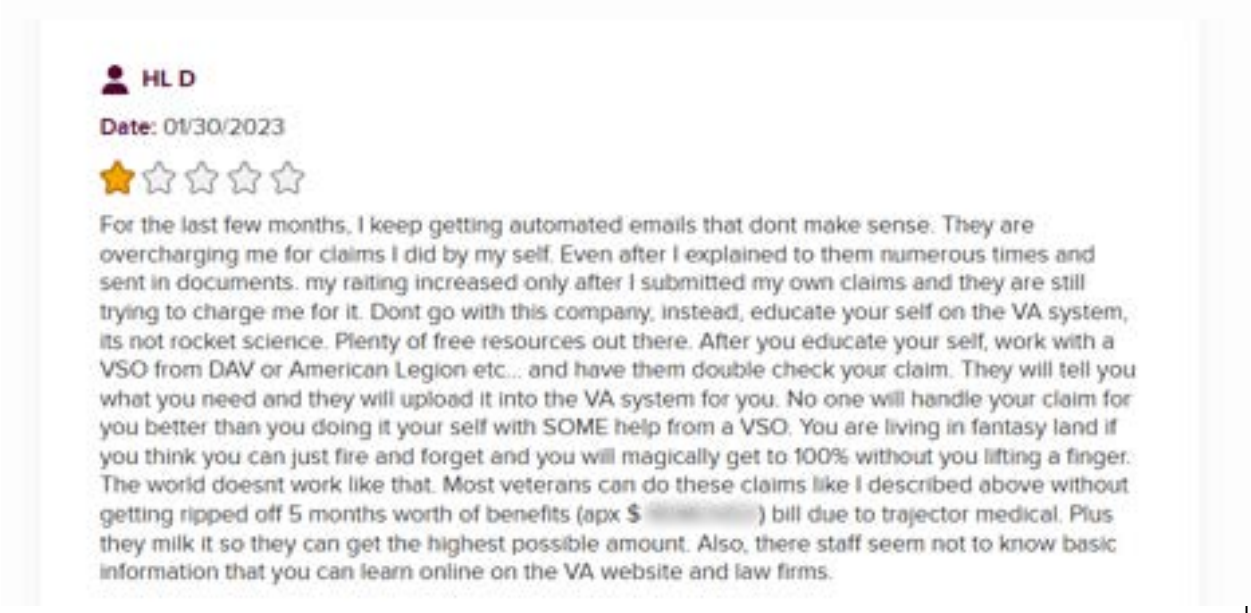
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

**COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT**

**Cal. Civ. Code § 1750, *et seq*. ("CLRA")**

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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.

Mr. James S. Hill

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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

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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

**BRADLEY/GROMBACHER, LLP**
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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

Claim #163 Date Filed: 9/16/2026

**Fill in this information to identify the case:**

Debtor Trajector Holdings, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03286

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Kimberly Phillips, on behalf of herself and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | Amount entitled to priority |
|---|---|
| ☑ No | |
| ☐ Yes. *Check all that apply:* | |
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03286 - Trajector Holdings, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Kimberly Phillips, on behalf of herself and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 1:56:59 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Kimberly Phillips, individually and as representative of the putative State Class of Dependents of Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**State Class of Dependents of Claimants**
**(Class Representative: Kimberly Phillips)**

> All Eligible Dependent Spouses (as defined in the Class Complaint) of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022 through the Petition Date, suffered any reduction in their dependent related VA disability benefits as a result of the Debtors or any other operating entity of the Debtors which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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Pensacola, Florida 32502
Telephone: (850) 202-1010
Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND

Case No.:

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

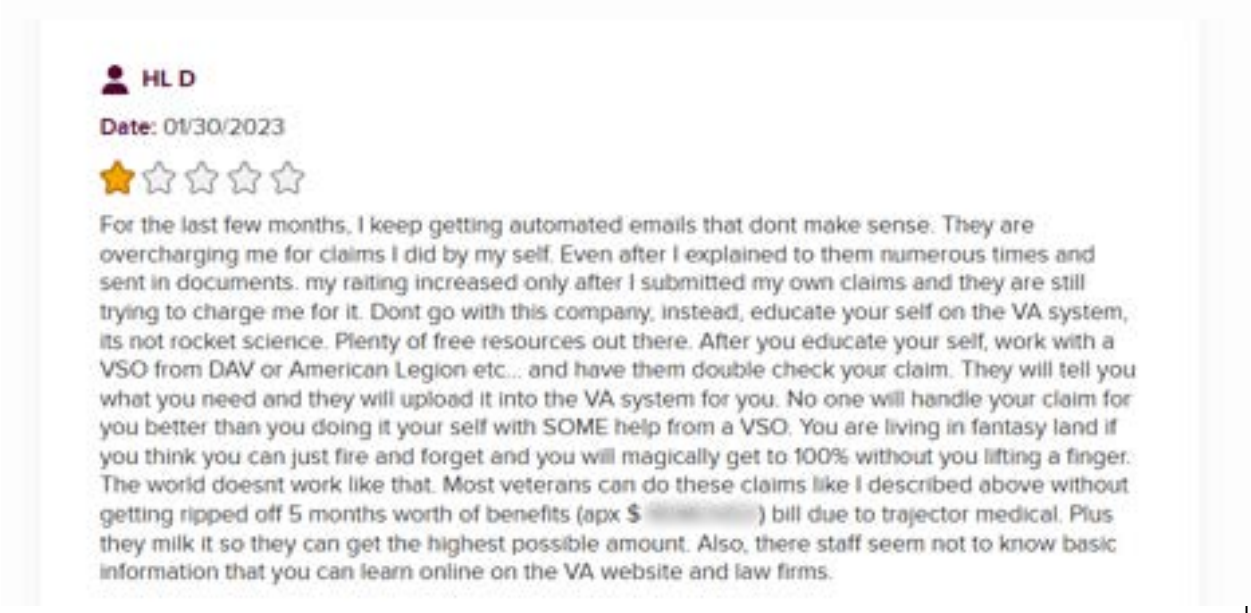
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

**COUNT V: UNJUST ENRICHMENT**

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

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VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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3.

Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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4.

Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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5.

Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

VA Accreditation, Discipline, & Fees
Benefits Law Group
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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,

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[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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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

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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips

**Fill in this information to identify the case:**

Debtor Trajector Medical, LLC

United States Bankruptcy Court for the: Middle District of Florida (State)

Case number 26-03291

Modified Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Kimberly Phillips, on behalf of herself and all similarly situated creditors

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| See summary page | |
| Contact phone 3059164500 | Contact phone |
| Contact email joe@packlaw.com | Contact email |

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?



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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**
   - ☑ No
   - ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ See attached Addendum . **Does this amount include interest or other charges?**
   - ☑ No
   - ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
   Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
   Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
   Limit disclosing information that is entitled to privacy, such as health care information.
   See attached Addendum to Proof of Claim

9. **Is all or part of the claim secured?**
   - ☑ No
   - ☐ Yes. The claim is secured by a lien on property.

   **Nature or property:**
   - ☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
   - ☐ Motor vehicle
   - ☐ Other. Describe: _____

   **Basis for perfection:** _____
   Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

   **Value of property:** $_____
   **Amount of the claim that is secured:** $_____
   **Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

   **Amount necessary to cure any default as of the date of the petition:** $_____

   **Annual Interest Rate** (when case was filed)_____%
   - ☐ Fixed
   - ☐ Variable

10. **Is this claim based on a lease?**
    - ☑ No
    - ☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
    - ☑ No
    - ☐ Yes. Identify the property: _____



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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | | Amount entitled to priority |
|---|---|---|
| ☑ | No | |
| ☐ | Yes. *Check all that apply:* | |
| ☐ | Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $ |
| ☐ | Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $ |
| ☐ | Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $ |
| ☐ | Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $ |
| ☐ | Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $ |
| ☐ | Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/16/2026
MM / DD / YYYY

/s/Joseph A. Pack
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Joseph A. Pack
First name Middle name Last name

Title: Counsel to the Class Claimants

Company: Pack Law
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____



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# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 249-2695 | International +1 (310) 751-2601

**Debtor:**
26-03291 - Trajector Medical, LLC
**District:**
Middle District of Florida, Jacksonville Division

**Creditor:**
Kimberly Phillips, on behalf of herself and all similarly situated creditors
Joseph A. Pack, Esq., Pack Law
4649 Ponce de Leon Boulevard, Suite 405
Coral Gables, FL, 33146
United States
**Phone:**
3059164500
**Phone 2:**
**Fax:**
**Email:**
joe@packlaw.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Authorized agent

**Other Names Used with Debtor:**

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
See attached Addendum to Proof of Claim

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
See attached Addendum

**Includes Interest or Charges:**
No

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No
**Amount of 503(b)(9):**
No
**Based on Lease:**
No
**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**
**Value of Property:**
**Annual Interest Rate:**
**Arrearage Amount:**
**Basis for Perfection:**
**Amount Unsecured:**

**Submitted By:**
Joseph A. Pack on 16-Sep-2026 2:01:10 p.m. Pacific Time
**Title:**
Counsel to the Class Claimants
**Company:**
Pack Law

# ADDENDUM TO PROOF OF CLAIM

Kimberly Phillips, individually and as representative of the putative State Class of Dependents of Claimants (the "**Class Representative**"), files this Proof of Claim on behalf of the Class Representative and all persons similarly situated within the putative class defined below (collectively, the "**Class**" and, together with the Class Representative, the "**Claimants**").

***Class Definition*.**

The Class is defined as follows:

**State Class of Dependents of Claimants**
**(Class Representative: Kimberly Phillips)**

> All Eligible Dependent Spouses (as defined in the Class Complaint) of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022 through the Petition Date, suffered any reduction in their dependent related VA disability benefits as a result of the Debtors or any other operating entity of the Debtors which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

This Proof of Claim arises from, relates to, and includes all claims, causes of action, rights to payment, damages, restitution, disgorgement, statutory relief, interest, attorneys' fees and costs, and other monetary or monetizable relief arising from or relating to the acts, omissions, transactions, practices, agreements, charges, payments, collection activity, and other conduct alleged in the *Class Action Complaint and Jury Trial Demand* filed in *Gilbert Quijada, Jr., et al. v. Trajector, Inc., et al.*, Case No. 2:26-cv-03792, in the United States District Court for the Central District of California (the "**Complaint**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference. The Complaint alleges, among other things, unlawful fee-charging and related practices in connection with services concerning VA disability benefits and seeks relief on behalf of the proposed classes. The claims asserted by this Proof of Claim include the claims presently alleged in the Complaint, as well as such claims, allegations, theories, remedies, and relief as may hereafter be amended, supplemented, clarified, refined, or otherwise asserted in the pending litigation or in connection with the Debtors' bankruptcy cases.

The amount of this Proof of Claim is presently ***unliquidated and undetermined*** and is subject to determination through further proceedings, including discovery, class certification, adjudication of liability, determination of the appropriate measure of damages and other relief, and application of any applicable interest, fee-shifting, restitutionary, statutory, equitable, or other remedies. Nothing in this Proof of Claim shall be construed as limiting the Class or any Class Member to any particular theory of liability, measure of damages, remedy, factual allegation, legal contention, or amount of recovery.

***Reservation of Rights.***

The Claimants expressly reserve all rights, claims, causes of action, arguments, defenses, remedies, and entitlements, including, without limitation, the rights: (a) to amend, modify, supplement, clarify, correct, restate, or otherwise revise this Proof of Claim at any time and for any reason permitted by applicable law, including to reflect additional or different facts, legal theories, class definitions, damages calculations, remedies, or supporting documentation; (b) to amend or supplement the Complaint and to assert any additional, alternative, or successor claims or causes of action arising from the conduct alleged therein; (c) to seek certification and treatment of the Class, or any modified, amended, narrower, broader, or otherwise differently defined class or subclass, under applicable law, including Federal Rule of Bankruptcy Procedure 7023; (d) to seek allowance of the claims of the Class Representative and the Class on a class-wide, aggregate, representative, individual, or other legally permissible basis; (e) to seek all damages and other monetary or monetizable relief available under applicable law, including restitution, disgorgement, statutory damages, actual damages, punitive or exemplary damages to the extent permitted, prejudgment and postjudgment interest, attorneys' fees, costs, and expenses; and (f) to rely upon any facts, documents, testimony, expert opinions, discovery, or other evidence developed after the filing of this Proof of Claim.

The filing of this Proof of Claim is not intended, and shall not be construed, as: (i) a waiver, release, compromise, satisfaction, or abandonment of any claim, cause of action, right, remedy, or defense of the Class Representative or any Class Member; (ii) a waiver of any right to class certification or class treatment; (iii) a limitation on the scope or amount of any claim asserted by or on behalf of the Class; (iv) an election of remedies; (v) a consent to the adjudication by the Bankruptcy Court of any matter for which consent is required and has not otherwise been given; or (vi) a waiver of any right to jury trial, appellate review, withdrawal of the reference, or any other procedural or substantive right. The Claimants further reserve all rights with respect to any objection to, estimation of, classification of, treatment of, or proposed compromise or satisfaction of this Proof of Claim.

For the avoidance of doubt, this Proof of Claim is intended to assert, preserve, and encompass the fullest claims and rights to payment held by the Class Representative and the Class arising from or relating to the conduct alleged in the Complaint, as the Complaint or such claims may hereafter be amended or supplemented, without prejudice to any further amendment or supplementation of this Proof of Claim.

**Exhibit A**

**Class Action Complaint and Jury Trial Demand**

**BRADLEY/GROMBACHER, LLP**
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E-Mail: kgrombacher@bradleygrombacher.com

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Fax: (850) 916-7449
Email: mliu@awkolaw.com

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION**

| | |
|---|---|
| GILBERT QUIJADA, JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,<br><br>Plaintiffs,<br><br>vs.<br><br>TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,<br><br>Defendants. | CLASS ACTION COMPLAINT AND JURY TRIAL DEMAND<br><br>Case No.: |

Plaintiffs, GILBERT QUIJADA, JR. ("Staff Sergeant Quijada"), JEFFREY PHILLIPS ("Chief Petty Officer Phillips"), and KIMBERLY PHILLIPS ("Mrs. Phillips") (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, by and through undersigned counsel, bring this Class Action Complaint against Defendant Trajector, Inc. ("Trajector") and Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC ("Trajector Medical") (collectively, "Defendants") for their deceptive, unlawful, and abusive practices towards our Nation's disabled persons who have served in the United States armed forces ("Veterans") and their spouses. Plaintiffs seek a declaratory judgment and monetary damages on behalf of the proposed Classes who have been wrongly charged by the Defendants, which acted unlawfully in providing services assisting and preparing Department of Veterans Affairs disability benefits claims, which by law require proper accreditation.

Plaintiffs allege the following based upon personal knowledge, investigation by counsel, and facts that are a matter of public record and, as to all other matters, upon information and belief.

## INTRODUCTION AND FACTUAL BACKGROUND

1. This case is about illegal fees charged to disabled Veterans by Florida-based companies, Trajector, Inc. and Trajector Medical, LLC.

2. This class action lawsuit arises from the unlawful and deceptive practices of Defendants who for years have preyed, and continue to prey, upon our disabled Veterans by charging them, and, as applicable, their spouses, exorbitant and unlawful fees for assistance with the preparation, presentation, and/or prosecution of disability claims and appeals through the United States Department of Veterans Affairs ("VA"), in direct violation of federal law.

3. Moreover, Defendants engage in unfair and deceptive trade practices and predatory collection practices in their unlawful scheme to induce disabled Veterans to

retain their services, only to systematically take advantage of them throughout the VA disability claims process by intentionally ignoring federal regulations and laws which are designed to protect Veterans from overcharging "claim sharks." Indeed, federal regulations and laws require organizations, agents or attorneys who provide consulting services or assistance to Veterans with preparing, presenting, or prosecuting VA disability claims and appeals to receive accreditation in order to be compensated for these services. These regulations and laws also grant the VA oversight authority to these accredited organizations, agents, or attorneys and require those individuals who assist Veterans to comply with certain standards and conduct, such as requiring fees for these services to be reasonable and commensurate to the services performed.

4. Veterans who become disabled after suffering a disease or injury during active military, naval, air, or space service, or whose preexisting conditions are aggravated by such service, may be entitled to monthly tax-free disability compensation benefits from the VA. *See* 38 U.S.C. §§ 1110, 1115, 1131; 38 C.F.R. §§ 3.4(a), (b)(1). To obtain these benefits, a Veteran must submit a formal disability claim for compensation to the VA. *See* 38 C.F.R. § 3.151(a).

5. This disability benefit claim process is intended to be non-adversarial and the Secretary of the VA also has a duty to make reasonable efforts to assist and obtain relevant evidence to help Veteran claimants with their disability benefits claim submissions. *See* 38 C.F.R. § 5103A.

6. Federal law restricts representation of claimants in the preparation, presentation, and prosecution of claims for VA disability benefits to individuals who have been accredited by the VA as a representative, agent, or attorney. *See* 38 C.F.R. § 14.629(b)(1). The same regulatory framework prescribes both the circumstances under which an accredited representative, agent, or attorney may charge fees and the permissible amount of such fees. *See* 38 C.F.R. § 14.636. Statutory law further prohibits the imposition of any fee for services associated with the preparation or filing

of an initial claim for VA benefits. *See* 38 U.S.C. § 5904(c)(1).

7. Numerous Veterans Service Organizations ("VSOs") help Veterans initiate their VA disability benefits claims at no cost. Many Veterans rely on VSOs to file their initial claims, while others choose to proceed without formal representation or guidance from another organization, agent or attorney.

8. Following an adverse determination or a disability rating perceived as inadequate, a Veteran may seek further review of the VA's decision through an appeal. Veterans may also request an increased disability rating—and a corresponding increase in compensation—if their service-connected impairments have deteriorated. Throughout this process, some claimants continue to act *pro se*, others utilize assistance from VSOs, and some engage the services of VA-accredited agents or attorneys operating on a fee-for-service basis.

9. A fee for representation on a Veteran's benefits claim must be reasonable at all times. *See* 38 C.F.R. § 14.636(e). Pursuant to VA's standards of conduct for accredited individuals, it is a VA-accredited attorney or agent's responsibility to ensure that he or she does not "receive a fee that is clearly unreasonable or otherwise prohibited by law or regulation." 38 C.F.R. § 14.632(c)(5). The reasonableness review process under 38 C.F.R. § 14.636(i) can lead to the suspension or cancellation of accreditation under 38 C.F.R. § 14.633(c)(6), which specifically refers to "[c]harging excessive or unreasonable fees for representation as determined by VA."

10. For years, Defendants, which are not accredited by the VA as representatives, agents, or attorneys, have systematically targeted vulnerable Veterans suffering from service-connected disabilities, charging them unreasonable and excessive fees of $4,500 to $20,000, or more, for services that federal law expressly provides must either be reasonable or be rendered free of charge by VA-accredited

representatives, agents, or attorneys.[1]

11. Defendants' conduct violates 38 U.S.C. § 5904(c)(1), which explicitly prohibits the charging of fees for assistance with preparing and filing an initial VA disability benefits claim, as well as ancillary federal laws protecting Veterans and consumers. *See, e.g.,* 38 U.S.C. §§ 5904(c)(1); 38 C.F.R. § 14.636. Defendants' conduct and actions also violate 38 C.F.R. § 14.636(e) regarding unreasonable contingency fee agreements.

12. Defendants have known for years that their conduct violates federal law and regulations as they, and one of their predecessor companies, Vet Comp and Pen Medical Consulting, LLC, have been repeatedly warned by the Department of Veterans Affairs Office of General Counsel ("VA OGC"), the federal agency responsible for overseeing and regulating Veteran disability claims practices, in written cease-and-desist letters, to cease such activities.

13. On June 29, 2017, the VA OGC sent an explicit cease-and-desist letter[2] to Defendant Trajector Medical (formerly Vet Comp and Pen Medical Consulting, LLC) stating that it "may be engaged in illegal activities, which include the unauthorized preparation, presentation and prosecution of claims for VA benefits, as well as charging claimants for your services." The letter further details Trajector Medical's lack of accreditation, lack of any lawful basis to charge Veterans fees for assisting them in the preparation, presentation, and prosecution of their VA Claims, and that their conduct violates VA standards of conduct prohibiting accredited individuals from engaging in conduct involving fraud, deceit, misrepresentation or dishonesty. The letter ends with "[t]herefore, you and your organization are prohibited by law from representing veterans before VA."

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[1] *See* https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf [https://web.archive.org/web/20260402001504/https://www.va.gov/OGC/docs/Accred/TipsonFeeAgreementsforVeteransClaims.pdf].

[2] Attached as **Exhibit A**.

14. In January 2022, the VA OGC sent another cease-and-desist letter[3] stating that Defendants' conduct "likely violates 38 U.S.C. § 5904" and warned of referral to law enforcement if the Defendants did not comply, yet Defendants have ignored these warnings and continued their scheme, escalating and expanding their unlawful practices rather than ceasing them.

15. To aid in their unlawful enterprise, Defendants employ an automated calling system known as "CallBot" that repeatedly calls VA hotlines[4] using Veterans' personal information such as names, Social Security numbers, and dates of birth, to access and monitor Veterans' private, confidential disability benefits compensation information without adequate consent or disclosure.

16. Defendants use this unlawfully obtained information to determine when a Veteran's disability benefits claim has been approved or their awarded compensation for benefits has been increased.

17. Once CallBot detects an initial award or an increase in a Veteran's disability compensation, Defendants then send a bill to the Veteran based on the newly approved award, often demanding fees equal to at least five times the Veteran's monthly disability payment or, for an increased award, at least five times the increased monthly disability payment. Defendants further launch collection efforts to Veterans characterized by frequent and persistent phone calls, including multiple calls per day, and threats about consequences for nonpayment. The charges are demanded by Defendants *regardless* of whether Defendants' actual services materially contributed to the favorable VA decision(s).

18. These abusive tactics are particularly harmful because they target disabled Veterans, many of whom suffer from Post-Traumatic Stress Disorder ("PTSD"),

[3] Attached as **Exhibit B**.

[4] These VA hotlines are designed for Veteran's to directly obtain information about their disability benefits status and compensation amounts, not third-party companies such as Defendants.

traumatic brain injury, depression, or other service-connected conditions that make them especially vulnerable to harassment and financial pressure.

19. Defendants' contracts and disclosures obscure the nature and basis of their fees, fail to explain that federal law prohibits charging for help with initial claims, and do not clearly disclose that comparable assistance is available at no cost from VA-accredited organizations, agents or attorneys.

20. Defendants' fees are not limited to any actual benefit provided to the Veteran; instead, they apply to all disability claims asserted by, or on behalf of the Veteran, regardless of whether the Defendants assisted with, or participated in, those claims. This practice is deceptive and results in unreasonable, unlawful payments to Defendants as well as Defendants' unjust enrichment.

21. An NPR investigation,[5] conducted in partnership with The War Horse nonprofit newsroom[6] published in December 2025, documented Defendants' unlawful practices through interviews with sixty (60) Veterans who had used Defendants' services, eleven (11) former employees of Defendants, and analysis of multiple cease-and-desist letters from the VA spanning from 2017 to 2022.

22. This investigation revealed that Defendants' fee structure and collection practices violate federal law, that the Defendants lack VA accreditation, and that Defendants continue to operate despite explicit warnings from the federal government to cease and desist these activities that likely constitute unlawful conduct.

23. The VA OGC has made clear that:

> [T]he phrase "practice before VA" signifies the acts of preparing, presenting, or prosecuting a claim for benefits under the laws administered

[5] *See* https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-Veterans-investigation [https://web.archive.org/web/20260403210455/https://www.npr.org/2025/12/02/nx-s1-5507111/disabled-veterans-investigation].

[6] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260403211004/https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/].

> by the VA. ***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***.

https://www.va.gov/ogc/accred_faqs.asp [https://web.archive.org/web/20260403211614/https://www.va.gov/ogc/accred_faqs.asp] (emphasis added).

24. Despite this unambiguous language, Defendants intentionally attempt to deceive the public to garner more business and generate unlawful fees. Defendants' business model is to provide consulting and advice to claimants contemplating filing a VA disability benefits claim, gather evidence in support of a VA disability benefits claim, and even fill out VA forms for their submission by claimants.

25. Defendants' website is simply legal advice tailored to Veterans who are contemplating filing disability benefits claims. This information is provided to entice Veterans to believe Defendants fully understand the VA disability claim process and that Defendants can help them in this process. However, Defendants provide this advice and information despite not being an accredited organization, agent, and attorney.

26. Defendants tout to Veterans on their website that they "can assist Your Benefits Pursuit" by:

- Helping you **gather** all your existing medical and non-medical records.
- **Reviewing** your documentation to help you **identify areas** where medical clarity or detail **may be missing**. It's up to you to decide what to do next.
- **Organizing** your records so that patterns, timelines, and the history of your condition are easier to understand for reviewers.

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https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/ [https://web.archive.org/web/20260403212148/https://www.trajectormedical.com/understanding-competent-medical-evidence-for-va-benefits/].

27. Indeed, this "assistance" are actions and services that the VA deems "representation" which can only be provided lawfully by those accredited by the VA, which Defendants are not. Defendants' activities—including consulting and advising Veterans on claim strategy, instructing Veterans regarding the Compensation and Pension ("C&P") examination process, gathering records or preparing medical evidence, and assembling VA forms—all fall squarely within these prohibited acts.

## JURISDICTION AND VENUE

28. This Court has original jurisdiction over this civil action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The amount in controversy exceeds the sum or value of $5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed Classes, and there is minimal diversity because the named Plaintiffs and certain members of the Classes are citizens of a different state than Defendants, as required by 28 U.S.C. § 1332(d)(2).

29. This Court has personal jurisdiction over Defendants because Defendants conduct substantial business within this District, including targeting Veterans residing in this District with its unlawful and abusive practices, marketing its services to Veterans nationwide and in this District, and directing collection efforts into this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the alleged wrongful conduct and events giving rise to Plaintiffs' claims occurred in this District, including the marketing, contracting, services rendered, billing, and collection conduct challenged in this Complaint.

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## PARTIES

### A. PLAINTIFF GILBERT QUIJADA, JR.

31. Staff Sergeant GILBERT QUIJADA, JR. is an adult resident citizen of Los Angeles, California, and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Airforce. During Staff Sergeant Quijada's service, he suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

32. Staff Sergeant Quijada engaged Defendants' services in or around August 2024 without knowing, and without being advised, that Defendants were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process including the preparation, presentation and prosecution of his VA claim.

33. Specifically, Defendants representatives spoke with Staff Sergeant Quijada and completed a telephonic interview during which they asked many questions, including medical-related questions, and completed certain paperwork determined by Defendants to be appropriate to advance a VA disability claim on behalf of Staff Sergeant Quijada. Staff Sergeant Quijada also provided information including his post-traumatic stress disorder symptoms. Defendants' representative advised that Defendants would fill out, categorize, detail and prepare his claims properly for both a medical assessment and in manner that would maximize his VA disability claim. Defendants further advised they would arrange for his medical appointment, and forwarded paperwork to the medical provider on his behalf.

34. At his medical examination by a medical provider selected and/or arranged for by Defendants, the medical provider reviewed the paperwork selected, completed by Defendants to be used in support of both the medical evaluation of Staff Sergeant Quijada and the subsequent submission to the VA. Staff Sergeant Quijada

later received the VA's decision letter granting a 30% disability rating for which Defendants charged him fees in violation of 38 U.S.C. § 5904(c)(1).

35. Staff Sergeant Quijada advised Defendants that he wanted to appeal the decision. Defendants advised that they would charge an additional $2,000 to provide advice, assistance and support during the appeal, a sum of money that he did not have at the time.

36. Ultimately, Staff Sergeant Quijada, not knowing that Defendants were not permitted to charge for services related to his initial disability claim, and had subsequently performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, paid a total of $2687.10 in installments, a sum that Defendants were prohibited by law to charge.

37. In addition, the document or retainer prepared by Defendants and signed by Staff Sergeant Quijada contemplated conduct that, unbeknownst to him, was in violation of several of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and federal statute 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Staff Sergeant Quijada who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

38. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants

cannot cure the illegality by securing accreditation after the fact.

39. Plaintiff Staff Sergeant Quijada and putative Class Members for whom Staff Seargeant Quijada brings this action are disabled United States military Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

40. Plaintiff Staff Sergeant Quijada and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**B. PLAINTIFF JEFFERY PHILLIPS**

41. Chief Petty Officer JEFFREY PHILLIPS is an adult resident citizen of Sacramento, California and disabled Veteran who honorably served in the United States Armed Services, specifically, in the United States Navy. During his service, Jeffrey Phillips suffered injuries for which he later sought a VA disability rating to receive disability benefits from the VA.

42. In late 2023, Chief Petty Officer Phillips came into contact with Defendants and engaged Defendants without knowing, and without being advised that they were unaccredited and ineligible as a matter of law to provide services in furtherance of organizing, directing, instructing, guiding, advising, and assisting him through the VA disability benefits claim process to include the preparation, presentation and prosecution of his VA claim.

43. Specifically, Chief Petty Officer Phillips retained the services of Defendants to help him with his initial VA disability claim, including a disability evaluation. Throughout the course of his engagement with Defendants, communications occurred primarily through emails, phone calls, and documents

transmitted via DocuSign. Defendants represented that they could obtain medical records that Chief Petty Officer Phillips himself was unable to access and explained that their goal was to assist, help, and advise Chief Petty Officer Phillips through the VA disability process in a manner that would maximize his VA disability rating.

44. Defendants' representatives requested detailed information about his medical complaints, then advised him which conditions to note and which not to note on the forms they provided. Defendants selected and filled out VA claim documents which Defendants advised were necessary, then supplied those documents through DocuSign for Chief Petty Officer Phillips' review and signature. Defendants organized the documents and records, and, after Chief Petty Officer Phillips signed those documents, Defendants submitted the completed documents directly to the VA on his behalf.

45. Defendants initially advised Chief Petty Officer Phillips that he owed them $13,000 for their services. Defendants demanded payment through numerous calls and emails sent to Chief Petty Officer Phillips. Chief Petty Officer Phillips disputed part of this alleged amount owed based on the forms and documents Defendants had submitted on his behalf to the VA because those documents misidentified one of his injuries. Specifically, Defendants had incorrectly listed his leg injury as affecting the opposite leg. Defendants acknowledged this failing and lowered Defendants' demanded amount to $8,000. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants entitlement to any fees, Chief Petty Officer Phillips paid this amount in full.

46. The document or retainer prepared by Defendants and signed by Chief Petty Officer Phillips contemplated conduct that, unbeknownst to Chief Petty Officer Phillips, was in violation of California's consumer protection statutes, including the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*, and California Unfair Business Practices Act, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and

Federal Statute, 38 U.S.C. § 5904. Thus, when Defendants tendered the contract to Chief Petty Officer Phillips who then signed it, the contract was unlawful and, accordingly, void and unenforceable. *See, e.g.*, Cal. Civ. Code §§ 1550 (stating that one of the elements of a contract is "a lawful object"), § 1667 (defining unlawful in the context of contracts); *Green v. Mt. Diablo Hosp. Dist.*, 207 Cal. App. 3d 63, 73 (1989) ("Contracts that are contrary to express statutes or to the policy of express statutes . . . are illegal contracts. . . . Any such illegality voids the entire contract." (citing Cal. Civ. Code §§ 1667(1), (2)); *Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949).

47. Defendants are, accordingly, precluded from making any efforts to recover compensation for services provided under the void contract as they are in violation of the law. The illegality permeated the entire agreement, and Defendants cannot cure the illegality by securing accreditation after the fact.

48. Plaintiff Chief Petty Officer Phillips and putative Class Members for whom Chief Petty Officer Phillips brings this action are disabled United States Veterans who engaged Defendants or their related or predecessor entities to assist them with their VA disability claims or appeals and who were illegally charged or paid fees to Defendants, or suffered from abusive, illegal, and unethical collection efforts in connection with that assistance.

49. Plaintiff Chief Petty Officer Phillips and Class Members suffered direct economic injury by paying or being pressured to pay these unlawful, unethical charges and experienced emotional distress and disruption of their financial and medical stability as a result of Defendants' aggressive collection practices.

**C. PLAINTIFF KIMBERLY PHILLIPS**

50. Plaintiff KIMBERLY PHILLIPS is an adult resident citizen of Sacramento, California. Mrs. Phillips was at all times relevant herein the spouse of Plaintiff Chief Petty Officer Phillips and eligible to receive payment as part of Chief Petty Officer Phillips' VA disability payment pursuant to 38 U.S.C. § 1115.

51. Specifically, under VA disability compensation rules, a Veteran with a combined service-connected rating of at least 30% may receive an increased monthly payment based on a recognized adult dependent, such as a spouse or, in some cases, a parent whose income and net worth are below a VA set threshold. A spouse becomes an eligible dependent when the marriage is legally valid for VA purposes (including same sex and certain common law marriages). This increase in monthly payment includes sums received by the VA for the benefit of such qualified dependents.

52. A Veteran must formally add these dependents through VA forms[7] or online, generally within one year of the qualifying event to secure the earliest possible effective date.

53. The amount of additional compensation for a spouse is not a fixed percentage of the Veteran's payment; instead, OVA publishes detailed rate tables that specify dollar amounts by disability rating level (e.g., 30%, 40%, up to 100%) and by dependent status (Veteran alone, Veteran with spouse, Veteran with spouse and parents, etc.), so the dependency increment is determined by cross-referencing the Veteran's combined rating and the number and type of recognized dependents on the current VA compensation rate chart.

54. Defendants' demanded payment from Chief Petty Officer Phillips' was based on VA disability-related compensation that was assigned and attributable, in part, to Mrs. Phillips as a monthly stipend for dependent benefits. Not knowing that Defendants had performed services that required accreditation as a condition precedent to Defendants' entitlement to any fees, Mrs. Phillips and Chief Petty Officer Phillips paid the entire amount Defendants demanded to ensure their debt was paid in full.

55. Mrs. Phillips never signed a contract or agreement with Defendants to pay Defendants for any services they promised and/or performed in relation to her

[7] *See* https://www.va.gov/forms/21-686c/ [https://web.archive.org/web/20260403235339/https://www.va.gov/forms/21-686c/].

husband's VA disability claim for which they would provide services. As such, any purported contractual terms, conditions, and/or obligations that Defendants may allege relate to, affect or proscribe the legal rights of Chief Petty Officer Phillips, including but not limited to illegal contractual obligations for payment and arbitration of any disputes arising from the illegal contract, neither attach to, nor affect Mrs. Phillips' legal rights.

56. Plaintiff Mrs. Phillips and putative Class Members for whom Mrs. Phillips brings this action are eligible to receive payment as part of VA disability payments pursuant to 38 U.S.C. § 1115 ("Eligible Spouses"), but who never individually engaged Defendants or their related or predecessor entities to assist them with the part of any VA disability benefit claim payment. Nevertheless, the Eligible Spouses lost money as a result of Defendants' charges against VA disability payments from which Spousal benefits were calculated and to be paid on their behalf or who made payment directly or indirectly to Defendants.

**C. DEFENDANTS**

57. Defendant Trajector, Inc. ("Trajector") is a corporation organized under the laws of Delaware with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607.

58. Defendant Trajector Medical, LLC, formerly known as Vet Comp and Pen Medical Consulting, LLC is a limited liability company organized under the laws of Wyoming with its principal place of business at 5950 NW 1st Place, Suite 200, Gainesville, Florida 32607. Upon information and belief, each of the members of LLC are citizens of Florida.

59. Wherever reference in this Complaint is made to any act or transaction of any Defendant, such allocations shall be deemed to mean that the principals, officers, employees, agents, and/or representatives of each committed, knew of performed, authorized, ratified and/or directed such act or transaction on behalf of that Defendant

while actively engaged in the scope of their duties.

60. Trajector Inc. and Trajector Medical, LLC, and its predecessor Vet Comp and Pen Medical Consulting, LLC, are Florida-based corporations whose business model consists of marketing "medical evidence" and "consulting" services to Veterans seeking VA disability benefits.[8]

61. At all times relevant herein, Defendants have not been accredited by the VA and have not satisfied the statutory and regulatory requirements for accreditation under 38 U.S.C. §§ 5903–5904 and 38 C.F.R. § 14.629. Thus, Defendants lack statutory authority to lawfully charge fees for services related to VA disability claim preparation, presentation, and/or prosecution.

62. Though Defendants present themselves as providing limited services to Veterans, and not as providing consultation or assistance or acting in any way related to the preparation, presentation, or prosecution of claims, their services in fact include those actions. Specifically Defendants provide advice about the VA disability claims process, collect medical and other records, assemble documentation, assist in the completion of forms, communicate with Veterans on how to improve their chances of success in obtaining VA disability compensation benefits, forward communications and forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out forms to be submitted to the VA, all of which violate federal law. [9]

63. Defendants' conduct of charging contingency-style fees tied to VA award

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[8] *See* https://www.trajectormedical.com/#what-we-do [https://web.archive.org/web/20260404000359/https://www.trajectormedical.com/homepage-cta-v2/].

[9] *See* https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/ [https://web.archive.org/web/20260404000851/https://www.trajectormedical.com/types-of-va-benefits-medical-evidence-needed-for-disability-compensation/]. Defendants advertise "Whether you're just starting your application or involved in the appeals process, Trajector Medical experts can help you – not only identify your symptoms, but also map their causes and provide a clear, research-backed report of these symptoms and their connections."

approvals or award increases is without proper legal authority.

64. Neither the Defendants nor any of their employees, agents, or representatives have ever passed the VA accreditation examination, undergone character review by the VA's OGC, or obtained the approvals necessary to represent Veterans before the VA to lawfully charge Veterans for its service, which include providing advice to Veteran's about the disability process or gathering and preparing evidence for Veterans.

65. The Defendants are owned and operated by co-founder and Chief Executive Officer, Jim Hill, a Navy veteran, and co-founder and Chief Medical Director, Gina Uribe, who is a Florida licensed Advanced Practice Registered Nurse (APRN).

66. Defendants employ numerous staff members whose duties include enrolling Veterans into Service Agreements (contingency fee agreements); identifying appropriate VA disability forms to complete; consulting and strategically advising Veterans with VA, medical, and related disability claim forms; assisting in filling out of such forms and/or providing guidance on where and/or what information and/or data to include or provide; gathering records or medical evidence to submit to the VA; forwarding forms to the VA; communicating with and consulting Veterans; submitting personal identifying information into the VA's CallBot system; monitoring disability payments; calculating fees; and executing the fee-charging and collection scheme described herein. Defendants generate millions of dollars in annual revenue through these unlawful fees imposed on vulnerable disabled Veterans, making this scheme one of the Defendants' primary sources of profit.

## STATUTORY AND REGULATORY FRAMEWORK

### A. The History of VA Disability Compensation Benefits

67. The United States Department of Veterans Affairs ("VA") is organized into three administrations: (a) Veterans Benefit 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.[10] VBA is the administration involved in approving and awarding VA Disability Compensation.

68. The United States recognizes the effects of military service on Veterans that result in disabilities that are service connected and secondary service connected, from diseases, or injuries incurred or aggravated during active military service.[11] 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.

69. The VA administers one of the largest disability compensation programs in the nation.

70. The VA reported providing $195 billion in compensation to over 6.9 million Veterans and their families in fiscal year 2025.[12] Veterans and their families receive monthly disability compensation payments for partial or complete disabilities.

**B. Federal Law Prohibits Charging Fees for Initial Disability Claims Prior to Approval.**

71. Federal law governing representation of Veterans before the VA reflects a strong public policy of protecting Veterans from exploitation in connection with their disability benefit claims.

72. Under 38 U.S.C. § 5904(c)(1), no fee may be charged, allowed, or paid for services provided to a Veteran before the date on which the VA provides written notice of its initial decision on a disability claim. In other words, no fees may be

[10] *See generally* https://www.va.gov/ [https://web.archive.org/web/20260404001206/https://www.va.gov/].

[11] *See generally* https://www.benefits.va.gov/compensation/ [https://web.archive.org/web/20260404001429/https://www.benefits.va.gov/compensation/].

[12] *See* https://www.gao.gov/products/gao-26-108844 [https://web.archive.org/web/20260404001725/https://www.gao.gov/products/gao-26-108844].

charged for services provided relating to a Veteran's initial disability claim. *See also* 38 U.S.C. § 5904(a). The VA's implementing regulation at 38 C.F.R. § 14.636 likewise prohibits fee agreements that violate this statutory bar.

73. The VA guidance documents and specific correspondence to Defendants' make clear that charging for work framed as "preparing the veteran" but directed toward claim development is still prohibited, as that distinction is considered a "distinction without a difference."[13] The VA has explicitly stated that assistance with gathering documents, filling out forms, and other preparation work constitutes unlawful fee charging in violation of 38 U.S.C. § 5904(c)(1) and is therefore prohibited regardless of how the service is labeled or marketed to Veterans.

74. These statutory provisions reflect a clear Congressional intent to protect Veterans from being charged for assistance with initial disability claims, ensuring that Veterans receive free assistance from a VA-accredited representative—such as the Veterans of Foreign Wars ("VFW"), American Legion, Disabled American Veterans ("DAV"), and a VA-recognized VSO—when they file for VA benefits.

**C. The VA Has Strict Accreditation Requirements and Statutory Restrictions.**

75. VA accreditation requirements under 38 U.S.C. § 5903 and 38 C.F.R. § 14.629 provide that only properly accredited attorneys, claims agents, or representatives of a recognized VSO may assist in the preparation, presentation, or prosecution of VA claims for compensation.

76. Specifically, individuals may not assist Veterans with preparing, presenting, and prosecuting claims for VA benefits unless they are one of the following: (1) an attorney licensed to practice law in at least one state; (2) an accredited claims

[13] *See* https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/#:~:text=Trajector%20isn't%20the%20only,asked%20about%20the%20warning%20letters [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/]..

agent employed by or representing a VSO; (3) a VA-accredited attorney; or (4) other representatives specifically approved by VA.

77. The accreditation process includes specific requirements designed to protect Veterans. To obtain accreditation as a claims agent, an individual must satisfy multiple requirements, including demonstrating good character and reputation, passing a written examination administered by the VA with a score of 75% or higher, being an employee or member of a VSO, undergoing character review by the VA's OGC, and meeting additional requirements specified by VA regulations.

78. The VA maintains public lists of accredited representatives and publishes Frequently Asked Questions ("FAQs") explaining that accredited representatives provide assistance free of charge to claimants for initial claims, and may charge fees for appeals or increases to disability rating contingent on a favorable decision and subject to VA approval and fee schedules.[14]

79. Defendants and their principals have never been accredited by the VA and therefore may not lawfully charge for claim preparation, presentation, or prosecution services.

**D. The Department of Veterans Affairs Has Sent Warnings to Defendants.**

80. Through Freedom of Information Act ("FOIA") requests and public records obtained by investigative journalists, it has been revealed that the VA's OGC sent Defendants and their predecessor company multiple warning and cease-and-desist letters spanning from 2017 to 2022.[15]

81. On February 14, 2017, the VA OGC sent Vet Comp and Pen Medical

[14] *See* https://www.va.gov/resources/va-accredited-representative-faqs/ [https://web.archive.org/web/20260404005132/https://www.va.gov/resources/va-accredited-representative-faqs/].

[15] *See* https://thewarhorse.org/Veterans-affairs-claim-benefit-company-letters/ [https://web.archive.org/web/20260404002507/https://thewarhorse.org/veterans-affairs-claim-benefit-company-letters/].

Consulting, LLC (Defendants' predecessor entity) a written warning letter indicating that the VA had reason to believe the Defendants "may be engaged in unlawful or illegal activities" in violation of 38 U.S.C. § 5904 and demanding that the Defendants cease such conduct.

82. Most significantly, on January 28, 2022, the VA OGC sent a comprehensive cease-and-desist letter to Defendants addressed to Defendants' CEO Jim Hill, providing detailed legal analysis of Defendants' fee practices and explicit warning as follows:

> The Department finds it likely that your company violates 38 U.S.C. § 5904. Accordingly, we demand that you cease all preparation, presentation and prosecution of VA benefit claims. If you do not comply with this demand, the Department will refer the matter to appropriate Federal and State law-enforcement authorities.

83. The January 2022 letter, comprised of approximately twelve pages of detailed legal analysis, identified multiple specific legal violations in Defendants' business practices, including: (1) charging fees for assistance with initial claims in violation of 38 U.S.C. § 5904(c)(1), (2) operating as an unaccredited claims consultant in violation of 38 U.S.C. § 5903, (3) charging contingency-style fees based on VA rating increases without proper accreditation or statutory authority, and (4) using contracts that obscure the true nature of Defendants' fee obligations to Veterans and fail to adequately disclose the legal restrictions on fee-charging.

84. Despite these explicit warnings from the VA OGC, Defendants have continued, and indeed escalated, their unlawful and abusive fee collection practices.

85. As of the date of the NPR investigation published in December 2025, more than three years after the January 2022 cease-and-desist letter, Defendants remained in business, continuing to charge Veterans unlawful fees and pursuing aggressive collection efforts against the Veterans who contested these charges.

## DEFENDANTS' UNLAWFUL BUSINESS MODEL

### A. Defendants' Represented Services are Different than the Actual Services Performed.

86. Defendants' business model relies on mass acquisition of Veterans as "clients," the provision of minimal or illusory front-end work, automated monitoring of VA benefit changes through its proprietary CallBot system, and aggressive, formulaic billing of fees tied to those changes without regard to whether Defendants actually contributed to the outcome.

87. Defendants market their services by stating they provide Veterans with comprehensive "medical evidence packets," and assistance in "understanding, identifying, and documenting their medical conditions."

88. In practice, Defendants perform many functions that go well beyond these activities including assistance with obtaining medical and other relevant records, organizing documentation, assembling documentation, assisting in the preparation and/or completing of forms, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf and, in many instances, and assisting in filling out forms or filling out the entirety of forms to be submitted to the VA.

89. Public online reviews either through Better Business Bureau ("BBB")[16] or Google confirm that Defendants perform activities that constitute the "preparation, presentation, and prosecution" of VA disability claims, despite not being accredited. Multiple Veterans state that Defendants' completed relevant VA forms and paperwork, prepared evidence packets, reviewed medical history, and guided them "every step of

[16] *See also* https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews [https://web.archive.org/web/20260406013056/https://www.bbb.org/us/fl/gainesville/profile/medical-consultants/trajector-medical-0403-235969292/customer-reviews.

the way" through the VA disability benefits claim process.[17]

- On January 6, 2026, Edward H. commented on Trajector's BBB page that "Ivy was very helpful every step of the way from the start to the finish, *from initial enrollment to medical history to filling out paperwork*, and answered any questions that I had." (Emphasis added.).
- On March 2, 2023, Rebecca C. commented that "Since I contacted Trajectory they have made it easier on me to file my claims. They have walked through the process which helped me. They assisted me in completing the necessary documents to file and appeal my case."
- On April 12, 2023, Alex Q. wrote on BBB: "Lied about whether they charge for the initial rating. In the contract it is written as you pay for the increase. I verbally confirmed that if I filed with them for my initial rating, they would only charge for subsequent increases. Then they charged me $10k for my initial rating."
- On May 2, 2023, Austin M. wrote: "Stay away from this company! They take advantage of veterans in need. They provide no service other than filling out paperwork and they charge a ridiculous amount, I got 70% then an increase to 80% and they want my entire VA check for 5 months."
- On June 8, 2023, Eric W. wrote on BBB: "You're constantly getting calls from individuals who speak very poor English and are reading off of a script. The second you ask them a question not covered in their script they have no idea how to answer. All they do is fill out the claim form required by the VA (had I known this is it I would have done it myself and still been able to obtain the same rating). You would think with the costs of their service you would get first-class customer care

[17] *See id.*

however that is far from the truth. I caution anyone who is considering using them.

- On June 13, 2023, Trajector replied to Eric W. on the BBB website and stated: "***We understand that our services encompass much more than just medical evidence development*****,** and we are dedicated to offering comprehensive support to help Veterans identify potential VA disability benefits they medically, legally, and ethically qualify for." (Emphasis added).
- An unnamed complainant on April 17, 2023 wrote on the BBB website: "I came into contact with Trajector Medical in October 2022. Their agreement states that they work to create a nexus link to your disability and your time in service, but they did not do anything other than auto fill some forms with information you provide. I never once spoke to a licensed medical expert or qualified health care professional in regards to my disabilities, so how could they provide a nexus link. They state in their agreement that they do not charge you for anything other than evidence development and consulting, but they are now asking for $15000 for auto filling forms available through the VA website."

90. Defendants' admissions and statements by Veterans to whom Trajector have provided their "services" directly contradict Defendants' assertion that it merely "identifies conditions" and does not engage in VA claim preparation.[18]

91. However, after engaging in the above practices without the required accreditation, and assuming the duties and legal responsibilities that come from assisting in the preparation, presentation, and/or prosecution of claims, Defendants'

[18] *See* https://www.trajectormedical.com/ [https://web.archive.org/web/20260406013946/https://www.trajectormedical.com/homepage-cta-v2/].

services are inadequate and do not fully protect the interests of Veterans. Yet, Defendants aggressively collect the maximum amount of fees that accredited organizations are able to collect if they handle the claim from inception through appeal, regardless of the minimal, inadequate and generic services performed, which are not tied directly to the disability payments that are awarded to Veterans, and without securing and maintaining the required accreditation required by law.

92. Moreover, Defendants' systematic conduct of failing to disclose to Veterans that virtually identical services are available completely free from VA-accredited nonprofits—such as the VFW, American Legion, Disabled American Veterans, and other recognized VSOs—constitutes material deception that prevents Veterans from making truly informed decisions about whether to engage Defendants' services.

**B. Defendants' Fee Structure is Based Solely on Disability Payment Increases and Has No Rational Relationship to the Services Performed.**

93. Defendants' standard fee model typically charges Veterans a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For Veterans receiving a new disability rating through an initial claim (rather than an increase to an existing rating), Defendants charge a fee equal to at least five times the monthly disability payment amount. Although charging a fee for assistance with an initial claim is prohibited, Defendants' fee structure nevertheless results in charges of $4,500 to $20,000 or more for individual Veterans, depending on the disability rating received and the monthly payment amount, for services for which charging a fee is expressly prohibited.

94. For Veterans who receive an increase to an existing disability rating (rather than an initial award), Defendants also charge a fee equal to at least five times (500%) of the Veteran's monthly disability payment. For example, a Veteran receiving

a monthly award of $2,000 in disability benefits would be charged $10,000 (equal to 500% of the $2,000 award), and a Veteran receiving a new monthly disability benefit of $3,500 would be charged $17,500 (equal to 500% of the $3,500 monthly benefit).

95. Defendants' fee structure has no rational relationship to the actual services Defendants provide or the actual work involved in assisting a Veteran with a claim or appeal.

96. Instead, Defendants' fee is purely contingent on the Veteran receiving a VA benefit award or increase, and the amount is determined unilaterally by Defendants based solely on the size of the benefit or increase, without any consideration of whether Defendants materially contributed to that outcome or performed meaningful work in support of the Veteran's disability claim.

97. Defendants' fee structure violates 38 U.S.C. § 5904 for at least four independent reasons: (1) it constitutes a fee charged for assistance with VA disability claims and benefits by unaccredited agents; (2) many of Defendants' fees are charged for assistance with initial claims, which is explicitly prohibited under 38 U.S.C. § 5904(c)(1); (3) the fee is not subject to prior VA approval and does not meet the requirements for fee arrangements under 38 C.F.R. § 14.636; and, (4) Defendants are not accredited representatives, attorneys, or members of a VSO, and therefore have no legal authority to charge any fee whatsoever for representing Veterans before the VA.

### C. Defendants Use its Automated Monitoring CallBot System to Improperly Access Veterans' Account Information.

98. A central and particularly egregious feature of Defendants' business model is the CallBot automated calling system, which repeatedly accesses VA phone lines intended for Veterans to check their own payment status and account information. These hotlines are provided by the VA exclusively for Veterans' personal use to obtain information about their own benefits, and they are not intended to be accessed by third parties or by companies representing Veterans.

99. Defendants' personnel input Veterans' personal identifying information ("PII")—including full names, Social Security numbers, and dates of birth—into this CallBot system without obtaining explicit informed consent from the Veterans. Instead, Defendants' only mention of this practice is through vague contract language that does not clearly disclose the specific purpose and scope of the monitoring. Once input into the system, CallBot automatically dials the VA's automated payment hotlines, navigates through the prompts using the Veterans' PII, and retrieves current benefit amounts about that Veteran.

100. By comparing Veterans' disability benefit amounts over time, Defendants identify which Veterans' disability compensation has increased since they originally engaged Defendants' services and calculates a fee equal to at least five (5) times the monthly increase or, in the case of new awards to Veterans who previously had no VA disability rating, at least five (5) times the new monthly payment. For many Veterans, this results in invoices ranging from several thousand dollars to more than $20,000. Moreover, these fees are often completely disconnected from any specific work performed or services provided by Defendants, and calculated unilaterally by the Defendants. For example, Defendants charge the additional fee for a Veteran's increase in disability payments even if Defendants had no involvement whatsoever in the increase.

101. Because Defendants do not adequately disclose their practices or obtain knowing consent from Veterans, the use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to Veterans' PII and confidential financial information, misuse of VA phone systems that are intended exclusively for Veterans' personal use, and amounts to identity-based fraud. Defendants use Veterans' PII without their informed consent to access their private financial information.

102. Veterans who initially engaged Defendants' services were not clearly informed—through disclosures in plain language—that Defendants would use their PII

to systematically monitor their disability payments for the specific purpose of determining billing amounts, even where no service was performed for a particular disability payment increase, and triggering aggressive and abusive collection efforts. Rather, Defendants' Service Agreements contain vague language stating that Defendants "may use personal information about the veteran to access VA systems," without explaining the specific personal information to be used, the specific monitoring and billing purpose or the consequences of such monitoring.

**D. Defendants Use Aggressive and Unlawful Collection Tactics.**

103. Once Defendants' CallBot system detects that a Veteran has received a disability payment increase, Defendants immediately initiate collection actions and efforts against the Veteran, often within days or even hours of the benefit increase being deposited into the Veteran's financial account.

104. Defendants' collection practices include:

- multiple automated collection calls per day, sometimes two to three calls daily directed at the same Veteran;
- language threatening legal action, lawsuits, and damage to the Veteran's credit score;
- demands for payment that do not clearly explain the legal basis for the fee or the Veteran's right to dispute the charge;
- continued collection efforts even after the Veteran has disputed or declined to pay, and asserted that the fee request is unlawful and prohibited by federal law; and,
- collection efforts targeting Veterans who have already paid Defendants' charges and are disputing the amounts demanded or seeking refunds.

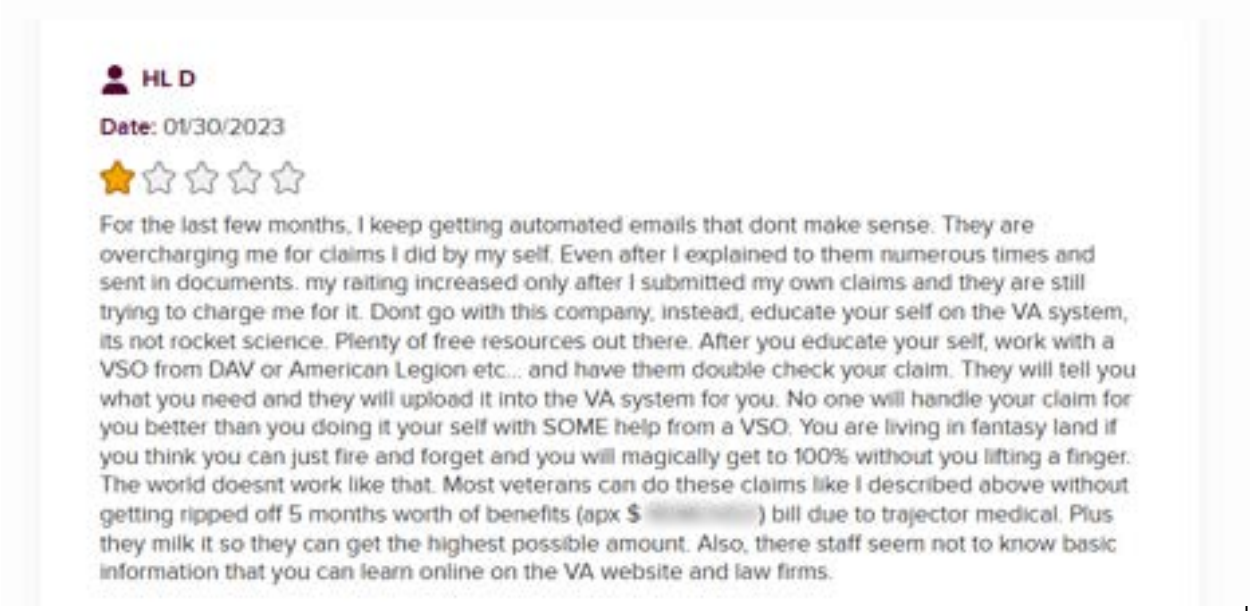
105. These collection practices constitute harassment and abuse in violation of applicable laws.

106. Many Veterans subject to Defendants' collection practices are elderly, disabled, or suffering from service-connected mental health conditions (including "PTSD," traumatic brain injury, depression, anxiety, and other conditions) that make them particularly vulnerable to aggressive collection harassment and that may impair their ability to effectively resist collection efforts or assert their legal rights.

107. Defendants' collection practices have caused documented emotional distress to Plaintiffs and Class Members, including severe anxiety, humiliation, feelings of hopelessness, and difficulty managing finances and obtaining necessary medical treatment.

108. Many online testimonials describe these abusive collection practices:

109. Despite their threatening, harassing, and aggressive collection practices,



HL D

Date: 01/30/2023

For the last few months, I keep getting automated emails that dont make sense. They are overcharging me for claims I did by my self. Even after I explained to them numerous times and sent in documents. my raiting increased only after I submitted my own claims and they are still trying to charge me for it. Dont go with this company, instead, educate your self on the VA system, its not rocket science. Plenty of free resources out there. After you educate your self, work with a VSO from DAV or American Legion etc... and have them double check your claim. They will tell you what you need and they will upload it into the VA system for you. No one will handle your claim for you better than you doing it your self with SOME help from a VSO. You are living in fantasy land if you think you can just fire and forget and you will magically get to 100% without you lifting a finger. The world doesnt work like that. Most veterans can do these claims like I described above without getting ripped off 5 months worth of benefits (apx $ ) bill due to trajector medical. Plus they milk it so they can get the highest possible amount. Also, there staff seem not to know basic information that you can learn online on the VA website and law firms.

upon information and belief, Defendants have never initiated a formal legal proceeding against any Veteran to collect on an alleged debt arising from services performed for a Veteran under their Service Agreement.

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**E. Defendants Mislead Veterans Through Lack of Transparency, Material Omissions, and Lack of Informed Consent.**

110. Defendants' Service Agreements contain vague and insufficient disclosures regarding the Defendants' fee structure, the legal basis for the fees, the availability of free services from VA-accredited nonprofits or VSOs, and the specific purposes for which Defendants will use Veterans' PII.

111. The contracts provided to Veterans do not clearly explain or adequately disclose:

- that federal law (38 U.S.C. § 5904) prohibits charging fees for assistance with initial VA disability claims;
- that Defendants are not VA-accredited and therefore have no legal authority to charge fees for assistance with Veterans' disability claims;
- that virtually identical services are available completely free from VA-accredited organizations such as VFW, American Legion, and Disabled American Veterans;
- the specific fee amount that Defendants will charge, or the precise formula by which the fee is calculated;
- that Defendants' fee is triggered by ANY award of, or increase in disability benefits, regardless of whether Defendants contributed to that increase or performed any meaningful work;
- that Defendants will use the Veteran's PII (specifically, Social Security number, birthdate, name) to monitor the Veteran's disability payments without affirmative consent for the purpose of assessing fees on any increase;
- the specific circumstances under which a Veteran may be released from fee obligations or terminate the Defendants' Service Agreement; and,
- the Veteran's right to dispute the fee or appeal Defendants' fee

calculation or demand for payment.

112. When a Veteran attempts to terminate their relationship with Defendants, the Defendants refuse to release them from fee obligations, claiming that the Service Agreement constitutes a binding, enforceable contract that obligates the Veteran to pay fees regardless of the circumstances. However, as described above, the contracts are illegal, void, and also unenforceable against public policy because they violate applicable law and attempt to compel payment of fees that federal law explicitly prohibits.

113. Defendants' misrepresentations and material omissions constitute deceptive practices under the Federal Trade Commission Act (15 U.S.C. § 45) and the California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq*.).

## CLASS ACTION ALLEGATIONS

114. Plaintiffs bring this class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), individually and on behalf of all members of the following:

**Nationwide Class of Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Non-Initial Claimants**

All individuals residing in the United States who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other

operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**Nationwide Class of Dependent Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in the United States who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

**California Class of Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an initial claim for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Non-Initial Claimants**

All individuals residing in California who are veterans of any branch of the United States Armed Forces who, from March 1, 2022, through the date of class certification, paid Defendants or any other operating entity of Defendants, directly or indirectly and/or Defendants claim have any purported obligation to pay in the future, relating to an non-initial claim

for Veteran Administration disability benefits, and from whom Defendants charged, demanded, or collected any fee or payment in connection with such assistance.

**California Class of Dependents of Claimants**

All Eligible Dependent Spouses of veterans of any branch of the United States Armed Forces residing in California who, from March 1, 2022, through the date of class certification, suffered any reduction in their dependent related VA disability benefits as a result of Defendants or any other operating entity of Defendants which, directly or indirectly, collected any fee or payment in connection with initial claims for VA benefits.

115. Excluded from the Classes are Defendants, their agents, affiliates, parents, subsidiaries, any entity in which Defendants have a controlling interest, any Defendants officer or director, any successor or assign, and any Judge who adjudicates this case, including their staff and immediate family.

116. Plaintiffs reserve the right to amend the Class definitions.

117. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence that would be used to prove those elements in an individual action asserting the same claims.

118. This action satisfies the numerosity, commonality, typicality, and adequacy requirements under Fed. R. Civ. P. 23.

**A. Ascertainability**

119. All members of the proposed Class are readily ascertainable from information in Defendants' custody and control.

**B. Numerosity**

120. Plaintiffs are representative of the proposed Class, consisting of thousands, if not tens of thousands, of individual Veterans who have been injured and

harmed by Defendants' unlawful fee-charging scheme, far too many to join in a single action.

121. The exact number of Class Members is not presently known but is readily ascertainable through Defendants' business records, including Service Agreements signed by Veterans, fee invoices and billing statements, records of fees charged and collected, records of CallBot calls and monitoring of Veterans' disability payments, customer lists and contact information maintained by Defendants or their agents, payment transaction records, and collection call logs.

122. The numerosity requirement is satisfied and Class Members are so numerous that joinder of all Class Members would be impracticable. Class Members are located throughout the United States, including in all fifty states and U.S. territories, making joinder not only impracticable but effectively impossible. Plaintiffs estimate that Defendants have charged fees to at least 2,000 to 5,000 Veterans, with some estimates suggesting that Defendants have monitored the disability payments of tens of thousands of Veterans through their CallBot system.

123. Each Class Member has suffered injury as a result of Defendants' unlawful fee charging and collection practices, but the injury to each Class Member is relatively modest in relation to the burden and expense of individual litigation, making class litigation the superior method for adjudicating these claims.

**C. Commonality**

124. Questions of law and fact common to the Plaintiffs and the Class exist and predominate over any questions affecting only individual Class Members. For example:

- whether 38 U.S.C. § 5904(c)(1) prohibits Defendants from charging fees for assistance with initial VA disability claims;
- whether Defendants are unlawfully operating as a claims agent/consultant given its lack of VA accreditation;

- whether Defendants' fee structure—charging five times the monthly disability increase—violates federal law;
- whether Plaintiffs and Class Members provided Defendants and/or their agents with express consent or authorization to obtain and use their PII and/or confidential financial information from the VA;
- whether Defendants' use of CallBot to monitor Veterans' disability payments constitutes unauthorized access to PII and/or confidential financial information in violation of federal law;
- whether Defendants' Service Agreements adequately disclose the fees charged, the legal basis for the fees, and the availability of free services;
- whether Defendants' violated Cal Civ Code § 1770(a),subsections (2), (9), (14), (16), and (24);
- whether, and in what amount damages are owed to Class Members for Defendants' unlawful conduct;
- whether injunctive relief is appropriate prohibiting Defendants' unlawful practices;
- Whether punitive damages are appropriate; and,
- whether an equitable disgorgement of unlawfully collected fees is appropriate.

125. These common questions predominate over any individual questions that may exist, such as the specific amount charged to individual Class Members or the exact circumstances of each Veteran's interaction with Defendants. The law and facts applicable to Plaintiffs apply with equal force to all Class Members.

**D. Typicality**

126. Plaintiffs' claims are typical of those of the Class because Plaintiffs—like all members of the Class: (1) engaged Defendants' services for assistance with VA disability claims or appeals, (2) were charged fees by Defendants that violated federal

law, (3) had their PII used by Defendants' CallBot system to monitor their disability payments with inadequate disclosure or without express consent, (4) were subjected to aggressive and unlawful collection demands from Defendants, and (5) were not adequately informed of their legal rights or the availability of free services from VA-accredited nonprofits.

127. Plaintiffs are typical of those the Class Members. Plaintiffs' experience reflects the systematic and unlawful scheme through which Defendants solicit, service, and charge all members of the Class in the same manner and through the same processes. Any variation in individual circumstances (such as the specific amount charged or the type of disability claim) goes to the measure of damages, rather than the validity of the underlying claims.

**E. Adequacy of Representation**

128. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members in that Plaintiffs have no conflicts of interest that would be antagonistic to those of the other Class Members. Plaintiffs seek no relief that is antagonistic or adverse to the Class Members and the infringement of the rights and the damages Plaintiffs have suffered is typical of other Class Members.

129. Plaintiffs have also retained counsel experienced in prosecuting complex class action cases. Plaintiffs and Plaintiffs' counsel intend to vigorously prosecute this action on behalf of the Class, will conduct thorough discovery, will incur significant expenses and attorney's fees in doing so, and will represent the Class vigorously through trial or settlement negotiations. The named Plaintiffs have a substantial interest in the outcome of this litigation, as they are members of the Class and will benefit from any recovery or injunctive relief obtained.

**F. Superiority**

130. Class litigation is an appropriate method for fair and efficient adjudication of the claims involved. Class action treatment is superior to all other available methods

for the fair and efficient adjudication of the controversy alleged herein; it will permit a large number of Class Members to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort and expense that hundreds or thousands of individual actions would require. Class action treatment will permit the adjudication of relatively modest claims by Class Members, who could not individually afford to litigate a complex claim against large corporations, like Defendants. Further, even for those Class Members who could afford to litigate such a claim, it would still be economically impractical for those Class Members given the relatively modest amount of the claim, and to impose a burden on the courts.

131. Individual damages are small relative to the collective claims. While individual Veterans may have been charged $1,000 to $20,000 each, the aggregate damage to the Class likely exceeds $5,000,000 to $50,000,000 or more. No individual Veteran could reasonably afford to bring a separate lawsuit against Defendants given the costs of litigation, attorney's fees, expert witnesses, and discovery to prosecute a separate lawsuit.

132. Defendants' conduct is systematic and uniform across all Class Members. All Class Members were subjected to the same unlawful fee structure, the same deceptive representations and omissions, and the same use of CallBot monitoring. There is a strong public interest in preventing continuing violations of federal law protecting Veterans' benefits and in deterring similar conduct by other unaccredited VA disability claims consulting companies.

133. A class action will achieve economies of scale and judicial efficiency by resolving all Class Members' claims in a single proceeding, rather than permitting hundreds or thousands of individual lawsuits that would burden the courts and potentially result in inconsistent outcomes.

134. The nature of this action and the nature of laws available to Plaintiffs and

Class Members make the use of the class action device a particularly efficient and appropriate procedure to afford relief to Plaintiffs and Class Members for the wrongs alleged. A class action is superior because, in individual actions, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Class Member with superior financial and legal resources; the costs of individual suits could unreasonably consume the amounts that would be recovered. Proof of a common course of conduct to which the named Plaintiffs were exposed is representative of that experienced by Class Members and will establish the right of each Class Member to recover on the causes of action alleged. Finally, individual actions would create a risk of inconsistent results and would be unnecessary and duplicative of this litigation.

135. This litigation of the claims brought herein as a class action is manageable. Defendants' and their agents' uniform conduct, uniform representations and omissions, uniform methods of data access and collection, consistent provisions of the relevant laws, and the ascertainable identities of Class Members demonstrate that there would be no significant manageability problems with prosecuting this lawsuit as a class action. Defendants' business records can provide a comprehensive list of Class Members, and damages can be calculated based on objective criteria (fees charged to each Class Member plus reasonable interest).

136. Adequate notice can be given to Class Members directly using information maintained in the records of Defendants or their agents.

## CAUSES OF ACTION

## COUNT I: DECLARATORY JUDGMENT

**(On Behalf of Plaintiffs and the Nationwide Classes)**

137. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

138. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, *et seq.*, this

Court is authorized to enter a judgment declaring the rights and legal relations of the parties and to grant further necessary relief. The Court has broad authority to restrain acts, such as those alleged herein, which are unlawful.

139. An actual, present controversy exists between the Plaintiffs, including the proposed members of a Nationwide Class of Veterans, and Defendants concerning the validity and enforceability of Defendants' engagement agreements.

140. Plaintiffs seek a judicial declaration that Defendants' Service Agreements with Plaintiffs and Class Members, including any purported arbitration clauses, are unlawful, void, and unenforceable because they call for the performance of services that federal law and California public policy prohibit, and because the agreements themselves are structurally designed to facilitate and shield an illegal fee scheme targeting VA disability benefits.

141. Further, Plaintiffs seek a judicial declaration that Defendants cannot compel arbitration or otherwise rely on the illegal Service Agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid and cannot be invoked to bar this action.

142. Specifically, under federal law, as set forth, *inter alia*, only individuals and entities accredited by the VA may lawfully prepare, present, or prosecute VA disability benefits claims on behalf of Veterans for compensation, subject to strict fee and conduct regulations.

143. Defendants, as alleged herein, are not VA accredited representatives, agents, or attorneys, yet they purport to contract with Veterans to "assist," "optimize," or "manage" their VA disability claims in exchange for contingent or other fees tied to the Veteran's VA disability compensation.

144. The California Supreme Court long ago explained that courts will not lend their aid to enforce contracts that call for the performance of services that are unlawful under a regulatory licensing scheme, and that where a contract's subject matter violates

such licensing requirements, the agreement is void and unenforceable in its entirety as an "illegal" bargain. *See Loving & Evans v. Blick*, 33 Cal. 2d 603, 609 (1949). Such contracts—regardless of facial form—should not be enforced when enforcement would effectively ratify and reward unlicensed or otherwise illegal services.

145. Defendants' engagement agreements are contracts for illegal licensed services because they: (a) promise professional-type representation and handling of VA disability claims; (b) are entered into by nonaccredited entities that are legally barred from charging for such services; and (c) extract fees from Veterans directly out of their VA disability compensation in a manner that conflicts with the governing federal and state regulatory regime. The agreements are unlawful in their very object and consideration.

146. Further, the California Supreme Court has explained that contracts for professional services are unenforceable where they conflict with statutory and professional conduct rules that embody fundamental public policy. *See Sheppard v. JM Mfg. Co.*, 6 Cal. 5th 59, 87 (2018).

147. Here, the arbitration clause is an integral part of the unlawful scheme, designed to insulate the illegality from judicial review and collective redress.

148. The provision is employed, not as a neutral dispute resolution mechanism, but as a tool to shield a statutorily illegal business model that depends on extracting unlawful fees from VA disability payments from public adjudication, regulatory scrutiny, and collective relief for Veterans. The arbitration clause is thus intertwined with, and in service of, the same illegal purposes that render the overall engagement void.

149. The arbitration clause, if any, is substantively and procedurally unconscionable and contrary to public policy because it: (a) is embedded in an illegal agreement whose central purpose is to facilitate unlawful, unaccredited representation or assistance with preparation, presentation, or prosecution of VA claims for fees; (b)

operates to deter and suppress enforcement of the very statutes and regulations that prohibit Defendants' business model; and (c) is presented to vulnerable Veterans, including those with service-connected disabilities, without full and fair disclosure of the illegality and conflicts inherent in the arrangement.

150. Because the arbitration provision is itself part and parcel of the unlawful, statutorily condemned fee scheme—and because Plaintiffs' challenge is directed at the enforceability of that provision in light of the governing public policy and regulatory regime—this Court should adjudicate such challenges and refuse enforcement of the arbitration clause.

151. Given its authority under the Declaratory Judgment Act, this Court should enter a judgment declaring, among other things, the following:

- Defendants' engagement agreements with Plaintiffs and Class Members, including any purported arbitration clauses or class action waivers, are unlawful, void, and unenforceable; and
- Defendants cannot compel arbitration or otherwise rely on the engagement agreements to avoid judicial or class-wide relief because the arbitration clause and any class action waiver are invalid, illegal and unenforceable and cannot be invoked to bar this action.

## COUNT II: VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT

## Cal. Civ. Code § 1750, *et seq*. ("CLRA")

**(On Behalf of Plaintiffs and the California Classes)**

152. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

153. Defendants are each a "person," and provided "services" within the meaning of California Civil Code sections 1761(a) and 1770.

154. Defendants' acts and practices, as alleged in this complaint, violate California Civil Code sections 1770(a)(2), (9), (14), (16), and (24) because they include

unfair and deceptive acts and practices in connection with services Defendants provided relating to applications for veterans' disability benefits:

- Misrepresenting the source, sponsorship, approval, or certification of goods or services § 1770(a)(2);
- Advertising goods or services with intent not to sell them as advertised, § 1770(a)(9);
- Representing that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law, § 1770(a)(14);
- Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, § 1770(a)(16); and
- Charging or receiving an unreasonable fee to prepare, aid, or advise any prospective applicant, applicant, or recipient in the procurement, maintenance, or securing of public social services, § 1770(a)(24).

155. Defendants have known for years, and at least since 2017, as a result of cease-and-desist letters sent to Defendants by the VA OGC, that their conduct violates federal law and regulations because, among other things, Defendants were not accredited and thus were not authorized to assist or represent Veterans in their claims for veterans' disability benefits. Defendants have also known that their practices of charging Veterans fees when they have been awarded an increase in disability benefits, even when Defendants did little, or no, work to effect the increased award, were deceptive and violated applicable law.

156. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

157. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

158. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

159. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

160. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

161. Defendants' conduct is ongoing and continuing, such that prospective injunctive relief is necessary, especially given Plaintiffs' desire to use services such as Defendants' in the future if they can be assured that Defendants and their services comply with applicable law.

162. Under California Civil Code section 1782(a), on their own behalf and on behalf of the Class, Plaintiffs served CLRA notices to Defendants on April 9, 2-26.

163. Plaintiffs' CLRA notices were sent via certified mail, return receipt requested, to Defendants' principal place of business, advising Defendants that they are in violation of CLRA and must refund the excess fees charged in violation of California Civil Code section 1770. Should Defendants' fail to respond within 30 days, Plaintiffs will amend their Complaint to see damages as permitted under the CLRA.

164. Plaintiffs were injured by Defendants' CLRA violations. As a result, Plaintiffs are entitled to, and currently seek, injunctive and declaratory relief hereunder.

165. In accordance with California Civil Code section 1780(d), Plaintiffs' CLRA venue declarations are attached to this Complaint as Exhibits C through E.

**COUNT III: VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code § 17200, *et seq*.**

**(On behalf of Plaintiffs and the California Classes)**

166. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

167. Defendants are each a "business" as defined by Cal. Bus. & Prof. Code § 17200 ("UCL"). The UCL proscribes "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." § 17200.

168. Defendants transact business throughout the United States, including California, and Defendants' conduct in charging unlawful fees and engaging in unlawful, unfair and deceptive practices affecting California commerce.

**Unlawful**

169. Defendants' conduct is unlawful, in violation of the UCL, because it violates the California Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.* as set out in Count II, *supra*.

170. Defendants' conduct is also unlawful, in violation of the UCL, because it violates federal law including, but not limited to, 38 U.S.C. § 5804, and 38 C.F.R. 626 *et. seq.*

171. Federal statute 38 U.S.C. § 5904 sets out detailed requirements for "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans. § 5904(a)(1).

172. These requirements include that "a fee may not be charged, allowed, or paid for services of agents and attorneys . . . provided . . . before the date on which a claimant is provided notice of [the VA]'s initial decision . . . with respect to the case." § 5904(c)(1). Defendants charged Plaintiffs and Class Members fees for assistance with

preparing, presenting, and prosecuting VA disability claims before the VA's initial decision in direct violation of this statutory prohibition.

173. In addition, section 5904 requires that "agent[s] or attorney[s] for the preparation, presentation, and prosecution of claims" on behalf of disabled Veterans must meet the requirements set out by the Secretary of Veterans Affairs. *See* 38 C.F.R. § 14.636. At all times relevant hereto, Defendants violated those requirements.

174. Defendants are not an accredited attorney, organization, representative, or claims agent and have no legal authority to charge any fee whatsoever for VA disability claims representation services. Defendants' conduct directly violates 38 U.S.C. § 5904(c)(1), as implemented by 38 C.F.R. § 14.636.

175. Specifically, Defendants performed many functions that, because they are unaccredited, they were not authorized to perform including, but not limited to, assistance with collecting records, organizing documentation, assembling documentation, assisting in the filling out of forms, setting up medical examinations, providing documentation to medical providers to be used in medical examinations and for use in applying to the VA, communicating with Veterans on how to improve chances of success in process, forwarding communications and/or forms to the VA on the Veteran's behalf, and, in many instances, assisting in filling out part of forms or the entirety of forms to be submitted to the VA.

176. Plaintiffs and Class Members have been injured by Defendants' unlawful fee charging and seek recovery of all fees unlawfully charged and collected, prejudgment interest at the maximum rate permitted by law, punitive damages for Defendants' knowing and willful violation of federal law, and attorney's fees and litigation costs.

**Unfair**

177. Defendants' conduct is unfair in contravention of the UCL because it violates federal and California public policy, legislatively declared in Title 38 of the

United States Code, Title 38 of the Code of Federal Regulations, the FTC Act, 15 U.S.C. §§ 41 *et seq.*, and Cal. Civ. Code § 1770.

178. Defendants also acted in an unethical, unscrupulous, outrageous, oppressive, and substantially injurious manner with respect to Plaintiffs and the Class Members. Defendants engaged in unfair business practices and acts, in at least the following respects:

- failing to disclose that they were not accredited and therefore not qualified or legally permitted to represent Veterans or otherwise provide services to them regarding their claims for Veterans disability benefits;
- charging fees to which they were not entitled under the law;
- charging fees in excess of those permitted under the law;
- charging fees for services related to disability benefit increases when when no services were provided;
- misrepresenting the nature, characteristics, and benefits of their services;
- failing to disclose material facts regarding fees, legal requirements, and the availability of free or lower-cost alternatives;
- engaging in unlawful, improper, and/or predatory collection efforts; and

179. The gravity of harm resulting from Defendants' unfair conduct outweighs any potential utility. Defendants charged Plaintiffs and Class Members unfair fees because they were illegal, and because they were excessive.

- The fees were illegal because Defendants failed to comply with the requirements under the law to permit them to charge fees for the services they rendered.
- The fees were unfair because they were in excess of the amount permitted

under the law and, in many situations, for an increase in benefits for which Defendants provided no services.

- Defendants' unfair business practices harm Veterans and their spouses and are part of a common and unform course of wrongful conduct.
- There is no potential utility here aside from enriching Defendants (at Veterans' and their spouses' expense) because Plaintiffs and Class Members would have been able to receive the same services at no cost, or for a reasonable cost by accredited providers.

180. The harm from Defendants' conduct was not reasonably avoidable by the Veterans. Defendants failed to disclose that their services were being performed in violation of the law. Defendants misled Veterans who suffer from service-related disabilities, many of which may include PTSD, to believe that Defendants provided services to Veterans that were not only legal, but consisted of tasks Veterans were unable to perform on their own that were necessary for their applications in order to receive Veterans disability benefits. Defendants also misled Veterans to believe that Defendants' services were in compliance with applicable law, including its protections. Plaintiffs did not know, and had no reasonable means of discovering, that Defendants were acting in violation of the law and charging excessive fees for their services.

181. There were reasonably available alternatives that would have furthered Defendants business. Specifically, Defendants could have complied with applicable law and met all of the requirements for becoming accredited and charging fees in compliance with applicable law. By doing so, Defendants could have provided their services and earned reasonable fees from doing so.

**Fraudulent (Fraud by Omission)**

182. Defendants' conduct is fraudulent in violation of the UCL because it is likely to deceive a reasonable consumer and:

- Defendants knowingly and intentionally concealed from Plaintiffs and

Class Members that the services Defendants provided were illegal;

- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were illegal;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that Defendants charged Plaintiffs and Class Members even where no services were provided;
- Defendants knowingly and intentionally concealed from Plaintiffs and Class Members that the fees Defendants charged for its services were excessive;
- Defendants volunteered information to Plaintiffs and Class Members through advertising, marketing materials, and other means that the services it provided were legal, and at a reasonable cost without disclosing facts that would have materially qualified those partial representations.

183. Defendants had ample means and opportunities to alert Plaintiffs and Class Members of the illegal nature of their services, or that the fees they charged were excessive under applicable law and sometimes included fees where no services had been provided. Defendants uniformly failed to disclose these details.

184. Had Defendants disclosed these details, Plaintiffs and Class Members would not have engaged Defendants for assistance with their Veterans Disability claims.

185. Defendants were under a duty to disclose the true nature of their services, including that Defendants were not accredited because of their exclusive knowledge of these facts, because Defendants had exclusive knowledge of whether they had performed any work to warrant payment for any particular increase in disability payments, and because Defendants made partial representations about their services.

186. Defendants' omissions were material. Each Plaintiff was exposed to Defendants' specific representations about their services at the time Plaintiffs engaged Defendants' services, if not before. Each Plaintiff received and entered into the illegal service agreement or contract.

187. Plaintiffs and Class Members were unaware of the true nature of Defendants' services and that Defendants were acting illegally.

188. Absent Defendants' unlawful, unfair and fraudulent conduct, Plaintiffs and Class Members, who were all unaware of the illegality of Defendants' services and the excessive and unfair fees charged, Plaintiffs and the Class Members would not have engaged Defendants' services. Defendants omitted material information that it was under a duty to disclose and on which Plaintiffs and the Class Members would have relied had they known.

189. Through their unlawful, unfair, and fraudulent conduct, Defendants acquired Plaintiffs' money. Plaintiffs and Class members suffered injury in fact, including lost money or property, as a result of Defendants' unlawful, unfair, and fraudulent conduct.

190. Plaintiffs and Class members accordingly seek appropriate relief, including: (1) restitution under the UCL; and (2) such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and fraudulent practices. Plaintiffs also respectfully seek reasonable attorneys' fees and costs under applicable law, including under California Code of Civil Procedure § 1021.5.

**COUNT IV: VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, Cal. Civ. Code § 1788, *et seq.***

**(On behalf of Plaintiffs and the California Classes)**

191. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

192. Each Defendant is a "debt collector" and/or "creditor" within the meaning

of the Rosenthal Fair Debt Collection Practices Act ("RFDCPA"), Cal. Civ. Code § 1788, *et seq*., because they are persons or business entities engaged in a business the principal purpose of which is the collection of debts, or who regularly collect or attempt to collect, directly or indirectly, debts owed or due or asserted to be owed or due another, including debts allegedly owed by Veterans arising from personal, family, or household purposes.

193. The obligations that Defendants attempted to collect from Plaintiffs and Class Members are "consumer debts" within the meaning of Cal. Civ. Code § 1788.2, in that they are obligations or alleged obligations of natural persons to pay money arising from transactions primarily for personal, family, or household purposes.

194. Defendants violated the RFDCPA, including but not limited to Cal. Civ. Code §§ 1788–1788.33 and incorporated provisions of the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et. seq*., through their collection practices, by:

- Claiming, attempting, or threatening to enforce debts that Defendants knew were not legitimate, and asserting rights that Defendants knew did not exist, including by attempting to collect amounts not expressly authorized by law or by agreement and by threatening legal action they had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.13 and 15 U.S.C. § 1692e;
- Willfully communicating with Plaintiffs and California Class Members, many of whom are Veterans with service-connected mental health conditions, with such frequency and in such manner as could reasonably be expected to harass, oppress, or abuse them, including placing multiple collection calls on a daily basis, in violation of Cal. Civ. Code § 1788.11 and 15 U.S.C. § 1692d;
- Using abusive, unfair, or unconscionable means in attempting to collect the alleged debts, including repeated harassing phone calls and threats

of legal action and adverse consequences that Defendants had no present intention or legal right to take, in violation of Cal. Civ. Code §§ 1788.10–1788.11 and 15 U.S.C. §§ 1692d, 1692e, and 1692f;

- Misrepresenting the character, amount, and legal status of the alleged debts and misleading Veterans regarding Defendants' authority to collect and the consequences of non-payment, in violation of Cal. Civ. Code §§ 1788.13 and 1788.17 and 15 U.S.C. § 1692e; and
- Continuing collection efforts after Plaintiffs and California Class Members disputed the alleged debts and advised Defendants that the debts were unlawful or inaccurate, thereby persisting in claiming and attempting to enforce debts that Defendants knew, or should have known, were not legitimate, in violation of Cal. Civ. Code §§ 1788.14–1788.17 and 15 U.S.C. §§ 1692e, 1692f, and 1692g.

195. As a direct and proximate result of Defendants' violations of the RFDCPA and the incorporated provisions of the FDCPA, Plaintiffs and California Class Members are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

## COUNT V: UNJUST ENRICHMENT

**(On behalf of Plaintiffs, the Nationwide Classes and/or California Classes)**

**(As Pleaded in the Alternative)**

196. Plaintiffs incorporate by reference paragraphs 1-136 above as if fully set forth herein.

197. Defendants have been unjustly enriched by receiving and retaining millions of dollars in unlawful fees collected from Plaintiffs, Nationwide Class Members, and California Class Members. Defendants' enrichment is unjust because: (1) the fees have no legal basis under federal or state law; (2) Plaintiffs, Nationwide Class Members, and California Class Members did not voluntarily confer the benefit

with full knowledge of the fee obligation; (3) Defendants failed to provide reasonable consideration (meaningful services) in exchange for the fees; and (4) retention of the fees is inequitable and against public policy.

198. Plaintiffs, Nationwide Class Members, and California Class Members seek restitution of all unlawfully collected fees, plus prejudgment interest and disgorgement of all profits derived from the unlawful scheme.

199. Plaintiffs, Nationwide Class Members, and California Class Members conferred unlawful monetary benefits upon Defendants. After all, Defendants benefited from (1) accepting payment and/or commission from Plaintiffs and Nationwide Class Members, and (2) using their PII to facilitate its provision of unlawful products and/or services.

200. Defendants appreciated or had knowledge of the benefits it received from Plaintiffs, Nationwide Class Members, and California Class Members.

201. Under principles of equity and good conscience, Defendants should not be permitted to retain the full value of Plaintiffs' and the Class Members' payments because Defendants failed to adequately disclose to Plaintiffs and the Class Members their services were in violation of federal law.

202. Plaintiffs, Nationwide Class Members, and California Class Members may not have an adequate remedy at law against Defendants, and accordingly, they plead this claim for unjust enrichment in addition to, or in the alternative to, other claims pleaded herein.

203. Under the circumstances, it would be unjust for Defendants to be permitted to retain any of the benefits that Plaintiffs, Nationwide Class Members, and California Class Members conferred upon them.

204. As a direct and proximate result of Defendants' conduct, Plaintiffs, Nationwide Class Members, and California Class Members have suffered and will suffer injury.

205. Plaintiffs, Nationwide Class Members, and California Class Members are entitled to full refunds, restitution, and/or damages from Defendants and/or an order proportionally disgorging all profits, benefits, and other compensation obtained by Defendants from their wrongful conduct. This can be accomplished by establishing a constructive trust from which the Plaintiffs, Nationwide Class Members, and California Class Members may seek restitution or compensation.

206. Defendants should be compelled to disgorge into a common fund-for the benefit of Plaintiffs, Nationwide Class Members, and California Class Members all unlawful or inequitable proceeds that it received because of its misconduct.

## DAMAGES

### Actual Damages

207. Plaintiffs and Class Members have directly suffered financial injury equal to all fees charged and collected by Defendants, which Plaintiffs estimate to total greater than $5,000,000 to $50,000,000 or more for the entire Class.

208. Additionally, Class Members are entitled to prejudgment interest at the maximum rate permitted by law from the date each fee was charged through the date of judgment.

### Statutory Damages

209. Plaintiffs and the California Class Members are entitled to relief under Cal. Bus. & Prof. Code § 17203, including restitution, disgorgement of all amounts wrongfully obtained, injunctive relief, and recovery of attorneys' fees and costs as permitted by law, including but not limited to Cal. Code Civ. Proc. § 1021.5.

210. Plaintiffs and the California Class Members are entitled to relief under RFDCPA and the incorporated provisions of the FDCPA, to include actual damages, and are entitled to recover actual damages, statutory damages, and attorneys' fees and costs as permitted under Cal. Civ. Code § 1788.30 and 15 U.S.C. § 1692k.

211. Defendants' knowing and willful violation of federal law (38 U.S.C. §

5904), despite explicit warnings from the VA's Office of General Counsel, warrants punitive damages.

212. Defendants' knowing and willful violation of Federal law and California state law, including: 38 U.S.C. § 5904(c)(1), UCL and RFDCPA.

213. Defendants' conduct demonstrates reckless and callous disregard for Veterans' legal rights and entitlements.

214. Punitive damages are appropriate to punish Defendants for their egregious conduct, to deter Defendants and other claims consulting companies from similar violations, and to protect the integrity of the VA benefits system and Congress's intent to protect Veterans.

**Equitable Relief: Disgorgement and Restitution**

215. In addition to monetary damages, Plaintiffs seeks equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees charged and collected from Plaintiffs and Class Members, cancellation and reformation of unlawful Service Agreements, injunctive relief prohibiting Defendants from engaging in similar conduct in the future, and establishment of a constructive settlement fund for the benefit of Plaintiffs and Class Members.

**Attorney's Fees and Costs**

216. Plaintiffs seek an award of attorney's fees and litigation costs incurred in prosecuting this action, including reasonable attorney's fees, reasonable attorney's fees, and costs of investigation, expert witnesses, and litigation, as provide by applicable statutory law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this case be certified and maintained as a class action and for a judgment to be entered upon Defendants as follows:

1. Certify the Class or Classes as proposed herein, designating Plaintiffs

as Class Representative, and appointing undersigned counsel as Class Counsel;

2. A judgment in favor of Plaintiffs and the Classes on all Counts;

3. Award economic and compensatory damages on behalf of Plaintiffs and all Class Members;

4. Award actual, general, special, incidental and consequential damages equal to all fees unlawfully charged and collected from Plaintiffs and Class members;

5. Award statutory damages of up to $1,000 for each named Plaintiff per violation of the RDFCPA, and foreach California Class member statutory damages, both pursuant to Cal. Civ. Code § 1788.17 incorporating the requirements of 15 U.S.C. §§ 1692b to 1692j and corresponding remedies set out in 15 U.S.C. 1692k(a)(2)(B)(ii), "such amount as the court may allow for all other class members, without regard to a minimum individual recovery, not to exceed the lesser of $500,000 or 1 per centum of the net worth of the debt collector";

6. Award punitive damages as permitted under law in an amount to be determined at trial;

7. Order equitable relief, including disgorgement of all profits derived from unlawfully collected fees, restitution of all fees to Class members, cancellation and reformation of unlawful Service Agreements, injunctive relief compelling Defendants to cease their unlawful conduct and to account to Plaintiffs and Class Members for their unjust enrichment, and to establish a claims administration process for distributing recovered funds;

8. Award reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by law; and,

10. Grant such other and further relief this Court deems just and appropriate.

## JURY DEMAND

Plaintiffs respectfully demand a trial by jury on all issues in this matter.

Dated: April 9, 2026 Respectfully submitted,

*/s/ Kiley Lynn Grombacher*

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[Additional Counsel on following Page]

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* *pro hac vice forthcoming*

*Attorneys for Plaintiffs and the Proposed Classes*

VA | U.S. Department of Veterans Affairs

VA Accreditation Program (022D)
Office of General Counsel

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

In Reply Refer To:
022D-63877

JUN 29 2017

Mr. Jim Hill
Vet Comp and Pen Medical Consulting, LLC
2124 SW 102nd Terrace
Gainesville, FL 32607

Dear Mr. Hill:

The Department of Veterans Affairs (VA) has received information that your business, Vet Comp and Pen Medical Consulting, LLC, may be engaged in illegal activities, which include the unauthorized preparation, presentation, and prosecution of claims for VA benefits, as well as charging claimants for your 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 persons seeking VA benefits. 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.

Section 5902(a)(1) of title 38, United States Code, authorizes VA to recognize veterans service organizations for the purpose of ensuring competent representation of veterans. VA implemented this authority in 38 C.F.R. § 14.628, which, among other things, requires that an organization applying for recognition demonstrate a substantial service commitment to veterans. An organization must apply for VA recognition, demonstrate that it 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 in 38 C.F.R. § 14.629(a). Vet Comp and Pen Medical Consulting, LLC, has not applied for or received VA recognition. Accordingly, Vet Comp and Pen Medical Consulting, LLC, does not have accredited

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Vet Comp and Pen Medical Consulting, LLC

representatives available to represent veterans before VA and is prohibited by law from representing veterans before VA.

On Vet Comp and Pen Medical Consulting, LLC's website, it states "Ensuring YOU Receive ALL the VA has Promised!" In a section titled "Who We Are & What We Are Experts In," the page advertises that your business is "a private medical/legal consulting firm," that helps "disabled veterans like you obtain ALL of the compensation benefits you're legally entitled to from the Department of Veterans Affairs." Comparing your company's services to VSOs, you highlight that "[t]hey're not legal professionals. . . . They don't have the extensive medical or legal training needed to fully decipher your personal VA disability puzzle from a medical/legal [sic]. . . . [C]an your VSO explain to you why you medically and legally qualify for 70% vs. 30%?" Additional sections of the business webpage, including a 11:56 long video entitled "The 6 Stages of the VA Disability Claims Process," extensively discuss legal entitlement to compensation for disabilities, and advertise how you guide Veterans through the process of applying for benefits, prepare application materials, as well as review prior decisions and records to assess for additional claims, including CUE claims.

Further evidence of your unauthorized representation of claimants for VA benefits is provided by an instruction sheet you provide to clients. The sheet specifically instructs clients to "[r]eview ALL enclosed VA forms and applications for accuracy of information. If you feel that something is inaccurate, please DO NOT alter anything (which includes checking any boxes) unless you call me first!" You further instruct clients to "please call me regarding ALL received correspondences from the VA, and let me handle them for you, so that no processing errors will occur!" The remainder of the instruction sheet provides guidance on filing claims packets, provided by your company, as well what to do upon receipt of various forms from the VA.

These statements strongly suggest that your organization is unlawfully assisting in the preparation, presentation, and prosecution of claims before VA. By assisting in preparing claims, you and your organization are violating the laws governing accreditation. *See* 38 U.S.C. §§ 5901-5902, 5904; 38 C.F.R. § 14.629. To our knowledge, no one from Vet Pen and Comp Medical Consulting, LLC, has obtained VA accreditation as an agent, attorney, or Veterans Service Organization representative. Therefore, you and your organization are prohibited by law from representing veterans before VA.

Further, under the laws governing representation, no person or organization may charge claimants a fee for assistance in preparing initial applications for VA benefits or presenting 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, a notice of disagreement (NOD) has been filed initiating an appeal of that decision, 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.

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Vet Comp and Pen Medical Consulting, LLC

§ 14.636(g). 38 U.S.C. § 5904(c)(1); 38 C.F.R. § 14.636(c).

The restrictions mentioned above are not the only the only restrictions on fees. Although the amount of fees charged by a VA-accredited agent or attorney for work completed after an NOD may be based on a fixed fee, hourly rate, a percentage of benefits recovered, or a combination of these bases, all fees charged must be reasonable. 38 C.F.R. § 14.636(e); *see also* 38 U.S.C. § 5904(a)(5). Factors that are considered in determining whether fees are reasonable include: (1) the extent and type of services performed; (2) the complexity of the case; (3) the level of skill and competence required; (4) the amount of time spent on the case; (5) the results achieved, including the amount of any benefits recovered; (6) the level of review to which the claim was taken and the level of review at which the representative was retained; (7) rates charged by other representatives for similar services; and (8) whether, and to what extent, the payment of fees is contingent upon the results achieved. 38 C.F.R. § 14.636(e). It is important to note that only a fee that does not exceed 20 percent of any past-due benefits awarded is presumed to be reasonable. 38 U.S.C. § 5904(a)(5); 38 C.F.R. § 14.636(f). Conversely, on the other end of the spectrum, any fee that exceeds 33 1/3 percent is presumed to be unreasonable. 38 C.F.R. § 14.636(f). It is further important to note that no fee agreement may require fees to be paid from future payments of benefits to claimants. *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 VA, except to the extent specifically authorized by law); *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).

We have obtained information, including a "Medical Consulting Services Agreement," that discloses the fee arrangement you charge clients. The agreement outlines the fees your company charge, including that a Veteran shall be required to pay three times the difference between the pre-consulting monthly compensation benefit amount and the total newly awarded monthly compensation benefit amount. There is an additional charge of ten percent of any retroactive gross benefit awards that are a result of (1) expert medical opinions, (2) appeals, and/or (3) development of CUE claims. Because Vet Comp and Pen Medical Consulting is not accredited by the VA, and you are not an accredited individual, you and your company are prohibited by law from charging veterans a fee for assisting them in the preparation, presentation, and prosecution of their VA claims. Moreover, even if you were accredited by VA, the terms of the fee agreement allow for situations where the fee payable could exceed 33 1/3 percent of past-due benefits awarded and would be presumptively unreasonable, and would be an unlawful assignment of benefits pursuant to 38 U.S.C. § 5301(a).

Additionally, the standards of conduct for individuals accredited to represent claimants for VA benefits are based upon the Model Rules of Professional Conduct.

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Vet Comp and Pen Medical Consulting, LLC

*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 company'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 you boast:

> [D]uring the past 7 years, we NEVER had a single retiring veteran fail to hit 50% or higher VA Svc. Con. Disability rating when we reviewed their medical records while they were in their +/-365 window, with most Army & USMC retirees coming in at 90 to 100% rating. With our help, those veterans file an average of 25-35 claims while in the +/- 365 window vs. an average of 5-15 when they just use a VSO.

You additionally advertise assistance with a "Lifestyle Impact Claim," stating:

> The Lifestyle Impact Claim is a high-value secondary condition that most veterans are eligible for to 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 be currently service connected at 0% or higher for a disability that is somehow significantly impacting your life in a negative way on a daily basis. 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 you were accredited, your 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 as well as prohibits you from, 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).

By law, you, individually, and your organization, must immediately cease all preparation of and assistance in claims for VA benefits. Within 30 days of the date of this letter, please inform us of the measures you are taking to address our concerns. If we do not hear from you or if we determine that you have not taken appropriate

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Vet Comp and Pen Medical Consulting, LLC

measures to cease any and all illegal activities, we will refer the matter to the appropriate law-enforcement authorities.

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

VA | U.S. Department of Veterans Affairs

**VA Accreditation, Discipline, & Fees**
**Benefits Law Group**
Office of General Counsel

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

In Reply Refer To:
022D-100051

January 28, 2022

**Sent via certified mail**

Mr. James S. Hill
Trajector, Inc.
410 SW 140th Terrace
Newberry, FL 32669

Dear Mr. Hill:

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 Trajector, Inc., for which you are the Chairman and Co-Chief Executive Officer (CEO), by and through its subsidiaries, to include Trajector Medical, 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 Trajector Legal, LLC (Trajector Legal), may be in violation of several provisions within VA's standards of conduct for VA-accredited individuals.

## I. Trajector Medical

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

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Mr. James S. Hill

neither Trajector, Inc., nor any of its subsidiaries, to include Trajector Medical and Trajector Legal, hold VA recognition. Accordingly, as an organization, Trajector, Inc., 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 Trajector Medical 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 Trajector, Inc.'s 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, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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 Trajector Medical 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).

[2]The SEC filing was withdrawn on January 4, 2022; however, the submission still remains available to the public. *See* Form S-1, TRAJECTOR, INC., sec.gov, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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Mr. James S. Hill

understanding, and applying [title 38 of the Code of Federal Regulations] in your personalized medical evidence." Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). The statements indicate that the services Trajector Medical 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 Trajector Medical 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 Trajector Medical's payment structure, discussed below. Accordingly, the statements in Trajector, Inc.'s SEC filing and Trajector Medical's advertising materials strongly suggest that Trajector Medical 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 Trajector Medical is not accredited by VA as agents or attorneys, and because, based on Trajector, Inc.'s published statements, it appears that Trajector Medical 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 Vet Comp and Pen Medical Consulting, LLC, which is listed as a legacy brand of Trajector, Inc., in the SEC filing. *See* enclosure 1: OGC's June 2017 letter; *see also* Form S-1, TRAJECTOR, INC., sec.gov, p. 5, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's July 2017 letter. Through this letter, OGC is, again, informing you that Trajector Medical's website (and statements in Trajector, Inc.'s 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.

Trajector, Inc.'s SEC filing stated, "we do not believe that … the evidence development activities of Trajector Medical require accreditation from the VA or are subject to the fee regulations imposed on accredited representatives." Form S-1, TRAJECTOR, INC., sec.gov, p. 26, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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: James Hill's 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. Trajector Medical's 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 Trajector Medical is participating in VA claims preparation. *See* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022).

Moreover, Trajector Medical's fee structure, which charges a fee explicitly based on the successful outcome of a VA claim, further calls into question Trajector, Inc.'s assertion that its medical consulting services do not directly involve the preparation of VA claims. Trajector, Inc.'s SEC filing explains that the "fee for services provided [by Trajector Medical's 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, TRAJECTOR, INC., sec.gov, p. 86, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (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[.]"

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*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 Trajector, Inc.'s logic is correct in that the services provided by Trajector Medical do not amount to the preparation, presentation, or prosecution of a Veteran's benefit claims, all fee contracts that Trajector Medical has entered into with Veterans would then appear to constitute unlawful assignments of benefits pursuant to 38 U.S.C. § 5301(a). Conversely, if Trajector, Inc.'s logic is incorrect and the services provided by Trajector Medical do amount to the preparation, presentation, or prosecution of VA benefit claims, then, as explained above, Trajector, Inc., would appear to be in violation of several statutes and regulations that govern VA accreditation and the charging of fees.

By law, Trajector Medical 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 Trajector, Inc., and Trajector Medical are taking to address our concerns noted above. If we do not hear from Trajector, Inc., within that time period, or if we determine that Trajector, Inc., or Trajector Medical, 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. Trajector Legal

VA has received credible written information suggesting that attorneys of Trajector Legal 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 Trajector Legal attorneys named in

[3] The VA-accredited attorneys associated with Trajector Legal are: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal attorney inform us if he/she has sought or collected fees for

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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).

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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, Trajector, Inc.'s SEC filing makes clear that Trajector Medical charges a contingent fee for its services.[6] Indeed, in exchange for this

[6] Although in its SEC filing Trajector, Inc., described the services provided by Trajector Medical as a consulting service, it also stated that Trajector Medical employs its own experts to provide witness testimony. According to the SEC filing, the Trajector Medical 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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contingent fee equal to the "difference between the increase in pay for a period of five months," *see* Trajector, Inc., SEC filing, it provides "medical evidence that meets the VA's [regulatory] requirements of their Schedule for Rating Disabilities," *see* Why Us, trajectormedical.com, https://www.trajectormedical.com/why-us/ (last visited Jan. 14, 2022). Separate and apart from this charge, attorneys employed by the same company, Trajector, Inc., by and through its subsidiary, Trajector Legal, 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 Trajector, Inc.'s SEC filing asserts that it "ensure[s] that [Trajector Legal's] attorneys are able to meet their ethical obligations," *see* Form S-1, TRAJECTOR, INC., sec.gov, p. 140, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022), OGC has received evidence of apparent unethical conduct of Trajector Legal 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 Trajector Medical's services, which appear to be much of the same services as normally provided by VA-accredited attorneys and agents.

OGC has received a Trajector Legal form, titled "HIPAA AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION," that informs the claimant that the attorneys of Trajector Legal intend to share medical information with all subsidiaries of Trajector, Inc. *See* enclosure 4, HIPAA Form. This language, among other things, suggests a close relationship between Trajector Legal and Trajector Medical. Based on the close relationship of the companies and the public disclosure of Trajector Medical's fee structure in the SEC filing by Trajector, Inc., it appears that Trajector Legal either knew or should have known of the contingency fee charged by Trajector Medical consulting company.

In addition, numerous fee agreements that Trajector Legal 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 Trajector Legal. A disclaimer attached to the fee agreements states explicitly:

> Client understands there are various companies under the umbrella of Trajector, Inc., which provide different types of services. Client may be using a different Trajector company while pursuing Trajector Legal, LLC, for legal services. Any fees for nonlegal services provided by other subsidiaries or companies of Trajector, Inc., are separate and distinct from the fees provided by Trajector, Inc., for legal services. For instance, if you owe a different

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TRAJECTOR, INC., sec.gov, pp. 5, 120, https://www.sec.gov/Archives/edgar/data/0001875772/000119312521300749/d180168ds1.htm (last visited Jan. 14, 2022).

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> Trajector company for the cost of medical consulting services, your payment to Trajector Legal, 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 Trajector Legal 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 Trajector Legal 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 Trajector Legal 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).

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☒ 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 Trajector Legal 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 Trajector Legal 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 (b)(6) the VA staff attorney assigned to this case at (b)(6) @VA.gov or (b)(6)

Sincerely yours,

(b)(6)

David J. Barrans
Chief Counsel

Enclosures:
1: OGC's June 2017 letter
2: James Hill's July 2017 letter
3: Redacted fee agreement
4: HIPAA Form

cc: Natalie Porter Westbrook; Samuel Ryan Vanover; Thomas Jared Ellis; Susan Marie Fox; Derek Harper Wentz; Danielle Christine Choi; Sarah Elizabeth Jenkins; Michael John Ogden; Steven Bradley Howes; Lauren Elizabeth Moss; Patrick Scott Haynes; Tim Benjamin Carpenter; Kirsten Courtney Jansen; James Robert Davis; Nicholas Andrew Huntsman; Kayla Ilene Byrd-Daniels; David Daniel Bott; and James S. Trieschmann.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF GILBERT QUIJADA JR. PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Gilbert Quijada, Jr., declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because I reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Los Angeles County, California on 04/08/2026.

Gilbert Quijada (Apr 8, 2026 13:36:12 PDT)

Gilbert Quijada, Jr.

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF JEFFERY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Jeffery Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/09/2026.

**Signature:** JEFFREY PHILLIPS (Apr 9, 2026 12:41:58 PDT)

**Email:** mac.jeff.phillips@gmail.com

Jeffery Phillips

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*Attorneys for Plaintiffs*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA - WESTERN DIVISION

GILBERT QUIJADA JR., JEFFREY PHILLIPS, and KIMBERLY PHILLIPS, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAJECTOR, INC., and TRAJECTOR MEDICAL, LLC, formerly known as VET COMP AND PEN MEDICAL CONSULTING, LLC,

Defendants.

DECLARATION OF KIMBERLY PHILLIPS PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1780(d)

Case No.: _____

I, Kimberly Phillips, declare under penalty of perjury as follows:

1. I am one of the plaintiffs in this action. I make this affidavit pursuant to California Civil Code section 1780(d).

2. The Complaint in this action is filed in the proper place for trial under Civil Code section 1780(d) because one of the plaintiffs reside in the City and County of Los Angeles which is located within this District.

3. Further, a substantial portion of the events alleged in the Complaint occurred in this District, and Defendants advertised, marketed, provided services, and otherwise transacted business within this District.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

Executed in Sacramento County, California on 04/08/2026.

KIM PHILLIPS (Apr 8, 2026 14:09:40 PDT)

Kimberly Phillips